

47-O-21

AN ORDINANCE

Authorizing the City Manager to Execute a Lease of Property Located at 2603 Sheridan Road (Harley Clarke Mansion) for Recreational Uses, Environmental Education, and Community Meetings

WHEREAS, the City owns certain real property located at 2603 Sheridan Road, Evanston, Illinois (also known as the Harley Clarke Mansion); and

WHEREAS, Artists Book House, an Illinois not-for-profit corporation (“Artists Book House”), seeks to invest in and renovate the Harley Clarke Mansion located at 2603 Sheridan Road to create a high quality public use consistent with the 2008 Lakefront Master Plan; and

WHEREAS, the Parties negotiated a long-term lease of the Property to preserve the property for educational programming and public use, for 40-years; and

WHEREAS, the City Council determined that the Property is necessary for future City operations and in the City’s best interests,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, THAT:

SECTION 1: The foregoing recitals are hereby found as fact and incorporated herein by reference.

SECTION 2: Pursuant to Subsection 1-17-4-1 of the Evanston City Code of 2012, as amended (the “City Code”), the City Manager is hereby authorized and directed to execute, on behalf of the City of Evanston, a 40--year lease agreement by and between the City of Evanston and the Artists Book House. The Lease Agreement

shall be in substantial conformity with the Lease Agreement attached hereto as Exhibit "1" and incorporated herein by reference. The Lease Agreement must be approved to form by the Corporation Counsel prior to execution.

SECTION 3: Also pursuant to a referendum appearing on the November 6, 2018 ballot and passed by the Evanstonian voters, the Harley Clarke buildings and gardens shall be preserved from City demolition for use and access as public property consistent with the Evanston Lakefront Master Plan at minimal or no cost to Evanston tax payers ("Referendum"). The Subject Lease Agreement is consistent with the Referendum. The Referendum is attached hereto and incorporated herein by reference as Exhibit "2."

SECTION 4: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 7: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: April 26, 2021

Adopted: May 10, 2021

Attest:

Eduardo Gomez

Eduardo Gomez, Deputy City Clerk

Approved:

May 10, 2021

Stephen H. Hagerty

Stephen H. Hagerty, Mayor

Approved as to form:

Nicholas E. Cummings

Nicholas E. Cummings, Corporation
Counsel

**EXHIBIT 1
LEASE AGREEMENT**

**LEASE AGREEMENT FOR THE PREMISES LOCATED AT 2603 SHERIDAN ROAD,
EVANSTON, ILLINOIS, BY AND BETWEEN**

THE CITY OF EVANSTON, LANDLORD

AND

ARTISTS BOOK HOUSE

TABLE OF CONTENTS

| Section | Title | Page Number |
|-------------|--|-------------|
| SECTION 1. | DESCRIPTION OF PREMISES | 1 |
| SECTION 2. | TERM | 2 |
| SECTION 3. | RENT | 2 |
| SECTION 4. | TENANT FUNDRAISING BENCHMARKS | 3 |
| SECTION 5. | PROJECT IMPROVEMENTS | 3 |
| SECTION 6. | INSURANCE | 5 |
| SECTION 7. | CASUALTY DAMAGE; REPAIRS | 7 |
| SECTION 8. | INDEMNIFICATION | 8 |
| SECTION 9. | MAINTENANCE | 10 |
| SECTION 10. | EASEMENTS | 11 |
| SECTION 11. | USE OF PREMISES | 12 |
| SECTION 12. | UTILITIES | 14 |
| SECTION 13. | SUBLETTING; ASSIGNMENT | 14 |
| SECTION 14. | SURRENDER OF PREMISES; HOLDING OVER | 14 |
| SECTION 15. | SIGNS | 15 |
| SECTION 16. | LIENS | 15 |
| SECTION 17. | DEFAULT AND OTHER REMEDIES | 15 |
| SECTION 18. | REMOVAL OF OTHER LIENS | 18 |
| SECTION 19. | EXPENSES OF ENFORCEMENT | 18 |
| SECTION 20. | NOTICES | 18 |
| SECTION 21. | MISCELLANEOUS | 19 |
| SECTION 22. | VENUE AND JURISDICTION | 20 |
| SECTION 23. | FORCE MAJEURE | 20 |
| | EXHIBIT A: PETITION | |
| | EXHIBIT B: LEGAL DESCRIPTION | |
| | EXHIBIT C: PLAT OF SURVEY | |
| | EXHIBIT D: SCHEMATIC DESIGN | |
| | EXHIBIT E: PERMIT/CONSTRUCTION DOCUMENTS | |
| | EXHIBIT F: GARDEN AREA | |
| | EXHIBIT G: LANDSCAPE/SNOW REMOVAL AREA | |
| | EXHIBIT H: PREVENTIVE MAINTENANCE SCHEDULE | |
| | EXHIBIT I: PERMANENT EASEMENT AREA | |
| | EXHIBIT J: PARKING AREA | |

This Lease Agreement (the “**Agreement**” or “**Lease**”) with an effective date of May 10, 2021 (the “**Effective Date**”) by and between The City of Evanston, an Illinois home rule municipality (“**Landlord**”) and Artists Book House, an Illinois not-for-profit corporation (“**Tenant**”). Landlord and Tenant may be referred to collectively as the “**Parties**”.

RECITALS:

A. Whereas Landlord desires to enter into a long-term lease requiring that a non-profit organization invest in and renovate the Premises (defined below) to create a high quality public use for the space consistent with the 2008 Lakefront Master Plan.

B. Whereas, on November 6, 2018, residents voted in a referendum not to demolish the Harley Clarke property, but to keep it accessible to the public at minimal or no cost to the Evanston taxpayers. A true and correct copy of the referendum is attached hereto and incorporated herewith as **Exhibit A**.

C. Whereas the Evanston City Council voted to approve Tenant’s response to Landlord’s Request for Proposal Number 19-29 for Lease of Harley Clarke Mansion to a Non-Profit Organization on March 8, 2021.

D. Whereas Artists Book House desires to restore the Premises to create a venue for teaching creative writing, printing of books, production of paper, and bookbinding, as well as space for bookstore, library, art gallery, cafe, lecture hall and classrooms.

NOW, THEREFORE, in consideration of the covenants and agreements made herein, Landlord and Tenant hereby agree as follows:

AGREEMENT:

SECTION 1. DESCRIPTION OF PREMISES

Landlord leases to Tenant the Harley Clarke Mansion (the “**Mansion**”) and the coach house and certain land (the “**Premises**”) at 2603 Sheridan Road, Evanston, Illinois 60201 (the “**Property**”), the legal description for the entire property including the Premises is legally described in **Exhibit B**. This lease is limited to the buildings, land directly beneath the buildings, and the land surrounding the buildings as identified on the attached **Exhibit C**, and Landlord grants certain easement rights identified and defined in Section 10 to Tenant for access to the Premises to construct improvements to the Premises (the “**Project Improvements**”) and for Tenant’s use as contemplated herein.

SECTION 2. TERM

The term of this Agreement will be for forty (40) years, May 10, 2021 – May 10, 2061 (the “**Term**”). Tenant must provide Landlord with written notice within three (3) years of the expiration of the Term if the Parties choose to renew the Agreement for the Premises. Renewal of the Agreement must be authorized by written consent of the Parties; there is no automatic renewal without the public review, consideration and authorization by the City

Council Landlord will deliver possession to Tenant of the Premises in its “as-is” condition. Tenant acknowledges and agrees that Landlord makes no representations to the condition of the Premises, other than such representations contained within reports that were previously made a part of the public record.

At the end of the term, any improvements, fixtures and equipment installed by Tenant at its own expense, that are permanently affixed to the Premises or would cause structural damage if removed, will remain property of the Landlord with no right to reimbursement

SECTION 3. RENT

A. RATE: Tenant agrees to pay Landlord for each month of the Term (the “Rent”) according to the following schedule:

May 10, 2021 - May 10, 2031 a monthly Rent payment of \$1.00 (one dollar);
June 1, 2031-May 10, 2041 a monthly Rent payment of \$1000.00 (One thousand);
June 1, 2041-May 10, 2051 a monthly Rent payment of \$2000.00 (two thousand); and June 1, 2051-May 10, 2061 a monthly Rent payment of \$3000.00 (three thousand) per month.

B. PAYMENTS. The monthly Rent must be paid on the tenth of each month in full throughout the entire term.

C. Any and all Rent **PAYMENTS** under this Lease must be delivered to:

City of Evanston
Attn: Finance Office
2100 Ridge Avenue
Evanston, IL 60201

D. PROPERTY TAXES: The Property is not subject to property tax by Cook County. If the Premises is taxed in the future solely due to Tenant’s violation of the zoning code, Tenant will be solely be responsible for payment of all taxes on the Premises that are due, and, must file a timely appeal to said tax assessment. Landlord will apply, as necessary, to the applicable governmental agencies for continued exemption from taxation.

SECTION 4. TENANT FUNDRAISING BENCHMARKS AND DUTIES OWED TO LANDLORD REGARDING SAME

A. Mandatory Tenant Fundraising Benchmarks: Tenant irrevocably commits to raising the necessary funds to complete the Project Improvements, as set forth herein. The Parties acknowledge that the Project improvements may take place in three phases, depending on the pace of fundraising. Phase I will consist of the design of the entire project and obtaining bids for construction. Phase II will consist of the first portion of construction which includes the renovation and essential improvements of both buildings as required to cause the them to be in compliance with the City of Evanston Building Code Regulations and to allow for Tenant’s use and occupancy of the Premises. As funds become available, Tenant will also complete Phase III which will be the second

phase of construction which will include additional Property Completion restoration and improvements to the Premises consistent with Tenant's use and occupancy of both buildings and in accordance with applicable laws. At a minimum Tenant must meet the financial benchmarks outlined below:

1. Benchmark 1: Within 12 months following the Effective Date, Tenant must demonstrate that it has a minimum of two million (\$2,000,000) in cash dedicated for the project ;
2. Benchmark 2: Within 24 months following the Effective Date, Tenant must demonstrate that it has a minimum of four million (\$4,000,000) in cash dedicated for the project and can execute Phase 2 of the Project Improvements;

Tenant will continue to raise 2 million (\$2,000,000) per year following May 2023 and will complete work and open to the public in 2026. The estimated cost of renovating the main house is between \$6,536,495 and \$8,571,915.

B. Fundraising Reports: During the period of time Tenant is raising \$4,000,000 toward the construction of Phase 2 of the Project Improvements, Tenant must provide quarterly fundraising reports to the City Manager or designee until such time as the fundraising activities are complete (i.e. goal of fundraising is met). Quarterly reports are due no later than the 1st of each quarter, with the first report being due on September 1, 2021. Tenant must reasonably cooperate with all Landlord requests for information regarding Tenant fundraising status and progress, and provide Landlord with the opportunity to reasonably review all books and records regarding the same; provided, however, that Landlord will not be entitled to review the identity of specific donors or the amounts of individual donations. Additionally, Tenant understands and agrees to appear before the Evanston City Council to routinely report regarding fundraising status at scheduled City Council meetings.

C. Landlord Rights in the Event Tenant Raises Insufficient Funds for Project Improvements: Tenant shall notify Landlord pursuant to Section 20 herein in the event that Tenant, after due diligence, cannot meet a benchmark deadline. Tenant and Landlord shall within fourteen (14) days of notification meet and confer to discuss a reasonable extension to the benchmark deadline, which in no event shall be longer than twelve (12) months. In the event Tenant does not meet any Mandatory Tenant Fundraising Benchmark, and fails to meet and confer as prescribed herein, Landlord, as owner of the Premises, may exercise its right to terminate this Lease and to retake exclusive possession of the Premises including any new work or fixtures affixed in place.

