

6/5/2017

54-R-17

A RESOLUTION

**Authorizing the City Manager to Execute a Parking Lease Agreement
with 2424 Dempster LLC d/b/a "Kabul House"**

WHEREAS, the City of Evanston ("City") owns the right-of-way commonly known as McDaniel Avenue, Evanston, Illinois; and

WHEREAS, 2424 Real Estate LLC, an Illinois limited liability company d/b/a "Kabul House" owns certain real property adjacent to the City's right-of-way at 2424 Dempster Street, Evanston, Illinois; and

WHEREAS, Kabul House intends to open a restaurant at the aforementioned location and seeks to lease a portion of the right-of-way for thirty-nine (39) parking spaces from the City of Evanston for a five (5) year term; and

WHEREAS, the City Council of the City of Evanston has determined that the best interests of the City would be served by leasing fifteen (15) parallel parking spaces on McDaniel Avenue north of Dempster Street and leasing twenty-four (24) perpendicular parking spaces on McDaniel Avenue south of Dempster Street to 2424 Real Estate LLC to provide adequate parking for Kabul House customers; and

WHEREAS, pursuant to Subsection 1-17-4-1 of the Code, the City Council may authorize leases of real estate 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 the parking lease by and between the City of Evanston and 2424 Real Estate LLC attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2: The City Manager is hereby authorized and directed to negotiate any additional terms and conditions of said parking lease as he may determine to be in the best interests of the City.

SECTION 3: This resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

Attest:



Devon Reid, City Clerk


Stephen H. Hagerty, Mayor

Adopted: June 12th, 2017

EXHIBIT A

**Parking Lease between the City of Evanston and 2424 Real Estate LLC
d/b/a Kabul House**

PARKING LEASE

1. **Date and Parties.** This Parking Lease is made on this ____ day of _____ 2017 (the "Lease Commencement Date"), by and between the City of Evanston, an Illinois municipal corporation ("Landlord"), and 2424 Real Estate LLC, an Illinois limited liability company ("Tenant") d/b/a Kabul House.

2. **Business.** Tenant is the fee owner of the property legally described in Exhibit A, attached hereto and incorporated herein, and commonly known as 2424 Dempster Street, Evanston, Illinois 60202 (the "Property"). Tenant intends to open a certain commercial business at the Property, Kabul House restaurant ("Kabul House").

3. **Leased Premises.** Landlord is the fee owner of certain right-of-way property shown in the site plan attached hereto as Exhibit B and incorporated herein. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord (a) fifteen (15) parallel parking spaces on McDaniel Avenue, north of Dempster Street ("McDaniel Parking Lot"); and (b) twenty-four (24) parking spaces and the drive aisle for said spaces on McDaniel Avenue, south of Dempster Street ("McDaniel Parallel Parking"); collectively the thirty-nine (39) parking spaces shall be referred to as the "Leased Premises".

4. **Lease Term.** The term of this Lease ("Lease Term") shall start on the Lease Commencement Date and continue for five (5) years (sixty months). The term of this Lease shall end on the last day of the sixtieth month, unless terminated at an earlier date.

5. **Performance of Tenant's Work.** Tenant is obligated to perform certain construction work in and to the Leased Premises as set forth in Exhibit C, then commencing on the day tenant receives all necessary permits and approvals from the city and other governmental bodies, Tenant shall expeditiously commence, perform and diligently complete its obligations as described on Exhibit C in a workmanlike manner.

6. **Rent.** As per agreement with the Tenant, agrees to pay to Landlord as a lease fee, the yearly sum of \$11,070.00 (Eleven Thousand seventy and no/100 Dollars) on or before the first day of each and every successive calendar year during the Lease Term. The obligation of Tenant to pay Minimum Rent shall start on the Lease Commencement Date. All Rent and other charges due under this Lease shall be made payable to City Of Evanston, and delivered to City of Evanston, Attn: Public Works, 2100 Ridge Avenue, Room 3700, Evanston, Illinois 60201 or at such other place as Landlord may from time to time designate in writing. The first year's rent shall be paid within 10 business days of the Lease Commencement Date.

