



City of Chicago



O2022-1995

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 6/22/2022

Sponsor(s): Lightfoot (Mayor)

Type: Ordinance

Title: Second Amendment to Lease agreement with United States Coast Guard USA, reducing square footage term, granting two ten-year term extensions for their occupancy of Chicago Marine Safety Station, 250 North Breakwater

Committee(s) Assignment: Committee on Housing and Real Estate

H56



OFFICE OF THE MAYOR
CITY OF CHICAGO

LORI E. LIGHTFOOT
MAYOR

June 22, 2022

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

Ladies and Gentlemen:

At the request of the Commissioner of Assets, Information and Services, I transmit herewith ordinances authorizing the execution of lease agreements with various entities.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

A handwritten signature in black ink that reads "Lori E. Lightfoot".

Mayor

ORDINANCE

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 Assets, Information & Services is authorized to execute the Second Amendment to the Lease Agreement with the United States of America, acting by and through the United States Coast Guard, to reduce the square footage of the leased premises and to grant two ten-year extension options to extend the term of the Lease for the Coast Guard's use and occupancy of space within the Chicago Marine Safety Station, located at the mouth of the Chicago River at Lake Michigan, with an approximate address of 250 North Breakwater; such agreement to be approved as to form and legality by the Corporation Counsel in substantially the following form:

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (this “**Second Amendment**”) is made and entered into this ____ day of _____, 2022, by and between the **CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of government (hereinafter referred to as “**Landlord**”) and **THE UNITED STATES OF AMERICA**, acting by and through **THE UNITED STATES COAST GUARD** (hereinafter referred to as “**Tenant**”).

RECITALS

WHEREAS, Landlord is owner of the Marine Safety Station, occupying an area of approximately 270 feet by 300 feet, constructed above the bed of Lake Michigan at the north end of the inner Chicago Harbor breakwater wall at 250 North Breakwater Access Road, Chicago, Cook County, Illinois (the “**Station**”); and

WHEREAS, Landlord and Tenant are parties to that certain Lease No. HSCG84-04-L-C34010 dated January 23, 2004 (the “**Original Lease**”), which was amended by that certain Lease Amendment dated March 4, 2011 (the **Original Lease** and Lease Amendment shall hereinafter be referred to as the “**Lease**”), permitting Tenant exclusive use of approximately 3,000 square feet of space and shared use of common area space measuring approximately 5,000 square feet (together, the “**Premises**”) at the Station; and

WHEREAS, Landlord seeks a reduction in Tenant’s Premises to accommodate the needs of Landlord’s Fire Department for additional bunk space and Tenant is agreeable to said Premises reduction; and

WHEREAS, the Term of the Lease is set to expire on September 30, 2025, Tenant seeks two additional 10 year extension options, and Landlord is agreeable to granting said options to extend the Term; and

WHEREAS, Landlord and Tenant desire to modify certain terms and conditions of the Lease.

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

1. **Recitals and Terms of Art.** The recitals are incorporated herein by reference and made a part of this Second Amendment. All capitalized terms used herein shall have the same meanings as they do in the Lease, unless otherwise expressly provided herein.

2. **Options to Extend the Term.** Tenant is granted two (2) additional ten (10) year extension options to extend the Term of the Lease from October 1, 2025, through September 30, 2035, and from October 1, 2035, through September 30, 2045, upon the same terms and conditions of the Lease.

3. **Premises Reduction.** Per Landlord’s request for additional space, Tenant hereby relinquishes rooms 304 (bunk room) and 305 (restroom) as identified on the floorplan attached

hereto as Exhibit C. Exhibit A of the Original Lease (dated January 23, 2004) contains a *Program for the Marine Safety Station* that does not correspond to the room numbers listed on Exhibit C of this Second Amendment due to the room numbers having been reassigned during renovation of the Station in 2005, after execution of the Original Lease. Therefore, to correct the inconsistency, the attached Exhibit D contains a *Revised Program for the Marine Safety Station* with room numbers that correspond with the room numbers on the floor plan on the attached Exhibit C. Furthermore, the Lease Amendment (dated March 4, 2011), reducing Tenant's Premises by removal of berth 4 (corresponding with room 308 in Exhibit A of the Original Lease), misstated the room number that was actually vacated by Tenant. The room that was vacated by Tenant in 2011 corresponds with room 302 as depicted on Exhibit C of this Second Amendment. From and after the date of this Second Amendment, Tenant's Premises is restated to be:

Approximately 2,682 square feet of exclusive space, as specified on Exhibit D attached hereto, and shared use of approximately 5,000 square feet of common area space at the Chicago Marine Safety Station, a building constructed above the bed of Lake Michigan occupying an area of approximately 270 feet by 300 feet at the north end of the inner Chicago Harbor breakwater wall at 250 North Breakwater Access Road, Chicago, Cook County, Illinois.

