City of Chicago

O2016-1826

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	3/16/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Lease agreement with County of Cook, The for use of clinical office space at Roseland Health Center at 200 E 115th St
Committee(s) Assignment:	Committee on Housing and Real Estate

HSG.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 16, 2016

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Fleet and Facility Management, I transmit herewith ordinances authorizing the execution of lease agreements.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

O R D I N A N C E

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1: On behalf of the City of Chicago as Landlord, the Commissioner of the Department of Fleet and Facility Management is authorized to execute a Lease with The County of Cook, as tenant, for use of 10,784 square feet of clinical office space, subject to expansion include the entire building, at the Roseland Public Health Center at 200 East 115th Street, to be used as a Community Triage Center; such Lease to be approved by the Commissioner of the Department of Public Health, and as to form and legality by the Corporation Counsel in substantially the following form:

LEASE

THIS LEASE is made and entered into this _____ day of _____, 2016, by and between **THE CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of government (hereinafter referred to as "Landlord") and **THE COUNTY OF COOK**, a body politic and corporate of the State of Illinois (hereinafter referred to as "Tenant").

RECITALS

WHEREAS, Landlord owns the real property and improvements located at 200 East 115th Street in Chicago, Illinois, as legally described in Exhibit A attached hereto (the "Property"); and

WHEREAS, the Property is improved with the Roseland Public Health Center building (the "Building"); and

WHEREAS, the Building is a three-story structure comprised of approximately 21,953 square feet of space; and

WHEREAS, Landlord's Department of Public Health is currently utilizing approximately 11,169 square feet of space on the second and third floors of the Building as an STI Clinic, Mental Health Clinic, and administrative offices; and

WHEREAS, the remaining 10,784 square feet of space on the first floor and in the basement of the Building have no present municipal use for Landlord; and

WHEREAS, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord, approximately 10,784 square feet of space on the first floor and in the basement of the Building to be used by Tenant as a Community Triage Center; and

WHEREAS, as part of Tenant's behavioral health strategy across Cook County, Tenant's Community Triage Center will provide care for people with immediate health needs involving behavioral issues, including alcohol and opiate detoxification, medication stabilization, and other behavioral health services.

NOW THEREFORE, in consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

SECTION 1. GRANT

1.1 Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

Approximately 10,784 square feet on the first floor and basement of the Building located at 200 East 115th Street, Chicago, Illinois (the "Premises").

1.2 Tenant's Expansion Option. Tenant shall have the option to expand to any available and unoccupied space within the Building ("Expansion Space"). If Tenant chooses to exercise this option, Landlord and Tenant shall enter into a written amendment to this Lease confirming (a) the location and square footage of the Expansion Space, and (b) the date on which occupancy of the Expansion Space commences (the "Expansion Space Commencement Date"). The term of the demise of the Expansion Space shall commence on the Expansion Space Commencement Date and expire concurrently with the Term of this Lease, as extended or earlier terminated. The Expansion Space shall be subject to all the terms and conditions of this Lease, and all references in this Lease to the "Premises" shall be deemed to include and incorporate the Expansion Space. Tenant agrees to accept any Expansion Space in its then "as is" condition, and Landlord shall not be required to make any repairs or improvements to the Expansion Space. The Expansion Space shall be added as part of the Premises for all purposes, effective as of the Expansion Space Commencement Date. If Tenant becomes the sole occupant of the Building, the "Sole Occupancy Date" shall refer to the first day of the month following the vacation of all non-Tenant occupants.

SECTION 2. TERM

2.1 Term. The term of this Lease ("Term") shall commence on the date of execution of this Lease ("Commencement Date"), and shall terminate on December 31, 2026, unless sooner terminated as set forth in this Lease.

SECTION 3. RENT, TAXES, UTILITIES AND COMMON AREA MAINTENANCE

3.1 Rent. Tenant shall pay base rent for the Premises in the amount of:

One Dollar ($1.00) for the entire Term with the receipt and sufficiency of said sum hereby acknowledged by both parties.

The term "Rent" as used herein means the base rent of $1.00 plus all other payments due under this Lease of any kind or nature. Such other payments are sometimes referred to herein as "Additional Rent."

3.2 Utilities and Common Area Expenses.

(a) Utilities. Except as otherwise provided in Section 10 below, prior to the Sole Occupancy Date, Landlord shall be responsible for providing and paying for all utilities, including water, gas, electricity, heat, air conditioning, power, sewage, telephone and other communication services, trash removal, and all other services and utilities furnished to or for the benefit of the Building, unless the same are separately metered or supplied to the Premises, in which case Tenant shall pay such metered utility bills directly to the applicable utility company as the bills become due and payable. Tenant shall reimburse Landlord a proportionate share of such utility charges in accordance with

Section 3.2(c) below, and such proportionate share shall be deemed Additional Rent hereunder.

