

INTERGOVERNMENTAL AGREEMENT
TO CONVEY LAND AND FOR USE OF FACILITIES
(MURRAY LANGUAGE ACADEMY AND NICHOLS PARK)

This **INTERGOVERNMENTAL AGREEMENT TO CONVEY LAND AND FOR USE OF FACILITIES (MURRAY LANGUAGE ACADEMY AND NICHOLS PARK)**(the "Agreement"), dated as of this 3rd day of FEBRUARY 2003 (the "Effective Date") is entered into by and between the Board of Education of the City of Chicago (the "Board"), a body politic and corporate, having its principal offices at 125 South Clark, Chicago Illinois 60603, and the Chicago Park District (the "District"), a municipal corporation, having its principal offices at 541 Fairbanks, Chicago Illinois 60611.

RECITALS:

- A. The District owns the land and improvements located at 1300 East 55th Street and commonly referred to as Nichols Park (the "Park") and the Board controls the land and improvements located at 5335 South Kenwood Avenue and commonly referred to as Murray Language Academy (the "School"), which title to said land is held in the name of the Public Building Commission of Chicago (the "PBC").
- B. The Board requires approximately 9,797 square feet or 0.2249 acres, more or less, of the Park (the "Designated Board Property") to be conveyed to the PBC, on behalf of the Board by the District for construction of an addition to the School (the "Project"). The Designated Board Property is more fully described on Exhibit A attached hereto and incorporated herein.
- C. The District requires approximately 9,797 square feet or 0.2249 acres, more or less, of land at or near the southernmost portion of vacated South Kenwood Avenue between East 53rd and East 54th Street (the "Designated District Property"), to be conveyed by the Board to the District for reconfiguration of the Park and replacement of Park land required by the Board for the Project. The Designated District Property is more fully described on Exhibit B attached hereto and incorporated herein.
- D. Upon completion of the Project, the School will be improved with, among other things, a gymnasium, men's and women's locker rooms and toilets, a conference room, two (2) recreational rooms, five (5) storage rooms, a pantry, a janitor's room, an emergency exit, a separate entrance dedicated for the District's use, and one (1) office (the "Improvements").
- E. The District has agreed to fund a portion of the construction costs of the Improvements, and in consideration thereof, will receive exclusive use of certain of the Improvements, as further described herein, and shared use of other Improvements, as further described herein.

- F. The District and the Board have agreed to cooperate regarding the use, management, operation and programming of the Improvements as further described herein.
- G. By ordinance adopted unanimously on August 14, 2002, the Board of Commissioners of the District approved the mutual exchange and acceptance of the Designated Board Property and the Designated District Property in accordance with the Local Government Property Transfer Act, 50 ILCS 605/0.01, *et seq.*
- H. By resolution, adopted in Board Report No.02-1023-op01, dated October 23, 2002, the Board approved the mutual exchange and acceptance of the Designated Board Property and the Designated District Property in accordance with the Local Government Property Transfer Act, 50 ILCS 605/0.01, *et seq.*
- I. The parties have determined that it is in their best interest to enter into this Agreement pursuant to the Intergovernmental Cooperation Act of the State of Illinois, 5 ILCS 220/1 *et seq.*, in order to set forth their objectives and respective duties and responsibilities and to describe the procedures and guidelines to be followed herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

SECTION I INCORPORATION OF RECITALS AND EXHIBITS

The recitations set forth above and the exhibits attached hereto constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

SECTION II TERM

This Agreement shall commence on the Effective Date first written above and shall terminate fifty (50) years from the date a certificate of occupancy is issued for the Improvements (“Term”). The parties will confirm, in writing, the termination date of this Agreement immediately after the certificate of occupancy is issued for the Improvements. Provided the District is not in default, this Agreement shall be extended automatically for two (2) successive ten (10) year periods (“Renewal Term(s)”) unless the District notifies the Board of its intention not to renew at least one hundred twenty (120) days prior to the commencement of the succeeding Renewal Term.

