

**48-R-16**

**A RESOLUTION**

**Authorizing the City Manager to Enter Into a Parking Lease Agreement with 1571 Maple Avenue, LLC at the City Garage Located at 1800 Maple Avenue**

**WHEREAS**, the City of Evanston ("City") owns a parking garage at the location commonly known as 1800 Maple Avenue in Evanston, Illinois, and a parking lot at the location commonly known as 1800 Maple Avenue; and

**WHEREAS**, on April 13, 2015, the City Council enacted Ordinance 19-O-15 which granted a Special Use Permit for a Planned Development (the "Planned Development") at 1571 Maple Avenue (the "Subject Property"); and

**WHEREAS**, Condition Z of the Ordinance 19-O-15 required the Applicant to sign a lease agreement for 101 parking spaces in the 1800 Maple Avenue parking garage; and

**WHEREAS**, the City Council of the City of Evanston has determined that the best interests of the City would be served by leasing parking spaces for residents of the future development at 1571 Maple Avenue; and

**WHEREAS**, pursuant to Section 1-17-4-1 of the Evanston City Code of 2012, the City Council may authorize leases of parking by resolution,

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

**SECTION 1:** The City Manager is hereby authorized and directed to sign, and the City Clerk hereby authorized and directed to attest on behalf of the City, a lease

between the City and 1571 Maple Avenue, LLC for parking in the City Parking Garage, 1800 Maple Avenue, attached hereto as Exhibit 1 and incorporated herein by reference.

**SECTION 2:** The City Manager is hereby authorized and directed to negotiate any additional terms and conditions of said leases as he may determine to be in the best interests of the City and in a form acceptable to the Corporation Counsel.

**SECTION 3:** This Resolution shall be in full force and effect from and after its adoption.

  
Elizabeth B. Tisdahl, Mayor

Attest:

  
Rodney Greene, City Clerk

Adopted: July 25, 2016

**EXHIBIT 1**  
**Parking Lease Agreement**

**PARKING LEASE AGREEMENT  
FOR PARKING IN THE 1800 MAPLE AVENUE GARAGE BETWEEN**

**THE CITY OF EVANSTON**

**AND**

**1571 MAPLE AVENUE, LLC**

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## PARKING LEASE AGREEMENT

1. **Date and Parties.** This Parking Lease Agreement (“Agreement”) is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2016 (the “Effective Date”), by and between the City of Evanston, an Illinois municipal corporation (“Landlord”), and 1571 Maple Avenue, LLC, an Illinois limited liability company (“Tenant”).

2. **Planned Development Project** Tenant is the fee owner of the property commonly known as 1571 Maple Avenue, Evanston, Illinois, legally described on Exhibit A to Exhibit 1 attached hereto and incorporated herein (“Tenant’s Property”). Tenant intends to construct a mixed use building on Tenant’s Property (“Project”) that includes 101 rental apartment units in accordance with the terms and conditions of that certain City of Evanston Ordinance 19-O-15, a copy of which is attached hereto as Exhibit 1 (“Ordinance”). The Ordinance, among other things, authorized the issuance of a Special Use Permit for a Planned Development and certain Site Development Allowances to permit construction of the Project.

3. **Leased Premises.** Landlord is the fee owner of the property legally described in Exhibit 2, attached hereto and incorporated herein, and commonly known as 1800 Maple Avenue, Evanston, Illinois 60201 (“Property”), which Property is improved with a parking garage (“Public Garage”). In furtherance of the requirements of the Ordinance, Tenant desires to lease from Landlord, and Landlord agrees to lease to tenant, one hundred one (101) covered parking spaces in the Public Garage (such number of spaces, the “Leased Premises”) subject to the terms and conditions of this Agreement. Landlord and Tenant acknowledge and agree that the number of covered parking spaces constituting the Leased Premises is subject to adjustment after the expiration of the Initial Term and any Renewal Term (each, as hereinafter defined) as set forth in Section 5(e) of this Agreement.