(b) Common Areas. Except as otherwise provided in Section 10 below, prior to the Sole Occupancy Date, Landlord shall maintain in good repair, reasonable wear and tear and casualty excepted, the outer walls, roof, downspouts, gutters and basic structural elements and Common Areas (as hereinafter defined) of the Building and Property. Landlord shall make all necessary repairs to the HVAC, electrical, plumbing and other building systems providing service jointly to the Premises and other portions of the Building. With respect to the Common Areas, Landlord shall regularly mow any grass, remove weeds and perform general landscape maintenance; provide all necessary custodial and security services; provide and maintain required smoke detectors, fire extinguishers and carbon monoxide detectors; remove snow and ice from the parking lot and from all sidewalks abutting the Property; and maintain and repair the parking lot. The term "Common Areas" shall refer to all areas designed for common use or benefit within the Building and on the Property, including without limitation, landscaped and vacant areas, driveways, walks, curbs, parking areas (exclusive of any parking areas designated or to be designated by Landlord for the exclusive use of other tenants), halls, corridors, stairways and bathrooms. The Common Areas shall not include commercial areas intended for renting as the same shall exist from time to time. Tenant shall reimburse Landlord a proportionate share of such Common Area maintenance expenses in accordance with Section 3.2(c) below, and such proportionate share shall be deemed Additional Rent hereunder.

(c) Tenant's Proportionate Share of Expenses. Tenant's proportionate share shall mean the number of rentable square feet in the Premises divided by the number of rentable square feet in the Building. The parties agree that Tenant's proportionate share as of the date hereof is 49%. If the rentable area of the Premises is changed by Tenant's leasing of additional space hereunder or for any other reason, Tenant's proportionate share shall be adjusted accordingly.

(d) Payment. As soon as reasonably possible after the end of each calendar year prior to the Sole Occupancy Date, Landlord shall furnish to Tenant a statement of the utility charges incurred by Landlord under Section 3.2(a) and the Common Area maintenances expenses incurred by Landlord under Section 3.2(b) (collectively, "Operating Costs") for the previous calendar year, including a statement of Tenant's share of such amount. Within thirty (30) days thereafter, Tenant shall pay to Landlord Tenant's share of Operating Costs. Tenant's share of Operating Costs for the years in which the Lease commences and terminates shall be prorated based upon the dates of commencement and termination of the Term. Payments for any partial calendar month shall be prorated.

3.3 Tenant's Assumption of Responsibility for Utilities and Common Areas. From and after the Sole Occupancy Date through the expiration of the Term, Tenant shall assume full responsibility for providing and paying for all utilities and Common Area maintenance as delineated in Section 3.2 above. Landlord shall not have any responsibility for providing,

delivering, or paying for any utilities or maintenance to the Building or the Property after the Sole Occupancy Date.

3.4 Taxes. In the event that real estate taxes or Leasehold taxes are ever assessed against the Building and/or Premises as a result of Tenant's tenancy, Tenant shall pay when due any such real estate or leasehold taxes assessed or levied on the Premises without reimbursement or other setoff from Landlord. Tenant acknowledges that real estate taxes or leasehold taxes are one (1) year in arrears in Cook County and that as a result Tenant will be responsible for satisfaction of all real estate or leasehold taxes assessed or levied on the subject Premises at least one year after Tenant vacates the Premises. Notwithstanding the foregoing, nothing contained herein shall preclude Tenant from contesting any charge or tax levied against the Premises. The failure of Tenant to pay such taxes during the pendency of the contest shall not constitute a default under this Lease. Tenant's tax responsibilities under this section shall survive the expiration, cancellation, or termination of this Lease agreement.

3.5 Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than any installment or payment of the rent or any amounts due hereunder shall be deemed to be other than on account of the amount due, and no endorsement of statement or any check or any letter accompanying any check or payment of rent shall be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice as to Landlord's right to recover the balance of such installment or payment to pursue any other remedies available to Landlord.

SECTION 4. CONDITION AND ENJOYMENT OF PREMISES, ALTERATIONS AND ADDITIONS

4.1 Satisfaction with Condition. Tenant agrees that Tenant has inspected the Premises and all related areas and grounds and that Tenant is satisfied with the physical condition thereof and accepts the Premises in its "As-Is" condition.