SECTION III USE OF THE IMPROVEMENTS

3.1 **Grant of License.** Upon completion of the Project, and for the Term and any Renewal Term, the District shall have exclusive use of the following Improvements: (i) Separate entrance fronting South Kenwood Avenue as extended between East 53rd and East 54th Streets; (ii) Two (2) recreational rooms; (iii) One (1) office; (iv) One (1) conference room; (v) Five (5) storage rooms; (vi) A pantry; and (vii) A women's and men's locker rooms with toilets (the "District's Exclusive Facilities"). The District's Exclusive Facilities are more fully identified on the floor plan designated as Exhibit C attached hereto. The Board hereby grants the District the license for the exclusive use and occupancy of the District's Exclusive Facilities for the Term or any Renewal Term. The Board may only revoke this License in the event the District fails, after prior notice thereof, to occupy and use the District's Exclusive Facilities for a period in excess of ninety (90) days, and, in such event, the license shall automatically terminate. The District and its participants shall not enter upon any of the other School facilities other than the Exclusive Facilities and the Shared Facilities (identified in Section 3.3 below) unless granted express permission by the School's principal.

3.2 **Rights Reserved to the District.** The District reserves the right to make every determination with regard to the use of the District's Exclusive Facilities in the best interests of the District. The District has the right to delegate any of its functions under this Agreement to private firms that assume the obligations of the District under this Agreement upon notice thereof to the Board. The District reserves the right to market and sell snack foods and beverages through vending machines controlled or operated by the District within the District's Exclusive Facilities.

3.3 **Usage of Shared Facilities.** Upon completion of the Project, the District and the Board shall share the usage of the following Improvements: (i) Gymnasium; (ii) One (1) janitor's room; (iii) One (1) emergency exit/link; (iv) Vestibule; and (v) Corridor (the "Shared Facilities"). The Shared Facilities are more fully identified on Exhibit C attached hereto. By the start of each school year, but no later than September 1 of each year of this Agreement, the Principal of the School and the Supervisor of the Park shall meet and determine a mutual usage schedule for the upcoming school year, including the summer months, for the Shared Facilities (the "Annual Usage Schedule"). The Annual Usage Schedule shall also address the Board's usage of the District's Exclusive Facilities, if any, and the Board's usage, if any, of the athletic fields. Each party agrees to use its best efforts to arrive at an Annual Usage Schedule that meets the needs of the School and the Park. In the event the parties cannot agree on an Annual Usage Schedule, the Board's Chief Operating Officer and the District's General Superintendent shall determine the Annual Usage Schedule. Upon reaching final agreement with the Principal of the School and the Supervisor of the Park for the Annual Usage Schedule, the District shall use its best efforts to post the Annual Usage Schedule on the Park bulletin no later than ten (10) days from the date of reaching final agreement.

3.4 **Board's Use of the Park.** The Board shall have the right to use the athletic fields at the Park only in accordance with the Annual Usage Schedule.

3.5 The Program. The Annual Usage Schedule shall provide for the: (i.) Cooperative use, management, operation and programming of the Shared Facilities; (ii.) The Board's use, if any, of the District's Exclusive Facilities at the Park or School, including, but not limited to, the scheduling of all activities; and (iii.) Supervision of all activities of the District at the School or the activities of the School on the athletic fields at the Park (collectively the "Program"). The Program will operate each year of this Agreement, beginning with each school year. At no time shall the activities of either party or user interfere with the activities of the other party or user during the Term or any Renewal Term. The parties agree to notify each other upon not less than thirty (30) days advance, written notice and obtain the consent of the other party in the event of any disruptions or anticipated conflicts with the Program. For disruptions or anticipated conflicts in the Program due to scheduled major repairs or capital improvements to the Improvements, the Board shall give the District no less than one hundred twenty (120) days notice thereof and the parties shall in such time agree to reasonable accommodations to the District for any actual physical or temporal disruption of the District's Program. In the event the District plans any major reconfiguration or relocation of any of the athletic fields at the Park, the District shall give the Board not less than one hundred twenty (120) days notice thereof and the parties shall in such time agree to reasonable accommodations to the Board for any actual physical or temporal disruption of the Board's use of the athletic fields at the Park. The District shall use its best efforts to post on the Park bulletin board, not more than forty-five (45) days after receipt, any notices between the District and the Board concerning disruptions or anticipated conflicts with the Program.

3.6 Legal Holidays. The parties agree that the Improvements may be open and available for use on legal holidays in accordance with the terms of the Annual Usage Schedule.

3.7 Utilities. The Board shall provide the following utilities for the Improvements: hot water, electric, and gas. The District shall reimburse the Board on a prorata basis for the District's share of the utilities. The District, at its own expense, shall procure available telephone service within the District's Exclusive Facilities.

3.8 Responsibility and Supervision of Programs. Board programs at the School or the Park shall be administered and supervised by Board employees who shall be present and responsible for the activities while any Board program is in actual operation. District programs at the School or the Park shall be administered and supervised by District employees (supervisors and instructors) who shall be present and responsible for the activities while any District program is in actual operation. The District shall not have any responsibility for transporting field equipment used in Board programs or events.