4. **Lease Term.** The initial term (“Initial Term”) of this Lease shall start on the date of issuance of the Final Certificate of Occupancy and end at midnight on the last day of the calendar month that is seven (7) years (eighty-four (84) months) after the Rent Commencement Date (as defined in Section 6). Subject to the notice requirements of this Agreement, and provided that at the time of such notice the Tenant is not then in Default (as herein defined) under the terms of this Agreement, the Tenant is hereby granted the right and privilege (each, a “Renewal Option”) to extend this Agreement one or more successive times, each for a period of five (5) years (each, a “Renewal Term”). Each Renewal Option shall be exercised, if at all, pursuant to the terms of Section 9 of this Agreement. If Tenant does not exercise the first Renewal Option, this Agreement shall end on the last day of the Initial Term, unless terminated at an earlier date. Tenant and Landlord acknowledge and agree that this Agreement is intended to remain in effect with the Landlord for the time that the Tenant’s Project at 1571 Maple Avenue, Evanston, Illinois, serves as a residential building, unless Condition Z of the Ordinance is amended by the City Council of the City of Evanston as an amendment to the Planned Development or unless otherwise terminated pursuant to one of the express provisions hereof.

5. **Annual Vehicle Ownership Reports.** During the Initial Term and any Renewal Term, Tenant is obligated to provide certain disclosures related to vehicle ownership at the Project as set forth below and in Sections 10 and 11 hereof:

(a) For the Initial Term and any additional Renewal Terms, if any, of this Agreement, Tenant shall require all residents of the Project to disclose whether they own a vehicle. Tenant shall also conduct periodic reviews of the number of vehicles owned by Project residents to ensure that the number parking spaces in the Leased Premises can accommodate such number of vehicles. Tenant shall provide a certified vehicle ownership report to the Landlord annually by January 31<sup>st</sup> of each calendar year during the Initial Term and any Renewal Term of this Agreement.

(b) Landlord will monitor the Tenant's certified vehicle ownership reports. The costs incurred by the Landlord to monitor the Tenant's certified vehicle ownership report shall be included in the Rent.

(c) If at any time during the Initial Term the annual vehicle ownership report indicates that the residents of the Project own more than one hundred one (101) vehicles, and thus require more than one hundred one (101) parking spaces in the Public Garage, then Landlord and Tenant agree to amend this Agreement to increase the number of parking spaces that constitute the Leased Premises to include the additional necessary parking spaces. Such amendment will be reviewed by the City Council, and if approved, must constitute an amendment to this Agreement.

(d) Tenant agrees to deny apartment leases to potential residents of 1571 Maple Avenue, Evanston, Illinois, who own vehicles until such time as the number of vehicles owned by the residents of the building and required to park in the 1800 Maple Avenue garage falls below one hundred one (101) needed spaces, or until the surplus parking spaces can be accommodated in a revised lease agreement with the Landlord as provided in Section 5(c) hereof.

(e) During the Initial Term, if Tenant's certified vehicle ownership report indicates that the number of vehicles owned by Project residents is less than one hundred one (101) vehicles, then, effective as of the expiration of the Initial Term, Tenant may request an amendment to this Agreement to reduce the number of parking spaces that constitute the Leased Premises to the highest number of spaces evidenced on the annual vehicle ownership reports during the Initial Term. Such amendment will reviewed by the City Council, and if approved, must constitute an amendment to this Agreement, effective for the succeeding Renewal Term, and the Rent during such Renewal Term shall be adjusted based on the number of parking spaces required. Thereafter, if the annual vehicle ownership reports evidence a further decrease in vehicle ownership during any Renewal Term, Tenant is permitted to request an amendment to this Agreement that will be reviewed by the City Council, and if approved must constitute an amendment to this Agreement, effective as of the commencement of the succeeding Renewal Term and subject to the corresponding reduction in Rent.