4.2 Covenant of Quiet Enjoyment. Landlord covenants and agrees that Tenant, upon observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this Lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

4.3 Duty to Maintain Premises and Right of Access. Tenant shall, at Tenant's expense, keep the Premises in a condition of good repair and order, and in compliance with all applicable provisions of the Municipal Code of Chicago. If Tenant shall refuse or neglect to make needed repairs within fifteen (15) days after written notice thereof sent by Landlord, unless such repair cannot be remedied within fifteen (15) days, and Tenant shall have commenced and is diligently pursuing all necessary action to remedy such repair, Landlord, at Landlord's option, is authorized to either make such repairs and Tenant will, within thirty (30) business days of demand, reimburse Landlord for the reasonable cost thereof, or Landlord can immediately terminate this Lease by providing the Tenant with written notice thereof. Landlord shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises,

provided that, except in the case of emergencies, Landlord shall first give notice to Tenant of its desire to enter the Premises and will schedule its entry so as to minimize any interference with Tenant's use of the Premises.

4.4 Use of the Premises. Tenant shall only use the Premises as a Community Triage Center. Tenant shall not use the Premises in a manner that would violate any laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments (collectively, the "Laws") which may be applicable to the Premises or to the use or manner of use of the Premises. Tenant further covenants not to do or suffer any waste or damage, comply in all respects with the Laws and requirements of all federal, state, and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises.

4.5 Alterations and Additions. Tenant may make alterations, additions and improvements on the Premises, provided that any such alterations, additions and improvements shall be in full compliance with the applicable Law, permit requirements, and codes. In addition, Tenant will comply with all insurance requirements under this Lease. Tenant must obtain the prior written consent of the Commissioner of the Department of Fleet and Facility Management before commencing any alterations, additions and or improvements. Any additions and improvements to the Premises shall be without cost to Landlord and shall become property of Landlord at Lease termination without offset or other credit to Tenant. The Parties agree that in the event Tenant incurs material expenses in excess of $50,000 for such alterations, additions and improvements to the Premises or to remove or abate hazardous substances on the Premises, including but not limited to asbestos, the Landlord agrees to waive its right to terminate this Lease for a period of five (5) years from the date of completion of such alterations, additions, improvements or removal or abatement of hazardous substances. Notwithstanding the waiver of Landlord's termination right, Landlord shall have a right to terminate this Lease if Tenant completely vacates the Premises and does not notify Landlord of its intent to re-occupy said Premises in accordance with Section 9.10.

SECTION 5. ASSIGNMENT, SUBLEASE, AND LIENS

5.1 Assignment and Sublease. Tenant shall not assign this Lease in whole or in part, or sublet the Premises or any part thereof, without Landlord's prior written consent. No assignment or sublease by Tenant shall relieve Tenant of any obligation to be performed by Tenant under this Lease.

5.2 Tenant's Covenant against Encumbering Title. Tenant shall not do any act which shall in any way encumber the fee simple estate of Landlord in and to the Premises, nor shall the interest or estate of Landlord in the Premises be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Tenant. Any claim to, or lien upon, the Premises arising from any act or omission of Tenant shall accrue only against the leasehold estate of Tenant and shall be subject to and subordinate to the paramount title and rights of Landlord in and to the Premises.

5.3 Tenant's Covenant against Liens. Tenant shall not permit the Premises to become subject to any mechanic's, laborer's, or materialmen's liens on account of labor or material furnished to Tenant or claimed to have been furnished to Tenant. In case of any such lien attaching, Tenant shall immediately pay and remove such lien or furnish security or indemnify Landlord in a manner satisfactory to Landlord in its sole discretion to protect Landlord against any defense or expense arising from such lien. Except during any period in which Tenant appeals any judgment or obtains a rehearing of any such lien, or in the event judgment is stayed, Tenant shall immediately pay any judgment rendered against Tenant, with all proper costs and charges, and shall have the lien released and any judgment satisfied. If Tenant fails to pay and remove any lien or contest such lien in accordance herewith, Landlord, at its election, may pay and satisfy same, and all sums so paid by Landlord shall become immediately due and payable by Tenant, with interest from the date of payment at the rate set at 12% per annum provided that such rate shall not be deemed usurious by any Federal, State, or Local law.

SECTION 6. INSURANCE AND INDEMNIFICATION

6.1 Self-Insurance. Tenant shall secure insurance coverages for each of the insurance requirements as incorporated herein under this Section 6 or Tenant may self-insure for the same types and amounts.

6.2 Insurance. If Tenant elects not to self-insure, Tenant shall procure and maintain, at Tenant's own expense (or at the expense of such service providers, as applicable), at all times during the Term, the insurance coverages and requirements specified below, insuring all operations related to the Lease. Tenant shall also require any service provider to procure and maintain the same type and amounts of insurance that is required of Tenant. The kind and amounts of insurance required are as follows:

(a) Worker's Compensation and Employer's Liability. Workers Compensation as prescribed by applicable law, covering all employees who are to provide a service under this Lease, and Employer's Liability Insurance with limits of not less than $500,000 each accident, illness or disease.