7. **Exclusive and Non-Exclusive Use:**

(a) Tenant shall have exclusive use of the McDaniel Parallel Parking Spaces for parking only purposes. The Tenant acknowledges and agrees that only employees or contractors of Tenant will be permitted to use the McDaniel Parallel Parking Spaces. Landlord will supply permits to Tenant for display in vehicles parked only in the McDaniel Parallel Parking Spaces. Vehicles parked in the aforesaid McDaniel Parallel Parking Spaces without a Landlord issued permit clearly displayed in the vehicle will be subject to being ticketed and/or towed.

(b) Tenant shall have exclusive use of the west perpendicular parking in the McDaniel Parking Lot for customers only of Tenant.

(c) Tenant shall have non-exclusive use of the east perpendicular parking spaces in the McDaniel Parking Lot for customers of Tenant to use. The thirteen (13) spaces may also be used by patrons of the City of Evanston Harbert Park east and adjacent to the McDaniel Parking Lot.

8. **Renewal.** Tenant must notify Landlord, in writing, of its desire to renew the lease agreement within 120 days of expiration of the term. The parties will negotiate the lease and enter into a new and separate agreement.

9. **Tenant Construction.** Tenant shall be responsible for completing the work described on the attached Construction Exhibit C. Landlord will not reimburse Tenant for any of the expenditures of the Tenant Improvements detailed on Exhibit C.

10. **Compliance with Law.** Tenant shall not use the Leased Premises, or permit anything to be done in or about the Leased Premises, which 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.

11. **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. There shall be no abatement of Rent, and no liability of Landlord by reason of any injury to, or interference with, Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Leased Premises or in or to fixtures, appurtenances and equipment therein. 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.

12. **Tenant Repair Responsibility.** Tenant shall, at Tenant's sole cost and expense, keep the Leased Premises and every part thereof in good condition and repair (except as otherwise specifically provided in Paragraph 12 with respect to Landlord's responsibilities) including, without limitation, the lighting fixtures for the Leased Premises, any and all signage, and free from debris, garbage, and other rubbish, and in compliance with the City of Evanston Code of 2012, as amended. Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Leased Premises to Landlord in good condition, ordinary wear and tear and damage from causes beyond the reasonable control of Tenant accepted. Any damage to the Leased Premises or adjacent premises caused by Tenant's use of the Leased Premises shall be immediately repaired, to Landlord's satisfaction, at the sole cost and expense of Tenant.

13. **Tenant Alterations.** Except as otherwise specifically provided in this Lease, Tenant shall not, at any time during the Lease Term, make any alterations, decorations, additions, or improvements to the Leased Premises (hereinafter collectively referred to as "Alterations"), without Landlord's prior written consent, which shall not be unreasonably withheld. In the event that Landlord consents to the performance of any such Alterations, Landlord may impose on

Tenant whatever requirements or conditions Landlord may deem appropriate in connection with the performance of such Alterations (e.g. insurance, performance bond, lien waivers, plans and specifications, permits and licenses).

14. **Utilities.** Tenant shall pay for all electricity supplied to the McDaniel Parking Lot light poles, to be installed by Tenant.

15. **Liens.** Tenant shall not cause or permit any mechanic's lien to be filed against the Leased Premises by reason of, or due to, or as a result of, any work, labor, services, or materials performed at, or furnished to, the Leased Premises, to Tenant, or to anyone holding the Leased Premises through or under Tenant. If any such mechanic's lien shall at any time be filed, Tenant shall immediately cause the same to be discharged of record by payment, bond, order of a court of competent jurisdiction or otherwise; provided, however, that Tenant shall have the right to contest any and all such liens provided security which is satisfactory to Landlord, in its sole discretion, is deposited with Landlord and such lien is dismissed within sixty (60) days from the filing date of said lien. Subject to the immediately preceding sentence, in the event that Tenant fails to cause any such lien to be discharged within thirty (30) days after being notified of the filing thereof and before judgment or sale thereunder, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same by paying the amount claimed to be due, or by bonding or other proceeding deemed appropriate by Landlord, and the amount so paid by Landlord, together with all costs and expenses (including, but not limited to, reasonable attorney's fees), incurred by Landlord in procuring the discharge of such lien, shall be deemed to be additional rent and shall immediately become due and payable by Tenant to Landlord on the first day of the next following month.