6. **Rent.** As required under the Ordinance, during the Initial Term and any Renewal Term, the Tenant agrees to pay the Landlord as rent for the Leased Premises, an amount equal to the standard monthly rate in effect from time to time at the Public Garage for a leased automobile space. For purposes of this Agreement, monthly rent shall equal: the actual monthly standard automobile parking fee in effect at the Public Garage multiplied by 101 parking spaces, as required by the Ordinance (collectively, "Rent"). Rent shall be prepaid in monthly installments on or before the first day of each month during the Initial Term, or any Renewal Term, as the case may be. Rent and other charges due under this Lease shall be made payable to City of Evanston, and delivered to City of Evanston, Attn: Collector's Office, 2100 Ridge Avenue, Evanston, Illinois 60201 or at such other place as Landlord may from time to time

designate in writing. Rent shall begin to accrue as of the date that is 180 days after the day Tenant receives a Certificate of Occupancy from Landlord for the Project (such date, the "Rent Commencement Date"). Landlord may, in its sole discretion, increase the standard monthly parking rate for automobiles at the Public Garage and deliver written notice thereof to Tenant. Notwithstanding anything to the contrary in this Agreement, such changes to the Rent made pursuant to this Section 6 shall not require a written amendment to this Agreement and shall be deemed effective as of the first day of the month that occurs not less than thirty (30) days after Tenant's receipt of Landlord's notice as required in this Section, and commencing with such month, Tenant shall pay to Landlord the increased standard monthly rate.

7. **Transponders.** Tenant shall be issued a total number of transponders equivalent to the total number of parking spaces in the Leased Premises as provided for in this Agreement. The cost of the transponders shall be at the Tenant's sole expense and shall be provided by the Landlord. Tenant is solely responsible for maintaining and insuring proper use of all transponders. Any attempt to manipulate or circumvent any parking procedures or the provisions of this Agreement may result in immediate revocation of parking privileges. Tenant acknowledges that the transponder must be used upon entry and exit to the Public Garage. Absent such use, Tenant may be subject to the daily parking rate for said facility. Tenant acknowledges that a replacement charge for lost or damages transponders will be imposed by Landlord at the Tenant's sole expense and a deposit fee will need to be posted for each transponder.

8. **Non-Exclusive Use.** Spaces in the Public Garage shall not be reserved for exclusive use by the Tenant. Tenant shall have non-exclusive use of the number of spaces that constitute the Leased Premises and for parking purposes only. The Tenant acknowledges and agrees that only residents of the Project will be permitted to use the Leased Premises under this Agreement. Landlord will supply permits to Tenant for display in resident vehicles parked in the Leased Premises. Vehicles parked in the Public Garage without a Landlord issued permit clearly displayed in the vehicle will be subject to being ticketed and/or towed. Tenant will instruct its residents that they may park anywhere in the Leased Premises except the roof of the facility.

9. **Renewal.** The Tenant shall exercise each Renewal Option, if at all, by written notice delivered to Landlord within sixty (60) days of the expiration of the Initial Term or then current Renewal Term, as the case may be. All of the terms and provisions of this Agreement shall apply to each Renewal Term except that the description of the number of spaces in the Leased Premises and the Rent shall be adjusted accordingly if Tenant has exercised the right to request such adjustments pursuant to Section 5(e) of this Lease. In the event the Tenant timely exercises a Renewal Option, the Landlord and the Tenant each agree to execute an amendment to this Agreement in a form reasonably acceptable to Landlord and Tenant and such amendment shall be approved by the City Council as an amendment to this Agreement. In the event Tenant seeks to not renew the Agreement, Tenant must provide written notice of its plan of compliance with conditions set forth in the Ordinance, notably Condition Z.

10. **Accounting of Leased Spaces.** If requested by Landlord, Tenant shall deliver to Landlord the following information, along with a statement signed by an authorized representative of Tenant certifying:

- (a) The total number of permits or licenses issued to residents of the Project for the Leased Premises; and
- (b) The monthly fees charged by Tenant for use of the Leased Premises.