(b) Commercial General Liability (Primary and Umbrella). Commercial General Liability Insurance or equivalent, with limits of not less than $3,000,000 per occurrence, for bodily injury, personal injury, and property damage liability. Coverage shall include the following: All premises and operations, products/completed operations, defense, separation of insureds, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City of Chicago shall be named as an additional insured under the policy. Such additional insured coverage shall be provided on CG 20 10 or on a similar additional insured form acceptable to the City. The additional insured coverage shall not have any limiting endorsements or language under the policy such as, but not limited to, Tenant's sole negligence or the Additional Insured's vicarious liability. Tenant's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

(c) Automobile Liability Insurance (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with the Lease, Tenant shall provide and maintain Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage. The City of Chicago shall be named as an additional insured on a primary, non-contributory basis.

(d) Medical Professional Liability. Medical Professional Liability coverage with limits of not less than $5,000,000 including prior Acts coverage, such instances covering Tenant against any claim made against Tenant arising out of a medical incident involving the rendering of or a failure to render professional services or out of the performance of the services in Tenant's capacity toward the Landlord as professional consultant, whether caused by an error, omission or act of the Tenant, of any person employed by Tenant or any others for whose actions or omissions Tenant is legally liable. The policy shall have an extended reporting period of two (2) years. When policies are renewed or replaced the policy retroactive date must coincide with or precede the start of work.

The Tenant shall be responsible for all loss or damage personal property (including, but not limited to materials, equipment, tools and supplies), owned, rented or used by Tenant.

6.3 Other Terms of Insurance. Tenant will furnish the City of Chicago, Department of Fleet and Facility Management, Office of Real Estate Management, 30 North LaSalle Street, Suite 300, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Lease, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term. Tenant shall submit evidence of insurance prior to execution of the Lease. The receipt of any certificate does not constitute agreement by Landlord that the insurance requirements in this Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements in the Lease. The failure of Landlord to obtain certificates or other insurance evidence from Tenant shall not be deemed to be a waiver by Landlord. Tenant shall advise all insurers of the Lease provisions regarding insurance. Non-conforming insurance shall not relieve Tenant of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Lease and the Landlord retains the right to terminate or suspend the Lease until proper evidence of insurance is provided.

The Tenant shall provide for 60 days prior written notice to be given to the Landlord in the event coverage is substantially changed, cancelled, or non-renewed.

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by Tenant.

Tenant hereby grants to the Landlord a waiver of any right of subrogation which any insurer of Tenant may acquire against the Landlord by virtue of the payment of any loss under the insurance. Tenant agrees to obtain any endorsement that may be necessary to affect this

waiver of subrogation, but this provision applies regardless of whether or not the Landlord has received a waiver of subrogation endorsement from the insurer(s).

Tenant expressly understands and agrees that any coverages and limits furnished by Tenant shall in no way limit the Tenant's liabilities and responsibilities specified in this Lease or by law.

Tenant expressly understands and agrees that its insurance is primary and any insurance or self-insurance programs maintained by the Landlord shall not contribute with insurance provided by Tenant.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Lease or any limitation placed on the indemnity in this Lease given as a matter of law.

If Tenant is a joint venture or limited liability company, the insurance policies shall name the joint venture or limited liability company as a named insured.

If Tenant maintains higher limits than the minimums shown above, Landlord shall be entitled to coverage for the higher limits maintained by Tenant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Landlord.

Notwithstanding any provision to the contrary, the City of Chicago, Department of Finance, Office of Risk Management, maintains the rights to modify, delete, alter or change these requirements at any time during the Term of Lease.

6.4 Tenant's Indemnification. Tenant shall indemnify, defend, and hold Landlord harmless against all liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, costs, damages, and expenses (including reasonable attorney's fees, expenses, and court costs), whether such claim is related to or arises from personal injury or property damage which may be expended by or accrue against, be charged to, or be recovered from Landlord or Tenant by reason of Tenant's performance of or failure to perform any of Tenant's obligations under this Lease, or Tenant's negligent acts or failure to act, or resulting from the acts or failure to act of Tenant's contractors, respective officers, directors, agents, or employees. This section shall survive the expiration of this Lease and the expiration of any obligations owing to any party under this Lease.

SECTION 7. CONFLICT OF INTEREST AND GOVERNMENTAL ETHICS

7.1 Conflict of Interest. No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any financial interest (as defined in Chapter 2-156 of the Municipal Code), either direct or indirect, in the Premises; nor shall any such official, employee, or member participate in making or in any way attempt to use his or her position to influence any City governmental decision or action with respect to this Lease.

