

## LEASE AND USE AGREEMENT

### ORR ACADEMY HIGH SCHOOL

This Lease and Use Agreement (this "**Agreement**") is made and entered into as of the last date written below, (the "**Effective Date**") by and between the Board of Education of the City of Chicago, a body politic and corporate (the "**Board**"), having its principal offices at 125 South Clark Street, Chicago, Illinois 60603, and the Chicago Park District, an Illinois municipal corporation (the "**District**"), having its principal offices at 541 North Fairbanks Court, Chicago, Illinois 60611. The Board and the District are referred to below each as a "**Party**" and collectively as the "**Parties**."

### BACKGROUND

- A. The Board owns certain real property commonly known as 4035-4037 West Chicago Avenue, Chicago, Illinois, as legally described on Exhibit A and depicted in the Current Site Plan set forth on Exhibit B (the "**Premises**"). The Premises are adjacent to the Board's Orr Academy High School, located at 744 North Pulaski Road, Chicago, Illinois (the "**School**").
- B. The School contains certain athletic facilities including two gymnasiums, a swimming pool, locker rooms, classrooms, training room, and washrooms (collectively, the "**Board's Athletic Facilities**").
- C. The Board has agreed to lease to the District, and the District has agreed to lease from the Board, the Premises for the operation of a public park for a period of time as set forth below ("**Lease**"). The Board has also agreed to grant a license to the District to use the Board's Athletic Facilities for a period of time that is not concurrent with the Lease Term (as defined in Section 2 below) ("**License**").
- D. The Parties desire to set forth the terms of the License and the procedures for the District's use of the Board's Athletic Facilities while preserving the Board's priority use of the Board's Athletic Facilities. The Parties further desire to set forth the terms of the Lease and the procedures for the District's use of the Premises, while preserving the Board's priority use of the Premises for School related activities.
- E. The Board authorized the execution of this Agreement in Board Report No.09-0128-OP5 (the "**Board Report**").
- F. On Nov 12, 2008, the District's Board of Commissioners adopted an ordinance expressing its desire to lease the Premises and license the Board's Athletic Facilities from the Board and authorizing the execution of this Agreement (the "**District Ordinance**").

## TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the foregoing Background, which is incorporated herein as though set forth in full, and for other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### PART I. LEASE

#### Section 1. Grant of Lease

Subject to the terms and conditions of this Agreement, the Board hereby leases to the District, and the District hereby leases from the Board all of the Board's right, title and interest in and to the Premises, and all fixtures and improvements on the Premises for the Lease Term.

#### Section 2. Lease Term

- a. The term of the Lease ("**Lease Term**") begins on the Effective Date and shall end twenty (20) years thereafter (the "**Expiration Date**").
- b. The District has the option to extend the Lease Term for unlimited five-year periods. To exercise each extension option, the District must give the Board written notice at least sixty (60) days prior to the Expiration Date, or the expiration of any extension option as the case may be.
- c. After the expiration of the Lease Term, and during any extension term, either Party shall have the right to terminate the Lease upon six-month prior written notice to the other Party.

#### Section 3. Rent

In consideration of the rights, benefits and privileges accruing to the District under this Agreement and its use of the Premises, the District shall pay base rent for the Premises in the amount of One Dollar (\$1.00) on the Effective Date of this Agreement and upon the first day of each January of every year thereafter during the Lease Term, as may be extended from time to time. Rent shall be paid to the Board at the Board's address set forth in Section 33, or such other place as the Board may from time to time designate in writing to the District.

#### Section 4. Utilities

The District shall pay when due all charges for gas, electricity, light, heat, water, sewage, power, telephone or any other communication service, and all other utility services supplied to the Premises, and shall contract for the same in its own name or shall pay the portion of charges for the Premises to the Board. In case separate metering for a utility is not feasible, the District shall pay to the Board an amount sufficient to cover the District's utility use monthly. The Board shall not be liable for any interruption or failure in the supply or character of any such utility services.

## **Section 5. Purpose of Lease**

The purpose of the Lease is to provide for: (i) use of the Premises by the Board and the District; (ii) scheduling and supervision of Board and District activities on the Premises; and (iii) maintenance and repair of the Premises (the "**Program**"). The Program will run from September 1 through August 31 of each year (the "**Program Period**") during the hours set forth on Exhibit C attached hereto and incorporated herein (the "**Program Hours**"). By July 1<sup>st</sup> of each year, prior to the start of a new Program Period, the Board and the District shall prepare a usage agreement for the upcoming Program Period in the form of Exhibit C.

## **Section 6. Taxes**

The District shall pay when due, if applicable, any leasehold taxes assessed or levied on the Premises. The District's failure to pay any such taxes shall constitute a default under this Agreement. Notwithstanding the foregoing, nothing herein shall preclude the District from contesting any charge or tax levied against the Premises. The District's tax responsibilities under this section shall survive the expiration, cancellation, or termination of this Agreement.

## **Section 7. Covenant of Quiet Enjoyment**

The Board covenants and agrees that the District, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this Agreement on its part to be kept, observed and performed, shall lawfully and quietly have, hold, occupy and enjoy the Premises (subject to the provisions of this Agreement) during the Lease Term free of any claim or action by the Board or by any person or persons claiming by, through or under the Board.

## **Section 8. District's Duty to Maintain Premises**

The District shall, at the District's expense, keep the Premises and all improvements located on the Premises in a state of good order, condition and repair (including capital repairs and improvements), and in compliance with all applicable laws. The District acknowledges and agrees that from and after the Effective Date, the Board shall have no maintenance, repair, replacement or other duty of any kind or nature with respect to the Premises or the improvements, except that the Board shall clean and pick up debris after each time it, its invitees, students, agents, contractors, volunteers, or employees use the Premises. If the District fails to perform its obligations hereunder or under any other provision of this Agreement, and such failure continues for a period of thirty (30) days after written notice of default (or such longer period as shall be reasonably necessary to cure such default provided the District promptly commences such cure and thereafter diligently pursues such cure to completion), the Board, at the Board's option, may make such repairs, in which event the District shall pay the cost thereof, including reasonable attorney's fees within thirty (30) days after demand, or the Board can immediately terminate this Agreement by providing the District with written notice thereof. The 30-day notice period shall be reasonably reduced or waived in case of emergency.

## **Section 9. Use of the Premises**

From and after the Effective Date, the District shall use and occupy the Premises to operate a public park. The District shall not commit or permit the commission of any waste in, on or about the Premises, and shall comply with all laws and regulations pertaining to the condition or use of the Premises and improvements. It shall be the sole responsibility of the District to secure all necessary permits, licenses and approvals required for the District's use of the Premises.