11. **Books and Records.** Tenant shall maintain complete and accurate books and records of account in accordance with generally accepted business and accounting practices with respect to the use of and licensing and subleasing of the Leased Premises to sublessees (but not including any revenues derived from such licenses). The books and records of account shall be retained by Tenant for four (4) years, and, upon request by Landlord, Tenant shall deliver possession of the books and records, or accurate copies thereof, to Landlord. In addition, upon expiration or termination of this Agreement, and for four years thereafter, Tenant shall make available to Landlord for inspection and copying (at no expense to Landlord) the books and records of four (4) years preceding the expiration or termination of this Agreement. Landlord or its authorized representatives may conduct at any time upon reasonable prior notice, an audit or inspection of the books and records of Tenant relating to the licensing or subleasing of the Leased Premises to sublessees solely for the purpose of determining the degree to which sublessees used the Leased Premises and whether Tenant has complied with this Agreement and City of Evanston Ordinance 19-O-15. The obligations of Tenant under this Section shall survive the expiration or early termination of this Agreement.

12. **Compliance with Law.** Tenant shall not use the Leased Premises, or knowingly permit anything to be done in or about the Leased Premises, that will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated.

13. **Landlord Repair Responsibility.** Landlord shall repair and maintain the Leased Premises, including snow removal, paving, repair of potholes, and curb cuts. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance if need for such repair is due to the neglect on the part of the Tenant. Tenant shall provide Landlord with written notice of any repairs needed and Landlord shall address said repair(s) within a reasonable time to be agreed between City and Tenant. If during such repairs, Landlord is unable to make the number of parking spaces required under this Agreement available for use by residents of the Project for a period of ten (10) consecutive days or more, then Rent shall abate on a per diem basis and for the number of parking spaces affected accordingly. Such abatement shall be applied to the next monthly installment of Rent due, or if the last required installment of Rent has been paid, Landlord shall refund such amount to Tenant within thirty (30) days of the completion of such repair. The provisions of this Section shall not apply in the case of damage or destruction by fire or other casualty or a taking under the power of eminent domain which are governed by Sections 19 and 20, respectively, of this Agreement.

14. **Tenant Alterations Prohibited.** Tenant shall not, at any time during the Lease Term, make any alterations, decorations, additions, or improvements to the Leased Premises.

15. **Utilities.** Landlord shall be responsible for and pay for all utilities supplied to the Leased Premises.

16. **Insurance to be Maintained by Landlord.** Throughout the term, Landlord covenants to maintain insurance with respect to the Public Garage insuring against loss or

damage by fire and such other hazards for the full insurable replacement cost of such improvements, less deductibles; and comprehensive public liability, and property damage insurance in such limits as deemed appropriate.

17. **Casualty/Restoration.** In the event the Public Garage is damaged by fire, explosion or any other casualty and as a consequence thereof, Landlord is unable to provide the required number of spaces at the Leased Premises, then Tenant's Rent shall abate based on the number of unavailable parking spaces, for such time and until such restoration and repair is completed. Any credit due to Tenant will be applied to the succeeding Rent payment(s) due, or if no such payment shall become due, then Landlord shall refund such amount to Tenant on or prior to the date that is thirty (30) days after completion of the restoration. In the event that Landlord elects not repair, then this Agreement shall terminate as of the date of the casualty and notwithstanding anything to the contrary in the Ordinance, Tenant shall have no further obligation to lease parking spaces from Landlord and the Project shall be deemed conforming as to parking. Notwithstanding, the foregoing, Landlord may elect to nullify such termination by written notice to tenant delivered within ninety (90) days of the date of termination if Landlord makes comparable parking accommodations available to Tenant for an equal or lesser number of spaces within the same or lesser distance from the Project at or below the Rent rates in effect as of the date of termination. In the event that Landlord timely notifies Tenant of such election, Landlord and Tenant shall amend this Agreement to reflect the substitute location of the Leased Premises, number of parking spaces and Rent generally charged for monthly automobile parking at the substitute location, and such other modifications to terms and conditions that are warranted on the basis of such substitution and this Agreement shall remain in full force and effect.

