

**INTERGOVERNMENTAL AGREEMENT
TO CONVEY LAND AND FOR USE OF FACILITIES
(HAUGAN MIDDLE SCHOOL AND JENSEN PARK)**

This **INTERGOVERNMENTAL AGREEMENT TO CONVEY LAND AND FOR USE OF FACILITIES (HAUGAN MIDDLE SCHOOL AND JENSEN PARK)** (the "Agreement"), dated as of this 17th day of DECEMBER 2004 (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 4600 North Lawndale Avenue, Chicago, Illinois, and commonly referred to as Jensen Park (the "Park") and the Board controls the land and improvements located at 3729 West Leland Avenue, Chicago, Illinois, commonly referred to as Haugan Middle School (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 11,911 square feet, 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 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 6,620 square feet, more or less, of land at or near the School (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, one (1) club room, one (1) office; one (1) storage room and a separate entrance dedicated for the District's use (the "Improvements").
- E. In consideration of the land transfers, the District will receive exclusive use of certain of the Improvements, as further described herein, and the 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 and resolution adopted on April 3, 2003 and on July 14, 2004, 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 03-0924-OP05, 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) One (1) office; (ii) One (1) club room; (iii) One (1) storage room; and (iv) women's and men's locker rooms (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) Entrance fronting Lawndale Avenue; (ii) Gymnasium; and (iii) women's and men's toilet rooms (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.

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.

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 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.

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 the 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 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 containing contain approximately 6,620 square feet of vacant land, more or less and 11,911 square feet of vacant land, more or less, respectively.

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 pro-rations 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.** 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. For purposes of this Section 4.7.2, the Park District authorized representative shall be Region Manager, (773) 256-0949; and the Board authorized representative shall be Haugan School Engineer, telephone number (773) 534-5309.

4.7.3. **Restoration of the Park.** Upon completion of the Project, 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 Permit Coordinator, William Collins, (312) 742-4666, 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 reconfigure the Park with a new playground, basketball court, a new baseball field, and a new splash pool (the "Park Improvements") as detailed on Exhibit E, all at the Board's expense in consultation and agreement with the District.

4.7.5. **Covenant to Build.** As consideration for the conveyance of the Designated Board Property at no fee, the Board shall construct the School with the Shared Use Facilities, the Exclusive Use Facilities and the Park Improvements for the use and benefit of the Park District. The Board shall construct the School in accordance with the drawings, plans and specifications approved by the applicable City of Chicago agencies or departments having jurisdiction and according to the terms and provisions of this Agreement, in consultation and agreement with the Park District.

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 COMPENSATION

For the purposes of this Agreement, no compensation shall be charged to either party for the land transfers or use of the Property or the Shared or Exclusive Facilities. It is understood and agreed by the parties that the sole consideration for this Agreement shall be the public benefit to be derived from the construction of the School and the redevelopment of the Park.

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.

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 and excludes capital improvements exceeding \$10,000.00 having a useful life greater than one year.

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. **Conflicts.** This Agreement shall not be legally binding on the Park District if entered into in violation of the provisions of the Public Officer Prohibited Activities Act, 50 ILCS 105. This Agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or termination of their terms of office.

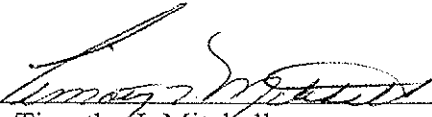
8.14. **Ethics.** The Park District's Ethics Code, Chapter III of the Code of the Chicago Park District, is hereby incorporated and made a part of this Agreement. The Board's Ethics Code adopted September 27, 1995 (95-0927-RU3), as amended from time to time, is hereby incorporated and made a part of this Agreement.

8.15. **Contingent Liability.** Any expenditure beyond the current fiscal year is deemed a contingent liability subject to appropriation in the subsequent fiscal year budget(s).


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

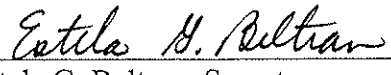
CHICAGO PARK DISTRICT

BOARD OF EDUCATION OF THE CITY OF CHICAGO


By: 
Timothy J. Mitchell
General Superintendent

By: 
Michael W. Scott, President

Attest
By: 
Darlene Lesniak
Secretary

Attest
By: 
Estela G. Beltran, Secretary

Board Report No: 03-0924-0705 (04-0128-ARI-2;
04-0324-ARI-1; 04-0526-ARI-1; 04-0728-ARI-1;
04-0922-ARI-1; and 04-1117-ARI-1)

Approved as to Legal Form: 

