

11/26/2018

**108-R-18**

**A RESOLUTION**

**Authorizing the City Manager to Enter into a Nine Month Lease Agreement for Studio Space at the Noyes Cultural Arts Center with the Evanston Children's Choir**

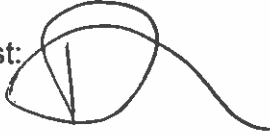
**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COUNTY OF COOK, STATE OF ILLINOIS:**

**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 of Evanston, a lease for nine cumulative months for studio space at the Noyes Cultural Arts Center by and between the City and the Evanston Children's Choir. The lease shall be for the following periods: January 1, 2019 through May 31, 2019; and September 1, 2019 through December 31, 2019. The lease shall be in substantial conformity with the lease marked as Exhibit A, attached hereto and incorporated herein by reference and the fee schedule marked as Exhibit B, attached hereto and incorporated herein by reference.

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

**SECTION 3:** Resolution 108-R-18 shall be in full force and effect from and after its passage and approval in the manner provided by law.

Attest:

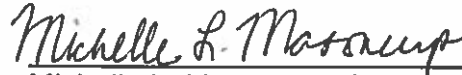


\_\_\_\_\_  
Devon Reid, City Clerk

Adopted: December 10, 2018

  
\_\_\_\_\_  
Stephen H. Hagerty, Mayor

Approved as to form:

  
\_\_\_\_\_  
Michelle L. Masoncup, Corporation  
Counsel

**EXHIBIT A**  
**LEASE AGREEMENT**

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**D. PROPERTY FEES SCHEDULE:** Attached as **Exhibit B** is a schedule of fees for all tenants of the Property, if applicable, including Tenant ("**NCAC Property Fees**"). To the extent incurred by Tenant, the NCAC Property Fees specified on the fee schedule will be invoiced separately and shall be paid by the due date listed on the invoice. To the extent incurred by Tenants, the NCAC Property Fees are to be paid by Tenants regardless of the applicable rental rate specified in Section 3 [A]. Tenants acknowledges that they will reimburse the City for use of the Common Facilities (as specified on **Exhibit B**) after the standard business hours set by the City and the Association, which hours shall not be less than the following hours throughout the Term (including any Extended Term): 8:00 a.m. – 11:00 p.m. Monday – Friday; 8:30 a.m. – 11:00 p.m. on Saturday; and 10 a.m. – 6:00 p.m. on Sunday (the "**Business Hours**").

**E. SURCHARGE:**

1. Tenant acknowledges and agrees that all non-Evanston residents (individuals only) are assessed a 20% surcharge on rent. The 20% surcharge will not be applicable to non-Evanston resident Sub-lessees if the Lessee (individuals only) is an Evanston resident. The 20% surcharge is applicable to a non-Evanston resident Sub-lessee only if and when the Sub-lessee assumes the remainder of the entire lease or a co-lease, or upon termination by Lessee or the Lessor. In order for an Organization to be exempt from incurring a 20% surcharge, its principal place of business must be in Evanston. Organizations must attach Articles of Incorporation to this Lease.

2. Monthly rental charges assessed to Sub-lessees will not be in excess of one-half the rent charged to Lessee by the Lessor. A written sublease agreement between the Lessee and Sub-lessee must be given to the Lessor covering the lease terms prior to Sub-lessee's use of space. The sublease agreement must include the payment schedule and the dollar amount paid by Sub-lessee to Lessee. Community service obligations assessed to Sub-lessee are in addition to the full obligation assessed to Lessee. Therefore, the Community Engagement obligations assessed to Lessee will not decrease as a result of a sublease.

**SECTION 4. COMMON FACILITIES**

**A. MAINTENANCE BY LANDLORD:** Tenants acknowledge that they have leased the Premises for many years and receive the Premises, Common Facilities and remainder of the Property in as-is condition, and acknowledge that the Landlord has made no representations to the condition or has made any repairs to same. The Landlord or Landlord's staff or other representatives have made no representations or assurances that it will alter or remodel the Premises or Property. Landlord shall, when necessary, as determined by Landlord, in its reasonable discretion or when required by applicable laws, perform, repair and maintain all of the following:

1. Exterior maintenance, including the foundation, exterior walls, slab, common area doors and roof;

2. A refuse container to be shared by all tenants in the Property to be located at the Property in reasonable proximity to the Premises. Landlord will contract, to have trash hauled from such container with reasonable frequency;

Recreation and Community Services, or his/her designee, by the next City of Evanston business day, after discovery of such damage by Tenants.