18. **Eminent Domain.**

(a) **More than 50% Taken:** If 50 percent (50%) or more of the Public Garage is taken for a public or quasi-public use, this Agreement will terminate as of the date of the physical taking, and notwithstanding anything to the contrary in the Ordinance, Tenant shall have no further obligation to lease parking spaces from Landlord and the Project shall be deemed conforming as to parking. Notwithstanding the foregoing, the landlord may elect to nullify such termination by providing substitute, comparable parking in accordance with the provisions of Section 19 hereof.

(b) **Less than 50% Taken:** If the taking affects less than 50 percent of the Public Garage and Landlord continues to provide the required number of parking spaces to Tenant, then Landlord will, with reasonable diligence, proceed at Landlord's expense to repair or reconstruct the Public Garage to a tenantable covered parking condition within 90 days after the date of the actual physical taking.

(c) **Abatement of Rent:** During any repair, Tenant's Rent shall abate based on the number of unavailable parking spaces, for such time and until such restoration and repair is completed. Any credit due to Tenant will be applied to the succeeding Rent payment(s) due, or if no such payment shall become due, then Landlord shall refund such amount to Tenant on or prior to the date that is thirty (30) days after the completion of the repair.

(d) **Right to Condemnation Award:** Any award made in any condemnation proceeding for the taking of any part of the Premises will be the sole property of Landlord.

19. **Assignment, Subletting and Ownership.**

(a) **Prohibition against Transfer.** Tenant may, without Landlord's consent and notwithstanding anything to the contrary in this Agreement, sublet all or any portion of the Leased Premises or assign the Lease to (i) a subsidiary, parent, affiliate, division or corporation controlled by or under common control with Tenant; or (ii) a successor corporation related to Tenant by merger, consolidation, reorganization or government action. Additionally, Tenant may assign this Lease (x) to a successor owner in the event of a sale of Tenant's Property, or (y) to Tenant's lender as additional security for Tenant's loan, and in either case, Landlord shall consent to such assignment, the form of which assignment and consent shall be subject to the reasonable approval of the parties. In the case of an assignment pursuant to clause (y) hereof, if requested by Tenant's lender to protect and perfect its interest in the Lease and to maintain the conforming status of the Project, Landlord agrees to: permit the Lease or a memorandum thereof to be recorded; allow Tenant's lender to obtain and record a leasehold mortgage; and if requested, enter into a lessor's agreement in form and substance reasonably satisfactory to Tenant's lender and Landlord. No portion of the Leased Premises shall be sublet for any purpose other than parking. All subleases or assignments must be in compliance with current provisions of the City of Evanston Code.

(b) Any attempt or purported transfer, assignment, subletting, mortgage, or agreement (hereinafter collectively referred to as a "Transfer") other than what is stated in this Section 21, without Landlord's prior written consent shall be void and of no force or effect and shall not confer any interest or estate in the purported transferee. However, Tenant shall remain liable for any and all rents and monies due Landlord up to and including the date of such termination and shall not be relieved of its obligations and responsibilities to pay all amounts due to Landlord.

20. **Signs.** Tenant may not erect or install any signage, of any nature or design, without Landlord's prior written consent and without following the submission and approval process set forth in the City Code.

21. **Indemnification.** Except as otherwise provided in this Agreement, Tenant shall protect, indemnify and save Landlord and its officers, agents, attorneys, and employees harmless from and against any and all obligations, liabilities, costs, damages, claims and expenses of whatever nature arising from injury to persons or damage to property on the Leased Premises, arising out of or in connection with Tenant's use or occupancy of the Leased Premises or Tenant's activities on the Leased Premises, or arising from any negligent or willful act of Tenant. Tenant shall pay for all of Landlord's costs of suit and attorneys' fees and expenses.