## **Section 10. Delivery of Possession**

The District acknowledges that it has, prior to the Effective Date, made such inspections as it desires of the Premises and all factors relevant to its use and accepts the risk that such inspections may not disclose all material matters affecting the Premises. The Board makes no representations, warranties or agreements as to the condition of the Premises.

## **Section 11. Damage or Destruction**

If the Premises are damaged or destroyed by fire or other casualty to such extent that the District cannot continue, occupy or conduct its normal business therein, or if, in the District's reasonable opinion, the Premises are rendered untenable, either the Board or the District shall have the option to declare this Agreement terminated as of the date of such damage or destruction by giving the other Party written notice to such effect.

## **Section 12. Condemnation**

If the whole or any substantial part of the Premises are taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Premises, the Lease Term shall, at the option of the Board or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and the Board shall be entitled to receive the entire award without apportionment with the District.

## **Section 13. Holding Over**

If the District remains in possession of the Premises after the termination of this Agreement, the District, at the option of the Board, shall be deemed to be occupying the Premises as a tenant from month-to-month, subject to all the conditions, provisions and obligations of this Agreement insofar as the same are applicable to a month-to-month tenancy.

## **Section 14. Scheduling and Collecting of Fees**

The District shall, at its own expense, designate a person to act as a scheduler (the "**District Scheduler**") for the various functions at the Premises that require a usage permit ("**Permit**"). The District Scheduler shall prepare an application for Permit ("**Application**") for each Permit user of the Premises. Members of the general public may use the Premises at designated times without a Permit according to the District's applicable regulations. The District Scheduler shall maintain a scheduling

calendar of all events and times designated for public use, if any, and provide the designated Board representative (the "**Board Representative**") with access thereto at all times. The Board Representative shall provide the District Scheduler a calendar of all Board events or activities requiring use of the Premises. Permit users, other than the Board, shall be required to pay a fee ("**Permit Fee**") in accordance with the schedule of Permit Fees designated by the District. Permit Fees may be adjusted each Program Period and waived at the discretion of the District. All Permit Fees shall be collected by the District, provided that any entrance fees charged at the Premises during home games shall be kept by the Board. In the event a Permit is issued to a user for the use of the Premises, and, subsequently, the Board requires the use of such facility at the same time for student athletic practice or competition, the Board's usage shall be superior to, and take precedence over, the Permit user's usage. The Permit user shall either be reimbursed the Permit Fee applicable for the date the Board is in need of the Premises, or the user's event may be re-scheduled. In no event shall the Board be liable for any cancellation fees. The Board's scheduled events for the athletic season set forth in Exhibit C shall have first priority for the use of the Premises. In addition to the School, the schools listed on Exhibit C will have priority of use for the Premises. The Parties may revise Exhibit C periodically upon mutual agreement to coordinate activities so as to maximize the efficient use of the Premises.

#### **Section 15. Reservation of Rights**

The Board hereby reserves for itself, its employees, contractors, agents and representatives, the right to enter upon the Premises and improvements for the purpose of: (i) inspecting the Premises; or (ii) curing any defaults under this Agreement.

#### **Section 16. Title to Improvements and Surrender**

If either Party terminates the Lease or this Agreement prior to the Expiration Date, the District shall peaceably give up and surrender the Premises and improvements in good order, condition and repair, and the District shall remove any improvements installed by the District or at the direction of the District, that the Board reasonably determines present a public health or safety risk, such as playground equipment, and shall repair any damage caused by such removal.

#### **Section 17. Alterations, Additions, or Improvements**

From and after the Effective Date, the District shall have the right, in its sole discretion, and without obtaining the prior consent of the Board, to make any alterations, improvements or additions to the Premises or otherwise undertake construction on the Premises ("**Modifications**") as the District deems necessary or appropriate, so long as such Modifications do not reconfigure or otherwise materially change the current site plan of the Premises. In the event the District proposes Modifications which reconfigure the current site plan of the Premises, the District must obtain the prior written consent of the Board, which consent shall not be unreasonably withheld. The District shall submit to the Board working drawings and specifications for any Modifications requiring the Board's approval. All Modifications shall: (i) be at the sole cost and expense of the District; (ii) conform in all material respects to the working drawings and specifications approved by the Board; (iii) be done in a good and workmanlike manner; and (iv) comply with all applicable laws and regulations.

**Section 18. Covenant Against Liens.**

From and after the Effective Date, the District shall not cause or permit any lien or encumbrance, whether created by act of the District, operation of law or otherwise, to attach to or be placed upon the Board's title or interest in the Premises. All liens and encumbrances created by the District shall attach to the District's interest only. In case of any such lien attaching, the District shall immediately pay and remove such lien or furnish security or indemnify the Board in a manner satisfactory to the Board in its sole discretion to protect the Board against any defense or expense arising from such lien. Except during any period in which the District appeals any judgment or obtains a rehearing of any such lien, or in the event judgment is stayed, the District shall immediately pay any judgment rendered against the District, with all proper costs and charges, and shall have the lien released and any judgment satisfied. If the District fails to pay and remove any lien or contest such lien in accordance herewith, the Board, at its election, may pay and satisfy same, and the District shall reimburse all sums so paid by the Board within thirty (30) days of demand.

**PART II. LICENSE**

**Section 19. Grant and Term of License**

The Board hereby grants the License to the District to use the Board's Athletic Facilities, upon the terms and conditions hereinafter set forth; for a term of twelve (12) months, commencing on the Effective Date and ending on the last day of such twelve month period ( the "License Term"). In addition, the District shall have an unlimited number of one (1) year options to extend the then License Term. After the expiration of the initial twelve (12) month License Term, either Party shall have the right to terminate the License upon thirty (30) days prior written notice to the other Party. Notwithstanding anything contained herein to the contrary, the Parties agree that the expiration or termination of the License Term shall have no effect on the Lease or the Lease Term.

**Section 20. Purpose of License**

The purpose of the License is to provide for: (i) use of the Board's Athletic Facilities; and (ii) scheduling and supervision of District activities in the Board's Athletic Facilities. Notwithstanding anything contained herein to the contrary, the License shall be deemed to be a part of the Program.