16. **Insurance to be maintained by Tenant.** Tenant shall, at its sole cost and expense, at all times during the Term obtain and pay for and maintain in full force and effect the following insurance policy or policies:

(a) **"All-Risk" Property Coverage.** "All Risk" property insurance on a replacement cost basis, covering all of the Tenant's personal property, merchandise, trade fixtures, furnishings and equipment, and all leasehold improvements installed in the Leased Premises by, or on behalf of, Tenant in an amount not less than the full replacement cost of all such property.

(b) **Liability Coverage.** Commercial general public liability to comply with any conditions of this Lease, umbrella liability insurance, covering Tenant against any claims arising out of liability for bodily injury and death and personal injury and property damage occurring in and about the Leased Premises, and otherwise resulting from any acts and operations of Tenant, its agents and employees, with limits of not less than a total combined single limit of \$1,000,000.00 per occurrence and \$2,000,000.00 annual general aggregate. Such insurance shall include, inter alia: (i) "occurrence" rather than "claims made" policy forms; (ii) all insurable liability assumed by the Tenant under the terms of this Lease; (iii) premises medical expenses in an amount not less than \$5,000.00 per person, per accident; (iv) the Landlord and any other parties designated by Landlord (including, but not limited to, its beneficiary, its general partners and its managing agent) shall be designated as additional insured(s); and (v) severability of insured parties.

(c) **Workers' Compensation Coverage.** Workers' compensation and employer's liability insurance in the state of Illinois. A Copy of Liability insurance Certificate required pursuant to

this Paragraph shall be delivered to Landlord prior to the Rent Commencement Date. If Tenant fails to submit such certificate to Landlord within the specified time, or otherwise fails to obtain and maintain insurance coverage in accordance with this Paragraph then Landlord, at Landlord's sole option, may, but shall not be obligated to, procure such insurance on behalf of, and at the expense of, the Tenant, and if Landlord exercises such right and expends any funds to obtain such insurance, Tenant shall reimburse Landlord for such amounts upon demand, it being understood that any such sums for which Tenant is required to reimburse Landlord shall constitute additional Rent under this Lease.

17. Casualty/Restoration. In the event the Leased Premises are damaged by fire, explosion or any other casualty to the extent which is less than twenty-five percent (25%) of the full replacement cost of the Leased Premises and none of the events described in the next succeeding sentence of this Paragraph shall have occurred, the damage shall be repaired by Landlord within a reasonable time period thereafter, and that in no event shall Landlord be required to repair or replace Tenant's signage, fixtures and any work performed by Tenant pursuant to Exhibit C. In the event of any such damage by fire, explosion or any other casualty, and (a) Landlord is not required to repair as hereinabove provided, or (b) the Leased Premises are damaged to the extent of twenty-five percent (25%) or more of the full replacement cost of the Leased Premises, Landlord may elect either to (i) repair or rebuild the Leased Premises or the building or buildings respectively, or (ii) terminate this Lease. Tenant shall also have the right to terminate the lease, if damage due to any of the above exceeds 25 % of the aggregate full replacement cost. Landlord shall make such election by giving notice of such election in writing to Tenant within ninety (90) days after the date of the event causing the damage. If Landlord is required or elects to repair the Leased Premises as herein provided, Tenant shall promptly commence and diligently complete 'Tenant's work), at Tenant's expense, the repair and restoration of all work set forth in Exhibit C; repair or replace its stock in trade, fixtures, furniture, furnishings, floor coverings and equipment; and if Tenant has closed, Tenant shall promptly reopen for business. Tenant's rent shall be abated during this period.

18. Eminent Domain.

(a) More than 50% Taken: If 50 percent (50%) or more of the Premises are taken for a public or quasi-public use, this lease will terminate as of the date of the physical taking, and the Parties will be released from all further liability.