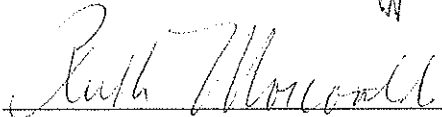

Ruth M. Moscovitch, General Counsel

EXHIBIT A

DESIGNATED BOARD PROPERTY

CHICAGO PARK DISTRICT TO PUBLIC BUILDING COMMISSION

THAT PART OF THE WEST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERESECTION OF THE EAST LINE OF SAID WEST HALF AND THE NORTH LINE OF THE SOUTH 499.6 FEET OF THE NORTH 1,294.8 FEET OF SAID WEST HALF; THENCE NORTH 89 DEGREES 35 MINUTES 31 SECONDS WEST ALONG SAID NORTH LINE A DISTANCE OF 100.62 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 35 MINUTES 31 SECONDS WEST ALONG SAID NORTH LINE 57.42 FEET TO THE EAST LINE OF THE WEST 16 FEET OF THE EAST 174 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE NORTH 00 DEGREES 05 MINUTES 42 SECONDS EAST ALONG SAID EAST LINE 97.95 FEET TO THE SOUTH LINE OF THE NORTH 33 FEET OF SAID SOUTHWEST QUARTER; THENCE NORTH 89 DEGREES 35 MINUTES 31 SECONDS WEST ALONG SAID SOUTH LINE AND ALONG THE NORTH LINE OF THE SOUTH 631 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14 A DISTANCE OF 78.74 FEET TO THE EAST LINE OF THE PUBLIC ALLEY; THENCE SOUTH 00 DEGREES 07 MINUTES 58 SECONDS EAST ALONG SAID EAST LINE 112.58 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 31 SECONDS EAST 62.81 FEET TO THE WEST LINE OF THE EAST 174 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SAID SECTION 14; THENCE SOUTH 00 DEGREES 05 MINUTES 42 SECONDS WEST ALONG SAID WEST LINE 30.00 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 31 SECONDS EAST 73.42 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 42 SECONDS EAST 44.73 FEET TO THE POINT OF BEGINNING.

Said parcel containing 11,911 square feet, more or less.

EXHIBIT B

DESIGNATED DISTRICT PROPERTY

PUBLIC BUILDING COMMISSION TO CHICAGO PARK DISTRICT

THAT PART OF THE WEST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID WEST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER AND A LINE PARALLEL WITH AND 794.85 FEET SOUTH OF THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE NORTH 89 DEGREES 35 MINUTES 31 SECONDS WEST ALONG SAID PARALLEL LINE 33.04 FEET TO THE WEST LINE OF THE EAST 33 FEET OF SAID WEST HALF AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 35 MINUTES 31 SECONDS WEST ALONG SAID PARALLEL LINE 67.58 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 42 SECONDS EAST 97.95 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 97.95 FEET OF THE NORTH 794.85 FEET OF SAID NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES 35 MINUTES 31 SECONDS EAST ALONG SAID NORTH LINE 67.58 FEET THE WEST LINE OF THE EAST 33 FEET OF SAID WEST HALF; THENCE SOUTH 00 DEGREES 05 MINUTES 42 SECONDS WEST ALONG SAID WEST LINE 97.95 FEET TO THE POINT OF BEGINNING.

Said parcel containing 6,620 square feet, more or less.