5. Repairs by Tenants must have prior written approval by the Director of Parks, Recreation and Community Services, or his or her designee, and must occur within thirty (30) days of such approval unless the Director of Parks, Recreation and Community Services, or his or her designee, gives a prior written request or grants approval for an extension beyond the thirty (30) days (or unless such repairs cannot reasonably be completed within thirty (30) days, in which case, Tenant shall have such additional time as is reasonably required). If Tenants fail to make the necessary repairs by the date determined by the Lessor, the Landlord has the option to make the necessary repairs and Tenants agree to promptly pay for those repairs upon presentation of an invoice by the Landlord to the Tenant. Tenants are required upon lease termination to leave space in good repair and condition. Maintenance and repair issues which constitute a life and safety hazard must be corrected within twenty-four (24) hours after discovery by Tenants, provided that the issue can be fixed within that time frame. If the issue cannot be fixed within twenty-four (24) hours after discovery by Tenants, the Tenants must provide a schedule for repair within one (1) business day after discovery by Tenants to the Director of Parks, Recreation and Community Services for approval, which cannot be unreasonably withheld.

## **SECTION 5. USE OF PREMISES**

**A. PURPOSES:** Tenants will use the Premises to operate a «Tenant\_Specific\_Use\_of\_Premises», and other related business and uses incidental thereto, and no part of the Premises will be used for any other purpose without the prior written consent of Landlord (the "Permitted Use"). If Tenants endeavors to apply for a liquor license for the Premises, the Landlord gives its written consent for said application to be submitted and reviewed by the City in conformance with the City Code procedures, as amended. The City agrees to cause such license to be granted if Tenants meets applicable requirements.

### **B. HOURS OF OPERATION AND LANDLORD ACCESS:**

1. Tenant's use of the Premises shall only be for the permitted use. Tenants shall have the right to conduct their business in the Premises during the Business Hours (as defined in Section 3[E]) of the Property. In addition, Tenants' staff, agents, employees and contractors may access the Premises twenty-four hours a day, seven days a week, but shall not have access to the interior Common Facilities after the Business Hours (as defined in Section 3[C]) of the Property. The Property will be closed on holidays/days as observed by the City of Evanston (but Tenants will still have access to the Premises).

2. The Landlord shall have the right to retain a set of keys to the Premises, and Tenants shall not change any locks for the Premises to any other lock, other than a lock consistent with the Landlord's master lock for the Property. The Tenants shall permit the Landlord to erect, use and maintain pipes, ducts, wiring and conduits in and through the Premises concealed to the greatest extent possible, above ceiling, under floor or in walls that don't reduce the square footage of the Premises and don't materially affect Tenants' use of the Premises. The Landlord shall have the right to enter upon the Premises with 24 hours prior written notice or without notice in case of an emergency, to control heat, electricity and air conditioning, to inspect the same, and to make such

without the written consent of the Landlord, provided that Tenants can maintain customary cleaning products in the Premises.

**E. USE IMPAIRING STRUCTURAL STRENGTH:** The Tenants will not permit the Premises to be used in any manner that will impair the structural strength of 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.

**F. GARBAGE DISPOSAL:** The Tenants will not incinerate any garbage or debris in or about the Premises, and will cause all containers, rubbish, garbage and debris stored in the Premises to be placed in the refuse container supplied by Landlord for the Property before accumulation of any substantial quantity.

**G. PUBLIC REGULATIONS:** In the conduct of its business on the Premises, Tenants will observe and comply with all laws, ordinances and regulations of public authorities. Tenants acknowledge that the Property is owned by the City of Evanston and therefore no smoking will be permitted at the Property.

**H. OTHER MISUSE:** Tenants will not permit any unlawful or immoral practice with or without his knowledge or consent, to be committed or carried on in the Premises by Tenants or any other person. Tenant will not use or allow the use of the Premises for any purpose whatsoever that will injure the reputation of the Premises or of the building of which they are a part.