**Section 21. Rights Reserved to the Board**

For activities scheduled during the Program, the Board's scheduled activities upon the Board's Athletic Facilities shall have first priority over all other activities. The Schedule of Board activities is attached as Exhibit C. The Board shall provide the District with its scheduled activities at least six (6) weeks in advance of such activities. The Board retains the right to eject any persons or entities from the Board's Athletic Facilities at any time, if any such persons or entities interfere with any of the Board's scheduled activities. The Board reserves the right to enter into agreements, exclusive or otherwise, with concessionaires for goods and services upon the Board's Athletic Facilities, and sponsorship agreements with commercial entities which arrangements may require restrictions on products and advertising in the Board's Athletic Facilities, and the District will honor the

requirements of any such agreements in managing and supervising the Program. The Board reserves the right to delegate any of its functions under this Agreement to private firms. The Board reserves the right to make every determination with regard to the use of the Board's Athletic Facilities in the best interests of the Board. In no event shall the District have any right to change, alter or reconfigure the Board's Athletic Facilities without the express written consent of the Board. The Board reserves the right to advise the District of the unacceptability of any of the District's personnel assigned to this Program, and the District will immediately investigate such personnel's activities, and, in accordance with the District's personnel policies, take such action as is deemed necessary regarding such personnel.

#### **Section 22. Rights Reserved to the District.**

The District reserves the right to delegate any of its functions under this Agreement to private firms. The District reserves the right to make every determination with regard to the use of the Premises in the best interest of the District; provided that the Board has not entered into any exclusive sponsorship agreements, the terms of which would create a conflict with a proposed District event or series of events with the Board's Athletic Facilities. The District reserves the right to enter into events, series, or program sponsorship agreements with commercial firms in connection with the Program. The Parties acknowledge and agree that the District has the right to sell snack foods and beverages during the Program. All revenues raised from the Program, including Program fees, class fees, sponsorship revenues, raised from District city-wide programs that are included in the Program and are raised from the use of the Premises, shall belong to the District, subject to the provisions of this Agreement.

#### **Section 23. Scheduling**

The District Scheduler shall act as a scheduler for the designated times when the public will be allowed to use the Board Athletic Facilities under District's supervision or under District's programmed classes and events. Such schedule of activities under the Program will be agreed to on an annual basis between the District and the Board prior to July 1st of each calendar year and are set forth in Exhibit C. Public or private events at the Board's Athletic Facilities that require a permit will be administered by the Board. The Board's scheduled events for the student athletic season set forth in Exhibit C shall have priority for the Board's Athletic Facilities. The Board shall use all due care not to schedule private permitted events at the times designated for District's use of the Athletic Facilities.

### **PART III. GENERAL PROVISIONS APPLICABLE TO LEASE AND LICENSE**

#### **Section 24. Supervision**

The District shall be responsible for the supervision and management of all Program activities and events during Program Hours. All District supervisors shall be qualified to provide such services. Specifically, the District shall provide at least one qualified and properly certified life guard at all times when the swimming pool is made available for District use during the Program Hours. All swimming pool personnel shall comply with all Board and Illinois Department of Public Health rules and regulations governing the use and operation of swimming pools. The Board shall have no duty or obligation to provide any supervision or management of the Premises or the Board's Athletic

Facilities during the Program Hours, unless a Board activity is taking place, and, if so, such supervision or management will only apply to such Board activity.

#### **Section 25. Security**

The District shall provide such security measures as it deems necessary to properly manage and supervise the Premises and the Board's Athletic Facilities during the Program Hours. The Board shall have no obligation or duty to provide any security during the Program Hours.

#### **Section 26. Right of Entry**

The District and the Board, and their authorized employees and consultants, shall have the right to enter upon and into the Board's Athletic Facilities and the Premises during Program Hours, for purposes reasonably associated with managing and operating the Program. The District and the Board, and their employees and consultants, shall cooperate at all times with the School Principal, the Scheduler, and the Board and Park District Representatives to avoid interfering with each other's activities and to protect the Premises and the Board's Athletic Facilities.

#### **Section 27. Indemnification**

The Parties agree to defend, indemnify, save and hold harmless each other, their respective members, commissioners, officers, employees, agents, volunteers and contractors, from and against any and all bodily or personal injuries, deaths, losses, suits, costs, reasonable attorneys' fees, claims, damages, expenses, judgments, liabilities, or liens (individually and collectively "Loss" or "Losses") arising out of, or relating to the performance of the Board or the District by its acts, errors or omissions under this Agreement, except to the extent such Loss or Losses are caused by the Party claiming indemnification.

The Parties agree to defend, indemnify, save and hold harmless each other, their respective members, commissioners, officers, employees, agents, volunteers and contractors from and against any and all Losses arising directly or indirectly during the term of this Agreement from the conduct or management of the Program or from anything whatsoever done in or about the Board's Athletic Facilities or the Premises by the District or the Board, their respective members, commissioners, officers, employees, agents, users, and invitees, except to the extent such Loss or Losses are caused by the Party claiming indemnification.

The Board's Risk Management Department will notify the District of incidents and accidents that occur on the Premises when the Board is using such Premises. The District Risk Management Department will notify the Board of incidents and accidents that occur on the Board's Athletic Facilities when the District is using such facilities.

Nothing in this Section 27 shall be deemed to limit in any way the liability provisions of the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 *et seq.*).

#### **Section 28. Investigations**



Each Party to this agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13. 1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

### **Section 29. Non Appropriations**

Expenditures not appropriated in the current fiscal year budget are deemed contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event sufficient funds are not appropriated in a subsequent fiscal year by the Board or the District for the performance of this Agreement, such Party will notify the other and this Agreement will terminate on the last day of the fiscal period for which funds were appropriated.

### **Section 30. Inspections/Damage**

The District's and the Board's designees shall jointly inspect the Premises and/or the Board's Athletic Facilities (as the case may be) periodically. If major damage results from the use by the District of the Board's Athletic Facilities, the cost of repair of such major damage shall be borne by the District, 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 on the Premises and shall abide by the District's decision as to whether an athletic field on the Premises may be used. For purposes of this Section, 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.

### **Section 31. Self-Insurance**

The Parties represent that each is substantially self-insured and each shall maintain general liability, property damage, worker's compensation and employer's liability insurance in sufficient amounts for the purposes of this Agreement.