3.9 Personal Property. During the Term or any Renewal Term, neither party shall use the personal property of the other party without prior written consent. At the time of determining each Annual Usage Schedule, the parties shall also exchange a list of items of personal property that the other party may use in connection with its programs and consent shall be deemed given once such annual Usage Schedule is finalized.

3.10 **Janitorial Services, Maintenance and Repairs.** During the Term or any Renewal Term, the District agrees to provide routine janitorial services, maintenance, and non-structural repairs, at its own risk and expense, to the Exclusive Facilities. The District shall also, at its own risk and expense, provide landscape maintenance to the exterior of the Improvements. The Board shall provide any and all structural repairs to the Improvements (including the Exclusive Facilities) and shall also provide all routine janitorial services, maintenance and non-structural repairs, at its own expense, to the Shared Facilities. In the event the Board incurs additional janitorial and maintenance expense resulting from the District's use of the Shared Facilities, the Board's Chief Operating Officer and the District's General Superintendent will meet to establish an annual budget for such additional costs. Upon presentation of an invoice for such additional janitorial service, maintenance or repair, as agreed to by the parties, the District shall reimburse the Board up to an amount not to exceed the budget. The District, at its own cost, agrees to provide supplies such as toilet paper and paper towels used in connection with the District's use of the Exclusive Facilities and Shared Facilities. The District, at its own cost, shall provide a dumpster for removal of trash and other debris generated by the District's use of the Improvements.

3.11 **Security.** During the term of this Agreement, the District shall provide security as customary for the Park with the assistance of City of Chicago Police. The District shall provide such security measures, as it deems necessary to properly manage and supervise the Park and the Board's facilities during the hours of operation of the Program. The Board shall have no obligation or duty to provide any security for the District during the hours of operation of the Program.

SECTION IV LAND TRANSFER CONDITIONS

4.1 Land Transfer Conditions.

4.1.1 **Designated Board Property.** Subject to the terms and conditions of this Agreement, the District shall transfer and convey to PBC, on behalf of the Board, and the PBC, on behalf of the Board, shall accept from the District all of the District's title and interest in the Designated Board Property, together with all rights, privileges easements, hereditaments, and appurtenances thereto, and all right, title and interest of any streets, alleys, passages and other rights of ways included therein or adjacent thereto (before or after the vacation thereof).

4.1.2 **Designated District Property.** Subject to the terms and conditions of this Agreement, the PBC, on behalf of the Board, shall transfer and convey to the District, and the District shall accept from the PBC all of the PBC's title and interest in the Designated District Property, together with all rights, privileges, easements, hereditaments, and appurtenances thereto, and all right, title and interest of any streets, alleys, passages and other rights of ways included therein or adjacent thereto (before or after the vacation thereof).

4.1.3 **Right of Access.** During the Term and any Renewal Term, the District hereby grants the Board a non-exclusive right of access ("Right of Access") over the Park, only for pedestrian ingress and egress to the School entrance. The location of the Right of Access shall be mutually agreed to between the parties' authorized representatives. The Board shall similarly grant to the District a Right of Access over the School property for pedestrian ingress and egress to District Storage Room 3 adjacent to the Improvements.

4.2 **Title.** On or before the Effective Date of this Agreement, the parties shall exchange a title commitment, in a nominal amount, prepared by a local title company ("Title Company") for a standard ALTA (1992) owners title policy of insurance covering the land to be conveyed hereunder. The title commitment shall reflect no title exceptions relating to the land to be conveyed other than those standard policy exclusions and those items specified on Exhibit D attached hereto ("Permitted Exceptions"). On the date of closing (the "Closing Date"), the parties shall deliver a later date or updated title commitment ("Later Date") for the Designated Board Property and the Designated District Property, dated as of the Closing Date, and showing no additional title exceptions ("Additional Exceptions") other than the Permitted Exceptions. If the Later Date reflects any Additional Exceptions, then the affected party may elect by notice to the other to: (a) terminate this Agreement, or (b) close and accept title to its respective property subject to the Permitted Exceptions and Additional Exceptions. Each party shall be responsible for the cost of its own title policy if such a policy is desired and the cost of its title commitment.