The above Premises shall be used to calculate adjustment rent (as contained in Section 3.2 of the Original Lease) applicable to the fiscal year ending September 30, 2022.

4. **Change to Name of Department.** The Department of Fleet & Facility Management of the City of Chicago has merged with another department and the name of the new department is the Department of Assets, Information & Services. All reference in the Lease to the Department of Fleet & Facility Management shall now refer to the Department of Assets, Information & Services. Landlord's notice address shall henceforth be:

Notice Address: City of Chicago
Department of Assets, Information & Services
Bureau of Asset Management
Office of Real Estate Management
2 North LaSalle Street, Suite 200
Chicago, Illinois 60602

With a copy to: City of Chicago
Department of Law
121 North LaSalle Street, Suite 600
Chicago, Illinois 60602
Attn: Real Estate and Land Use Division

5. **Reaffirmation of Lease.** Except to the extent expressly set forth in this Second Amendment, all of the terms and conditions of the Lease shall remain in full force and effect and are hereby ratified and affirmed. If there is any conflict between the terms and provisions of the

Lease and the terms and provisions of this Second Amendment, the terms and provisions of this Second Amendment shall control.

6. **Severability**. In the event that any provision of this Second Amendment shall at any time be found to be invalid or otherwise rendered unenforceable, such provision shall be limited to the extent necessary to render the same valid, or shall be excised from this Second Amendment, as the circumstances require, and this Second Amendment shall be construed as if said provision had been incorporated herein as so limited or as if said provision had not been included herein, as the case may be.

7. **Counterparts**. This Second Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Second Amendment may be executed and delivered via email or PDF.

8. **Effectiveness**. This Second Amendment is not effective unless and until the same is signed and delivered by both Tenant and Landlord.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS HEREOF, the parties hereto have caused this Second Amendment to be duly executed on the date first written above.

LANDLORD:

THE CITY OF CHICAGO,
an Illinois municipal corporation and home rule unit of government

DEPARTMENT OF ASSETS, INFORMATION & SERVICES

By: _____
Commissioner

APPROVED AS TO FORM AND LEGALITY:
BY: DEPARTMENT OF LAW

By: _____
Assistant Corporation Counsel
Real Estate Division

TENANT:

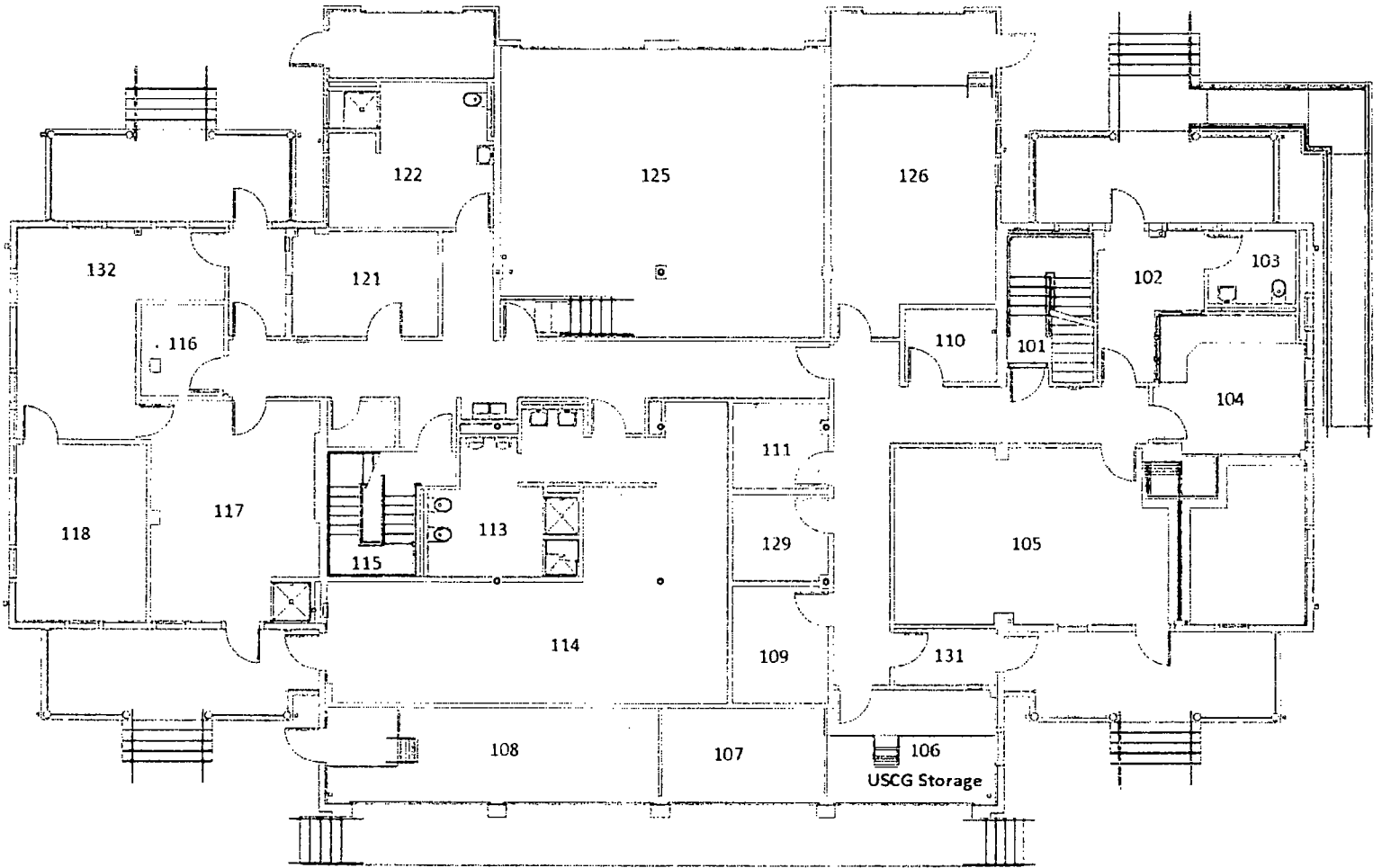
THE UNITED STATES GOVERNMENT acting by and through
THE UNITED STATES COAST GUARD