7.2 Duty to Comply with Governmental Ethics Ordinance. Landlord and Tenant shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics," including but not limited to section 2-156-120, which states that no payment, gratuity, or offer of employment shall be made in connection with any City of Chicago contract as an inducement for the award of that contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of Chapter 2-156 shall be voidable in the sole discretion of the City of Chicago.

SECTION 8. HOLDING OVER

8.1 Holding Over. Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning on January 1, 2027. During any holdover period all provisions of this Lease shall remain in full force and effect.

SECTION 9. MISCELLANEOUS

9.1 Notice. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Tenant to Landlord shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid addressed to Landlord as follows:

City of Chicago
Department of Fleet and Facility Management
Office of Real Estate Management
30 North LaSalle Street, Suite 300
Chicago, Illinois 60602

With a copy to:

City of Chicago
Department of Public Health
333 South State Street, 2nd Floor
Chicago, Illinois 60605

or at such other place as Landlord may from time to time designate by written notice to Tenant. All notices, demands, and requests by Landlord to Tenant shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant as follows:

Cook County
Attn: Director of Real Estate
Dept. of Real Estate Management
69 West Washington Street, Suite 3000
Chicago, Illinois 60602

With a copy to:

Cook County Health & Hospital Systems
Attn: Director of Project Mgmt. & Operational Excellence
1900 W. Polk Street, Suite 211 A
Chicago, IL 60612

or at such other place as Tenant may from time to time designate by written notice to Landlord. Any notice, demand or request which shall be served upon Tenant by Landlord, or upon Landlord by Tenant, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

9.2 Partial Invalidity. If any covenant, condition, provision, term or agreement of this Lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this Lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this Lease shall be valid and in force to the fullest extent permitted by law.

9.3 Governing Law. This Lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

9.4 Entire Agreement. All preliminary and contemporaneous negotiations are merged into and incorporated in this Lease. This Lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

9.5 Captions and Section Numbers. The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Lease nor in any way affect this Lease.

9.6 Binding Effect of Lease. The covenants, agreements, and obligations contained in this Lease shall extend to, bind, and inure to the benefit of the parties hereto and their legal representatives, heirs, successors, and assigns.

9.7 Time is of the Essence. Time is of the essence of this Lease and of each and every provision hereof.

9.8 No Principal/Agent or Partnership Relationship. Nothing contained in this Lease 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.

9.9 Authorization to Execute Lease. The parties executing this Lease hereby represent and warrant that they are duly authorized and acting representatives of Landlord and Tenant respectively and that by their execution of this Lease, it became the binding obligation of

Landlord and Tenant respectively, subject to no contingencies or conditions except as specifically provided herein.

9.10 Termination of Lease. Landlord and Tenant shall have the right to terminate this Lease without prepayment or penalty by providing each other with One-Hundred Twenty (120) days prior written notice any time after execution of this Lease subject to the provisions of Section 4.5 herein.

9.11 Force Majeure. When a period of time is provided in this Lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

9.12 Condemnation. If the whole or any substantial part of the Premises are taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Premises, the term of this Lease shall, at the option of Landlord or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Landlord shall be entitled to receive the entire award without apportionment with Tenant.

9.13 Tenant Default. Tenant must adhere to all provisions of this Lease. Failure of Tenant to adhere to all provisions of this Lease will result in default. In the event of such default, Landlord will notify Tenant in writing as to the circumstances giving rise to such default. Upon written receipt of such notice, Tenant must cure such default within sixty (60) days. If Tenant does not cure such default within sixty (60) days, Landlord may cancel this Lease with thirty (30) days written notice.

9.14 No Brokers. The Department of Fleet and Facility Management does not use brokers, tenant representatives, landlord representatives, or other finders. Tenant warrants to Landlord that no broker, tenant representative, or other finder (a) introduced Tenant to Landlord, (b) assisted Tenant in the negotiation of this Lease, or (c) dealt with Tenant on Tenant's behalf in connection with the Premises or this Lease. Landlord warrants to Tenant that Landlord does not use brokers, landlord representatives, or other finder. No rental payments or other obligations due to Landlord hereunder shall ever be provided to any brokers, tenant representatives, landlord representatives, or other finders.

9.15 Amendments. From time to time, the parties hereto may administratively amend this Lease with respect to any provisions reasonably related to Tenant's use of the Premises and/or Landlord's administration of said Lease including, but not limited to, leasehold expansion. Provided, however, that such Amendment(s) shall not serve to extend the Term hereof nor serve, in the sole opinion of the Landlord, to otherwise materially alter the essential provisions contained herein. Such amendment(s) shall be in writing, shall establish the factual background necessitating such alteration, shall set forth the terms and conditions of such modification, and shall be duly executed by both Landlord and Tenant. Such amendment(s) shall only take effect

upon execution by both parties. Upon execution, such amendment(s) shall become a part of this Lease and all other provisions of this Lease shall otherwise remain in full force and effect.