### **Section 32. Compliance**

- a. In the event of a conflict between any provisions of this Agreement and the provisions of the Chicago Park District Act, 70 ILCS 1505/0.01 *et seq.* (the "**Act**") or the Illinois School Code, 105 ILCS 5/1-1 *et seq.* (the "**Code**"), the Act and the Code shall prevail and control.
- b. Each Party must observe and comply with all applicable federal, state, county and municipal laws, statutes ordinances and executive orders, in effect now or later and whether or not they appear in this Agreement.
- c. Notwithstanding anything in this Agreement to the contrary, references to a statute or law are considered to be a reference to: (i) the statute or law as it may be amended from time to time; (ii) all regulations and rules pertaining to or promulgated pursuant to the statute or law; and (iii) all future statutes, laws, regulations, rules and executive orders pertaining to the same or similar subject matter. Provisions required by law ordinance, rules, regulations or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or upon application by either Party, this Agreement will be amended to make the insertion.

d. This Agreement shall not be legally binding on the District or the Board if entered into in violation of the provisions of the Public Officer Prohibited Activities Act, 50 ILCS 105/0.01 *et seq.*

e. Both the District's Ethics Code, Chapter III of the Code, and the Board's Ethics Code, adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made part of this Agreement.

### Section 33. General Provisions

The following general provisions govern this Agreement:

a. Amendment. Except as otherwise set forth herein in connection with the compliance provisions in Section 32.c., and periodic amendment of Exhibit C, this Agreement may not be amended or modified without the prior written consent of the Parties hereto.

b. Assignment. The District shall not assign this Agreement in whole or in part, or sublet the Premises or any part thereof. The Board shall not assign this Agreement in whole or in part without prior written approval by the District.

c. Authorization to Execute Agreement. The persons executing this Agreement hereby represent and warrant that they are duly authorized and acting representatives of the Board and the District respectively and that by their execution of this Agreement, it became the binding obligation of the Board and the District respectively, subject to no contingencies or conditions except as specifically provided herein.

d. Binding Effect and Disclaimer of Third-Party Beneficiaries. This Agreement shall be binding upon the Parties and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Parties and their respective successors and permitted assigns (as provided herein). Nothing contained in this Agreement, nor any act of a Party, shall be deemed or construed by any of the Parties or by any person, to create or imply any relationship of third-party beneficiary, principal, agent, limited or general partnership, joint venture or any association or relationship involving the District or the Board.

e. Construction. The term "**include**" (in all its forms) means "include without limitation," unless the context clearly states otherwise. The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof. All references to a number of days mean calendar days, unless indicated otherwise. "**Business Day**" means any day other than a Saturday, a Sunday or any day in which banks in Illinois are authorized or obligated by law or executive order to close.

f. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

g. Entire Agreement. This Agreement (including the preamble, recitals and each attached Exhibits), reflects and constitutes the entire Agreement between the Parties and it supersedes all prior

agreements, negotiations and discussions between the Parties relative to the subject matter hereof. There are no other representations, inducements or other rights or obligations being extended to any Party.

**h. Further Assurances.** The Board and the District agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

**i. Force Majeure.** No Party shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, terrorist act, declaration of emergency by government authorities, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones which in fact interferes with the reasonable ability of such Party to discharge its obligations hereunder. The Party relying on this Section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other Party and may only rely on this Section with respect to any such delay to the extent of the actual number of days of delay effected by any such events described above.

**j. Governing Law, Venue and Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles. If there is a lawsuit under this Agreement, each Party hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois or the United States District Court for the Northern District of Illinois.

**k. Incorporation.** The following exhibits referenced throughout this Agreement and attached hereto are incorporated herein by this reference and are to be construed as an integral part of this Agreement.

- EXHIBIT A    Legal Description of Premises
- EXHIBIT B    Current Site Plan
- EXHIBIT C    Schedule for Premises and Board's Athletic Facilities

**l. Limitation of Liability.** No elected or appointed official or member or employee of the Board or the District shall be individually or personally liable in connection with this Agreement.

**m. Notice.** All notices pursuant to this Agreement shall be made via reputable overnight courier to the following addresses:

If to the Board:                    Board of Education of the City of Chicago  
   125 South Clark St.  
   Chicago, Illinois 60603  
   Attn: Chief Operating Officer

with a copy to:                    Board of Education of the City of Chicago  
   125 South Clark St.

Chicago, Illinois 60603  
Attn: General Counsel

if to the District: General Superintendent  
Chicago Park District  
541 N. Fairbanks  
Chicago, IL 60611

with a copy to: General Counsel  
Chicago Park District  
541 N. Fairbanks  
Chicago, IL 60611

Any notice, demand or request sent by guaranteed overnight courier shall be deemed received on the business day immediately following acceptance for delivery by the overnight courier.

- n. Remedies Cumulative. The remedies of a Party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such Party unless specifically so provided herein.
- o. Severability. If any provision in this Agreement or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.
- p. Waiver. No act done or thing said by a Party or its agents or employees shall constitute a cancellation, termination or modification of this Agreement, or a waiver of any covenant, agreement or condition of this Agreement, nor relieve the other Party from its obligation to pay the rents reserved or other charges. Any waiver or release by a Party and any cancellation, termination or modification of this Agreement must be in writing signed by that Party. No failure by a Party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition.

*(Signature Page Follows)*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date written below.

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

By: Michael Scott  
Michael Scott  
President

Date: 6/22/09

Attest: Estela M. Beltran  
Estela Beltran  
Secretary

**CHICAGO PARK DISTRICT**

By: Timothy J. Mitchell  
Timothy J. Mitchell  
General Superintendent and CEO

Date: 16 June, 2009

Attest: Kantrice Ogletree  
Kantrice Ogletree  
Secretary

Board Report No: 09-0128-OP5-1  
09-0527-AR2-23

Approved as to Legal Form:

Patrick J. Rocks *PK*  
Patrick J. Rocks  
General Counsel

María G. García  
María G. García  
General Counsel

**EXHIBIT A**

**LEGAL DESCRIPTION OF PREMISES**

THAT PART OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF WEST CHICAGO AVENUE (BEING A LINE 50.0 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER) WITH THE WEST LINE OF NORTH PULASKI ROAD (BEING A LINE 33.0 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER); THENCE SOUTH 88 DEGREES 16 MINUTES 08 SECONDS WEST, A DISTANCE OF 397.88 FEET ALONG SAID SOUTH LINE OF WEST CHICAGO AVENUE TO THE POINT OF BEGINNING; THENCE SOUTH 1 DEGREE 32 MINUTES 16 SECONDS EAST, A DISTANCE OF 221.04 FEET; THENCE SOUTH 88 DEGREES 46 MINUTES 07 SECONDS WEST, A DISTANCE OF 2.95 FEET; THENCE SOUTH 0 DEGREES 44 MINUTES 34 SECONDS EAST, A DISTANCE OF 24.85 FEET; THENCE NORTH 88 DEGREES 59 MINUTES 18 SECONDS EAST, A DISTANCE OF 107.35 FEET; THENCE SOUTH 0 DEGREES 44 MINUTES 34 SECONDS EAST, A DISTANCE OF 384.32 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 38 SECONDS WEST, A DISTANCE OF 391.13 FEET; THENCE NORTH 1 DEGREE 30 MINUTES 38 SECONDS WEST, A DISTANCE OF 630.16 FEET TO SAID SOUTH LINE OF WEST CHICAGO AVENUE; THENCE NORTH 88 DEGREES 16 MINUTES 08 SECONDS EAST, A DISTANCE OF 292.12 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

CONTAINING AN AREA OF 223,250 SQ.FT. OR 5.125 ACRES MORE OR LESS.

