

**PROJECT: 3813 S. DEARBORN
CLOSED ATTUCKS SCHOOL**

RIGHT OF ENTRY AGREEMENT

Former Crispus Attucks School at 3813 S. Dearborn
(Phase I Only – No Invasive or Physical Testing)

This **RIGHT OF ENTRY AGREEMENT** (this “Agreement”) is made as of the last date written on the execution page (the “Effective Date”), by and between **CARNOW, CONIBEAR & ASSOC., LTD.**, an Illinois Corporation (the “Licensee”), having its principal offices at 600 West Van Buren Street, Suite 500, Chicago, Illinois 60607, and the **BOARD OF EDUCATION OF THE CITY OF CHICAGO**, an Illinois Municipal Corporation (“BOE”), whose offices are located at 42 W. Madison, Chicago, Illinois 60602.

RECITALS

WHEREAS, BOE owns the real property located at the northeast corner of South Dearborn Street and 39th Streets commonly known as 3813 S. Dearborn and legally described on Exhibit A attached hereto (the “Property”); and

WHEREAS, the Property was the former Crispus Attucks School which has been closed for several years; and

WHEREAS, the City of Chicago (the “City”) is seeking to acquire the Property from BOE and to demolish or cause the demolition of the improvements there on for future economic development; and

WHEREAS, the City has engaged Licensee as its environmental consultant to conduct a Phase I Environmental Assessment and interior inspection of the Property (“Phase I”); and

WHEREAS, Licensee is seeking access to the Property to undertake the Phase I; and

WHEREAS, BOE has agreed to grant such access upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

2. **Grant.** Subject to the terms and conditions set forth herein, BOE hereby grants to Licensee a right of entry to the Property for the sole purpose of conducting **a non-invasive Phase I Assessment and visual interior inspection of the Property as described in the Scope of Work attached as Exhibit B hereto. No sampling, no physical testing, no borings or excavation is permitted without obtaining written permission from BOE.** The right of entry

**PROJECT: 3813 S. DEARBORN
CLOSED ATTUCKS SCHOOL**

granted hereunder extends to, and Licensee shall be responsible for, its agents, employees, contractors, subcontractors and consultants. This right of entry is non-assignable.

3. **Term.** The term of this Agreement shall commence upon the Effective Date and shall terminate upon the earlier of: (a) sixty (60) days after the Effective Date; or (b) the completion of the Phase I. The Licensee agrees to notify BOE at least five (5) days prior to commencing the Phase I.

4. **Cost.** The Licensee shall be responsible for all costs and expenses associated with the Phase I. The Phase I shall be undertaken by Licensee without expectation of reimbursement or other credit from BOE.

5. **Permits.** Prior to entering onto the Property, Licensee agrees to secure, or cause its agents, contractors, subcontractors or consultants to secure, at its sole cost and expense, all necessary permits and governmental approvals to perform the Phase I. The City and its agents, employees, contractors, subcontractors and consultants shall comply at all times with any and all applicable municipal, county, state and federal statutes, laws, ordinances, codes, rules and regulations (collectively, "Laws").

6. **Indemnification.** Licensee shall indemnify, defend (through an attorney reasonably acceptable to BOE) and hold BOE, its officers, agents, agencies, departments and employees, harmless from and against any and all actions, claims, suits, losses, damages, liens, liabilities, fines, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) incurred in connection with, arising out of or incident to (a) any act or omission of Licensee or its agents, employees, contractors, subcontractors or consultants, or (b) any entry upon or use of the Property by or on behalf of the Licensee in connection with this Agreement. The foregoing indemnity shall survive any termination of this Agreement.

7. **Insurance.** Licensee shall provide BOE with the following types and amounts of insurance with insurance companies authorized to do business in the State of Illinois:

(a) **Worker's Compensation and Employer's Liability Insurance.** Worker's Compensation and Employer's Liability Insurance with limits of not less than \$1,000,000 for each accident or illness.

(b) **Commercial General Liability Insurance.** Commercial General Liability Insurance, or equivalent, with limits of not less than \$2,000,000 per occurrence (\$5,000,000 for environmental clean-up and remediation work) for bodily injury, personal injury, and Property damage liability; provided, however, subcontractors performing work in connection with this Agreement may maintain limits of \$1,000,000 if the subcontract amount is less than \$100,000 (unless environmental clean-up and remediation is involved, in which case the amount shall remain \$5,000,000).

**PROJECT: 3813 S. DEARBORN
CLOSED ATTUCKS SCHOOL**

The \$5,000,000 environmental clean-up and remediation coverage shall not be required for a non-invasive Phase I Assessment and interior inspection only (i.e. no asbestos sampling, no soil borings, no excavation, no physical testing).