9.16 Access to Parking Lot. Tenant shall have non-exclusive access to the rear parking lot of the Building on a first-come first-served basis. Such use of the rear parking lot shall be subject to all rules in place, or hereinafter in place, governing the access to the rear parking lot.

9.17 Counterparts. This Lease may be executed in counterparts, each of which shall constitute and be deemed as one and the same document.

SECTION 10. TENANT'S SPECIFIC MAINTENANCE OBLIGATIONS.

In addition to the maintenance obligations set forth in Sections 3 and 4 hereof and elsewhere in this Lease, Tenant shall have the following specific maintenance obligations:

10.1 Custodial Service. Tenant shall, at all times, provide and pay for custodial services to keep the Premises clean and free of debris. Tenant shall provide and pay for any exterminator service for the Premises whenever such services are reasonably necessary.

10.3 Scavenger/Dumpster Service. Tenant shall provide and pay for its own scavenger/dumpster service.

10.4 Security Service. Tenant is responsible for properly securing the Premises at all times.

10.5 Fire Extinguishers and Carbon Monoxide Detectors. Tenant shall, at all times, provide and maintain required smoke detectors, fire extinguishers and carbon monoxide detectors in the Premises.

10.6 Snow Removal. Tenant shall provide and pay for prompt removal of snow and ice from sidewalks which immediately abut the Premises and from the rear portion of the lot abutting the alley.

SECTION 11. ADDITIONAL RESPONSIBILITIES OF TENANT

11.1 Illegal Activity. Tenant, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Premises; is illegal; or increases the rate of insurance on the Premises. Tenant agrees that no alcoholic beverages or illegal drugs of any kind or nature shall be sold, given away or consumed on the Premises.

11.2 Hazardous Materials. Tenant shall not use or store any Hazardous Substances (defined below) on the Premises. Tenant shall promptly notify the Landlord if Tenant discovers any Hazardous Substances on the Premises. As used in this Lease, the term "Hazardous Substances" shall mean any toxic substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Laws (as defined hereunder), or any pollutant, toxic vapor, or contaminant, and

shall include, but not be limited to, polychlorinated biphenyls (PCBs), crude oil, any fraction thereof, or refined petroleum products such as oil, gasoline, or other petroleum-based fuels, lead paint, asbestos or asbestos-containing materials, urea formaldehyde, any radioactive material or by-product material, radon and mold. "Environmental Laws" shall mean any and all Laws, permits and other requirements or guidelines of governmental authorities applicable to the Premises and relating to the regulation and protection of human health, safety, the environment, natural resources or to any Hazardous Substances, including without limitation, any Laws requiring the filing of reports and notices relating to Hazardous Substances.

11.3 Licensing and Permits. For any activity which Tenant desires to conduct on the Premises in which a license or permit is required, said license or permit must be obtained by Tenant prior to using the Premises for such activity. Landlord's Department of Fleet and Facility Management and Department of Public Health must be notified of any such license or permit. Failure to obtain and maintain a required license or permit shall constitute a breach of the terms of this Lease.

11.4 Full Liability. Tenant assumes full legal and financial responsibility and liability for any and all use of the Premises by Tenant, Tenant's staff, Tenant's agents, Tenant's invitees, and any other person or persons entering the Premises.

11.5 Non-Discrimination. Tenant agrees that Tenant shall (a) not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the use or occupancy of the Premises or any part thereof, and (b) not use the Premises for any religious activities.

11.6 Condition on Surrender. Upon the termination or cancellation of this Lease, Tenant shall surrender the Premises to the Landlord in a comparable or better condition to the condition of the Premises at the beginning of this Lease, with normal wear and tear taken into consideration.

11.7 Trade Fixtures. Upon the termination or cancellation of this Lease by lapse of time, Tenant may remove Tenant's personal property, trade fixtures, and equipment, provided that Tenant shall repair any injury or damage to the leased Premises which may result from such removal. If Tenant does not remove Tenant's furniture, machinery, trade fixtures and all other items of personal property of any kind from the leased Premises prior to the end of the term, Landlord may, at its option, remove the same and deliver them to any other place of business of Tenant or warehouse the same, and Tenant shall pay the cost of such removal, including the repair for such removal, delivery and warehousing, to Landlord on demand, or Landlord may treat such property as being conveyed to Landlord with this Lease as a bill of sale, without further payment or credit by Landlord to Tenant.