22. **Holdover.** On the last day of the Initial Term or Renewal Term, as the case may be, or upon any earlier termination of this Agreement, or upon any re-entry by Landlord upon the Leased Premises, Tenant shall quit and surrender the Leased Premises to Landlord and return the transponders. If Tenant remains in possession after the expiration date or after any earlier termination date of this Agreement (a) Tenant shall be deemed a tenant at will; (b) Tenant shall pay hundred percent (100%) of the last prevailing Rent hereunder, (c) there shall be no renewal or extension of this Agreement by operation of law, and (d) the tenancy at will may be terminated upon thirty (30) days' notice from Tenant or Landlord.

23. **Tenant Default.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by Tenant:

(a) If Tenant fails to pay the monthly Rent or any other charges required to be paid by Tenant within ten (10) business days of the date such payments are due; or

(b) If Tenant fails to promptly and fully perform any other covenant, condition or agreement contained in this Agreement and such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of any such default is such that the same cannot be cured within thirty (30) days, Tenant shall have such additional period of time as may be necessary to cure such default provided that it commences to cure said default within the thirty (30) day period and proceeds diligently thereafter to complete such cure, and provided further that such default is cured within one hundred and twenty (120) days from the date of Landlord's notice to Tenant; or

(c) Tenant shall make a general assignment the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy.

24. **Landlord's Remedies.** In the event of Tenant's default hereunder, then after applicable notice and the expiration of any cure period, Landlord shall have the right, at Landlord's option, upon giving notice to tenant, to terminate this Agreement and Tenant's right of possession of the Leased Premises.

25. **Time is of the Essence.** Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor, and all provisions herein and all provisions relating thereto, shall be strictly construed.

26. **Successors and Assigns.** All of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. No third party, other than such heirs, legal representatives, successors and assigns, shall be entitled to enforce any or all of the provisions of this Agreement or shall have any rights hereunder whatsoever.

27. **Quiet Enjoyment.** Upon Tenant paying the Rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Leased Premises for the entire Initial Term and any Renewal Term hereof, subject to all the provisions of this Agreement.

28. **Prior Agreements/Amendments.** This Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest or except as expressly provided in this Agreement.

29. **Sale of Premises.** In the event of any sale of the Leased Premises by Landlord, Landlord shall deliver written notice to tenant thereof not less than thirty (30) days prior to the

proposed sale. Upon sale of the Leased Premises, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Agreement arising out of any act, occurrence or omission occurring after the consummation of such sale, and without further action of the Landlord or the City Council, Tenant shall be not relieved of its obligation to provide 101 parking spaces to Tenants' of the Project as required by the Ordinance. Notwithstanding the foregoing, at Tenant's election by notice delivered to Landlord, the purchaser of the Leased Premises shall assume and agree to carry out any and all of the covenants and obligations of the Landlord under this Agreement, as the same may be modified by Tenant and such purchaser, pursuant to an assignment and assumption agreement reasonably acceptable to said parties. If Tenant elects to not lease parking spaces at the Leased Premises following the sale, Tenant must provide the City of Evanston notice of how it will comply with the Ordinance requirements for parking at an alternative site(s).

30. **Notices.** Notices and demands required or permitted to be given hereunder shall be given by personal delivery or reputable overnight courier (such as Federal Express), or registered or certified mail to:

Tenant: 1571 Maple Avenue, LLC  
c/o CP2 Management LLC  
225 W. Hubbard Street, 4<sup>th</sup> Floor  
Chicago, Illinois 60654  
Attn: Legal Department

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement the day and year first above written.