(c) Automobile Liability Insurance. Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and Property damage; provided, however, subcontractors performing work in connection with this Agreement may maintain limits of \$1,000,000 if the subcontract amount is less than \$100,000.

(d) Excess Liability Insurance. Excess Liability Insurance with limits of not less than \$2,000,000 to provide additional limits for underlying Commercial General Liability and automobile liability coverages.

(e) Professional Liability Insurance. When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, such parties shall procure and maintain Professional Liability Insurance covering acts, errors, or omissions with limits of not less than \$1,000,000, with coverage including contractual liability.

When a policy is renewed or replaced, the policy retroactive date must coincide with, or precede, the start of any work or testing on the Property. A claims-made policy that is not renewed or replaced must have an extended reporting period of two (2) years.

The City of Chicago and Chicago Board of Education their officers, members, employees and agents and designees shall be named as additional insureds and certificate holders on a primary, non-contributory basis.

Licensee shall deliver, or cause its contractors or subcontractors to deliver, to BOE the Insurance Certificates required above prior to entering upon the Property.

The Certificates are to be sent to:

Chicago Board of Education
Risk Management Finance Department
42 W. Madison 2nd Floor
Chicago, Il. 60602
Fax No: (773) 533-3326
Email: riskmanagement@cps.edu

Licensee (or its contractors or subcontractors as applicable) shall be responsible for any and all deductibles or self-insured retentions. The insurers shall waive their rights of subrogation against BOE, its employees, elected officials, agents, and representatives. Licensee expressly understands and agrees that any coverages and limits furnished by it (or its contractors or subcontractors as applicable) shall in no way limit the Licensee's or its contractor's liabilities and responsibilities specified in this Agreement or by law. Licensee expressly understands and agrees that its insurance (or that of its contractors or subcontractors as applicable) is primary and any insurance or self-

**PROJECT: 3813 S. DEARBORN
CLOSED ATTUCKS SCHOOL**

insurance programs maintained by BOE shall not contribute with insurance provided by the Licensee (or its contractors or subcontractors as applicable) under this Agreement. The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

Licensee shall require all contractors and subcontractors to maintain the above-described coverage, or the Licensee may provide such coverage for its contractors and subcontractors. BOE shall have no responsibility to provide insurance or security for the Property, material, supplies, or equipment to be used by the Licensee or any of its contractors or subcontractors in connection with the Phase I.

8. **Inspection and Phase I.** Licensee agrees to carefully inspect, or cause its agents, employees, contractors, subcontractors or consultants to carefully inspect the Property, prior to entering thereon and to ensure that they do not damage the Property or any surrounding property, structures, utility lines or subsurface lines or cables. Licensee and its agents, employees, contractors, subcontractors or consultants shall take all reasonable safety precautions to ensure that the Property is adequately secured during the Phase I and that the Property is closed and secured after Licensee exits and leaves the Property. Licensee and its agents, employees, contractors, subcontractors and consultants shall perform the Phase I in a good and workmanlike manner with due care and diligence, and in accordance with all applicable Laws. BOE and its agents, employees, contractors, subcontractors and consultants shall limit their activities to those reasonably necessary to perform the Phase I Assessment. BOE reserves the right to be present during the Licensee's Phase I Assessment. Neither the Licensee nor its agents, employees, contractors, subcontractors or consultants shall do anything on the Property that may in any manner injure the health, safety and welfare of the public, or violate any Laws, including, without limitation, any environmental laws.

9. **Completion.** Upon completion of the Phase I, Licensee shall return the Property to BOE in substantially the same condition that it was when Licensee entered the Property. Licensee shall remove all wastes it generated on the Property (if any) and dispose of said waste in accordance with the applicable laws.

10. **No Liens.** Licensee shall keep the Property free from liens and encumbrances arising out of any activities performed, materials furnished or obligations incurred by or for Licensee under this Agreement. In case of any such lien attaching, Licensee or its contractors shall immediately pay and remove such lien or furnish security or indemnify BOE in a manner satisfactory to BOE. Licensee shall protect BOE against any defense or expense arising from such lien.

11. **No Warranties.** BOE makes no warranties or representations as to the ownership, physical, or environmental condition of the Property. Licensee, its employees, contractors, consultants and agents acknowledge that they are entering onto the Property to perform the work under this Agreement on an "As-Is, Where-Is" basis and at their own risk.

**PROJECT: 3813 S. DEARBORN
CLOSED ATTUCKS SCHOOL**

12. **Right to Terminate.** Notwithstanding anything to the contrary contained herein, either party may terminate this Agreement for any reason upon prior written notice of at least five (5) days to the other party.

13. **Amendment.** The substantive provisions of this Agreement may not be amended, extended, or modified except by written instrument executed by the parties hereto.