SECTION 5. PROJECT IMPROVEMENTS DESIGN/CONSTRUCTION

A. DESIGN AND PERMIT: Tenant is solely responsible for obtaining a determination of use and zoning analysis from Landlord's staff regarding the Project Improvements. Tenant is responsible for ensuring the Project Improvements comply with the Preservation Ordinance, all applicable zoning and building codes, as well as securing all necessary staff and committee or City Council approvals regarding same. Tenant is solely responsible for selecting the architect to prepare design and plans for the Project Improvements. Tenant must first provide Schematic Design Drawings (site plan,

landscape plan, floor plans, building elevations, key interior elevations) to Landlord for approval by the Landlord's Historic Preservation Commission, Facilities & Fleet Management Division, Building Division, Engineering Division and Parks and Recreation Department prior to moving forward with construction drawings. Landlord will expedite approval of Schematic Design Drawings in a reasonable time frame and, if applicable, will inform Tenant of the reasons why the Schematic Design Drawings are not approved, which process will be repeated until Landlord approves the Schematic Design Drawings. Once the Schematic Design Drawings are agreed upon, they will be attached as **Exhibit D** to this lease and incorporated herein.

Tenant must submit a permit application and plan submittals electronically to the Landlord's Building Division (Email: permitdesk@cityofevanston.org) for permit review and 1 half size hard copy set of Construction Documents (including civil, landscape, architectural, structural, mechanical, plumbing, electrical and fire protection drawings and specifications) for quality control review to the attention of the Landlord's Facilities & Fleet Management Division (Sean Ciolek, 2100 Ridge Avenue, Room G600, Evanston, IL 60201, Email: sciolek@cityofevanston.org). Landlord will expedite permit and quality control review of Construction Documents in a reasonable time frame and, if applicable, will provide review comments and request revisions to the submitted construction drawings. This process will be repeated until the Landlord finds the construction drawing acceptable. Once the Permit/Construction Documents are agreed upon, they will be attached as **Exhibit E** to this lease and incorporated herein.

Upon receiving the building permit, Tenant must also provide Landlord's Facilities & Fleet Management Division (Sean Ciolek, 2100 Ridge Avenue, Room G600, Evanston, IL 60201, email: sciolek@cityofevanston.org) with digital copies of all final Permit/Construction documents (drawings and specifications) including a copy of the building permit, in addition to all, designs, or schematics related to the Project Improvements (collectively, the "**Building Plans**") for the Landlord's records, prior to construction work commencing on the Project Improvements. Tenant, and its contractors and subcontractors, must construct the Project Improvements in accordance with Permit/Construction documents prepared by/for Tenant, such plans which are required to be reviewed by Landlord prior to work commencing on the Project Improvements. Tenant and its contractors must comply with all applicable construction documents, this Lease, and any subsequent Agreement executed by Landlord and Tenant regarding the Project Improvements. The Project Improvements must comply with all applicable laws, ordinances, rules and regulations.

C. CONSTRUCTION: The Project improvements will be performed at the sole direction of Tenant and its contractor(s). Landlord will not be a party to the construction contract(s), and will have no input or control over the means and methods of construction of the Project Improvements. Tenant must provide Landlord with a Construction Management plan depicting the overall planning, coordination, and control of a construction site, including phases as applicable, from beginning to completion.

The Parties agree that certain improvements to Premises are necessary to bring the Premises to a generally agreed standards by the Parties, including but not limited to, updating the electrical system as necessary for code compliance, updating the plumbing as necessary for code compliance and installing Americans with Disability Act compliant entrances or doors, reconfiguration of HVAC system and additional ductwork,

updating the fire protection systems to be compliant and other general restoration and rehabilitation work agreed to between the Parties. At all reasonable times, and upon Landlord's 24-hour prior-written request, which may be in the form of an e-mail, Landlord will have the right to (i) observe and ask questions of Tenant and its contractor(s) regarding construction of the Project Improvements and (ii) inspect equipment, fixtures, and other materials prior to issuance of the final certificate of occupancy. Tenant agrees to cooperate and timely respond to Landlord questions regarding construction of the Project Improvements. Tenant will be solely responsible for ensuring the Project Improvements and the Premises comply with all applicable laws, ordinances, rules and regulations prior to issuance of the final certificate of occupancy.

D. SCHEDULE: The Project Improvements are anticipated to occur (per the Project Phasing and Schedule as indicated on page 50 of the proposal) as Tenant raises the funds necessary to construct the Project Improvements (Design & Construction). Phases to reach substantial completion of the Project are as described in page 50 of the Proposal. These phases will include both design and construction with revised dates as follows:

Phase 1 - Project Design and Bid Documents - May 2021 to May 2023

Phase 2 - Essential Improvements - May 2023 to May 2025

Phase 3 - Property Completion - May 2025 to May 2026

Tenant will review a more detailed design and construction schedule with Landlord prior to commencing design and construction and in connection with Landlord's review and approval of the Schematic Design Drawings and Permit/Construction Documents. Tenant will notify Landlord if they are unable to meet deadlines as described above.

E. PROJECT IMPROVEMENT FUNDING: The funding to be provided by Tenant will be, at minimum, eight million (\$8,000,000) (the "**Tenant Project Funding**"). The Tenant Project Funding will be raised by Tenant. Landlord is not responsible for securing funding for the Project Improvements.

Tenant is solely responsible for issuing invitations to bid for construction work on the project. Since Tenant is leasing the property from a municipal corporation, Tenant must ensure all contractors and subcontractors for the project work pay prevailing wages on the Project improvement activities in accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq.

SECTION 6. INSURANCE

A. INSURANCE COMPANIES: It is agreed that any policies of insurance to be maintained by Tenant will be obtained from good and solvent insurance companies. Only companies with an "A-" Policyholder's Rating with the Alfred Best Company will be acceptable to Landlord.

B. TENANT MUST OBTAIN GENERAL LIABILITY INSURANCE: Upon commencement of Project Improvements by Tenant, its contractors, and subcontractors, Tenant agrees that it will, at its expense, maintain a policy of insurance, written by responsible insurance carriers, that will insure Tenant against liability for injury to or death of persons or damage to property occurring about the Premises. Landlord will be

named as an additional insured. The liability limit must be at least \$3 million (\$3,000,000) for any one person injured or killed or any one occurrence, \$ 3 million (\$3,000,000) general aggregate coverage for any one accident, and \$1 million (\$1,000,000) property damage. Tenant will obtain an endorsement and Certificate of Insurance naming Landlord as an additional insured from Tenant's carrier (during the term of the Lease, including Premises Improvement construction) and all contractors during the construction of the Premises Improvements and any other renovation or construction at the Premises. Tenant must provide copies of the insurance policy and all endorsements on an annual basis to Landlord. Tenant shall send the policy to the Law Department annually during the Term. If Tenant fails to comply with this requirement, Tenant will be in default. Tenant acknowledges and agrees it is responsible for complying with this requirement and will take whatever steps are necessary to ensure its insurer(s) cooperate with Tenant in providing all necessary policies and endorsements to Landlord.

Landlord is self-insured up to one million two hundred fifty thousand (\$1.25 Million) and agrees to maintain an excess policy or policies of commercial general liability insurance over the self-insured limit written by an insurance carrier with a rating at least Class A- or better in the Policyholder's Rating with the Alfred Best Company and licensed to do business in the state in which the Premises is located which must insure against liability for injury to and/or death of and/or damage to personal property of any person or persons, with policy limits of not less than two million (\$2,000,000) combined single limit for injury to or death of any number of persons or for damage to property of others not arising out of any one occurrence. Landlord must maintain casualty insurance covering the entire Premises and any alterations, improvements, additions or changes made by Landlord in an amount not less than their full replacement cost from time to time during the Term, providing protection against any peril included within the classification of "all risks". Landlord must provide copies of the insurance policy and all endorsements thereto on an annual basis to Tenant.

C. TENANT MUST OBTAIN WORKER'S COMPENSATION INSURANCE: Tenant must maintain Worker's Compensation insurance, for employees, as required under Illinois law.

D. TENANT MUST OBTAIN INSURANCE ON FIXTURES AND EQUIPMENT: Tenant agrees to maintain on all trade fixtures and personal property in the Premises, a policy of insurance approved by Landlord of at least 90% of the insurable replacement value of all trade fixtures and personal property.

E. TENANT MUST OBTAIN BUILDERS RISK INSURANCE FOR PROJECT IMPROVEMENTS:

[TBD, LIMITS TIED TO CONSTRUCTION BUDGET AND SCHEDULE, providing protection against any peril included within the classification of "all risks".]

F. TENANT'S CONTRACTORS/SUBCONTRACTORS MUST OBTAIN ASBESTOS ABATEMENT COMMERCIAL GENERAL LIABILITY INSURANCE FOR PROJECT IMPROVEMENTS: Upon commencement of Project Improvements by Tenant, Tenant's qualified contractors and/or subcontractors must maintain an Asbestos Abatement Commercial General Liability policy written on an ISO based occurrence form. This form must provide coverage for third party claims, bodily injury and property

damage associated with asbestos abatement, encapsulation or enclosure. The minimum limits of liability under this policy must be at least \$1 million for any one occurrence, and a products and completed operations aggregate limit of \$1 million . Tenant must obtain an endorsement and Certificate of Insurance naming the Landlord as an additional insured from Tenant's carrier (during , Project Improvement construction, as well as any applicable statute of limitations/statutes of repose under Illinois law).

G. TENANT'S WAIVER OF CASUALTY INSURANCE PROCEEDS: If the Premises are damaged by fire or other casualty insured against, Tenant agrees to claim no interest in any insurance settlement arising out of any loss where premiums are paid by Landlord, or where Landlord is named as sole beneficiary, and that it will sign all documents required by Landlord or the insurance company necessary in connection with the settlement of any loss. Landlord will use insurance proceeds in accordance with Section 7, Casualty Damage; Repairs.

H. CONTROL OF INSURANCE PROCEEDS TO AVOID TAXABLE GAIN: If the Premises, including any improvements, were to be damaged in any manner, and the receipt of any insurance proceeds or other reimbursement for such damage would result in the realization of taxable gain for federal or state purposes, then the party to whom the gain would be taxed will have the right to take all action respecting proceeds or reimbursements necessary to enable party to comply with any regulations of the appropriate taxing authorities, so that the gain will not be recognized for tax purposes. Nothing here will be construed to entitle Landlord to delay any repairs to any part of the improvements in the event of damage.

I. TENANT'S FAILURE TO INSURE: If Tenant fails to keep in effect and pay for insurance as required by this section and then fail to cure such failure within thirty (30) calendar days after notice from Landlord, Landlord may terminate this Lease.

SECTION 7. CASUALTY DAMAGE; REPAIRS

A. USE OF PARTIALLY DAMAGED PREMISES: On damage or destruction by a casualty to the Premises (a "Casualty"), Tenant will continue to use undamaged portions of premises for the operation of its business to the extent practicable.

B. RIGHT TO TERMINATE: Tenant will have the right to terminate this Agreement if (i) the Premises cannot be fully repaired within one hundred eighty (180) days following the date of the Casualty or (ii) the Premises are damaged by a Casualty to an extent exceeding thirty-three percent (33%) of the reconstruction cost of the Premises as a whole. If such damage occurs, this termination will be effected by written notice to Landlord, delivered within 90 days of the damage.

C. FIRE AND CASUALTY. If the Premises are damaged by a Casualty or other act of God to an extent exceeding thirty-three percent (33%) of the reconstruction costs of the Premises, then Landlord and Tenant agree to meet and confer regarding necessary steps to repair the Premises, amend this Lease, or terminate this Lease. If Landlord elects to not repair and/or rebuild the Premises, then this Agreement will terminate effective as of the date of the Casualty. Landlord has sole discretion to determine if such Casualty loss necessitates termination of this Lease.

SECTION 8. INDEMNIFICATION

A. INDEMNIFICATION FOR PRE-RENOVATION USE AND ACCESS PERMITTED TO 3RD PARTIES, AND FOR WORK: Tenant will defend, indemnify and hold harmless Landlord and its respective officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including without limitation costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of Tenant's contractors, subcontractors, employees or agents during the Term. Such indemnification will not be limited by reason of the enumeration of any insurance coverage in Section 6 of this Lease. This provision survives the completion, expiration, or termination of this Lease for a period of six (6) months.

Tenant and Landlord agree to mutually cooperate regarding execution of appropriate waivers of liability to indemnify Landlord for Tenant fundraising, board meeting, or other activities attributable to Tenant prior to the issuance of a final certificate of occupancy by Landlord. Specifically, Landlord agrees to provide Tenant access to Premises for fundraisers, architectural or construction consultants and any other third-parties.