4.3 **Survey.** The Board shall deliver a survey covering the land (the "Property") to be transferred hereunder. The survey shall be prepared by a licensed Illinois land surveyor, certified to the Board, the City, the District and the Title Company as having been prepared in accordance with the Minimum Standard Detail Requirements for Land Title Surveys jointly adopted by the American Land Title Association (ALTA) and the American Congress of Surveying and Mapping. The survey shall contain a certification that no part of the Property is included in an area that has been designated by the Secretary of Housing and Urban Development as a flood plain or flood hazard area. If the survey reflects any encroachments, easements or other matters ("Survey Matters") that are not Permitted Exceptions, which, in the affected party's sole judgment, materially impair the value or utility of the Property or any part thereof, then the District or the Board may elect by notice to the other to: (a) terminate this Agreement, or (b) close and accept title to the Property subject to Survey Matters. The Board shall pay for the survey. The survey shall provide a metes and bounds description of the Designated District Property and the Designated Board Property, and each shall contain approximately 9,797 square feet of vacant land, more or less.

4.4 **Closing.** The closing of the Property shall occur on the Closing Date and shall take place at the Loop offices of the Title Company or such other place as the parties mutually agree.

4.5 **Possession And Expenses.**

4.5.1 **Possession.** Should the Board take possession of the Designated Board Property prior to closing, such possession shall be subject to the terms of any permit issued therefore by the District and any indemnities contained therein, which indemnities shall not be deemed merged with the delivery of the quitclaim deed.

4.5.2 **Expenses.** In closing this transaction, there will be no prorations at closing. Each party shall take all necessary actions to maintain as of the Closing Date any general real estate tax exemption for the Property to be conveyed hereunder. Each party shall bear its own closing costs and expenses.

4.6 **Form of Deed.** Each party shall convey their respective parcels of land by recordable quitclaim deed subject only to standard title policy exceptions and the Permitted Exceptions. Each deed will contain a reversionary provision that the Designated Board Property or the Designated District Property shall revert back to the respective owner should the Board or the District fail to use the land for park purposes or school purposes as required for the transfer.

4.7 **Condition of The Property.**

4.7.1 **Representations and Warranties.** The parties make no representations or warranties as to the condition or physical dimensions of any Property conveyed under this Agreement, and neither party has relied on any such representations or warranties in connection with its inspection of the Property. Each party accepts the Property on a "WHERE IS" and "AS IS" basis.

4.7.2 **Right of Entry.** Prior to the Closing Date, upon two (2) business day's prior notification, each party shall permit the other, or its authorized or designated representatives or agents to enter on the Property of the other, so long as any such entry does not unreasonably disturb the use of the Property by the other and is made during reasonable business hours and so long as such entry is accompanied by a representative, agent or employee of the other party, for the purpose of performing tests, environmental audits, engineering and marketing studies, surveys, and other inspections, studies and tests on the Property as the Board or the District may reasonably deem necessary. The Board and the District shall maintain and require any person or firm hired to perform such inspections and tests to maintain liability insurance in amounts and coverages reasonably acceptable to the other party hereto. The Property shall be free of any liens or encumbrances arising out of the work performed, materials supplied or obligations incurred by the other party hereto, and each party agrees to indemnify and hold harmless the other party hereto against any such liens. The Property shall be restored to the same condition as existed immediately before such entry if such entry resulted in any damage.

4.7.3 **Restoration of the Park.** Prior to the Closing Date, the Board shall restore and repair any damage to the affected areas of the Park to a condition that existed immediately prior to the exercise of the right of entry and any related activities on the Designated Board Property or surrounding the Park. Prior to the Closing Date, the Board will keep the Property and the Park free of any mechanics or material men liens for work or services performed at the Property. The Board agrees not to allow any such liens to be filed against the Park at any time, and further agrees to indemnify and hold harmless the District from and against any and all such claims.

4.7.4 **Construction Easement.** Subject to the terms and conditions of the construction permit issued by the Park District to the Board and its contractor(s), the District grants to the Board and its contractors a temporary construction easement over the Park for construction activities related to the Project. The location of the temporary construction easement and stipulations imposed on the construction permit shall be determined by the Board's contractor, in consultation and agreement with the authorized Park District representative for the Project. The Board shall apply to the District for the construction permit prior to entry on the Park or commencement of construction. The parties acknowledge and agree that the construction permit shall contain the restoration plan of the Board to replace landscaping and approximately twenty-two (22) trees removed for the Project.

SECTION V INDEMNITIES

5.1 **The Board.** The Board shall undertake the following:

5.1.1 The Board shall save and hold harmless the District, its officers, employees, agents, successors and assigns from and against any and all personal injuries (including death), property damages, losses, suits, costs, claims, damages, expenses, judgments, liabilities, or liens, arising directly or indirectly during the Term or any Renewal Term from the conduct or management of the Program, or from the parties' activities under this Agreement, or from any work performed at the School or Park caused by the Board, its officers, employees, or agents, unless the above mentioned injuries, damages or losses result from the willful acts or omissions of the District.