**I. PARKING REGULATIONS:** The NCAC has a total of fifty (50) parking spaces, consisting of thirty-five (35) permit spaces (including four [4] marked for compact cars) and twelve (12) metered spaces and three (3) handicapped spaces in the Property parking lot, which is Lot #51 and is immediately adjacent to the Premises (the "Property Parking Lot"). The Landlord acknowledges that it will not decrease the total number of parking spaces in the Property Parking Lot during the Lease Term, but Landlord reserves the right to reconfigure the parking lot and/or increase the parking spaces. For the permit parking spaces, annual parking permit fees shall be in accordance with the schedule previously referenced as Exhibit B and be billed separately. Parking permit fees are not prorated and will change over the Term of the Lease at the discretion of the Landlord. All annual parking permits issued will be billed on a monthly basis and are not returnable with the exception of permits which are transferred. There will be a \$25.00 transfer fee assessed for all annual permits which are to be reissued unless: 1) the old permit or remnants of the old permit is returned displaying the lot number and the permit number minimally; or 2) proof that the vehicle was sold by producing a bill of sale.

Monthly and annual parking permits for the Property Parking Lot are authorized only for Leaseholders, Sub-Tenants, staff and/or students attending classes at Noyes on a regular basis and Landlord will not permit businesses (or other invitees) outside of the NCAC to get permits for the Property Parking Lot. Use of permits is on a first-come, first serve basis for spaces available in the Property Parking Lot. Parking permits are not to be transferred to vehicles other than the vehicle for which the permit was issued unless prior written approval by the Director of Parks, Recreation and Community Services is obtained. Parking Permit privileges will be considered by the Director of Parks, Recreation and Community Services or designee for other regular NCAC users on a case-by-case basis. All Authorization Forms must be signed by Tenants or their authorized designee(s), and by an NCAC staff member before parking permits can be purchased. Temporary one-day parking permits are available for individuals attending special functions at the NCAC, and for visitors and others using the NCAC, who are pre-

**B. RIGHT TO TERMINATE ON DESTRUCTION OF TWO-THIRDS OF PREMISES:** Either Party will have the right to terminate this Agreement if, the Premises is damaged by a casualty to an extent exceeding two-thirds of the reconstruction cost of the Premises as a whole. If such damage occurs, this termination will be affected by written notice to the other Party, delivered within 90 days of the damage.

**C. REPAIRS BY LANDLORD:** If the Premises are damaged by a casualty before or after the start of the Agreement, then Landlord will immediately, on receipt of insurance proceeds paid in connection with casualty damage, but no later than sixty days after damage has occurred, proceed to repair the Property. Repairs will include any improvements made by Landlord or by Tenants with Landlord's consent, on the same plan and design as existed immediately before the damage occurred, subject to those delays reasonably attributable to governmental restrictions or failure to obtain materials, labor or other causes, whether similar or dissimilar, beyond the control of Landlord. Materials used in repair will be as nearly like original materials as reasonably procured in regular channels of supply. Wherever cause beyond the power of the party affected causes delay, the period of delay will be added to the period in this lease for completion of the work, reconstruction or replacement.

**D. REDUCTION OF RENT DURING REPAIRS:** If a portion of the Premises is unusable for the purpose contemplated hereunder for a period of greater than 5 days, the fixed minimum monthly rental will be equitably reduced in the proportion that the unusable part of the Premises bears to the whole. The determination of the unusable space shall be reasonably determined by the Landlord based on square footage. No rent will be payable while the Premises is wholly unoccupied pending the repair of casualty damage.

**E. FIRE AND CASUALTY.** If the Premises are entirely destroyed by fire or another act of God, and Landlord elects to not rebuild the Premises, then this Agreement shall be terminated effective as of the date of the casualty.