Tenant agrees and acknowledges that it must cooperate in the event any litigation is brought against Landlord by any party seeking to enjoin, restrain, or stop the Project Improvements contemplated by this Lease. Tenant must defend, indemnify, and hold harmless Landlord and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including without limitation costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any of the uses or activities managed by Tenant at the Premises during the Term.

Nothing contained herein will prohibit Landlord, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. Nothing herein shall be construed as a limitation or waiver of defenses available to Landlord and employees and agents, including without limitation the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq.

At Landlord's counsel's option, Tenant must defend all suits brought against the Premises or Landlord due to any actions of Tenant or its officers, agents or employees, and Tenant must pay all costs and expenses incidental to such suits, but Landlord has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Tenant of any of its obligations under this Agreement. Any settlement of any claim or suit related to activities conducted under this Project by Tenant must be made only with the prior written consent of the Landlord's counsel, if the settlement requires any action on the part of Landlord. To the greatest extent permissible by law, Tenant waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Tenant that may be subject to the Illinois Workers Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision, including without limitation, *Kotecki v. Cyclops*

Welding Corporation, 146 Ill. 2d 155 (1991). Landlord, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute. Tenant is responsible for any losses and costs to repair or remedy work performed at its direction, under this Lease, resulting from or arising out of any act or omission, neglect, or misconduct in the performance of work by its contractors, subcontractors, or its agents or employees. Acceptance of the work on the Project Improvements by Landlord will not relieve Tenant of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom. All provisions of this section survive the completion, expiration, or termination of this Lease.

Landlord specifically disclaims liability to Tenant for any asbestos or mold exposure attributable to any known or unknown conditions at the Premises, during work on the Project Improvements or at any time under the Term of this lease.

B. POST-RENOVATION WORK AND LEASE TERM TENANT INDEMNIFICATION OF LANDLORD: Except as otherwise provided in this Agreement, and except to the extent caused by the willful misconduct of Landlord, or its agents, employees or contractors, or by the breach of this Lease by Landlord, Tenant must protect, defend, indemnify and save Landlord and its officers, directors, agents, attorneys, and employees harmless from and against any and all obligations, liabilities, costs, damages, claims and expenses of whatever nature arising from (i) any matter that occurs in the Premises, which is not the result of Landlord's willful misconduct, or (ii) any willful misconduct of Tenant, or its agents, employees or contractors.

C. DEFECTS; DEFECTIVE CONDITION; WIND; ACTS OF THIRD PERSONS Except as provided by Illinois law and except to the extent arising from the willful misconduct of Landlord or its agents, employees or contractors, or from the breach of this Lease by Landlord, Landlord will not be liable to Tenant for any damage or injury to Tenant or Tenant's property occasioned by the failure of Landlord to keep the Premises in repair, and shall not be liable for any injury done by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the backing up of any sewer pipe or down-spout or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the Premises or the building of which they are a part nor from the escape of steam or hot water from any radiator, nor for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trap door, stairs, walks or any other place upon or near the Premises, or otherwise, nor for any such damage or injury done or occasioned by the falling of any fixture, plaster, or stucco, nor for any damage or injury arising from any act, omission or negligence or co-tenants or of other persons, occupants of the same building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property, or of Landlord's agents or Landlord, all claims for any such damage or injury being hereby expressly waived by Tenant. Notwithstanding the foregoing, if any portion of the Premises is unusable for the purpose contemplated hereunder for a period of greater than 5 days, Landlord agrees to reasonably cooperate with Tenant to determine such terms and conditions which may permit the Premises to continue to be

used for the purposes intended by Tenant. The determination of the unusable space may be reasonably determined by Landlord based on square footage.

SECTION 9. MAINTENANCE: Until the time that Tenant starts Phase 2 of the Project Improvements and Tenant occupies the Premises to start construction, Landlord will insure and maintain the Property, including ordinary and customary building maintenance. This maintenance will include maintaining the existing condition of all building systems as is in the Premises, providing adequate heat in the premises to prevent deterioration during cold weather, cutting all lawn areas, and maintaining exterior trees in a way such that the Premises exterior enclosure remains free from structural damage or obstruction. After Tenant takes possession of the Premises in Phase 2 to begin construction, Tenant must at all times maintain the Premises in a clean, neat and orderly condition. Once Phase 2 begins and throughout the remainder of the lease, Tenant will be responsible for maintaining the Property, buildings and grounds, in its entirety, including but not limited to all building envelope, mechanical, electrical, plumbing, fire protection, irrigation and landscape systems within them. Tenant will not use the Premises in a manner that will violate or make void or inoperative any policy of insurance held by Landlord. Tenant accepts the Premises in as-is condition, and acknowledges that Landlord makes no representations as to the condition of the Premises as of the date of execution of this Lease, or that Landlord made any repairs to the same. Landlord or Landlord's staff or other representatives made no representations or assurances that it will alter or remodel the Premises and all renovations will be at Tenant's sole cost and expense.

After receipt of a final certificate of occupancy, Tenant will maintain the gardens on the Premises as depicted on **Exhibit F**. Landlord will continue to perform the following maintenance on the Property during the Term in accordance with Landlord's maintenance practices at other locations owned by Landlord: (i) mow and otherwise maintain the grass, (ii) maintain the trees; (iii) maintain the grotto pool, liner and rock enclosure; (iv) maintain the retaining wall at the parking lot north of the Harley Clark Mansion and (v) remove leaves. As to snow and ice removal, Landlord will clear the outer sidewalk and the parking lot as depicted in **Exhibit G**.

All refuse at the Premises must be placed in appropriate containers and Tenant cannot dispose of construction building materials in the standard refuse containers and must arrange for special pick-ups and containers for said materials. Tenant and Landlord acknowledge that refuse at the Premises is largely the result of public recreation uses. Tenant and Landlord will mutually agree upon placement of a larger refuse container for regular refuse at the Premises in reasonable proximity to the Premises. Tenant will contract to have trash hauled from such container with reasonable frequency.

Tenant must develop an annual operating budget for the property (in coordination with Landlord) to ensure that components of the Premises are professionally and properly maintained. Tenant will maintain a separate, dedicated reserve account for building maintenance activities. This building maintenance reserve will be submitted to Landlord for its comment and approval. Once final building system improvements are specified, Tenant will develop and propose to the Landlord a list of all preventative maintenance items, including system manufacturer's recommendations and a schedule that needs to be followed by the Tenant for these systems (to be added as a future **Exhibit H**). Tenant

will also throughout the lease term be required to send documentation to Landlord's Facilities and Fleet Management Division for their records indicating that they have been performing the proper maintenance. Tenant expressly recognizes and agrees that as a tenant in a publicly owned building, it must permit the Landlord reasonable access to its financial statements, specifically including but not limited to, all documents and bank statements concerning the building maintenance reserve account. Tenant also agrees it must cooperate with the City/Landlord in the event of a Freedom of Information Act request, 5 ILCS 140/1, is made to the City/Landlord for documents in connection with Tenant's information required to be provided by the terms of this Lease, or operations at the Premises. In the event Tenant fails to comply with this material term of this Lease, such failure will be a breach by Tenant.

Digital records of all maintenance, repairs and improvements should be provided to the Landlord's Facilities Management Division (Attn: Sean Ciolek, 2100 Ridge Avenue, Room G600, Evanston, IL 60201, email: sciolek@cityofevanston.org). Any additional future improvements outside of the scope of work for this project need to be reviewed and approved by the Landlord prior to implementing.

SECTION 10. EASEMENTS

A. TEMPORARY EASEMENT AREA: Subject to the terms of this Agreement, Landlord will grant to Tenant, its invitees, employees, agents, contractors and subcontractors, a Temporary Access Easement for access over, upon, through and across the Property in the easement areas depicted on **Exhibit E** (the "**Temporary Construction Easement**"). In consideration of the cost of future improvements to the Premises, Landlord agrees to waive the temporary access easement fee ordinarily assessed for occupation of property owned by Landlord.

Temporary Construction Staging Area: Tenant shall work with their contractor and provide a proposed Temporary Construction Staging Area plan to the Landlord's Facilities and Fleet Management Division and Engineering Division for review and approval prior to beginning construction. This plan should delineate the areas for staging and construction activities.. Tenant will be diligent to remain within the boundaries of the Staging Area and not impair the usage of the Property for patrons of the Lighthouse Beach and Lawson Park. The plan must also include public access from the parking lot to the Fog Houses and the Lighthouse. Tenant will coordinate with Landlord's Public Works Agency staff to ensure that construction traffic is in compliance with Landlord's truck routes and minimizes disruption to the neighboring area. Any right-of-way permits and associated fees necessary for this renovation project must be obtained by Tenant separately and not granted herein.

Renovation to the Buildings. Tenant shall adhere to all requirements and specifications for the construction occurring on Landlord owned property. The Parties agree that the renovations shall be at the sole cost and expense of Tenant. Landlord agrees to waive any and all permit, survey and related fees for the construction of the Project Improvements. Tenant shall comply with all local (including, but not limited to all zoning and tree preservation ordinances), state and federal regulations during the construction.

Restoration of Staging Area and Property. After the renovations to the Premises are complete Tenant shall return the staging and construction area and Property to the

condition prior to construction activities described herein. Restoration shall include leveling, laying of grass seed, and planting new trees, shrubs, flowers, or other plants disturbed.

B. PERMANENT ACCESS EASEMENT: Landlord, as grantor, and Tenant, as grantee, seek to establish the easement rights relative to the Property and the Premises following the completion of the Project Improvement for the Term. The Parties are desirous of imposing certain easements upon the Property for the benefit of Grantee and users of the Premises thereof, on the terms and conditions hereinafter set forth. Grantor hereby grants to Grantee, for the benefit of Grantee's Premises, a perpetual easement (the "**Easement**") on, the Property in the area(s) marked as "Easement Area" on the Plat attached hereto as **Exhibit I** (the "**Easement Parcel**") for the purpose of access to and use of and maintenance and repair of the Premises. Landlord's grant of the foregoing Easement to Tenant does not include sub-surface rights.

C. COORDINATION WITH BEACH AND PARK USE: The Parties agree to mutually confer and reasonably cooperate regarding the coordination of the use of Lighthouse Beach and Lawson Park areas which are to remain open to the public in conjunction with Tenant's use and occupation of the Property. This coordination shall extend to consultation regarding the parking lot use which is to the north of the Premises and permitted parking spaces granted in this Lease. Tenant would be granted access to north and central bay of the Coach House both internally and externally.

D. PRESERVATION EASEMENT: The City agrees to meet and confer with Tenant regarding further easements, including preservation easements; however, the City does not promise to recommend or support any such an easement.

SECTION 11. USE OF PREMISES

A. PURPOSES: The Property is zoned Open Space under Title 6 of the Zoning Ordinance of the City of Evanston City Code of 1979, as amended. Pursuant to Section 6-15-9-2 "Permitted Uses", Tenant is permitted as of right to occupy the Premises and conduct certain uses. The Parties agree that Tenant will operate Community Center within the definition in City Code Section 6-18-3, by providing a facility that is open to the public, and is used for community recreation, education, service activities, and associated accessory uses consistent with Tenant's non-profit mission. In addition, Tenant may (i) operate or permit the operation of a café (Type II restaurant) (the "**Restaurant Use**"), as outlined in the Lakefront Master Plan, and (ii) rent the Premises to third-parties for events (the "**Event Use**" and together with the Educational Use and the Restaurant Use, the "**Permitted Use**"). If Tenant changes the use of the Premises so that it no longer qualifies as a Permitted Use, such change in use will violate this Lease.

B. PARKING: Landlord will allocate two (2) parking spaces to Tenant personnel or guests. The designated spaces for Tenant staff will be located in the area as depicted on **Exhibit J**. The parking spaces will be permitted on an annual basis at no cost to Tenant. Tenant cannot assign or lease the parking spaces to any other entity or individual(s). All other parking in the lot to the north of the property (as mentioned in Section 10C shall be kept as public parking and operated by the Landlord.