11.8 Repairs for Tenant Negligence, Vandalism, or Misuse. Tenant shall assume responsibility for any repairs to the Premises and/or the Building necessitated by the negligence, vandalism, or misuse of the Premises and/or Building or equipment therein by Tenant's employees, invitees, agents, clients, or contractors.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD:

THE CITY OF CHICAGO,
a Municipal Corporation and Home Rule Unit of Government

DEPARTMENT OF PUBLIC HEALTH

By:_____
Commissioner

DEPARTMENT OF FLEET AND FACILITY MANAGEMENT

By:_____
Commissioner

APPROVED AS TO FORM AND LEGALITY
BY: DEPARTMENT OF LAW

By:_____
Deputy Corporation Counsel, Real Estate Division

TENANT:

COUNTY OF COOK,
a Body of Corporate and Politic of the State of Illinois

By:_____
President, Cook County Board of Commissioners

By:_____
County Clerk

By:_____
County Comptroller

APPROVED AS TO FORM:

By:_____
Assistant States Attorney

COOK COUNTY HEALTH AND HOSPITAL SYSTEM

By:_____
Chief Executive Officer

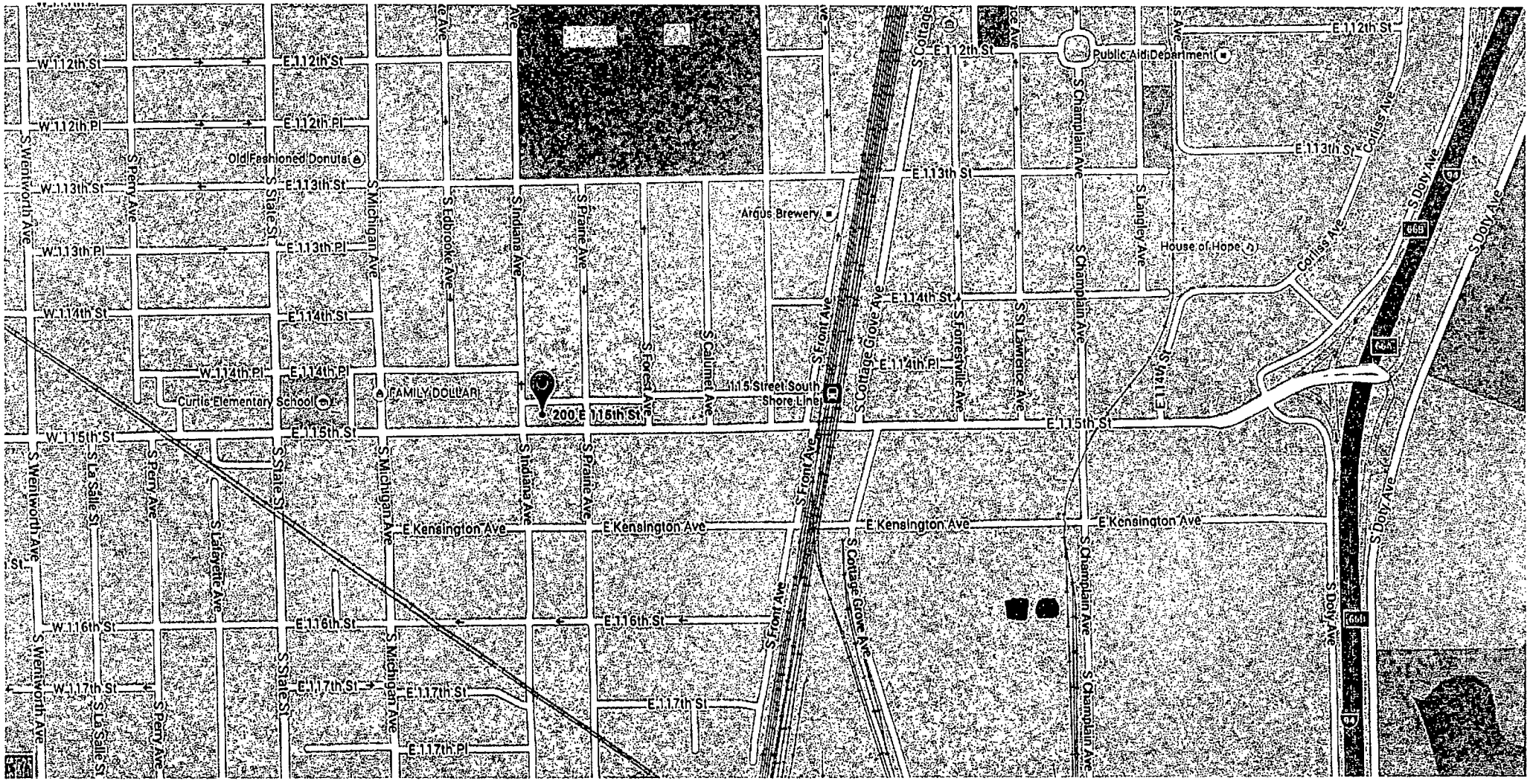
EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

LOTS 5, 4, AND THE WESTERN 8.34 FEET OF LOT 3 IN BLOCK 2 IN THE RESUBDIVISION OF LOTS 19 & 20 IN BLOCK 3 AND ALL OF BLOCK 4 IN WILLIAM C. WOODS' FIRST PALMER PARK ADDITION IN SECTION 22, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.