## **SECTION 9. REPAIRS AND MAINTENANCE**

Except to the extent any of the following is Landlord's obligation pursuant to Section 4[A], Tenants shall keep the interior, non-structural portions of the Premises in a clean condition, and in good repair, all according to the statutes and ordinances in such cases made and provided, and the directions of public officers thereunto duly authorized, all at Tenants' own expense, and shall yield the same back to Landlord, upon the termination of this Agreement, whether such termination shall occur by expiration of the term, or in any other manner whatsoever, in the same condition of cleanliness and repair as at the date of the execution hereof, loss by fire and reasonable wear and tear excepted. Except to the extent any of the following is Landlord's obligation pursuant to Section 4[A], Tenant shall make all necessary repairs and renewals upon Premises and replace broken fixtures with material of the same size and quality as that broken. If, however, the Premises shall not thus be kept in good repair and in a clean condition by Tenants, as aforesaid, Landlord may enter the same, or by Landlord's agents, servants or employees, without such entering causing or constituting a termination of this Agreement or an interference with the possession of the Premises by Tenants, and Landlord may replace the same in the same condition of repair and cleanliness as existed at the date of execution hereof, and Tenants agree to pay Landlord, in addition to the rent hereby reserved, the expenses of Landlord in thus replacing the Premises in that condition. Tenants shall not cause or permit any waste, misuse or neglect of the water, or of the water, gas or electric fixtures.



be endorsed on its property insurance, and any extended coverage policy or policies, the waiver of right of subrogation. Landlord hereby agrees to waive any claims against Tenant and its agents and employees to the extent the same could be covered by a Special Form Policy, regardless if the same is maintained by the City.

**F. TENANTS' WAIVER OF CASUALTY INSURANCE PROCEEDS:** If the Premises are damaged by fire or other casualty insured against, Tenants agree 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.

**G. 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.

**H. TENANTS' FAILURE TO INSURE:** Should Tenants fail to keep in effect and pay for insurance as required by this section, the Landlord may terminate this Lease immediately.

### **SECTION 13. SUBLETTING; ASSIGNMENT**

The Tenants shall be allowed to sublet a portion of the Premises to another entity or individual(s) ("Sub-Tenant") for a period of eighty nine (89) days or less in conformance with the original use stated in Section 5[A] and Tenants do not need the Lessor's consent. If the Tenants seek to sublet a portion of the Premises to a Sub-Tenant for a period of time ninety (90) days or more, then the Tenants must have the written consent of the Landlord and such consent shall not be unreasonably withheld. For all subleases, the Tenants shall obtain a certificate of insurance from the Sub-Tenant prior to commencement of the sublease, naming the City of Evanston as an additional insured for the period of occupancy. If Tenant, or any one or more of the Tenants, if there be more than one, shall make an assignment for the benefit of creditors, or shall file for bankruptcy protection, Landlord may terminate this Agreement, and in such event Tenant shall at once pay Landlord a sum of money equal to the entire amount of rent reserved by this Agreement for the then unexpired portion of the term hereby created less the reasonable rental value (as defined in Section 17[G] below) of the Premises as liquidated damages. At Landlord's option, should Landlord consent to any assignment or sublease of the demised Premises, Tenant shall nevertheless remain liable for all terms and conditions of this Agreement until the expiration of the Agreement term stated above.

### **SECTION 14. SURRENDER OF PREMISES; HOLDING OVER**

Tenants will, at the termination of this Lease, leave the Premises in as good condition as they are in at the time of entry by Tenants, except for reasonable use and wear, acts of God, or damage by casualty beyond the control of Tenants. On vacating, Tenants will leave the Premises clear of all rubbish and debris. If Tenants retain 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 Tenants that

examining or exhibiting the same, or to make any repairs or alterations thereof which Landlord may see fit to make (provided that Landlord cannot make voluntary alterations or modifications to the Premises without Tenant's consent). If the Tenants do not exercise the Option to renew the Lease and/or will be vacating the Premises at or prior to the end of the Term, Tenants will also allow Landlord to have placed upon the Premises at all times notices of "For Sale" and/or "For Rent" and Tenants will not interfere with the same.

## **SECTION 17. DEFAULT AND REMEDIES**

**A. EVENT OF DEFAULT:** Any one of the following events shall be deemed to be an event of default hereunder by Tenants subject to Tenants' right to cure:

1. Tenants shall fail to pay any item of Base Rent at the time and place when and where due and does not cure such failure within five (5) business days after Rent is due;

2. Tenants shall fail to maintain the insurance coverage as set forth herein;

3. Tenants shall fail to comply with any term, provision, condition or covenant of this Lease, other than the payment of rent, and shall not cure, any such failure, within fifteen (15) days after written notice to the Tenants of such failure;

4. Tenants 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; or

**B. OCCURRENCE OF AN EVENT:** Upon the occurrence of any event of default, 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 the Tenants' right to cure:

1. Terminate this Lease, in which event Tenants shall immediately surrender the Premises to Landlord, but if Tenants fail 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 Tenants' right of possession, as aforesaid, whether this Agreement be terminated or not, Tenants agree 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 Tenants 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 Tenants 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 Tenants. Tenants agree 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.