C. STORAGE OF INFLAMMABLE MATERIALS: Tenant agrees that it will not permit to be kept at the Premises any gasoline, petroleum distillate or other petroleum

product, or other substance of an explosive or inflammable nature as may endanger any part of the Premises without the written consent of Landlord. Tenant can keep the following on the Premises with Landlord's consent: (i) products customarily used in connection with the Permitted Use and operation of programs for the Landlord's business. All such flammable products should be listed for Landlord's approval and then stored in a Flammable Storage Cabinet clearly labeled as "FLAMMABLE." Copies of all Safety Data Sheets should be provided to the Landlord and hardcopies stored near the cabinet. Tenant can keep the following on the Premises without Landlord's consent: (ii) customary cleaning products.

D. USE IMPAIRING STRUCTURAL STRENGTH: Tenant will not permit the Premises to be used in any manner that will impair the structural strength of the buildings on the Premises, or permit the installment of any machinery or apparatus the weight or vibration of which may tend to impair the building's foundations or structural strength.

E. PUBLIC REGULATIONS: In the conduct of its business on the Premises, Tenant will observe and comply with all laws, ordinances and regulations of public authorities. Tenant acknowledges that the Premises is owned by Landlord and therefore no smoking will be permitted at the Premises.

F. ENVIRONMENTAL: Tenant shall comply in all material respects with all applicable Environmental Laws (hereinafter defined) and shall not cause or permit any Hazardous Substances (hereinafter defined) to be brought, kept or stored on the Property, except in compliance in all material respects with Environmental Laws. Tenant shall not engage in or permit any other person or entity to engage in any activity, operation or business on the Property that involves the generation, manufacture, refining, transportation, treatment, storage, handling or disposal of Hazardous Substances, except in compliance in all material respects with Environmental Laws, provided however, that Tenant, or other person on Tenant's behalf, may store and use commercial grade cleaning or maintenance products containing Hazardous Substances generally recognized as appropriate for the ordinary course, operation and upkeep of the Property or Premises for the Permitted Use. In the event that any work performed by or on behalf of Tenant on or to the Property exposes, uncovers or results in the presence of Hazardous Substances on the Property (including presence in soils excavated in conjunction with the Project), Tenant, at its sole cost and expense, shall be responsible for the remediation of such Hazardous Substances in accordance with applicable Environmental Laws, except to the extent caused by Landlord.

As used in this Agreement, "**Hazardous Substances**" means all hazardous or toxic materials, substances, pollutants, contaminants, or wastes currently identified as a hazardous substance or hazardous waste in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("**CERCLA**"), as amended, the Superfund Amendments and Reauthorization Act ("**SARA**"), the Resource Conservation and Recovery Act ("**RCRA**"), or any other comparable federal, state or local legislation or ordinances applicable to the Property. As used in this Agreement, "**Environmental Laws**" means all federal, state and local environmental laws, rules, statutes, directives, binding written interpretations, binding written policies, ordinances and regulations concerning pollution or protection of the environment issued by any governmental authority and in effect on or after the date of this Agreement with respect to or that otherwise pertain to or affect the Property, or any portion of the Property, the use,

ownership, occupancy or operation of the Property, or any portion of the Property, or any owner of the Property, and as same have been amended, modified, or supplemented from time to time, including but not limited to CERCLA, the Hazardous Substances Transportation Act (49 U.S.C. § 1802 et seq.), RCRA, the Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Safe Drinking Water Act (42 U.S.C. § 300f et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Solid Waste Disposal Act (42 U.S.C. § 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. § 11001 et seq.), the Radon and Indoor Air Quality Research Act (42 U.S.C. § 7401 note, et seq.), SARA, comparable state and local laws, and any and all rules and regulations that are effective as of the date of this Agreement, or become effective after the date of this Agreement under any and all of the aforementioned laws.

G. COVENANTS AND CONDITIONS: Tenant covenants, warrants and agrees that with respect to the activities contemplated under this Agreement that: (i) no waste or damage shall be committed upon or to the Premises; (ii) the Premises shall be used only for the purposes set forth herein; (iii) the Premises shall not be used for any unlawful purpose and no violations of applicable laws or duly constituted authority shall be committed thereon; (iv) Tenant shall keep the Premises in a clean and sanitary condition; (v) Tenant shall not do or permit to be done anything upon the Premises that may subject Landlord to any liability for injury or damage to person or property, and (vi) the work performed on or to the Premises pursuant to this Agreement or the Building Plans shall not adversely affect Landlord's ability to use the Property, except as previously agreed to by Landlord and reflected in the Building Plans or as set forth in this Agreement.

SECTION 12. UTILITIES

After Tenant occupies the Premises to start construction, Tenant will take responsibility for paying utilities. Tenant agrees to pay before delinquency all charges for gas, water, sewer, phone, internet, heat, electricity, and waste disposal and other similar charges incurred by Tenant with respect to the Premises during this Lease.

SECTION 13. SUBLETTING; ASSIGNMENT

The Parties agree that Tenant may be permitted to sublet the Premises for the uses outlined in Section 11 above, provided that Tenant first submits all prospective subleases to the Landlord for its review and comment. Tenant shall not be allowed to otherwise sublet the Premises or assign this Agreement to any other organization, agency of the State of Illinois, or individual(s) without obtaining Landlord's prior consent. Regardless of any sublease, the Tenant is ultimately responsible for the condition and renovation of the Premises. Tenant shall not have access to the fire pits unless tenant has obtained a permit through the Parks and Recreation Department.

SECTION 14. SURRENDER OF PREMISES; HOLDING OVER

Tenant will, at the termination of this Lease, leave the Premises in as good condition as they are in at the time of entry by Tenant, except for reasonable use and wear, acts of God, or damage by Casualty beyond the control of Tenant. On vacating, Tenant will leave the Premises clear of all rubbish and debris. If Tenant retains possession of the Premises or any part thereof after the termination of the term by lapse of time or otherwise, then Landlord may at its option within thirty days after termination of the term

serve written notice upon Tenant that such holding over constitutes the creation of a month to month tenancy, upon the terms of this Agreement. Tenant shall also pay to Landlord all damages sustained by Landlord resulting from retention of possession by Tenant. The provisions of this paragraph shall not constitute a waiver by Landlord of any right of re-entry as hereinafter set forth; nor shall receipt of any rent or any other act

in apparent affirmation of tenancy operate as a waiver of the right to terminate this Agreement for a breach of any of the covenants herein.

SECTION 15. SIGNS

Tenant may apply for signage (temporary and permanent signage) for the exterior to be placed on the Property, at its own expense, in order to conduct the business of Tenant. Tenant acknowledges that there are limitations from the City of Evanston Municipal Code of 2012 (the "**Code**"), as amended, and the Code governs the application process and the details regarding size, type, and number of signs and Tenant agrees to be bound by such ordinances. Landlord cannot make representations in a lease agreement that Tenant shall be entitled additional signage, a certain number of signs and/or dimensions of proposed signage, because Tenant must make an application to the Building & Inspection Services Division, as provided by Code, but Landlord will not withhold its consent to a sign for Tenant's use of the Premises that complies with the requirements of the Code. Signage design and mounting details should be provided to the Landlord for review and approval prior to installation.

SECTION 16. LIENS

A. **LIENS AND ENCUMBRANCES:** Tenant will hold Landlord harmless from all claims, liens, claims of lien, demands, charges, encumbrances or litigation arising out of any work or activity of Tenant on the Premises. Tenant will, within sixty (60) days after filing of any lien, fully pay and satisfy the lien and reimburse Landlord for all resulting loss and expense, including a reasonable attorney's fees. Provided, however, in the event that Tenant contests any lien so filed in good faith and pursues an active defense of said lien, Tenant shall not be in default of this paragraph. However, in the event of any final judgment against Tenant regarding such lien, Tenant agrees to pay such judgment and satisfy such lien within 60 days of the entry of any such judgment.

B. **DISCHARGE OF LIEN:** If Tenant fails to fully discharge any claim, lien, claim of lien, demand, charge, encumbrance, or litigation, or should proceedings be instituted for the foreclosure of any lien or encumbrance, and if judgment is rendered against Tenant either by a court of competent jurisdiction or by arbitration and Tenant still persists in non-payment of the same within the 60 days set forth above, Landlord will have the right at any time after expiration of the 60-day period, to pay the lien or encumbrance. All amounts so paid will be repaid by Tenant on demand, together with interest at the rate of 10 % per year from the date of payment and shall be considered additional rent owed to Landlord by Tenant.

SECTION 17. DEFAULT AND REMEDIES

A. **EVENT OF DEFAULT:** Any one of the following events will be a default by Tenant:

- i. If Tenant does not pay Rent at the time and place when and where due and does not cure such failure within five (5) calendar days after notice to Tenant of such failure;

- ii. If Tenant does not procure and/or maintain the insurance coverage as set forth herein;
- iii. If Tenant does not comply with any term, provision, condition or covenant of this Lease, other than the payment of rent, and does not cure any such failure within thirty (30) calendar days after written notice from Landlord of such failure; or
- iv. If Tenant makes a general assignment to the benefit of creditors, or admits in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy. (Landlord shall be the sole judge as to whether such time is reasonable).

B. OCCURRENCE OF AN EVENT: Upon the occurrence and the continuation of any event of default for thirty (30) days, Landlord shall have the option to pursue any one or more of the following remedies subject to the laws of the State of Illinois and Tenant's right to cure:

- i. Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, but if Tenant fails to do so, Landlord may, without further notice and without prejudice to any other remedy Landlord may have for possession or arrearages in rent, or damages for breach of contract, enter upon the Premises and expel or remove and with or without notice of such election or any notice or demand whatsoever, this Agreement shall thereupon terminate and upon the termination of Tenant's right of possession, as aforesaid, whether this Agreement be terminated or not, Tenant agrees to surrender possession of the Premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the Premises whatsoever and hereby grants to Landlord full and free license to enter into and upon the Premises or any part thereof, to take possession thereof with or (to the extent permitted by law) without process of law, and to expel and to remove Tenant or any other person who may be occupying the Premises or any part thereof, and Landlord may use such force in and about expelling and removing Tenant and other persons as may reasonably be necessary, and Landlord may re-possess itself of the Premises, but such entry of the Premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due by virtue thereof, nor a waiver of any covenant, agreement or promise in this Agreement contained to be performed by Tenant. Tenant agrees to indemnify Landlord for all loss and damage which Landlord may suffer by reason of such lease termination, whether through inability to re-let the Premises, or through decrease in Rent, or otherwise.

- ii. Landlord may recover from Tenant upon demand all of Landlord's costs, charges and expenses, including the fees and costs of counsel, agents and others retained by Landlord which have been incurred by Landlord in enforcing Tenant's obligations hereunder, subject to Landlord prevailing on its claims.
- iii. Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedy herein provided or available to Landlord at law or in equity, or constitute a forfeiture or waiver of any Rent due hereunder or of any damages suffered by Landlord.

C. REPOSSESSION OR RELETTING NOT A TERMINATION; LANDLORD'S RIGHT TO TERMINATE NOT FORFEITED: No repossession, operation or re-letting of the Premises or of fixtures and equipment will be construed as an election by Landlord to terminate this Agreement unless a written notice is given by Landlord to Tenant. Landlord may terminate this Agreement if Tenant remains in default (beyond any applicable notice and cure period). The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenant, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except written waiver, shall not be construed as a waiver of Landlord's rights to act without notice or demand or of any other right hereby given Landlord, or as an election not to proceed under the provisions of this Agreement.

D. TENANT'S OBLIGATION TO PAY DEFICIENCIES: If rentals received by Landlord from re-letting the Premises under the provisions of this section are insufficient to pay all expenses and amounts due, Tenant will pay any deficiencies to Landlord on demand and be declared in default for failure to pay.

E. LANDLORD'S RIGHT TO PERFORM TENANT'S DUTIES AT TENANT'S COST: If in Landlord's judgment any default by Tenant will jeopardize the Premises or the rights of Landlord, Landlord may, without notice, elect to cure Tenant's default and Tenant will reimburse Landlord, with interest, on 5-days' notice by Landlord to Tenant.

F. LANDLORD'S RIGHT TO TERMINATE AGREEMENT: If there is an event of default by Tenant as stated in Paragraph A of this section, Landlord may, upon prior-written notice to Tenant, terminate this Agreement and all interest of Tenant and may take possession of the Premises by legal proceedings.