(b) Less than 50% Taken: If the taking affects less than 50 percent of the Premises, the Landlord will, with reasonable diligence, proceed at Landlord's expense to repair the Premises and place them in tenantable condition within 90 days after the date of the actual physical taking.

(c) Abatement of Rent: During any repair, Tenant will be required to pay only that part of the fixed minimum monthly rental as the area of the tenantable Premises remaining during repairs bears to the entire area leased. On completion of repairs, the fixed minimum monthly rental will be adjusted in proportion to the repaired area, and Tenant will be required to pay the adjusted fixed minimum monthly rental in accordance this Agreement.

(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, sublet all or any portion of the 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. Tenant may sell the business to a third party or assign the Lease, provided that the assignee will be operating the business with the permitted use described herein. Tenant shall, however, notify Landlord, in writing, of its intention to do so and seek landlord's approval, which shall not be denied if the use is the same and complies with current approved usage. 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, 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 install signs in, on and about the Premises to the maximum extent permitted by local ordinances and in accordance with City of Evanston Code Title 4, Chapter 12 "Sign Regulations". 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. **Surrender of Leased Premises.** Tenant shall, at its sole cost and expense, remove, at the termination of this Lease (by lapse of time or otherwise), remove such of the alterations and additions and signs made or installed by Tenant as Landlord may request; repair any damage caused by such removal.

22. **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 contracts entered into for work 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.

23. **Holdover.** On the last day of the Lease Term, or upon any earlier termination of this Lease, or upon any re-entry by Landlord upon the Premises, Tenant shall quit and surrender the Premises to Landlord "broom-clean" and in good order, condition and repair, except for ordinary wear and tear and such damage or destruction as Landlord is required to repair or restore under this Lease, and Tenant shall remove all of the Tenant's personal property therefrom, except as otherwise expressly provided in this Lease. If Tenant remains in possession after the Expiration Date or after any earlier termination date of this Lease or of the Tenant's right to possession

(a) Tenant shall be deemed a tenant at will; (b) Tenant shall pay hundred percent (100%) of the Minimum Rent last prevailing hereunder, (c) there shall be no renewal or extension of this Lease by operation of law, and (d) the tenancy at will may be terminated upon thirty (30) days' notice from Landlord; or, at the sole option of Landlord expressed by written notice to Tenant, but not otherwise, such holding over shall constitute a renewal of this Lease for a period of one (1) year on the same terms and conditions as provided in this Lease, except that the Minimum Rent shall be as specified in this Paragraph.

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

- (a) If Tenant abandons or vacates the Leased Premises; or
- (b) If Tenant fails to pay any Rent or any other charges required to be paid by Tenant; or
- (c) If Tenant fails to promptly and fully perform any other covenant, condition or agreement contained in this Lease 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
- (d) If in any proceeding or action which Tenant is a party, a Trustee, or receiver, agent or custodian is appointed to take charge of the Leased Premises or Tenant's Property (or has the authority to do so) for the purpose of enforcing a lien against the Leased Premises or Tenant's Property; or
- (e) Tenant, or its employees while working at the Leased Premises, commits any crime which constitutes a misdemeanor or felony; or
- (f) Tenant shall fail to maintain the insurance coverage as set forth herein; or
- (g) 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.

25. **Landlord's Remedies.** In the event of Tenant's default hereunder, then in addition to any other rights or remedies Landlord may have under any law, Landlord shall have the right, at Landlord's option, upon giving notice to tenant, to do the following:

(a) **Remedies.** In the event of any breach of this Lease by Tenant, Landlord at its option, and after the proper notice may, in addition to all other rights and remedies provided in this Lease, at law or in equity to terminate this Lease and Tenant's right of possession of the Leased Premises, and recover all damages to which Landlord is entitled under law.

(b) Landlord may, at Landlord's option, enter into the Leased Premises, remove Tenant's signs and other evidences of tenancy. Any such property of the Tenant not retaken from storage by the Tenant within thirty (30) days after the end of the Term, however terminated, shall be

conclusively presumed to have been conveyed by the Tenant to the Landlord under this Lease as a bill of sale, without further payment or credit by the Landlord to the Tenant.