## **SECTION 18. TENANT OBLIGATIONS TO COMMUNITY AND ASSOCIATION**

**A. NOYES CENTER TENANT'S ASSOCIATION:** The Tenants acknowledge and agree that it has the right to be a member of the Noyes Center Tenant's Association (the "Association") formed by the tenants of the Property. The Association will provide advisory guidance and opinions to City staff on many issues, including, tenant responsibilities and duties with respect to the Property and its Common Area. The Association is structured to focus on certain tasks and advise the City on issues such as the following examples: (a) Provide answers to general questions about offerings by Noyes tenants and directions to studios; (b) Review requirements for community engagement of tenants as needed and make recommendations to the City for any additions or changes; (c) Review any subleases of tenants of ninety (90) days duration or more; (d) Review proposed annual operating budget for Center and proposed rental increases; (e) Review annual and five year capital improvement program for Center and make recommendations to City on spending priorities; and (f) Together with the Evanston Arts Council, review applications of new tenants at Noyes and make recommendations to City on spending priorities.

**B. COMMUNITY ENGAGEMENT:** Tenants will develop reasonable set programs (e.g. donated tickets for certain events, community theater events [including use of theater or other portions of the Premises by other not-for-profit organizations, and scholarships) to be a steward for the arts in the community. By April 1, 2019, the Tenants will have an action plan developed to address its community engagement program and review its proposed program in consultation with the City Manager and the NCAC Association. If Tenants do not provide an action plan within the time period provided or provide the community engagement programs established between the parties, the Landlord shall send written notice of default, providing Tenants with fourteen (14) days to cure the default. The annual value of the Community Engagement provided by Tenants shall be not less than \$«Minimum\_Community\_Engagement\_Amount» for the period between January 1, 2019 through December 31, 2019 ("Minimum Community Engagement"). For purposes of calculating the Minimum Community Engagement annual value, each hour of service, inclusive of preparation time, is valued at forty dollars (\$40.00) per hour. Additionally, the Minimum Community Engagement annual value may include the fair market value of goods and/or supplies provided in furtherance of the Tenant's community engagement obligation. Any overage provided by Tenants above the Minimum Community Engagement level for either of the prior two (2) years can be applied as a credit to any deficiency for the current calendar year. If Tenants do not provide the Community Engagement by December 31, 2019 as required and does not cure the default within 15 days of written notice, then Tenants shall pay Landlord a fee equal to 15% of the twelve month's rent outlined Section 3[A] (\$«Insert\_15\_of\_12\_months\_rent») less the value of the Community Engagement provided during the calendar year.

## **SECTION 19. REMOVAL OF OTHER LIENS**

In event any lien upon Landlord's title results from any act or neglect of Tenants and Tenants fail 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 Tenants shall pay Landlord upon request the amount paid out by Landlord in such behalf, including Landlord's costs, expenses and attorney's fees. If Tenants demonstrate to Landlord that Tenants are contesting the validity of said lien in good faith, then Landlord shall allow Tenants to so contest such lien until either Tenant either abandons such contest or a final verdict is reached in a court of competent jurisdiction. Any

monthly rental will be adjusted in proportion to the repaired area, and Tenants will be required to pay the adjusted fixed minimum monthly rental in accordance this Agreement (attributable to the portion of the Premises taken) and the remainder of the fixed minimum monthly rental shall be forever waived and forgiven by Landlord.

**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, except that Tenants can make a claim for the unamortized portion of the cost incurred by Tenants for the Premises Improvements.

### **SECTION 23. GOVERNMENTAL INTERFERENCE WITH POSSESSION**

Except as expressly set forth in Section 25, Tenants will not be released from its obligation should their possession of the Premises be interfered with by adoption of any law, ordinance, resolution, regulation or act of any legal or governmental authority. Further, Tenants will not be released by any order of abatement or judgment preventing use of the premises on the ground that the Premises or the business operated there constitutes a legally recognized nuisance.