14. **Captions.** The section headings in this Agreement are inserted for convenience of reference only and shall not in any way affect the meaning or construction of the Agreement.

15. **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties and supersedes any prior oral or written agreements with respect to the matters stated herein.

16. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original instrument and all of which together shall constitute one and the same instrument. A facsimile, electronic, or photocopy signature shall have the same legal effect as an original signature.

17. **No Other Rights.** This Agreement does not give Licensee any other right or rights with respect to the Property.

18. **No Substitute for Required Permitting.** Licensee must secure all other permits and approvals that may be required to undertake the Phase I. Licensee understands that this Agreement shall in no way act as a substitute for any other permitting or approvals that may be required to undertake or perform the Phase I.

19. **Repairs.** Licensee shall be responsible for any damage to the Property caused by it and/or its agents, employees, invitees, contractors, subcontractors and consultants entry and/or use of the Property under this Agreement. Licensee shall repair any damage that it has caused to the Property under this Amendment.

20. **No Principal/Agent or Partnership Relationship.** Nothing contained in this Agreement shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

21. **Notices to Parties.** Any notice, certificate or other communication provided under this Agreement shall be in writing and shall be mailed, postage prepaid by registered or certified mail with return receipt requested, or hand delivered and receipted, as follows:

If to BOE:	Board of Education of the City of Chicago 42 W. Madison Chicago, IL 60602 Attn: Chief Facilities Officer &
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**PROJECT: 3813 S. DEARBORN
CLOSED ATTUCKS SCHOOL**

Chief of Capital Improvements

With a copy to: Board of Education of the City of Chicago
One North Dearborn 9th Floor
Chicago, IL 60602
Attn: General Counsel

If to Licensee: Carnow, Conibear & Assoc., Ltd.
600 W. Van Buren, Suite 500
Chicago, IL 60607

Any notice, demand or request sent by hand delivery or overnight courier is deemed received when delivered and if sent by registered or certified mail with return receipt requested, shall be deemed delivered on the date of delivery marked on the return receipt. Refusal of delivery shall have the same effect as receipt.

22. **Confidentiality and Non-Disclosure of Reports and Information.** Licensee agrees to deliver to BOE copies of all preliminary and final reports, surveys, field data, soil boring logs, correspondence and analytical results prepared by or for the City regarding the condition of the Property. The preliminary results of the Phase I and all other information or conclusions regarding the environmental and physical condition of the Property discovered or disclosed in performance of this Agreement shall be treated as confidential ("Confidential Information") before it is released or disclosed to the public or any other third party.

(Signature Page Follows)

**PROJECT: 3813 S. DEARBORN
CLOSED ATTUCKS SCHOOL**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CARNOW, CONIBEAR & ASSOC., LTD.

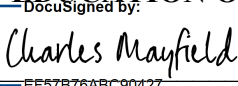
By: 

Name: David Bremer

Title: Vice President

Date: 10-16-25

BOARD OF EDUCATION OF THE CITY OF CHICAGO

By: 
Charles E. Mayfield, Chief Operating Officer

Date: October 22, 2025 | 9:34:14 AM CDT

Approved as to legal form: 

By: 
Elizabeth K. Barton, Acting General Counsel

Authorization: Board Rule 7-13(b)

**PROJECT: 3813 S. DEARBORN
CLOSED ATTUCKS SCHOOL**

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY SUBJECT TO RIGHT OF ENTRY

PARCEL #1:

LOTS 1 TO 48, IN BLOCK 6 IN SCAMMONS SUBDIVISION OF BLOCK 32 AND THAT PART LYING EAST OF CHICAGO AND ROCK ISLAND AND PACIFIC RAILROAD OF BLOCK 31 IN CANAL TRUSTEE'S SUBDIVISION OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AND VACATED ALLEY AND PART OF VACATED 38TH STREET.

PARCEL #2:

VACATED NORTH AND SOUTH 16 FOOT ALLEY LYING WEST AND ADJOINING THE WEST LINE OF LOTS 1 TO 24 AND LYING EAST AND ADJOINING THE EAST LINE OF LOTS 25 TO 48 IN BLOCK 6 AFORESAID;

PARCEL #3:

THE SOUTH 33 FEET OF VACATED 38TH STREET NORTH AND ADJOINING PARCELS 1 AND 2 ALL IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS:

3813 S. DEARBORN CHICAGO, ILLINOIS
NORTHEAST CORNER OF S. DEARBORN & 39TH STREET

PINS:

17-33-421-047-0000 AND 17-33-421-048-0000

**PROJECT: 3813 S. DEARBORN
CLOSED ATTUCKS SCHOOL**

**EXHIBIT B
SCOPE OF WORK**

Non-invasive Phase I Environmental Assessment.

Visual inspection only. No sampling, no physical testing, no borings or excavation.