By: _____

Name: _____

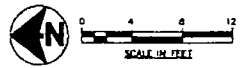
Title: _____

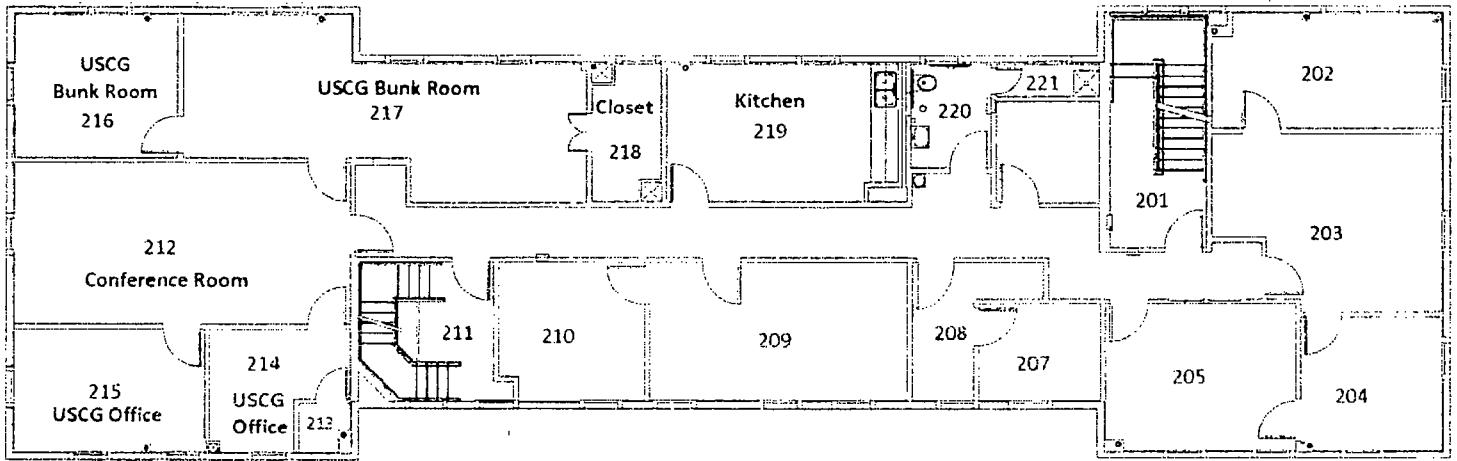
EXHIBIT C
floor plans with room numbers



CHICAGO WARRICK SAFETY STATION

1 FIRST FLOOR

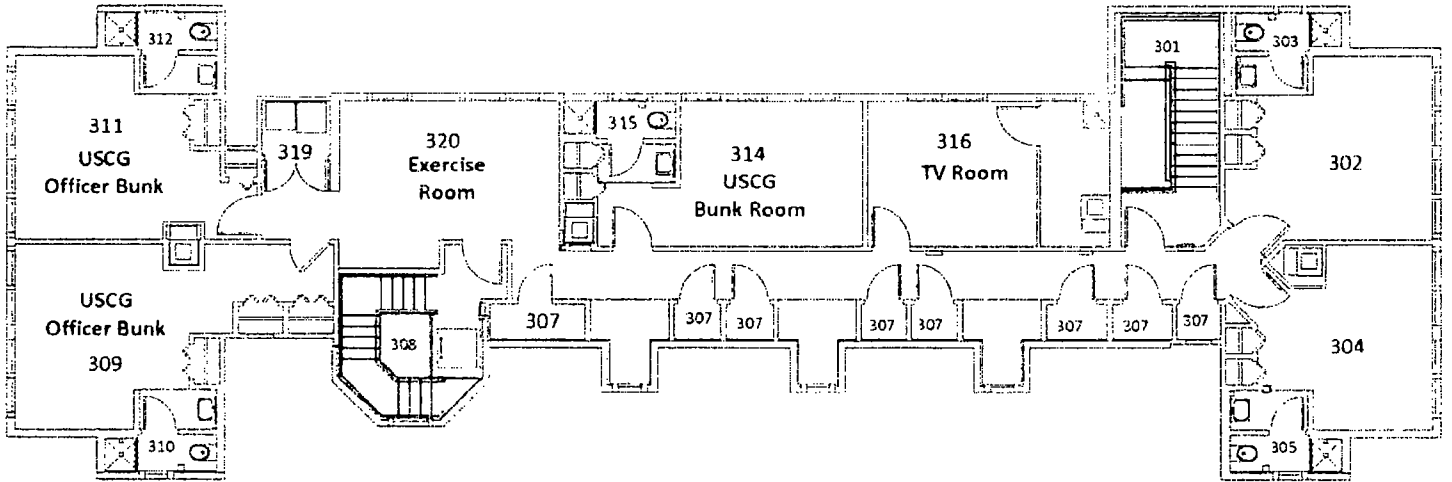




CHICAGO MARINE SAFETY STATION

1 SECOND FLOOR





CHICAGO MARINE SAFETY STATION

1 THIRD FLOOR

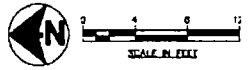


EXHIBIT D

Revised Program for the Marine Safety Station

USCG's Exclusive Space		
room	Use	square feet
106	storage	150
212	conference room	338
213	closet	16
214	office	94
215	office	150
216	bunk room	143
217	bunk room	336
218	closet	66
307	closets	102
309	officer bunk room	266
310	private restroom	27
311	officer bunk room	231
312	private restroom	27
314	bunk room	226
315	private restroom	27
316	TV Room	198
319	Laundry	24
320	exercise room	209
002	tool storage shed	52

* not represented on floor plan

2682 = total

**250 N. Breakwater
2nd Amendment to Lease**

SECTION 2:
passage and approval.

This Ordinance shall be effective from and after the date of its