G. LANDLORD'S REMEDIES NOT CUMULATIVE: All of the remedies given to Landlord in this Agreement or by law are not cumulative, and the exercise of one remedy by Landlord will not impair its right to exercise any other right or remedy. Landlord shall not look to the property or assets of any direct or indirect partner, member, manager, shareholder, director, officer, principal, employee or agent of Tenant in seeking either to enforce Tenant's obligations under this Agreement or to satisfy a judgment for Tenant's failure to perform such obligations; and none of such parties shall be personally liable for the performance of Tenant's obligations under this Agreement.

H. LANDLORD DEFAULT; TENANT REMEDIES: If Landlord does not comply with any term, provision, condition or covenant of this Lease and fails to cure any such failure within thirty (30) calendar days after written notice from Tenant of such failure, Tenant may cure such failure and charge Landlord for all costs incurred by Tenant in connection with the curing of such failure. Landlord must reimburse Tenant for all costs incurred by Tenant in curing such failure within fifteen (15) days of Landlord's receipt of written demand therefor.

SECTION 18. REMOVAL OF OTHER LIENS

In event any lien upon Landlord's title results from any act or neglect of Tenant and Tenant fails to remove said lien within thirty (30) days after Landlord's notice to do so, Landlord may remove the lien by paying the full amount thereof or otherwise and without any investigation or contest of the validity thereof and Tenant shall pay Landlord upon request the amount paid out by Landlord in such behalf, including Landlord's costs, expenses and reasonable attorney's fees.

SECTION 19. EXPENSES OF ENFORCEMENT

Except as provided above in Sections 8 and 17, each Party is responsible for its fees and costs incurred in any litigation, negotiation or transaction regarding this Agreement.

SECTION 20. NOTICES

All notices or demands that either party may need to serve under this Agreement may be served on the other party by mailing a copy by registered or certified mail to the following addresses for the Parties (or at such other address as the applicable party may designate in a written notice to the other party):

If to Landlord:

City of Evanston
Attn: City Manager
2100 Ridge Avenue
Evanston, IL 60201

with a copy to:

City of Evanston
Attn: Corporation Counsel
2100 Ridge Avenue
Evanston, IL 60201

If to Tenant:

Artists Book House
Attn: President, Board of Directors
PO Box 5851
Evanston, Illinois

Service will be deemed complete at the time of the leaving of notice or within 2 days after mailing. In the event that it appears that Tenant is avoiding the service of any notice and is not present at the Premises for a period of more than 14 consecutive days, notices may be served by posting such notice upon the Premises. Notice shall than be deemed effective 5 days after such posting.

SECTION 21. MISCELLANEOUS

- A. Provisions typed on this Lease and all riders attached to this Lease and signed by Landlord and Tenant are hereby made a part of this Agreement.
- B. Tenant shall keep and observe such reasonable rules and regulations now or hereafter required by Landlord, which may be necessary for the proper and orderly care of the building of which the Premises are a part, so long as such rules and regulations do not materially impair Tenant's right to use and occupy the Premises as set forth herein.
- C. All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives, successors and assigns.
- D. The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to excuse or waive the right to the use of another.
- E. The words "Landlord" and "Tenant" wherever used in this Agreement shall be construed to mean Landlords or Tenants in all cases where there is more than one Landlord or Tenant herein; and the necessary grammatical changes shall be assumed in each case as though full expressed.
- F. This Agreement and any written and signed Amendments and/or Riders hereto shall constitute the entire agreement between the Parties, and any oral representations made by one party to the other are considered merged herein.
- G. In all cases where Landlord's consent is required, Landlord's consent shall not be unreasonably withheld, conditioned or delayed.
- H. This Agreement may be executed in multiple copies, each of which shall constitute an original.
- I. No waiver of any breach of any condition of this Agreement will be construed to be a waiver of any other breach of provision, covenant or condition.
- J. This Agreement may be modified or amended only in writing signed by Landlord and Tenant. It may not be amended or modified by oral agreements between the Parties unless they are in writing duly executed by Landlord and Tenant.
- K. Every provision of this Agreement will bind the Parties and their legal representatives. The term "legal representatives" is used in its broadest meaning and

includes, in addition to assignees, every person, partnership, corporation or association succeeding to any interest in this Agreement. Every covenant, agreement and condition of this Agreement will be binding on Tenant's successors and assignees. Any sublease, concession or license agreement will be subject and subordinate to this Lease.

SECTION 22. VENUE AND JURISDICTION

The Parties agree the this Agreement will be governed by and interpreted in accordance with the laws of the State of Illinois and that venue for any disputes is the Circuit Court of Cook County, Illinois.

SECTION 23. FORCE MAJEURE

Other than for Landlord's and Tenant's obligations under this Lease that can be performed by the payment of money, whenever a period of time is herein prescribed for action to be taken by either party hereto, such time period will be extended by a period equal to the period of any delays in performance by the applicable party due to any of the following events ("**Force Majeure**"): (i) Acts of God, (ii) strike or other such labor difficulties not specific to any labor issue existing only at the Premises, (iii) extraordinary weather conditions greatly exceeding norms for the greater metropolitan area where the Premises located, (iv) extraordinary scarcity of or industry-wide inability to obtain supplies, parts or employees to furnish such services, or (v) or any cause whatsoever beyond a party's control. For purposes of this Section, a cause or event shall not be deemed to be beyond a party's control, if it is within the control of such party's agents, employees or contractors.

[SIGNATURES ON FOLLOWING PAGE; REMAINDER OF THE PAGE LEFT
INTENTIONALLY BLANK]

IN WITNESS WHEREOF, both Landlord and Tenant caused this Agreement to be executed as of the date and year first above written by a duly authorized officer or manager of each of the respective Parties.

Landlord:

THE CITY OF EVANSTON,
an Illinois home rule municipal corporation

By: _____

Its: City Manager, Erika Storlie

Tenant:

ARTISTS BOOK HOUSE,
an Illinois not-for-profit corporation

By: _____

Its: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The Undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Erika Storlie , City Manager of the City of Evanston, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act, and as the free and voluntary act of the City of Evanston, all for the uses and purposes set forth therein.

Given under my hand and notarial seal on _____, 2021.

Notary Public

My Commission Expires:

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The Undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that _____ personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act, and as the free and voluntary act of the _____, all for the uses and purposes set forth therein.

Given under my hand and notarial seal on _____, 2021.

Notary Public

My Commission Expires

EXHIBIT A

**CITY OF EVANSTON
OFFICE OF THE CITY CLERK**

In re the Matter of the "Harley Clarke Mansion"

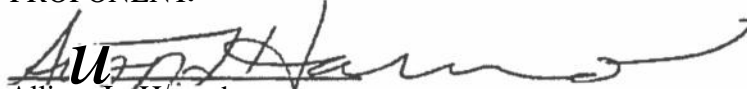
CERTIFICATE OF FILING

A Petition to place a Public Question on November 6th 2018 Ballot

In the Matter regarding the parcel of City Property, including the building structures, commonly known as the Harley Clarke Mansion, pursuant to the provisions of the Illinois Election Code, please find attached the notarized Signature Sheets in support of placing the following public question on the November 6, 2018 ballot -

"Shall the City of Evanston protect from demolition and preserve the landmark Harley Clarke buildings and gardens next to Lighthouse Beach, for use and access as public property, consistent with the Evanston Lakefront Master Plan, at minimal or no cost to Evanston taxpayers?"

PROPONENT:



Allison L. H/tmed
1515 Greenwood Street
Evanston, IL 60201
773.354.9353
saveharleyclarke@gmail.com

Dated 7/25/2018

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

LOTS 9, 10 AND 11 OF BLOCK 5 BROWN'S LAKE GROVE ADDITION TO EVANSTON, A SUBDIVISION OF A PART OF LOTS 35 TO 38 OF BAXTER'S SHARE OF THE SOUTH SECTION OF OUILMETTE RESERVE, ALSO PARTS OF LOTS 23 TO 25 IN GEORGE SMITH'S SUBDIVISION OF THE SOUTH PART OF OUILMETTE RESERVE, IN TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

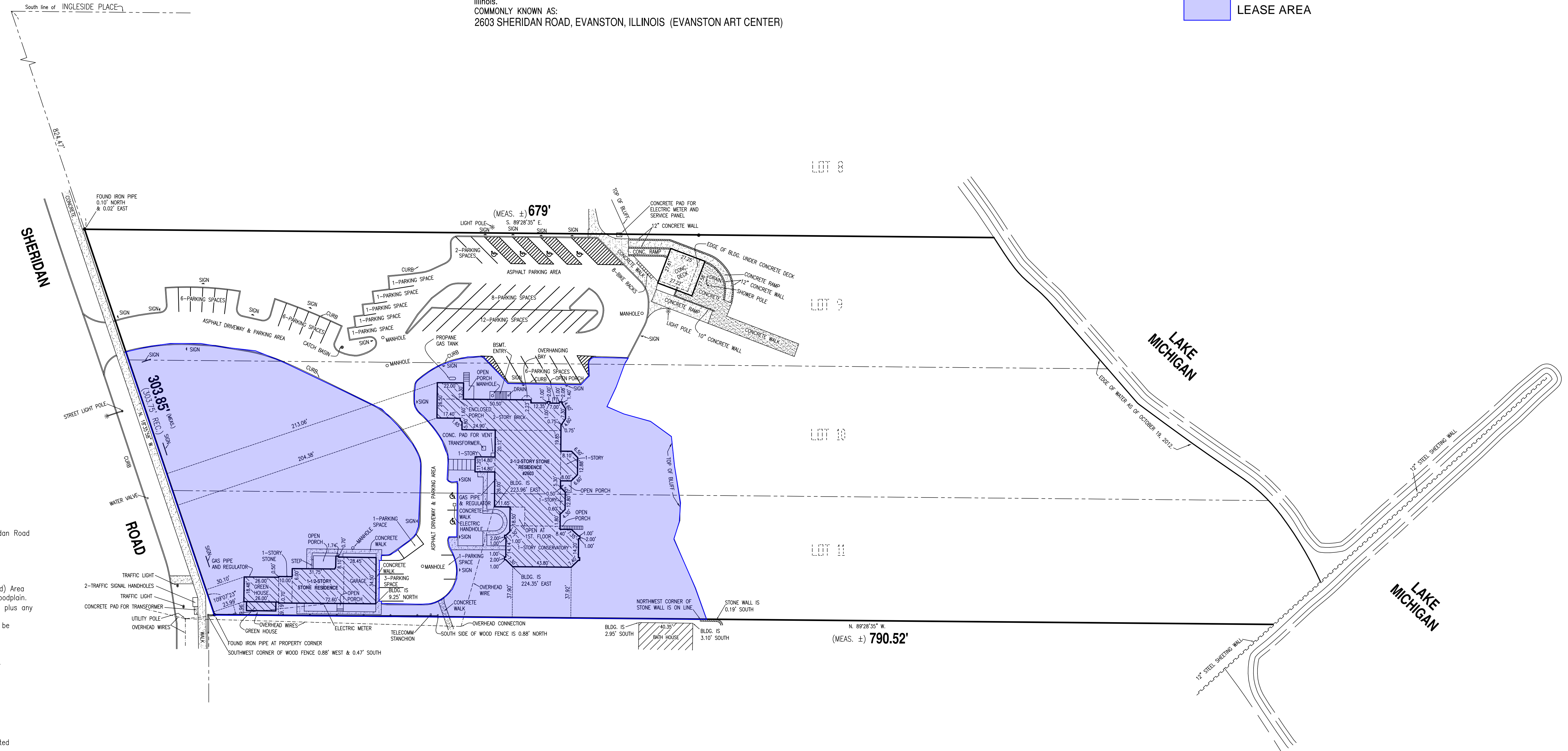
COMMONLY KNOWN AS:
2603 SHERIDAN ROAD, EVANSTON ILLINOIS

ALTA/ACSM LAND TITLE SURVEY

LEGAL DESCRIPTION:
Lots 9, 10 and 11 of Block 5 of Brown's Lake Grove Addition to Evanston, a Subdivision of a part of Lots 35 to 38 in Baxter's Share of the South Section of Ouimet Reserve, also parts of Lots 23 to 25 in George Smith's Subdivision of the South Part of Ouimet Reserve, in Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
COMMONLY KNOWN AS:
2603 SHERIDAN ROAD, EVANSTON, ILLINOIS (EVANSTON ART CENTER)

LEGEND:

 LEASE AREA



W.SITE NOTES:

Area = 219,397 sq. ft.