5.1.2 The Board shall save and hold harmless the District, its officers, employees, agents, successors and assigns from any liability under the Illinois Structural Work Act, Illinois Workers' Compensation Act, or Illinois Occupational Diseases Act, arising directly or indirectly during the Term or any Renewal Term from the conduct or management of the Program or from anything whatsoever done in or about the Park or School by the Board, its officers, employees, or agents, except that when Board employees or agents have been assigned to perform duties primarily for the benefit of the District, such persons will be considered District employees for the purpose of the Illinois Structural Work Act, Illinois Workers' Compensation Act and Illinois Occupational Diseases Act.

5.2 **The District.** The District shall undertake the following:

5.2.1 The District shall save and hold harmless the Board, its officers, employees, agents, successors and assigns from and against any and all personal injuries (including death), property damages, losses, suits, costs, claims, damages, expenses, judgments, liabilities, or liens, arising directly or indirectly during the Term or any Renewal Term from the conduct or management of the Program, or from the parties' activities under this Agreement, or from any work performed at the School or Park caused by the District, its officers, employees, or agents, unless the above mentioned injuries, damages or losses result from the willful acts or omissions of the Board.

5.2.2 The District shall save and hold harmless the Board, its officers, employees, agents, successors and assigns from any liability under the Illinois Structural Work Act, Illinois Workers' Compensation Act, or Illinois Occupational Diseases Act, arising directly or indirectly during the Term or any Renewal Term from the conduct or management of the Program or from anything whatsoever done in or about the Park or School by the District, its officers, employees, or agents, except that when District employees or agents have been assigned to perform duties primarily for the benefit of the Board, such persons will be considered Board employees for the purpose of the Illinois Structural Work Act, Illinois Workers' Compensation Act and Illinois Occupational Diseases Act.

SECTION VI FUNDING

As consideration for the Board's grant of license to the District for the District's Exclusive Facilities, and for the annual usage by the District of the Shared Facilities, the District shall contribute the sum of One Million Five Hundred Thousand Dollars (\$1,500,000.00) toward the construction of the Improvements. The District shall remit the Contribution in equal installments of Five Hundred Thousand Dollars (\$500,000.00) payable as follows: (i) upon execution of this Agreement; (ii) at 50% completion of the gymnasium, and (iii) upon issuance of the Certificate of Occupancy for the Improvements. The Board acknowledges and understands that the Project will be constructed in accordance with construction drawings, plans and specifications approved by the applicable City of Chicago agencies or departments having jurisdiction and in consultation with the District.

**SECTION VII
NOTICES**

7.1 **Notices to Parties.** Any notice, certificate or other communication provided under this Agreement shall be in writing and shall be mailed, postage prepaid by registered or certified mail with return receipt requested, or hand delivered and received, as follows:

If to the Board:

Chief Operating Officer
Board of Education of the City of Chicago
125 South Clark Street, 16th Floor
Chicago, IL 60603

Copy to:

Board of Education of the City of Chicago
125 South Clark Street, 7th Floor
Chicago, IL 60603
Attn: General Counsel

If to the District:

Chicago Park District
541 North Fairbanks
Chicago, IL 60611
Attn: General Superintendent

Copy to:

Chicago Park District
541 North Fairbanks
Chicago, IL 60611
Attn: General Counsel

Notices shall be deemed received by the parties three (3) days after mailing.

7.2 **Changes.** The parties, by notice given hereunder, may designate any further or different addressee or addresses to which subsequent notices, certificates or other communications shall be sent.

**SECTION VIII
MISCELLANEOUS PROVISIONS**

8.1 **Entire Agreement; Amendment.** Except as otherwise provided herein, this Agreement contains the entire agreement of the parties with respect to the subject matter herein and supersedes all prior oral agreements, negotiations and discussions with respect thereto, and shall not be modified, amended or changed in any manner whatsoever except by mutual consent of the parties as reflected by written instrument executed by the parties hereto. The District shall post on the Park bulletin board any amendment or other modification of this Agreement no less than sixty (60) days prior to the proposed date of implementation of any such amendment or other modification.

8.2 **Conflict of Interest.** No member of the Board of Commissioners of the District nor any Board member, official or employee of the Board or the District shall have any financial or ownership interest, direct or indirect, in this Agreement; nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested. No representative of the Board or the District shall be personally liable for the performance of the Board or the District pursuant to the terms and conditions of this Agreement.