EXHIBIT C

FLOOR PLAN OF PARK DISTRICT'S

EXCLUSIVE FACILITIES AND SHARED FACILITIES

INTER-GOVERNMENTAL EXHIBIT

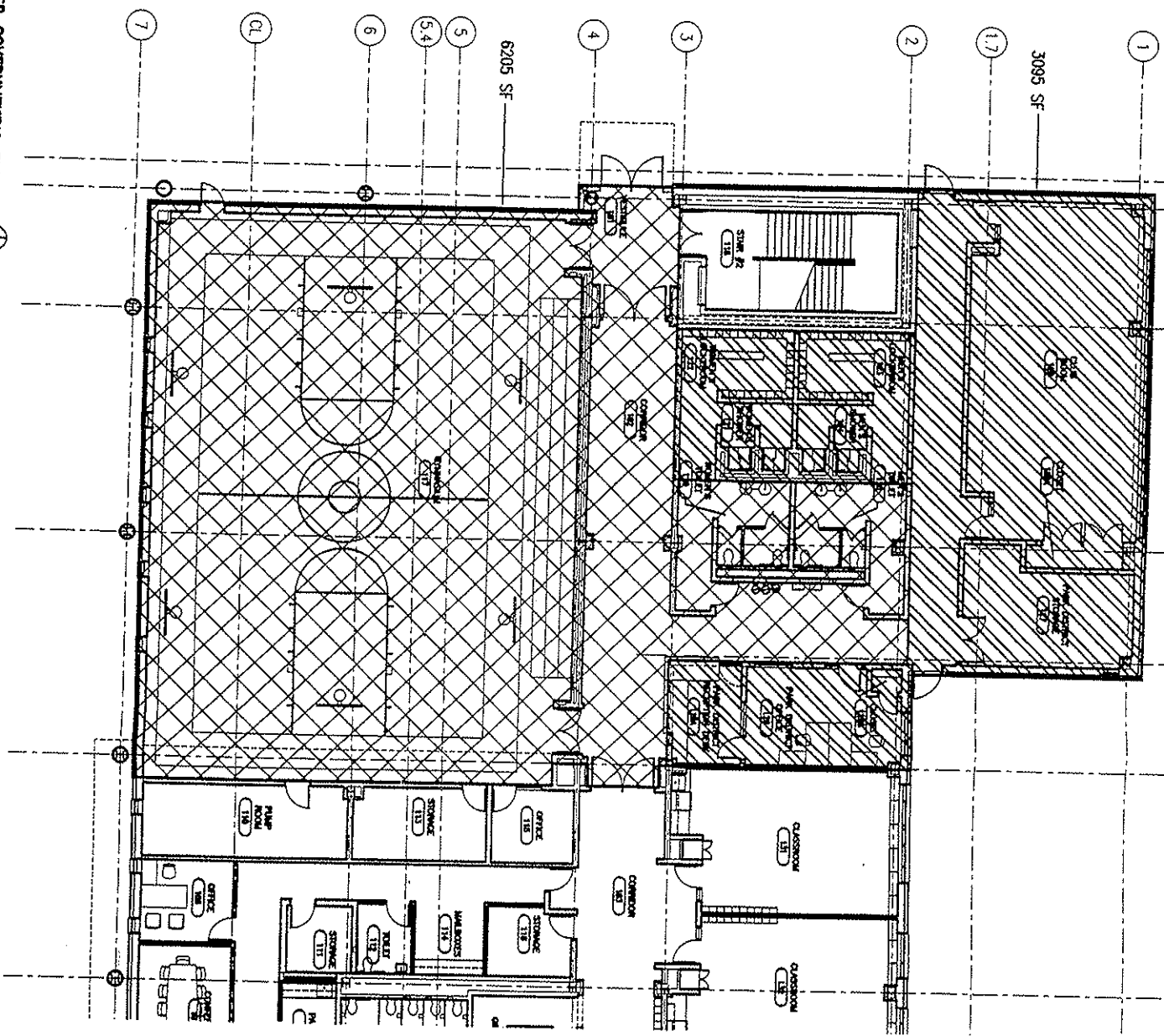
HELGE A. HAUGAN MIDDLE SCHOOL
 3729 W. LINDA AVENUE
 CHICAGO PUBLIC SCHOOLS
 CENTRAL REGION NEW CONSTRUCTION
 CITY OF CHICAGO
 CONSTRUCTION BY: JAMES M. LANEY



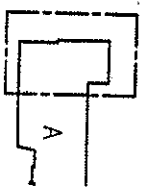
NO.	DATE	DESCRIPTION
1	10/15/11	ISSUED FOR PERMIT
2	11/15/11	REVISIONS
3	12/15/11	REVISIONS
4	01/15/12	REVISIONS
5	02/15/12	REVISIONS
6	03/15/12	REVISIONS
7	04/15/12	REVISIONS

NO.	DATE	DESCRIPTION
1	10/15/11	ISSUED FOR PERMIT
2	11/15/11	REVISIONS
3	12/15/11	REVISIONS
4	01/15/12	REVISIONS
5	02/15/12	REVISIONS
6	03/15/12	REVISIONS
7	04/15/12	REVISIONS

NO.	DATE	DESCRIPTION
1	10/15/11	ISSUED FOR PERMIT
2	11/15/11	REVISIONS
3	12/15/11	REVISIONS
4	01/15/12	REVISIONS
5	02/15/12	REVISIONS
6	03/15/12	REVISIONS
7	04/15/12	REVISIONS



LEGEND
 [Cross-hatch symbol] PROPERTY SHARED BY AND CHICAGO PARK DISTRICT
 [Diagonal lines symbol] PROPERTY USED SOLE



KEY PLAN

EXHIBIT D

PERMITTED EXCEPTIONS

DESIGNATED BOARD PROPERTY

1. Taxes for 2004 due, but not yet payable.
2. Easements of Record.

DESIGNATED DISTRICT PROPERTY

1. Taxes for 2004 due, but not yet payable.
2. Easements of Record.

EXHIBIT E

PARK IMPROVEMENTS