PIN: Part of PINS 16-10-200-013-0000 and 16-10-115-001-0000.

**EXHIBIT B**

**CURRENT SITE PLAN**



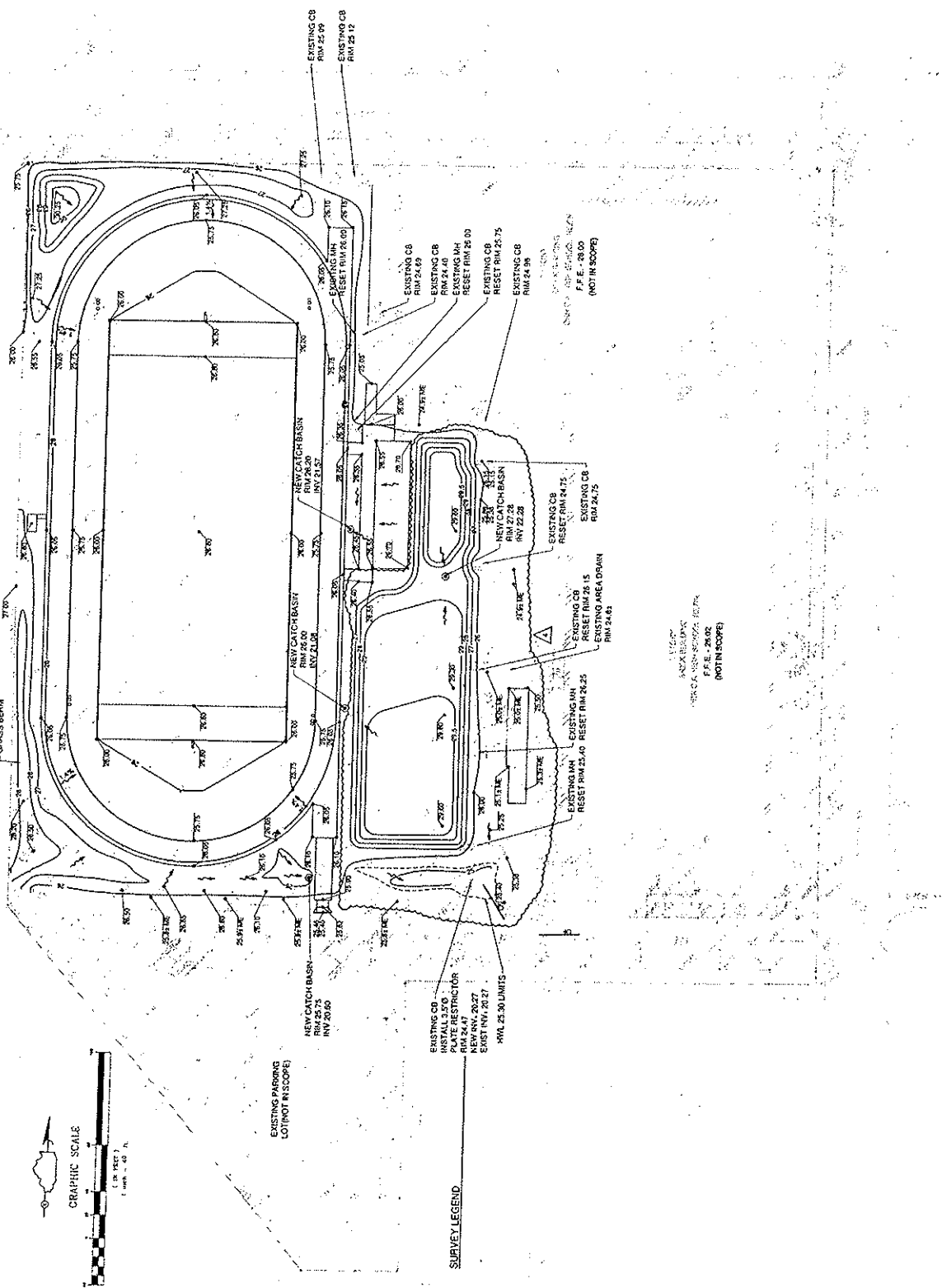


**LEGEND AND ABBREVIATIONS:**

- ④ CATCH BASIN (CB)
- MANHOLE (MH)
- AREA DRAIN (AD)
- CLEAN OUT (CO)
- SLOPE
- STORMWATER RUN-OFF
- OVERFLOW
- ME MATCH ELEVATION
- TOP OF CURB
- BOTTOM OF CURB
- SPOT ELEVATION
- TEST
- MWL HIGH WATER LEVEL