8.3 **Mutual Assistance.** The parties agree to execute and deliver all documents, instruments and certificates, as may be necessary or appropriate to perform their obligations consistent with the terms and provisions of this Agreement.

8.4 **Disclaimer.** No provision of this Agreement, nor any act of any representative of the Board or the District shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the Board or the District.

8.5 **Headings.** The headings of the various sections and subsections of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

8.6 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

8.7 **Successors and Assigns.** The terms of this Agreement shall be binding upon the Board and the District. None of the rights, duties or obligations under this Agreement may be assigned without the express written consent of the parties.

8.8 **Severability.** If any provision of this Agreement, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstance, is held invalid, the remainder of this Agreement shall be construed as if such invalid part were not included herein and the

remainder of the terms of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8.9 **No Warranty.** The District hereby makes and has made no representations, statements, warranties or agreements to the Board in or in connection with this Agreement or the Property or Improvements. The Board hereby makes and has made no representations, statements, warranties or agreements to the District in or in connection with this Agreement or the Property or Improvements.

8.10 **Force Majeure.** When a period of time is herein prescribed or a date is specified for action to be undertaken by either party, that party shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time and such date shall be extended by, any delay due to strikes, riots, acts of God, shortages of labor or material, war, governmental laws, regulations or restrictions of any other cause of any kind whatsoever which is beyond the reasonable control of that party. Subject to the preceding sentence, time is of the essence of every part of this Agreement.

8.11 **Inspections/Damage.** Representatives of the School and the Park shall jointly inspect each other's property prior to each day's use. If major damage results from the use by the District of the Board's property, the cost of repair of such major damage shall be borne by the District, and shall be paid within thirty (30) days of invoice. If major damage results from the use by the Board of the District's property, the cost of such major damage shall be borne by the Board, and shall be paid within thirty (30) days of invoice. In the event of rain or severe weather, the Board shall consult with District prior to the use of any athletic field and shall abide by the District's decision as to whether an athletic field may be used. For purposes of this paragraph, the term "major damage" means damage of any kind beyond ordinary wear and tear excepted for the particular property when used for the purposes for which it was designed.

8.12 **Designated Representatives.** The parties hereby designate the District's General Superintendent and the Board's Chief Operating Officer as the authorized representatives to audit and coordinate any issues of interpretation and application of this Agreement relating to programming, staffing, use and maintenance of the Improvements and the Park and shall meet at least annually during the term of this Agreement to assess the programs and related issues under this Agreement. The District hereby designates its assigned Capital Construction Project Manager, as the authorized representative responsible for the planning, design development and inspections affecting the District and related to the construction and completion of the Project. The Board hereby designates its assigned Construction Manager for the Project as the authorized representative responsible for the planning, design development and inspections affecting the Board and related to the construction and completion of the Project.

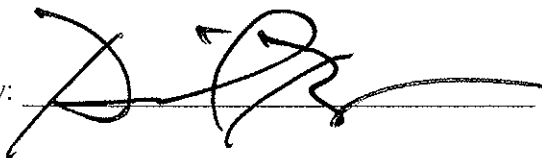
8.13 **Parking.** The Board shall provide a minimum of three (3) designated, reserved parking spaces adjacent to the Improvements for District staff vehicle parking only during the operating hours of the Park.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

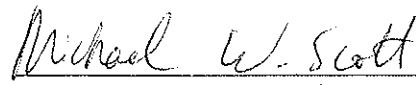
CHICAGO PARK DISTRICT

**BOARD OF EDUCATION OF THE CITY
OF CHICAGO**

By: _____



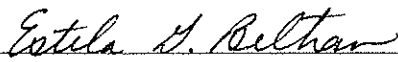
By: _____



Michael W. Scott, President


Attest

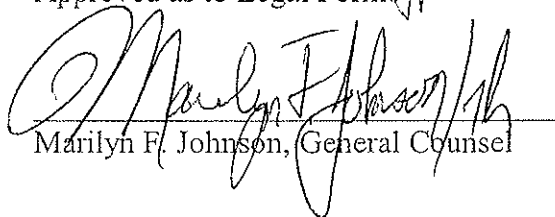
By: _____



Estela G. Beltran, Secretary

Board Report No: 02-1023 -0P01

Approved as to Legal Form: 



Marilyn F. Johnson, General Counsel

EXHIBIT A

DESIGNATED BOARD PROPERTY

CHICAGO PARK DISTRICT TO PUBLIC BUILDING COMMISSION

That part of Lots 5, 6, 7 and 8, bounded by a line described as follows:

Beginning at a point on the South line of said lots which is 56.0 feet East of the Southwest corner of said Lot 8; thence North along a line drawn parallel with the West line of said Lot 8, 40.0 feet; thence East along a line drawn parallel with the South line of said lots, 40.43 feet to a point on the line between Lots 6 and 7, aforesaid; thence North along said lot line, 53.0 feet; thence East along a line drawn parallel with the South line of said lots, 63.0 feet; thence South along a line drawn parallel with the East line of Lot 5, aforesaid, 23.60 feet; thence East along a line drawn parallel with the South line of said lots, 33.43 feet to a point on the East line of said Lot 5; thence South along the East line of said Lot 5, 69.40 feet to the Southeast corner of said lot; thence West along the South line of said Lots 5, 6, and 7, 136.88 feet to the place of beginning,

All in Block 28 in KIMBARK'S ADDITION to HYDE PARK, being a subdivision of part of the West ½ of the Southeast ¼ of Section 11, Township 38 North, Range 14 East of the 3rd Principal Meridian, in Cook County, Illinois.

Area within Survey = 9797.2 sq. ft. or 0.2249 acres

EXHIBIT B

DESIGNATED DISTRICT PROPERTY

PUBLIC BUILDING COMMISSION TO CHICAGO PARK DISTRICT

The North 25.0 feet of the West 56.0 feet of Lot 9 in Block 28 in KIMBARK'S ADDITION to HYDE PARK, being a subdivision of part of the West ½ of the Southeast ¼ of Section 11, Township 38 North, Range 14 East of the 3rd Principal Meridian, in Cook County, Illinois.

Together with –

The East ½ of that part of the vacated 54.0 foot right of way of S. Kenwood Avenue, lying West of and adjoining Block 28 and East of and adjoining Block 27, both in KIMBARK'S ADDITION to HYDE PARK, being a subdivision of part of the West ½ of the Southeast ¼ of Section 11, Township 38 North, Range 14 East of the 3rd Principal Meridian, as vacated by Ordinance of the City of Chicago dated 19 December 1962 and recorded 19 February 1963 as Document No. 18724599, which lies South of the North line of Lot 9 in said Block 28 extended 54.0 feet West and which lies North of a line drawn 10.0 feet South of and parallel with the South line of Lot 12 in said Block 28 and said parallel line extended 54.0 feet West.

Together with –

The East ½ of that part of the vacated 54.0 foot right of way of S. Kenwood Avenue, lying West of and adjoining Block 28 and East of and adjoining Block 27, both in KIMBARK'S ADDITION to HYDE PARK, being a subdivision of part of part of the West ½ of the Southeast ¼ of Section 11, Township 38 North, Range 14 East of the 3rd Principal Meridian, as vacated by Ordinance of the City of Chicago dated 22 December 1958 and recorded 6 March 1959 as Document No. 17473436, which lies South of a line drawn 10.0 feet South of and parallel with the South line of Lot 12 in said Block 28 and said line extended 54.0 feet West, and which lies North of the North line of E. 54th Street.

Area within Survey = 9797.2 sq. feet or 0.2249 acres

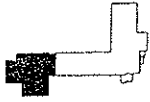
EXHIBIT C

FLOOR PLAN SHOWING

DISTRICT'S EXCLUSIVE FACILITIES AND SHARED FACILITIES

**PROPOSED PROGRAM FOR
CHICAGO PARK DISTRICT
NORTH ADDITION**

TOTAL GROSS AREA.....14,861SF



KEY PLAN

IN - PROGRESS PRINT 07/24/01

ROOM NAME	NET SF
RECREATIONAL ROOMS (2)	632
OFFICE	351
CONFERENCE ROOM	324
PANTRY	346
STORAGE #1	199
STORAGE #2	297
STORAGE #3	302
STORAGE #4	67
STORAGE #5	68
GYMNASIUM	6769
WOMENS LOCKER*	271
MENS LOCKER*	220
WOMENS TOILET*	208
MENS TOILET*	207
JANITOR	68
CORRIDOR	1322
VESTIBULE	554
LINK	70

