

AMEND BOARD REPORT 01-0926-OP7

WITH IMPERIAL REALTY, INC.

RATIFY A LEASE AGREEMENT

FOR THE USE OF 4632 WEST DIVERSEY AVENUE

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Agreement with Imperial Realty, Inc. for 4632 West Diversey Avenue. A written lease agreement is negotiated. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this lease is stated below. This amendment is necessary amended to reflect a change in the payment of Maintenance and Real Estate Taxes.

Ratify a lease agreement currently being negotiated. The agreement is a Common Area Maintenance

Imperial Realty, as agent for beneficiaries of NBD Bank U/T #4612-HP Contact Person: Robert Klairmont, Vice-President

LANDLORD:

Ext. 16

Phone: (773) 736-4100

1111 West #4612 HP is: Larry Klairmont

Vendor # 735881 The sole beneficiary of

of Chicago

TENANT: Board of Education of the City of Chicago

of approximately 7,200 square feet.

PREMISES: 4632 W. Diversey, consisting of

ten classrooms for Schubert Elementary School with 68 children in the afternoon), and a resource room for Region 2.

USE: To house two State Pre-Kindergarten attendance (34 in the morning and 34 in the afternoon)

term shall be 22 months commencing on September 1, 2001 and ending

TERM: The term of this lease agreement shall be 22 months commencing on September 1, 2001 and ending

June 30, 2003

RENT: The annual base rent for the initial term of the lease shall be:

\$290,520 for 7,200 square feet @ \$40.35 per square foot for the first 12 months, payable monthly @ \$24,210. For the remaining 10 months, the rent shall be \$270,000 for 7,200 square feet @ \$37.50 per square foot, payable monthly @ \$22,500.

ADDITIONAL RENT: The Board shall pay an additional \$1,920 per month to cover estimated Real Estate Taxes and Common Area Maintenance (CAM). If Common Area Maintenance or Real Estate Taxes increase during the term, an adjustment shall be made at the end of each calendar year.

IMPROVEMENTS TO PREMISES AT BOARD COST: Landlord shall buildout the space, as delineated in the lease, at a cost of \$38,830, which includes the cost of the fire alarm. The Board shall pay the amortized cost of build-out over the 22 month lease period @ 9% interest, payable in monthly installments of \$1,765.

MAINTENANCE: The Board shall be responsible for the maintenance of the Premises.

INSURANCE/INDEMNIFICATION: The Board shall provide liability insurance and general liability coverage.

grant terms and conditions in the written lease agreement. Authorize the General Counsel to execute this lease agreement.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written lease agreement. Authorize the President and Secretary to execute the lease agreement. Authorize the General Counsel to execute all ancillary documents required to administer or effect the lease agreement.

AFFIRMATIVE ACTION: Exempt

LSC REVIEW: Local School Council approval is not applicable to this report.

FINANCIAL: The Board shall be responsible for the payment of the lease.

**GENERAL CONDITIONS:**

Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General – Each has the authority to conduct certain investigations and the Inspector General of the Chicago Board of Education has the access to all information and personnel necessary to conduct those investigations that the Inspector General shall have access to for the purpose of conducting investigations.

Notwithstanding any provision in any contract or agreement for the provision of services, the Inspector General shall have the right to conduct investigations during the one year period following expiration or other termination of their terms of office.