**GRADING EROSION CONTROL NOTES:**

1. THE SEDIMENTATION AND EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS FOR SOIL AND WATER CONSTRUCTION, 1995 EDITION, AND THE STANDARDS AND SPECIFICATIONS FOR SOIL AND WATER CONSTRUCTION, 1995 EDITION, AND THE STANDARDS AND SPECIFICATIONS FOR SOIL AND WATER CONSTRUCTION, 1995 EDITION.
2. A COPY OF THE APPROVED EROSION CONTROL PLAN SHALL BE MAINTAINED ON THE SITE AT ALL TIMES.
3. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL IDENTIFY AND INDICATE ON THESE PLANS AND INCLUDING BUT NOT LIMITED TO, THE LOCATION OF ALL EXISTING AND PROPOSED EROSION CONTROL MEASURES AS A SUPPLEMENT TO THE EROSION CONTROL PLAN SHALL BE SUBMITTED TO THE OWNER FOR REVIEW.
4. THE CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF ANY ADDITIONAL EROSION CONTROL MEASURES NECESSARY TO PREVENT EROSION AND SEDIMENTATION FROM OCCURRING ON THE SITE.
5. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED WITHIN 15 CALENDAR DAYS OF THE END OF ACTIVE SOIL DISTURBANCE.
6. PERMANENT OR TEMPORARY SOIL STABILIZATION MUST BE APPLIED WITHIN 15 CALENDAR DAYS OF THE END OF ACTIVE SOIL DISTURBANCE.
7. TRUNKLINE SLOPE SHALL BE MAINTAINED AND MARKED TO PREVENT EROSION. ALL TRUNKLINE STRUCTURES SHALL BE MANUFACTURED BY THROUGH SLOPE CORP. OR EQUIVALENT.
8. TRUNKLINE SLOPE MARKERS SHALL BE INSTALLED PRIOR TO ANY SORT OF SITE DISTURBANCE.
9. THE CONTRACTOR SHALL INSPECT EROSION CONTROL MEASURES BEFORE AND AFTER ANY STORM EVENT IN EXCESS OF 1/2" OF RAINFALL.
10. SHOULD THE VOLUME, VELOCITY, SEDIMENT LOAD, OR FLOW RATES OF FLOW BE EXCESSIVE, THE CONTRACTOR SHALL TAKE IMMEDIATE ACTION TO PREVENT EROSION AND SEDIMENTATION. ANY ADDITIONAL MEASURES TO PREVENT EROSION AND SEDIMENTATION SHALL BE REMOVED CONTINUOUSLY.
11. PROVIDE MARKING OF TOP SOIL PILE UPWARD DISTURBED AREAS. LANDSCAPE AND ENVIRONMENTAL MEASURES SHALL BE INSTALLED PRIOR TO THE END OF CONSTRUCTION.
12. THE PERMANENT EROSION CONTROL ITEMS ARE FULLY FUNCTIONAL AT ALL TIMES.
13. GRAVELLED AREAS, ACCESS DRIVES, PARKING AREAS, AREAS OF SURFACE FLOW, AND EROSION AND VEHICLES WASHDOWN FACILITIES, SHALL BE PROVIDED. PRIVATE ROADWAYS, ANY SOIL REACHING A PUBLIC OR PRIVATE ROADWAY SHALL BE REMOVED CONTINUOUSLY.
14. CONTRACTOR TO MAINTAIN A DRY SURFACE PRIOR TO BUILDING.
15. ELEVATION INFORMATION REFERENCED TO CITY OF CHICAGO APPROXIMATE ELEVATION SHALL BE REFERENCED TO ORIGINAL PLAN OF SURVEY FOR FURTHER INFORMATION.



**PROPOSED ATHLETIC FACILITIES GRADING PLAN**  
 Sheet No. **C3.0**

Project Information

Project No.	08-122
Drawn	APV
Checked	JBS
Approved	JBS

Revisions

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 Cook County  
 Illinois

**LEGEND AND ABBREVIATIONS:**

- APPROXIMATE LIMITS OF DISTURBANCE
- CATCH BASIN (CB)
  - MANHOLE (MH)
  - AREA DRAINAGE (AD)
  - CLEARCUT (CC)
  - SCOPE
  - STORMWATER RUNOFF
  - OVERFLOW
  - MATCH LINES (ELEVATION)
  - SPOT ELEVATION
  - MARK WATER LEVEL
  - SET FENCE
  - WELFFATER

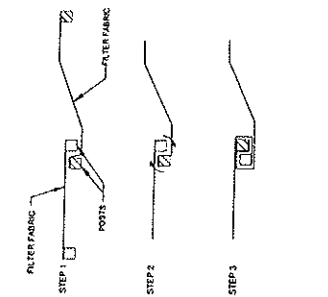
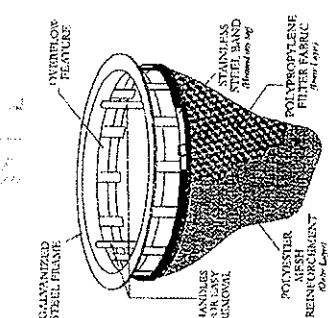
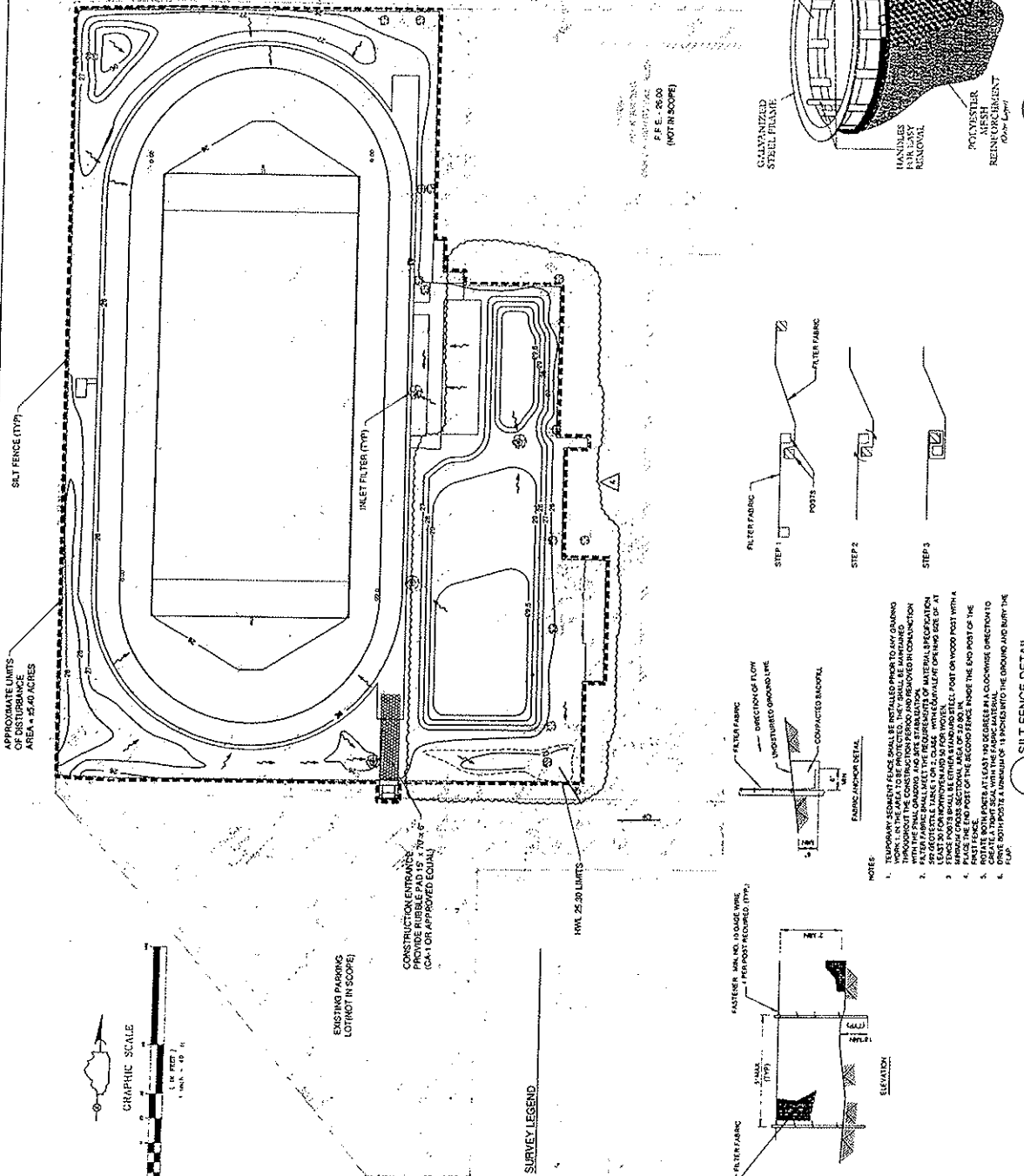
**EROSION & SEDIMENT CONTROL NOTES:**