USED BY CPD ONLY

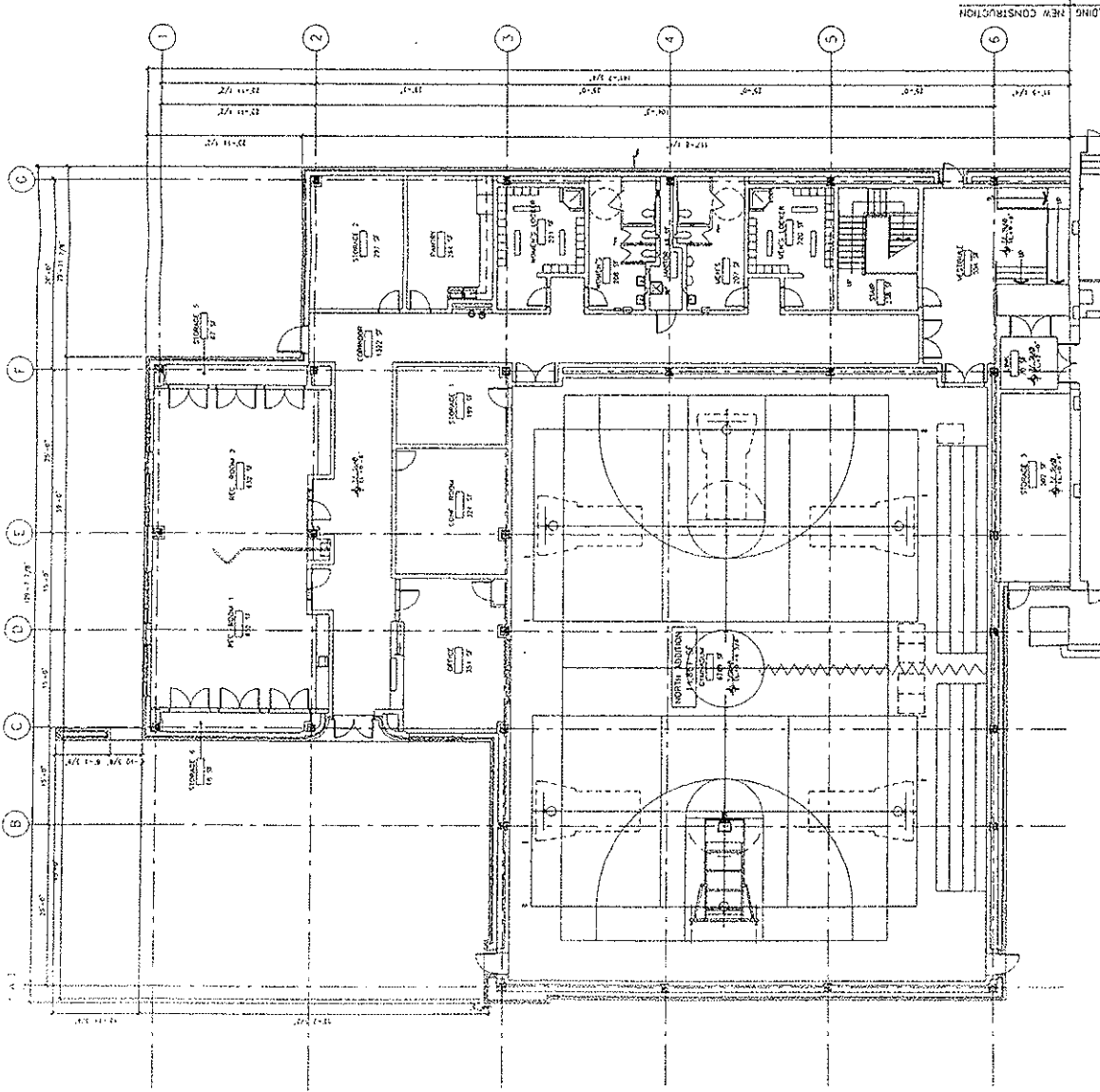
SHARED SPACES

NAME	DATE
NAME	DATE
NAME	DATE
NAME	DATE



1st FLOOR-NORTH ADDITION
SC: 1/8"=1'-0"
JULY XX, 2001

Wallin - Gomez
Architects, Ltd.
ASK-00033.66.46



CHICAGO PUBLIC SCHOOLS
CITY OF CHICAGO

PHILIP MURRAY LANGUAGE ACADEMY
5335 SOUTH KENWOOD AVE. CHICAGO ILLINOIS

* Usage is defined in Section 3.1
of the Agreement

EXHIBIT D
PERMITTED EXCEPTIONS

DESIGNATED BOARD PROPERTY

1. Taxes for 2003 due, but not yet payable.
2. Easements of Record.

DESIGNATED DISTRICT PROPERTY

1. Taxes for 2003 due, but not yet payable.
2. Easements of Record.