Bearings are assumed, based on the East line of Sheridan Road being N.18°35'58" W.

Flood Zone Designation:
Per Flood Insurance Rate Map No.17031C0260 J, Effective date August 19, 2008.

The Surveyed Property is located in Zone "X", (unshaded) Area determined to be outside of the 0.2% annual chance floodplain. Also Zone "AE", the floodways (the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood height.

Reference:
For matters of title, (No Title provided to the Surveyor).

Parking:
30 Regular Spaces
6 Handicapped Spaces
36 Total Parking Spaces

GENERAL NOTES:

All information provided to the surveyor is shown or noted hereon.

Prior to excavation call toll free
J.U.L.I.E. 1-800-892-0123 (for suburban)

The description on this plat was provided to us by the client, and does not guarantee ownership, and should be compared to your Deed, Abstract or Certificate of Title.

All building restrictions, building lines and easements may or may not be shown, check your Deed, Abstract, Title Report, and local ordinances, no responsibility is assumed by Surveyor.

Compare all points before building by same and report any discrepancy at once.

Dimensions are shown in feet and decimal parts thereof, no dimension is to be assumed by scaling.

FIELD MEASUREMENTS COMPLETED OCTOBER 19, 2012.

| | | |
|--|---|--|
| B.H. SUHR & COMPANY, INC. | | |
| R. R. HANSEN MEMBER: I.P.L.S.A. A.C.S.M. N.S.P.S. | SURVEYORS ESTABLISHED 1911 840 CUSTER AVENUE, EVANSTON, ILLINOIS 60202 TEL. (847) 864-6315 / FAX (847) 864-9341 E-MAIL: SURVEYOR@BHSUHR.COM | Professional Design Firm License No. 184-002871 |
| LOCATION <u>2603 SHERIDAN ROAD</u> EVANSTON, <u>OCTOBER 19,</u> 20 <u>12</u> | ORDER No. <u>12-329</u> | ORDERED BY <u>UNIVERSAL REAL ESTATE</u> |
| ACQUISITIONS, LLC | | |

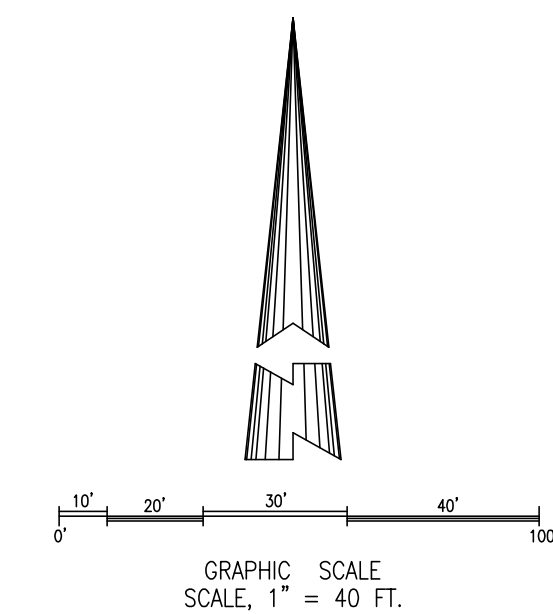
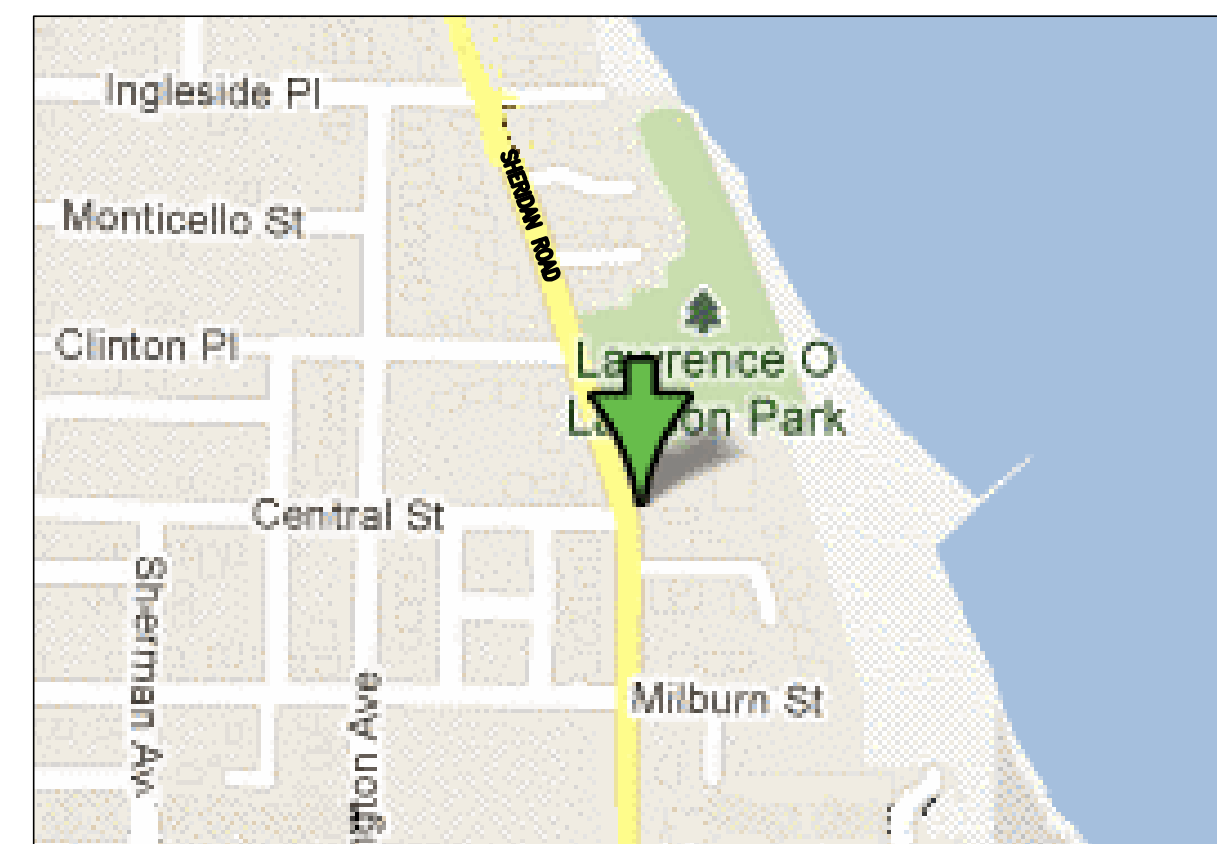
STATE OF ILLINOIS
COUNTY OF COOK } ss.

Certified to:
Tawani Enterprises, Inc. and City of Evanston

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 7(a), 8, 9, 11(a), and 14 of Table A thereof. The field work was completed on OCTOBER 19, 2012.

Dated at Evanston, Ill., this _____ day of _____, A.D., 20____.

By: _____
Raymond R. Hansen
Illinois Professional Land Surveyor
License Number 035-002542, Expiration Date 11/30/14



WONTY MAP NOT TO SCALE

EXHIBIT D

SCHEMATIC DESIGN DRAWINGS

[TO BE DISCUSSED BETWEEN THE PARTIES AND INSERTED AT A LATER DATE]

EXHIBIT E

PERMIT/CONSTRUCTION DOCUMENTS

[TO BE DISCUSSED BETWEEN THE PARTIES AND INSERTED AT A LATER DATE]

Exhibit F Jens Jensen Planting Plan

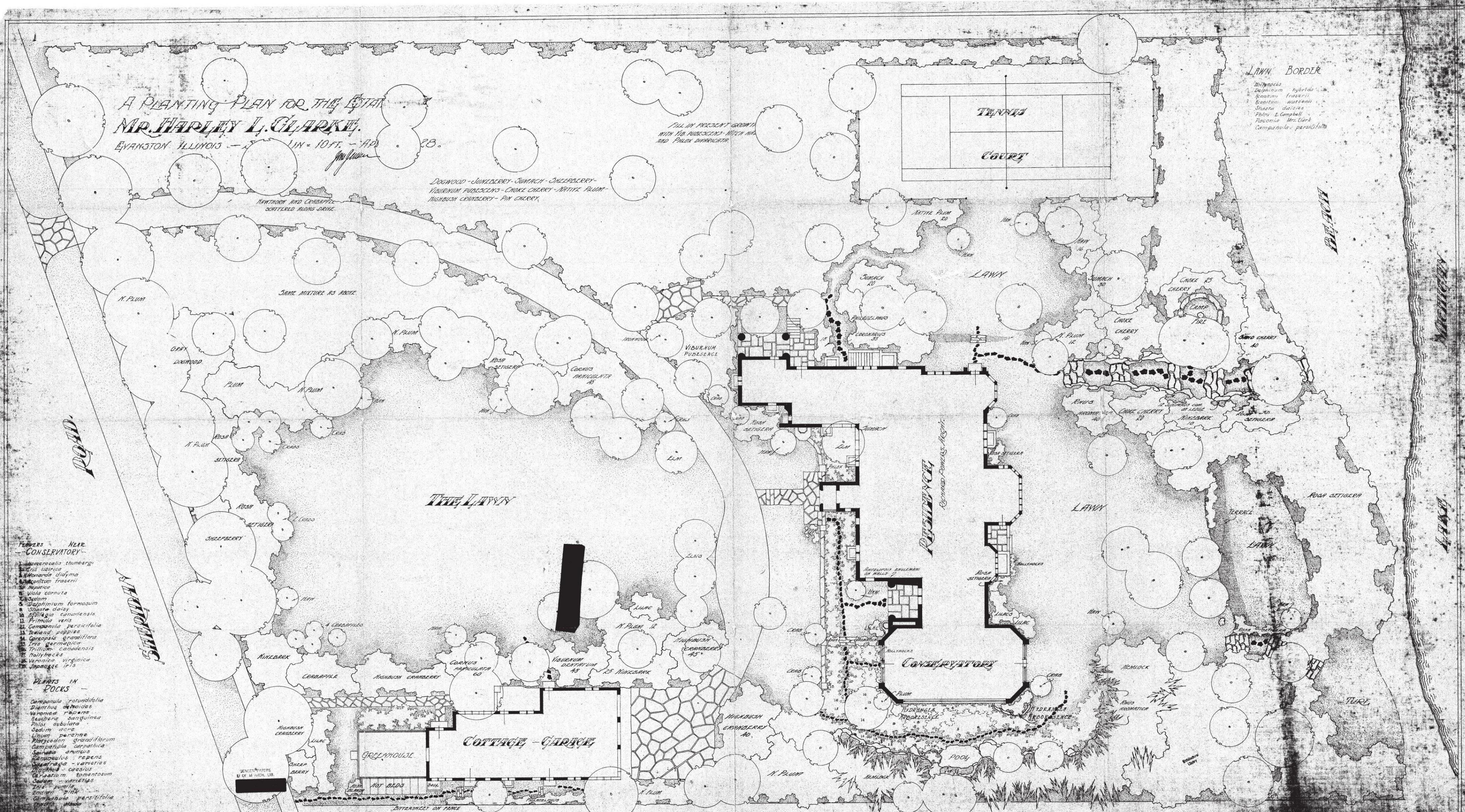


EXHIBIT G

LANDSCAPE AND SNOW MAINTENANCE AREAS

ALTA/ACSM LAND TITLE SURVEY

LEGAL DESCRIPTION:
 Lots 9, 10 and 11 of Block 5 of Brown's Lake Grove Addition to Evanston, a Subdivision of a part of Lots 35 to 38 in Baxter's Share of the South Section of Ouimet Reserve, also parts of Lots 23 to 25 in George Smith's Subdivision of the South Part of Ouimet Reserve, in Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
 COMMONLY KNOWN AS:
 2603 SHERIDAN ROAD, EVANSTON, ILLINOIS (EVANSTON ART CENTER)

LEGEND:

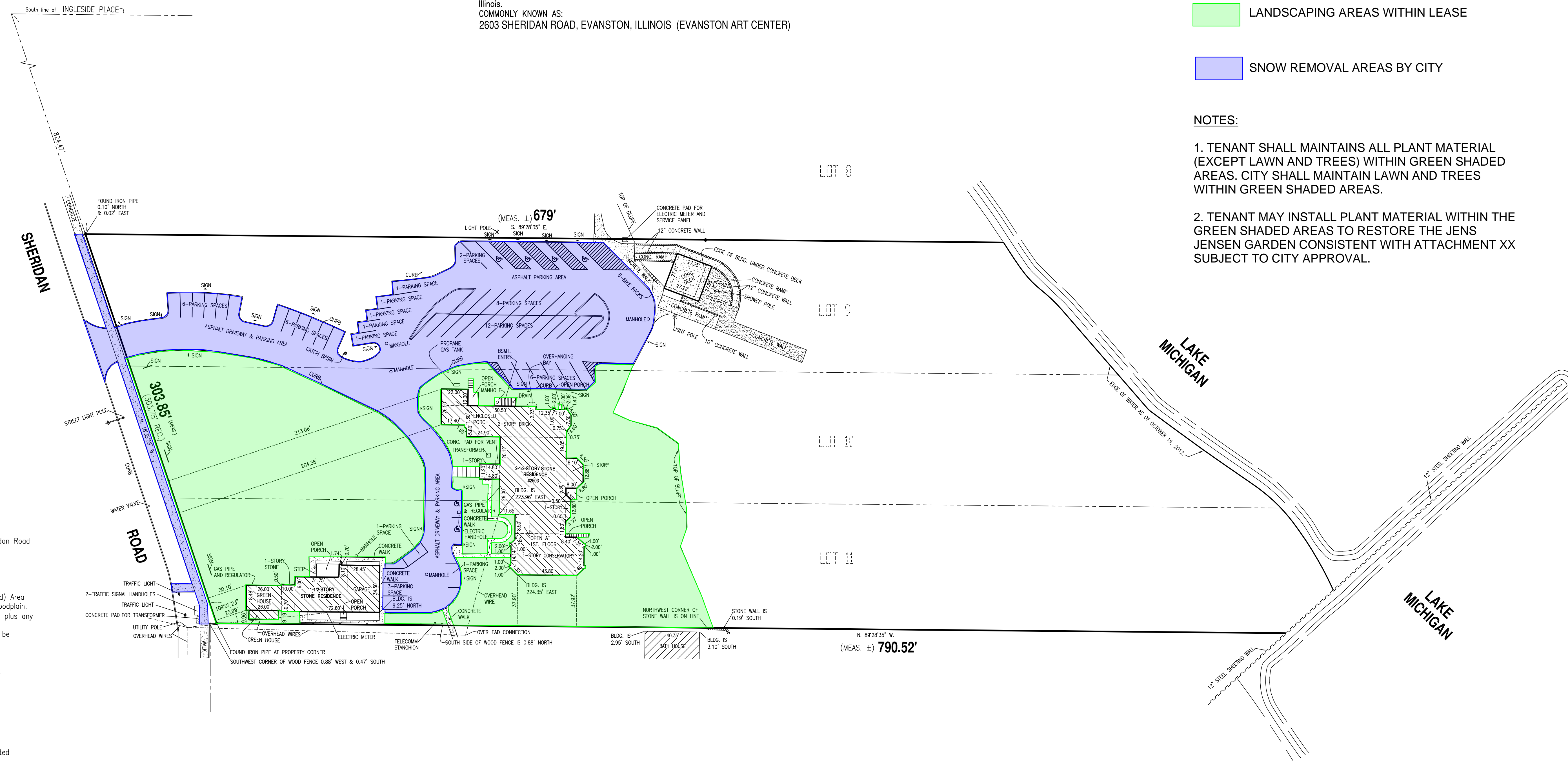
LANDSCAPING AREAS WITHIN LEASE

SNOW REMOVAL AREAS BY CITY

NOTES:

1. TENANT SHALL MAINTAINS ALL PLANT MATERIAL (EXCEPT LAWN AND TREES) WITHIN GREEN SHADED AREAS. CITY SHALL MAINTAIN LAWN AND TREES WITHIN GREEN SHADED AREAS.

2. TENANT MAY INSTALL PLANT MATERIAL WITHIN THE GREEN SHADED AREAS TO RESTORE THE JENS JENSEN GARDEN CONSISTENT WITH ATTACHMENT XX SUBJECT TO CITY APPROVAL.



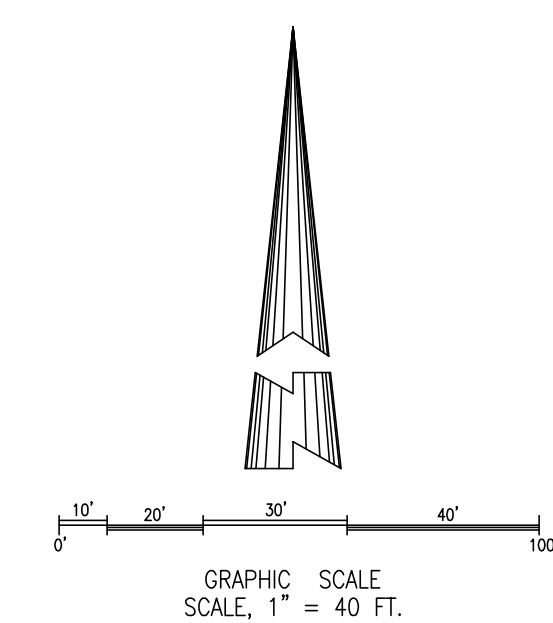
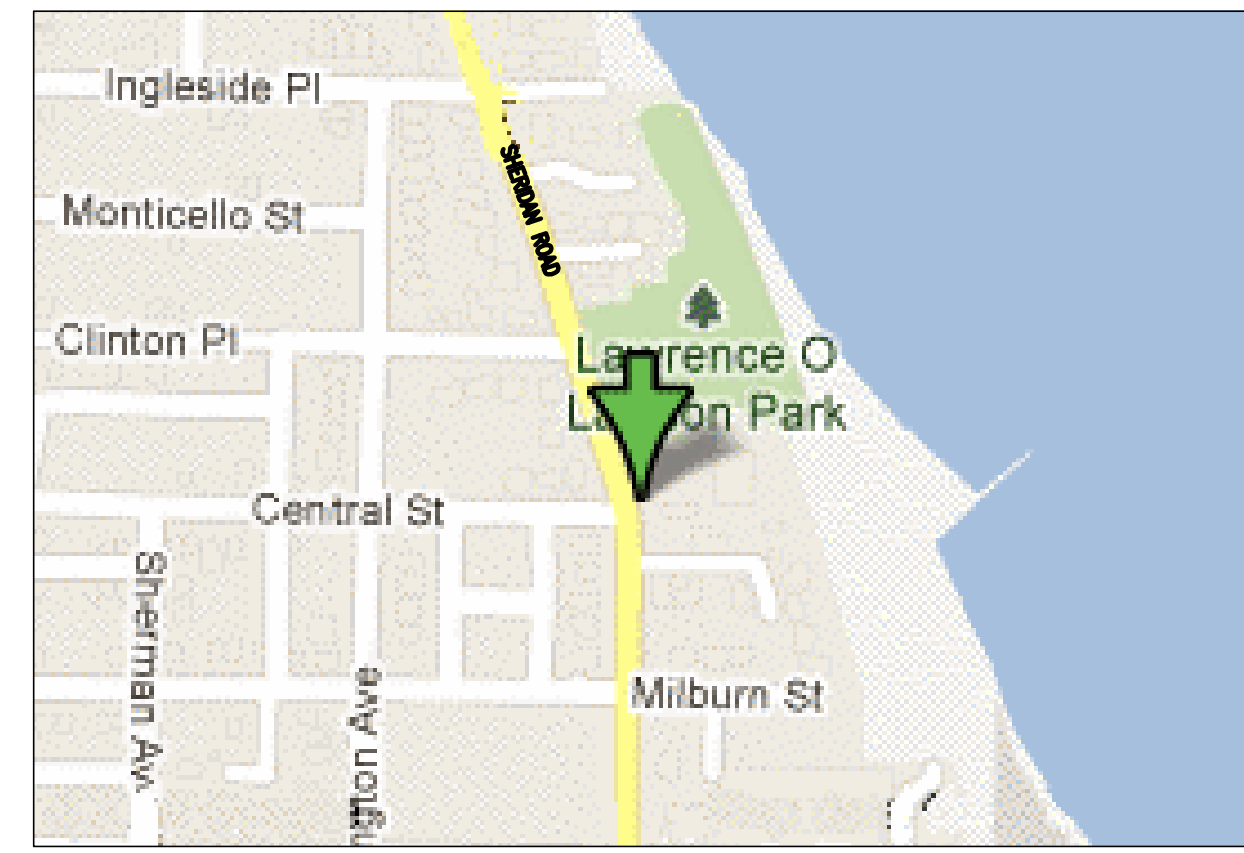
W.SITE NOTES:
 Area = 219,397 sq. ft.
 Bearings are assumed, based on the East line of Sheridan Road being N.18°35'58" W.
 Flood Zone Designation:
 Per Flood Insurance Rate Map No.17031C0260 J, Effective date August 19, 2008.
 The Surveyed Property is located in Zone "X", (unshaded) Area determined to be outside of the 0.2% annual chance floodplain.
 Also Zone "AE", the floodways the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood height.
 Reference:
 For matters of title, (No Title provided to the Surveyor).

Parking:
 30 Regular Spaces
 6 Handicapped Spaces
 36 Total Parking Spaces

GENERAL NOTES:
 All information provided to the surveyor is shown or noted hereon.
 Prior to excavation call toll free J.U.L.I.E. 1-800-892-0123 (for suburban)
 The description on this plat was provided to us by the client, and does not guarantee ownership, and should be compared to your Deed, Abstract or Certificate of Title.
 All building restrictions, building lines and easements may or may not be shown, check your Deed, Abstract, Title Report, and local ordinances, no responsibility is assumed by Surveyor.
 Compare all points before building by same and report any discrepancy at once.
 Dimensions are shown in feet and decimal parts thereof, no dimension is to be assumed by scaling.
 FIELD MEASUREMENTS COMPLETED OCTOBER 19, 2012.

B.H. SUHR & COMPANY, INC.
 SURVEYORS ESTABLISHED 1911
 840 CUSTER AVENUE, EVANSTON, ILLINOIS 60202
 TEL. (847) 864-6315 / FAX (847) 864-9341
 E-MAIL: SURVEYOR@BHSUHR.COM
 LOCATION 2603 SHERIDAN ROAD EVANSTON, ILLINOIS 60202
 ORDER No. 12-329 ORDERED BY UNIVERSAL REAL ESTATE
 ACQUISITIONS, LLC

STATE OF ILLINOIS
 COUNTY OF COOK } ss.
 Certified to:
 Tawani Enterprises, Inc. and City of Evanston
 This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 7(a), 8, 9, 11(a), and 14 of Table A thereof. The field work was completed on October 19, 2012.
 Dated at Evanston, Ill., this _____ day of _____, A.D., 20____.
 By: _____
 Raymond R. Hansen
 Illinois Professional Land Surveyor
 License Number 035-002542, Expiration Date 11/30/14



WONTY MAP NOT TO SCALE

EXHIBIT H

PREVENTATIVE MAINTENANCE SCHEDULE

[TO BE INSERTED AT A LATER DATE]