PIN: 25-22-120-001
Address: 200 East 115th Street

200 E. 115th Street
Lease No. 20330

SECTION 2: This Ordinance shall be effective from and after the date of its passage and approval.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Curtis Elementary School
FAMILY DOLLAR
W 115th St
E 115th St
200 E 115th St
115 Street South Shore Line
W 116th St
E 116th St
W 117th St
E 117th St
E 117th Pl
S Wentworth Ave
S Perry Ave
S La Salle St
S State St
S Michigan Ave
S Edbrooke Ave
S Indiana Ave
S Prairie Ave
S Calumet Ave
S Forest Ave
S Front Ave
S Cottage Grove Ave
S Lafayette Ave
E Kensington Ave
Argus Brewery
S Langley Ave
S Champlain Ave
S Forestville Ave
S St Lawrence Ave
House of Hope
Public Aid Department
Collins Ave
S Doty Ave
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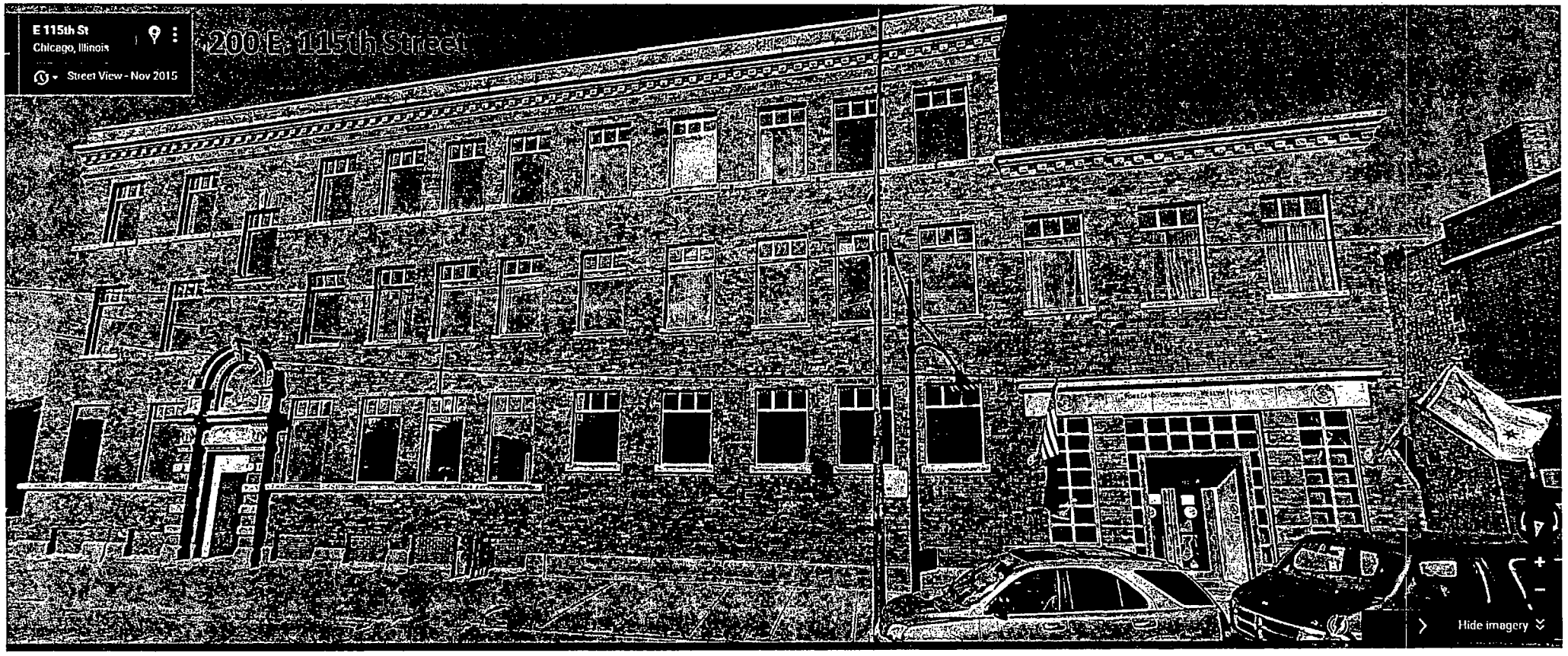
E 115th St
Chicago, Illinois
Street View - Nov 2015
200 E. 115th Street
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