LANDLORD:

CITY OF EVANSTON  
an Illinois municipal corporation

By: \_\_\_\_\_

Its: City Manager

Print Name: Wally Bobkiewicz

TENANT:

1571 MAPLE AVENUE, LLC  
an Illinois limited liability company

By: 1571 Maple Avenue Associates LLC,  
a Delaware limited liability company

By: CP Maple Avenue Member, LLC,  
an Illinois limited liability company,

Its: Managing Member

By: \_\_\_\_\_

Print Name: John McLinden

Its: Manager

**EXHIBIT 1**

**Ordinance 19-O-15**

## EXHIBIT A TO EXHIBIT 1

### Legal Description of Tenant's Property

#### PARCEL 1:

THE SOUTH 50 FEET OF THE NORTH 200 FEET OF THE WEST 120 FEET OF BLOCK 63 IN

EVANSTON (EXCEPT SO MUCH OF SAID PREMISES, IF ANY, WHICH LIES NORTH OF THE SOUTH 300 FEET OF SAID BLOCK 63) TOGETHER WITH THE SOUTH 10 FEET OF THE NORTH 200 FEET OF SAID BLOCK 63, EXCEPT THEREFROM THE WEST 120 FEET THEREOF AND EXCEPT THAT PART THEREOF DEDICATED FOR STREET PURPOSES; ALSO THAT PART OF SAID BLOCK 63, IF ANY, LYING BETWEEN THE NORTH 200 FEET AND THE SOUTH 250 FEET 1 1/2 INCHES OF SAID BLOCK 63 MEASURED ALONG THE WEST LINE OF SAID BLOCK AND LYING WEST OF THE WESTERLY LINE OF ELMWOOD AVENUE ALL IN EVANSTON, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THE NORTH 150 FEET OF THAT PART OF BLOCK 63 IN EVANSTON WHICH LIES WEST OF THE RIGHT OF WAY OF THE CHICAGO AND MILWAUKEE RAILROAD (KNOWN AS THE CHICAGO AND NORTHWESTERN RAILROAD) (EXCEPT THEREFROM THE WEST 83 1/2 FEET AND EXCEPT THAT PART THEREOF DEDICATED FOR STREET PURPOSES) SAID BLOCK 63 BEING SITUATED IN THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

THE SOUTH 40 FEET OF THE NORTH 190 FEET OF THAT PART OF BLOCK 63 IN EVANSTON

WHICH LIES WEST OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY (EXCEPT THEREFROM THE WEST 120 FEET THEREOF AND EXCEPT THAT PART THEREOF DEDICATED FOR STRT PURPOSES) SAID BLOCK 63 SITUATED IN THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 4:

THE WEST 83 1/2 FEET OF THE SOUTH 20 FEET OF THE NORTH 150 FEET OF BLOCK 63 IN

THE VILLAGE OF EVANSTON, BEING A SUBDIVISION OF PARTS OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND

IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THE EAST 20 FEET 10 INCHES OF THE WEST 83 FEET AND 5 1/2 INCHES OF THE NORTH 130

FEET OF BLOCK 63 IN VILLAGE OF EVANSTON IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PINS:

11-18-310-004-0000

11-18-310-006-0000

11-18-310-007-0000

11-18-310-008-0000

11-18-310-019-0000

11-18-310-020-0000

ADDRESS: 1571 MAPLE AVENUE, EVANSTON, ILLINOIS 60202

**EXHIBIT 2**

**LEGAL DESCRIPTION OF LANDLORD'S PROPERTY**

PARCEL 4 – PARKING

LOT 4 OF THE CHURCH MAPLE RESUBDIVISION BEING A RESUBDIVISION OF PART OF DEMPSTER'S SUBDIVISION OF BLOCK 66 OF THE VILLAGE OF EVANSTON, COOK COUNTY, ILLINOIS; PART OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY (FORMERLY CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT OF WAY); PART OF BLOCK 18 IN THE VILLAGE OF EVANSTON; ALL OF BLOCKS 2 AND 3 IN CIRCUIT COURT SUBDIVISION IN PARTITION OF LOT 22 IN THE COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS; AND PART OF VACATED CLARK STREET AND EAST RAILROAD AVENUE; BEING IN THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS.

PINS: 11-18-117-004-0000

ADDRESS: 1800 MAPLE AVENUE, EVANSTON, ILLINOIS 60202