EXHIBIT I


PERMANENT EASEMENT AREAS

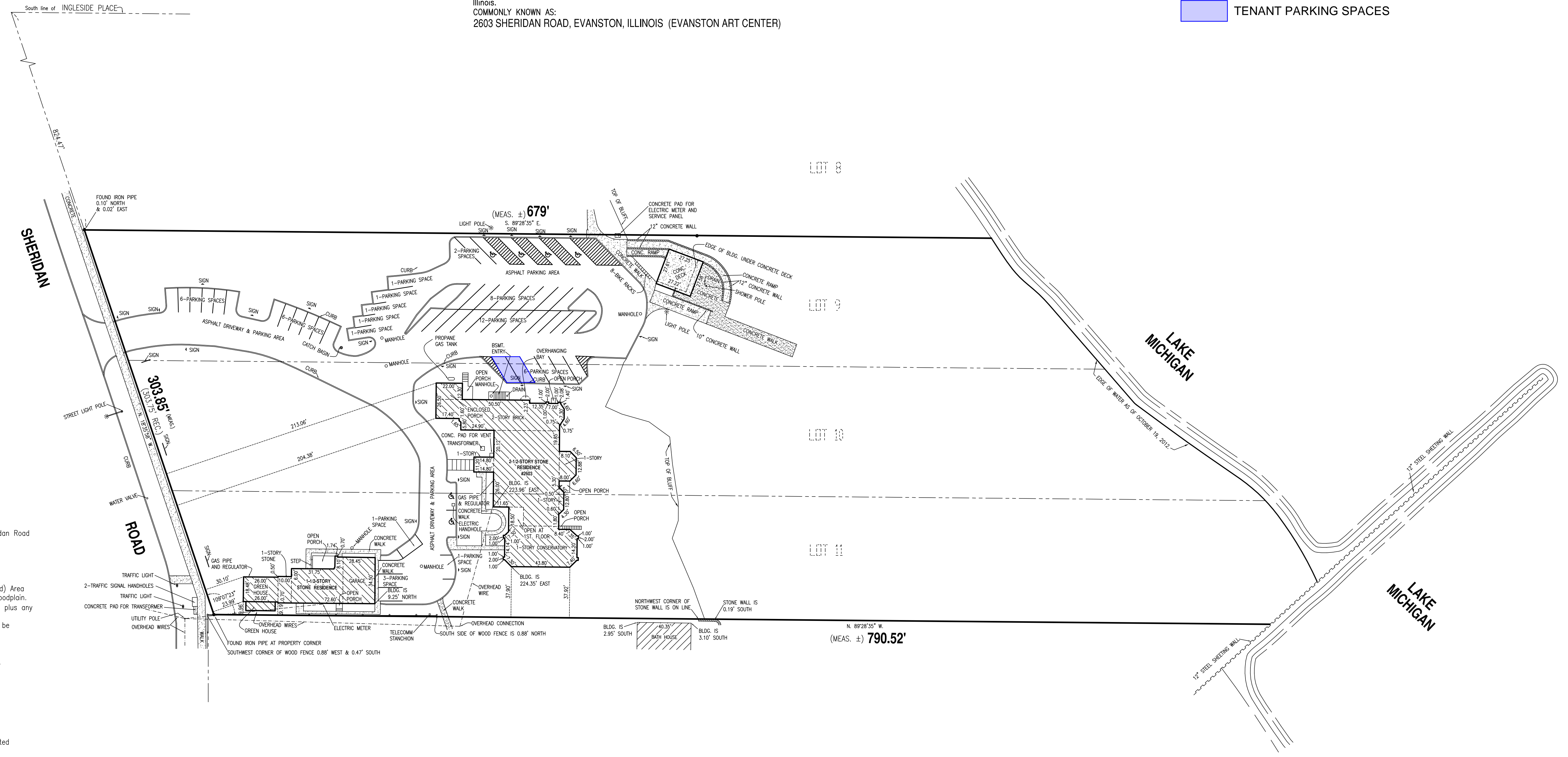
[TO BE DISCUSSED BETWEEN THE PARTIES AND INSERTED
AT A LATER DATE]

EXHIBIT J TENANT PARKING SPACES

ALTA/ACSM LAND TITLE SURVEY

LEGAL DESCRIPTION:
Lots 9, 10 and 11 of Block 5 of Brown's Lake Grove Addition to Evanston, a Subdivision of a part of Lots 35 to 38 in Baxter's Share of the South Section of Ouimet Reserve, also parts of Lots 23 to 25 in George Smith's Subdivision of the South Part of Ouimet Reserve, in Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
COMMONLY KNOWN AS:
2603 SHERIDAN ROAD, EVANSTON, ILLINOIS (EVANSTON ART CENTER)

LEGEND:
 TENANT PARKING SPACES

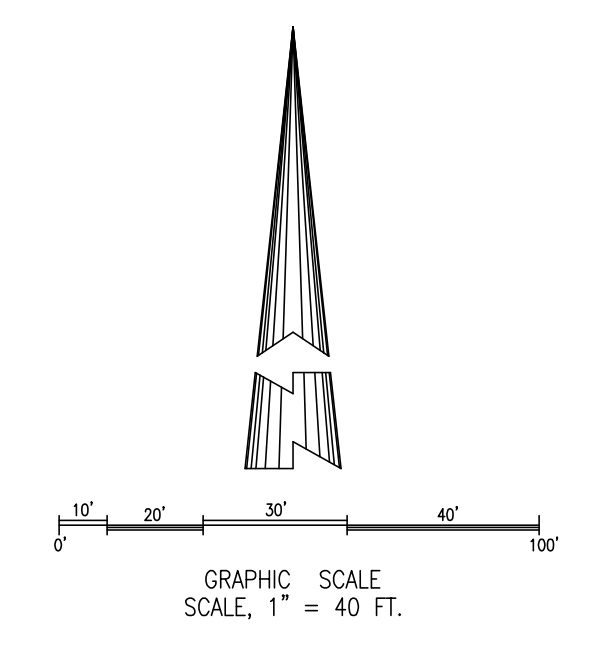
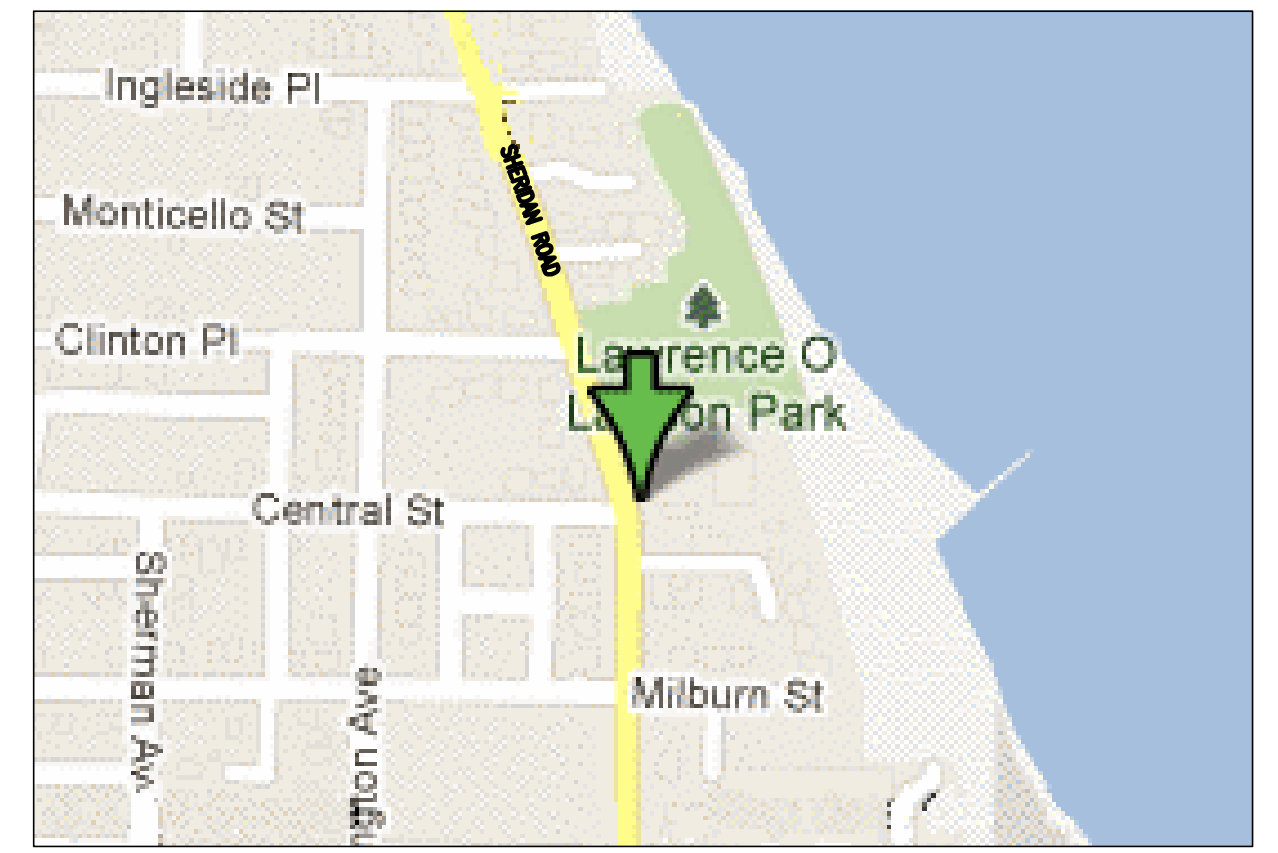


W.SITE NOTES:
Area = 219,397 sq. ft.
Bearings are assumed, based on the East line of Sheridan Road being N.18°35'58" W.
Flood Zone Designation:
Per Flood Insurance Rate Map No.17031C0260 J, Effective date August 19, 2008.
The Surveyed Property is located in Zone "X", (unshaded) Area determined to be outside of the 0.2% annual chance floodplain.
Also Zone "AE", the floodways the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood height.
Reference:
For matters of title, (No Title provided to the Surveyor).
Parking:
30 Regular Spaces
6 Handicapped Spaces
36 Total Parking Spaces

GENERAL NOTES:
All information provided to the surveyor is shown or noted hereon.
Prior to excavation call toll free J.U.L.I.E. 1-800-892-0123 (for suburban)
The description on this plat was provided to us by the client, and does not guarantee ownership, and should be compared to your Deed, Abstract or Certificate of Title.
All building restrictions, building lines and easements may or may not be shown, check your Deed, Abstract, Title Report, and local ordinances, no responsibility is assumed by Surveyor.
Compare all points before building by same and report any discrepancy at once.
Dimensions are shown in feet and decimal parts thereof, no dimension is to be assumed by scaling.
FIELD MEASUREMENTS COMPLETED OCTOBER 19, 2012.

B.H. SUHR & COMPANY, INC.
SURVEYORS ESTABLISHED 1911
840 CUSTER AVENUE, EVANSTON, ILLINOIS 60202
TEL. (847) 864-6315 / FAX (847) 864-9341
E-MAIL: SURVEYOR@BHSUHR.COM
Professional Design Firm License No. 184-002871
LOCATION 2603 SHERIDAN ROAD EVANSTON, OCTOBER 19, 2012
ORDER No. 12-329 ORDERED BY UNIVERSAL REAL ESTATE
ACQUISITIONS, LLC
RR134 © 2012 B. H. Suhr & Company, Inc. All rights reserved.

STATE OF ILLINOIS }
COUNTY OF COOK } ss.
Certified to:
Tawani Enterprises, Inc. and City of Evanston
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 7(a), 8, 9, 11(a), and 14 of Table A thereof. The field work was completed on OCTOBER 19, 2012.
Dated at Evanston, Ill., this _____ day of _____, A.D., 20____.
By: _____
Raymond R. Hansen
Illinois Professional Land Surveyor
License Number 035-002542, Expiration Date 11/30/14



WONTY MAP NOT TO SCALE

EXHIBIT 2

REFERENDUM

**CITY OF EVANSTON
OFFICE OF THE CITY CLERK**

In re the Matter of the "Harley Clarke Mansion"

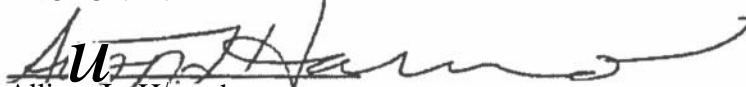
CERTIFICATE OF FILING

A Petition to place a Public Question on November 6th 2018 Ballot

In the Matter regarding the parcel of City Property, including the building structures, commonly known as the Harley Clarke Mansion, pursuant to the provisions of the Illinois Election Code, please find attached the notarized Signature Sheets in support of placing the following public question on the November 6, 2018 ballot -

"Shall the City of Evanston protect from demolition and preserve the landmark Harley Clarke buildings and gardens next to Lighthouse Beach, for use and access as public property, consistent with the Evanston Lakefront Master Plan, at minimal or no cost to Evanston taxpayers?"

PROPONENT:



Allison L. H/tmed
1515 Greenwood Street
Evanston, IL 60201
773.354.9353
saveharleyclarke@gmail.com

Dated 7/25/2018