- THE SEDIMENTATION AND EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH THE CITY ORDINANCES AND SPECIFICATIONS FOR SOIL AND SEDIMENTATION CONTROL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, MAINTENANCE AND REMOVAL OF ALL EROSION AND SEDIMENT CONTROL MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, MAINTENANCE AND REMOVAL OF ALL EROSION AND SEDIMENT CONTROL MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, MAINTENANCE AND REMOVAL OF ALL EROSION AND SEDIMENT CONTROL MEASURES.
- A COPY OF THE SOIL EROSION AND SEDIMENT CONTROL PLAN SHALL BE MAINTAINED ON THE SITE AT ALL TIMES.
- BEFORE COMMENCING LAND DISTURBING ACTIVITIES IN ANY AREA OTHER THAN THE DISTURBANCE AREA, THE CONTRACTOR SHALL OBTAIN APPROVAL FROM THE CITY ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, MAINTENANCE AND REMOVAL OF ALL EROSION AND SEDIMENT CONTROL MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, MAINTENANCE AND REMOVAL OF ALL EROSION AND SEDIMENT CONTROL MEASURES.
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**PROPOSED ATHLETIC FACILITIES  
EROSION & SEDIMENT CONTROL PLAN**

Sheet No. **C3.1**

Project Information	04/15/20
Project No.	APV
Design	JBS
Checked	JBS
Approved	



- NOTES:**
- TEMPORARY SEDIMENT FENCE SHALL BE INSTALLED PRIOR TO ANY GRADING WORK IN THE AREA TO BE PROTECTED. THE FENCE SHALL BE MAINTAINED WITH THE PULL STRAPS AND SHALL BE REMOVED IN CONNECTION WITH THE FINAL GRADING AND SHALL BE MAINTAINED IN CONNECTION WITH THE FINAL GRADING AND SHALL BE REMOVED IN CONNECTION WITH THE FINAL GRADING.
  - SEDIMENTATION AND EROSION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY ORDINANCES AND SPECIFICATIONS FOR SOIL AND SEDIMENTATION CONTROL.
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**REVISIONS**

NO.	DATE	ISSUE
1	04/15/20	PERMITS SET
2	04/15/20	REVISED PER OWNER REVIEW
3	04/15/20	REVISED PER OWNER REVIEW
4	04/15/20	LIMITED REVISIONS

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**LEGEND AND ABBREVIATIONS:**

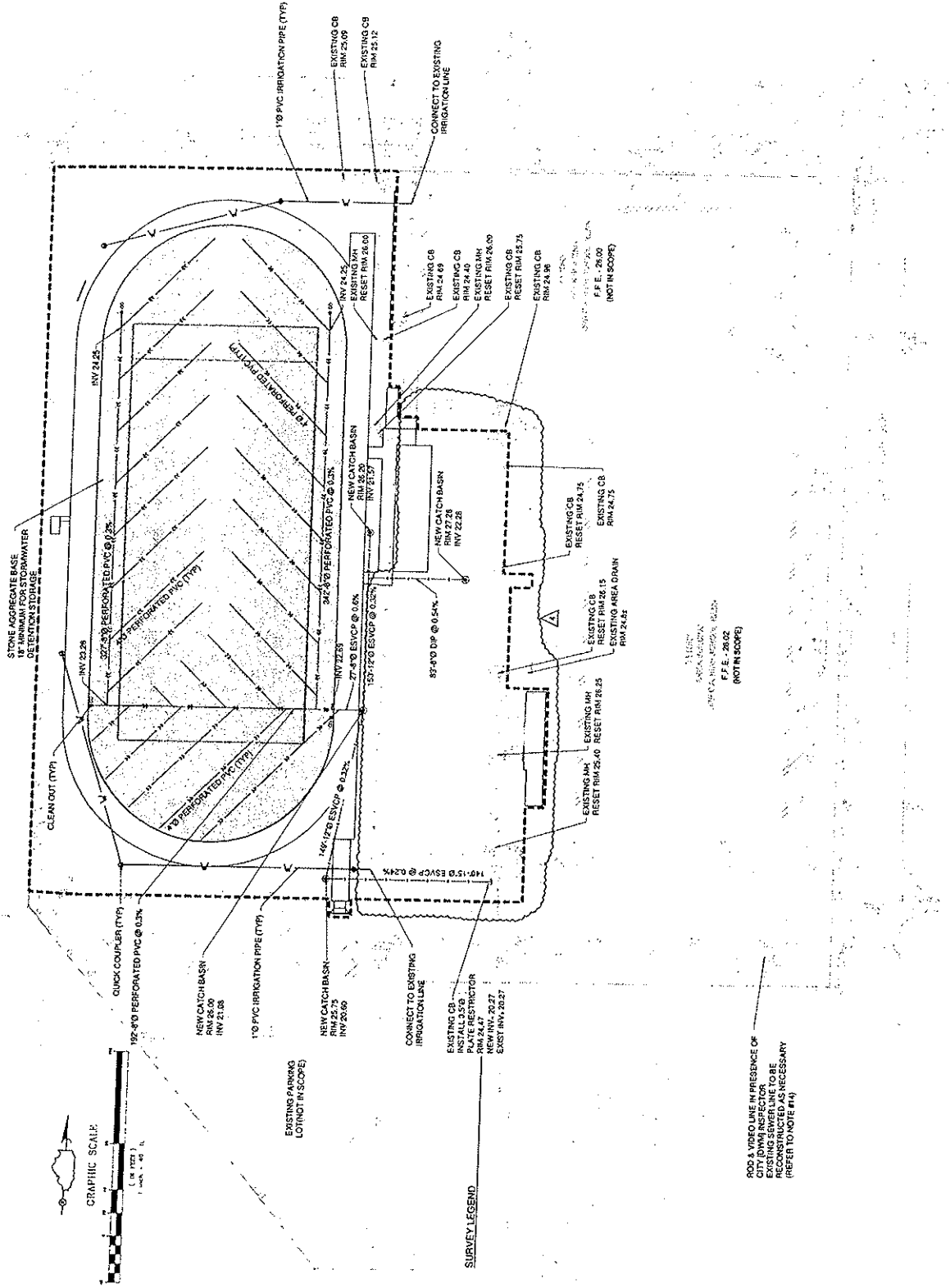
- ④ CATCH BASIN (CB)
- ⊙ MANHOLE (MH)
- SINK COUPLER
- CLEAN OUT (CO)
- HANDBOOK
- STORM PIPE
- PERFORATED PVC PIPE
- WATER IRRIGATION PIPE
- ELECTRICAL CONDUIT
- (COMPATIBLE WITH ELECTRICAL PUMPS)