26. **Time of Essence.** Time is of the essence of this Lease 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.

27. **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 Lease or shall have any rights hereunder whatsoever.

28. **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 Lease Term hereof, subject to all the provisions of this Lease.

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

30. **Sale of Premises.** In the event of any sale of the Leased Premises by Landlord, 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 Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Leased Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease.

31. **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: 2424 Real Estate LLC
2424 Dempster Street
Evanston, IL 60202

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

32. Tenant and Landlord Mutual Environmental Indemnity.

(a) Definitions. For purposes of this Paragraph, "hazardous substance" means any matter giving rise to liability under the Resources Conservation Recovery Act ("RCRA"), 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 52 U.S.C. Sections 9601 et seq., the Illinois Environmental Protection Act (IEPA), or any common law theory based on nuisance or strict liability, including without limitation, petroleum products, asbestos, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any federal, state, county, municipal, local or other statutes, laws, ordinances and regulations.

(b) Prohibition. Tenant and Landlord shall not conduct or authorize the generation, transportation, storage, treatment or disposal, on the Leased Premises of any hazardous substance without prior written authorization by Landlord, which authorization may be withheld in Landlord's sole discretion, and the Tenant's failure to comply with the provisions of this paragraph shall constitute a default under this Lease.

(c) Remedial Action. If the presence, release, threat of release, placement on or in the Leased Premises, or the generation, transportation, storage, treatment, or disposal the Leased Premises of any hazardous substance due to the operation of tenants business: (i) gives rise to liability (including, but not limited to, a response action, remedial action, or removal action) under RCRA, CERCLA, the IEPA, or any common law theory based on nuisance or strict liability, (ii) causes an adverse public health effect, or (iii) pollutes, or threatens to pollute, the environment, Tenant shall promptly take, at Tenant's sole cost and expense, any and all remedial and removal action necessary to clean up the Leased Premises, and mitigate exposure to liability arising from the hazardous substance, whether or not required by law.

(d) Indemnification of Landlord. 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 from any and all environmental liability claims, specifically claims related to RCRA, CERCLA, the Clean Water Act, and claims of personal liability by third parties. Tenant shall pay for all of Landlord's costs of suit and attorneys' fees and expenses.

[SIGNATURES ON FOLLOWING PAGE]

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

LANDLORD:

CITY OF EVANSTON

An Illinois municipal corporation

By: Wally Bobkiewicz

Its: City Manager

Print Name: Wally Bobkiewicz

TENANT:

2424 REAL ESTATE LLC

d/b/a Kabul House

an Illinois limited liability company

By: _____

Its: Member

Print Name:

Approved as to form:
W. Grant Farrar
Corporation Counsel
By: Michelle Mooncup

EXHIBIT A

LEGAL DESCRIPTION

The West 57½ Feet of the West 100.00 Feet of Lots 22, 23 and 24 (Except the North 5.00 feet taken for road by document number 0010765352) in Block 3 in Pitner and Sons 3rd Addition to Evanston, Said Addition Being a Subdivision of the Northwest ¼ of the Northwest ¼ of Section 24, Township 41 North, Range East of the Third Principal Meridian, in Cook County, Illinois

PINS: 10-24-100-029-0000

ADDRESS: 2424 DEMPSTER STREET, EVANSTON, ILLINOIS 60202

EXHIBIT B

SITE PLAN

EXHIBIT C

DESCRIPTION OF TENANT'S WORK

Tenant at Tenant's expense shall diligently perform all work as depicted on the Site Plan and Tenant's work shall be completed diligently and with good workmanship in accordance with the plans approved by the City of Evanston. Tenant may install such tenant improvements, fixtures, signs and finishes in the Premises as Tenant deems necessary or desirable, subject to the Landlord's approval and City Code submission process.

Tenant's Improvements include:

1. Striping: Tenant will strip the parking spaces in the McDaniel Parking Lot prior to Chicken and Waffles restaurant opening for business.
2. Signs: Tenant may only install signage on the McDaniel Parking Lot site in accordance with the City Code of 2012, as amended, process.