### **SECTION 24. PEACEFUL ENJOYMENT**

Landlord covenants and warrants that it is the owner of the Property and Premises, and that Tenants, on payment of rents and performance of the conditions, covenants, and agreements to be performed by it, may enjoy the Premises without interruption or disturbance. Landlord covenants, represents and warrants that there is no mortgage, deed of trust or similar encumbrance affecting the Property, as of the date hereof.

### **SECTION 25. EFFECT OF WAIVER OF BREACH OF COVENANTS**

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.

### **SECTION 26. AMENDMENTS TO BE IN WRITING**

This Agreement may be modified or amended only in writing signed by Landlord and Tenants. It may not be amended or modified by oral agreements between the Parties unless they are in writing duly executed by Landlord and Tenants.

### **SECTION 27. PARTIES BOUND**

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.

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.

H. This Agreement may be executed in multiple copies, each of which shall constitute an original.

### **SECTION 30. VENUE AND JURISDICTION**

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

### **SECTION 31. FORCE MAJEURE**

Other than for Landlord's and Tenants 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 Property, (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 31, 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.

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

**PARCEL 1:**

BLOCK 1 IN TAIT'S SUBDIVISION OF BLOCK 4 OF ORRINGTON ADDITION TO EVANSTON, A SUBDIVISION OF THAT PART EAST OF THE CENTER LINE OF RIDGE AVENUE OF THE SOUTH ½ OF THE NORTH ½ OF THE SOUTH WEST ¼, AND THAT PART BETWEEN THE WEST LINE OF BLOCK 92 OF THE VILLAGE OF EVANSTON AND THE CHICAGO, EVANSTON AND LAKE SUPERIOR RAILROAD OF THE NORTH ½ OF THE NORTH ½ OF THE SOUTH ½ OF THE SOUTH WEST ¼ OF SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

**PARCEL 2:**

LOTS 12 TO 21, BOTH INCLUSIVE, IN BLOCK 2 IN TAIT'S SUBDIVISION OF BLOCK 4 OF ORRINGTON ADDITION TO EVANSTON, ACCORDING TO THE PLAT OF SAID TAIT'S SUBDIVISION RECORDED MARCH 8, 1906, AS DOCUMENT NUMBER 3829417, TOGETHER WITH THE VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID LOT 12 IN BLOCK 2 IN TAIT'S SUBDIVISION, AFORESAID, ALL IN THE SOUTH WEST ¼ OF SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

**PARCEL 3:**

LOTS 1, 2, 3 AND 4 IN BLOCK 1 IN A. BURROUGHS' ADDITION TO EVANSTON, A SUBDIVISION OF THAT PART OF LOT 15 AND THE EAST 145.5 FEET OF LOT 16 LYING WEST OF THE CHICAGO, EVANSTON AND LAKE SUPERIOR RAILROAD IN ASSESSOR'S DIVISION OF FRACTIONAL SECTION 07, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE VACATED ALLEY LYING SOUTH OF LOT 1 AND NORTH OF THE LOTS 2, 3 AND 4 IN SAID BLOCK 1, ALL IN THE SOUTH WEST ¼ OF SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

**PARCEL 4:**

LOTS 1, 2, 3, 4 AND THE EAST 19 FEET OF LOT 5 IN BLOCK 2 IN A BURROUGHS' ADDITION TO EVANSTON, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED APRIL 15, 1893, AS DOCUMENT NUMBER 1850049; TOGETHER WITH THE VACATED 16 FOOT ALLEY LYING EAST OF THE EAST LINE OF LOT 5 AND WEST OF THE WEST LINE OF SAID LOTS 1, 2, 3 AND 4 IN SAID BLOCK 2, ALSO TOGETHER WITH THE VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID LOT 4 IN BLOCK 2, AFORESAID, ALL IN THE SOUTH WEST ¼ OF SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

**PARCEL 5:**

THAT PART OF LOT 16 IN ASSESSOR'S DIVISION OF FRACTIONAL SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

**EXHIBIT B**

**NOYES CULTURAL ARTS CENTER PROPERTY FEES SCHEDULE**