**UTILITY NOTES:**

1. THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES SHALL BE DETERMINED FROM ALL UTILITY COMPANIES, INCLUDING UTILITIES, BEFORE CONSTRUCTION COMMENCES. EXISTING UTILITIES SHALL BE MARKED BY THE CONTRACTOR PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.
2. THE CONTRACTOR IS TO UNCOVER ALL LINES BEING RELOCATED AND VERIFY UNDER THE ANY CONSTRUCTION.
3. CALL DEPT. OF PUBLIC WORKS PRIOR TO DOING FOR ANY UTILITY RELOCATION.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTRACTOR TO THE ORIGINAL CONTRACTOR.
5. THE CONTRACTOR MUST COMPLY WITH ALL FEDERAL, STATE AND LOCAL CODES.
6. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND PAY THE RELEVANT FEES TO THE CITY OF CHICAGO PRIOR TO COMMENCING WORK.
7. ALL WORK AND MATERIALS WHICH DO NOT CONFORM TO THE CONTRACTOR'S SPECIFICATIONS SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.
8. ESDCP SEWER SHALL CONFORM TO ALL SPECIFICATIONS FOR MATERIALS AND JOINTS (ASTM D2700-04).
9. CONTRACTOR TO PERFORM ORANGE TEST OF PROPOSED SEWER LINE PER ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.
10. A WATER MAIN SHALL BE SEPARATED FROM A SEWER BY A MINIMUM OF 18" VERTICAL SEPARATION. THE WATER MAIN SHALL BE SEPARATED FROM A SEWER BY A MINIMUM OF 18" VERTICAL SEPARATION. THE WATER MAIN SHALL BE SEPARATED FROM A SEWER BY A MINIMUM OF 18" VERTICAL SEPARATION.
11. WHERE A WATER MAIN CROSSING OCCURS, THE WATER MAIN SHALL BE PROTECTED BY A 12" CONCRETE PIPE RING. THE WATER MAIN SHALL BE PROTECTED BY A 12" CONCRETE PIPE RING.
12. CONTRACTOR IS TO RESTORE ALL STREET PAVEMENT PER CITY OF CHICAGO REQUIREMENTS.
13. APPROVAL TO UTILIZE EXISTING SEWER LINE PER DEPARTMENT OF PUBLIC WORKS. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND PAY THE RELEVANT FEES TO THE CITY OF CHICAGO PRIOR TO COMMENCING WORK.
14. APPROVAL TO UTILIZE EXISTING SEWER LINE PER DEPARTMENT OF PUBLIC WORKS. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND PAY THE RELEVANT FEES TO THE CITY OF CHICAGO PRIOR TO COMMENCING WORK.
15. CONTRACTOR SHALL CLEAN AND ALL EXISTING CATCH BASINS AND MANHOLES STRUCTURES AS NECESSARY TO CONFORM WITH CITY STANDARDS AND MAINTAINANCE OF THE SETTING OF REVEALEMENTS.

**STORMWATER NOTES:**  
 1. THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES SHALL BE DETERMINED FROM ALL UTILITY COMPANIES, INCLUDING UTILITIES, BEFORE CONSTRUCTION COMMENCES. EXISTING UTILITIES SHALL BE MARKED BY THE CONTRACTOR PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.

**PROPOSED ATHLETIC FACILITIES UTILITY PLAN**  
 Sheet No. **C4.0**



Project Information

Project No.	08-152
Drawn	A.P.V.
Checked	J.S.S.
Approved	J.B.S.

Revisions

DATE	ISSUE
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2. 11/10/08	REVISED PER OWNER REVIEW
3. 11/10/08	REVISED PER OWNER COMMENTS
4. 11/10/08	REVISED PER OWNER COMMENTS

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 Illinois

PROG & VORLINE IN PRESENCE OF CITY (DWM) INSPECTOR EXISTING SEWER LINE TO BE RELOCATED AS NECESSARY (REFER TO NOTE #74)

STORMWATER NOTES:  
 1. THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES SHALL BE DETERMINED FROM ALL UTILITY COMPANIES, INCLUDING UTILITIES, BEFORE CONSTRUCTION COMMENCES. EXISTING UTILITIES SHALL BE MARKED BY THE CONTRACTOR PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.

APPROVAL TO UTILIZE EXISTING SEWER LINE PER DEPARTMENT OF PUBLIC WORKS. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND PAY THE RELEVANT FEES TO THE CITY OF CHICAGO PRIOR TO COMMENCING WORK.

**OWNER INFORMATION**

THE PEOPLE REPRESENTED BELOW ARE INVOLVED WITH AND RESPONSIBLE FOR THE PROPOSED ATHLETIC FACILITIES AS DETAILED ON THIS DRAWING. THE PEOPLE REPRESENTED BELOW ARE RESPONSIBLE FOR THE PROPOSED ATHLETIC FACILITIES AS DETAILED ON THIS DRAWING. THE PEOPLE REPRESENTED BELOW ARE RESPONSIBLE FOR THE PROPOSED ATHLETIC FACILITIES AS DETAILED ON THIS DRAWING.

**O & M PLANSITE MAP:**

- THE SITE MAP OUTLINES THE LOCATION OF ALL IMPS AND DOCUMENTS THE FOLLOWING:
1. DRAINAGE PATTERNS
  2. STORMWATER RUNOFF FLOW DIRECTION
  3. LOCATION OF ALL FIELDS TO BE PROPERLY MAINTAINED AS OPENED WETLANDS
  4. OPTIMIZED STRUCTURES & MANHOLES TO BE PROPERLY MAINTAINED

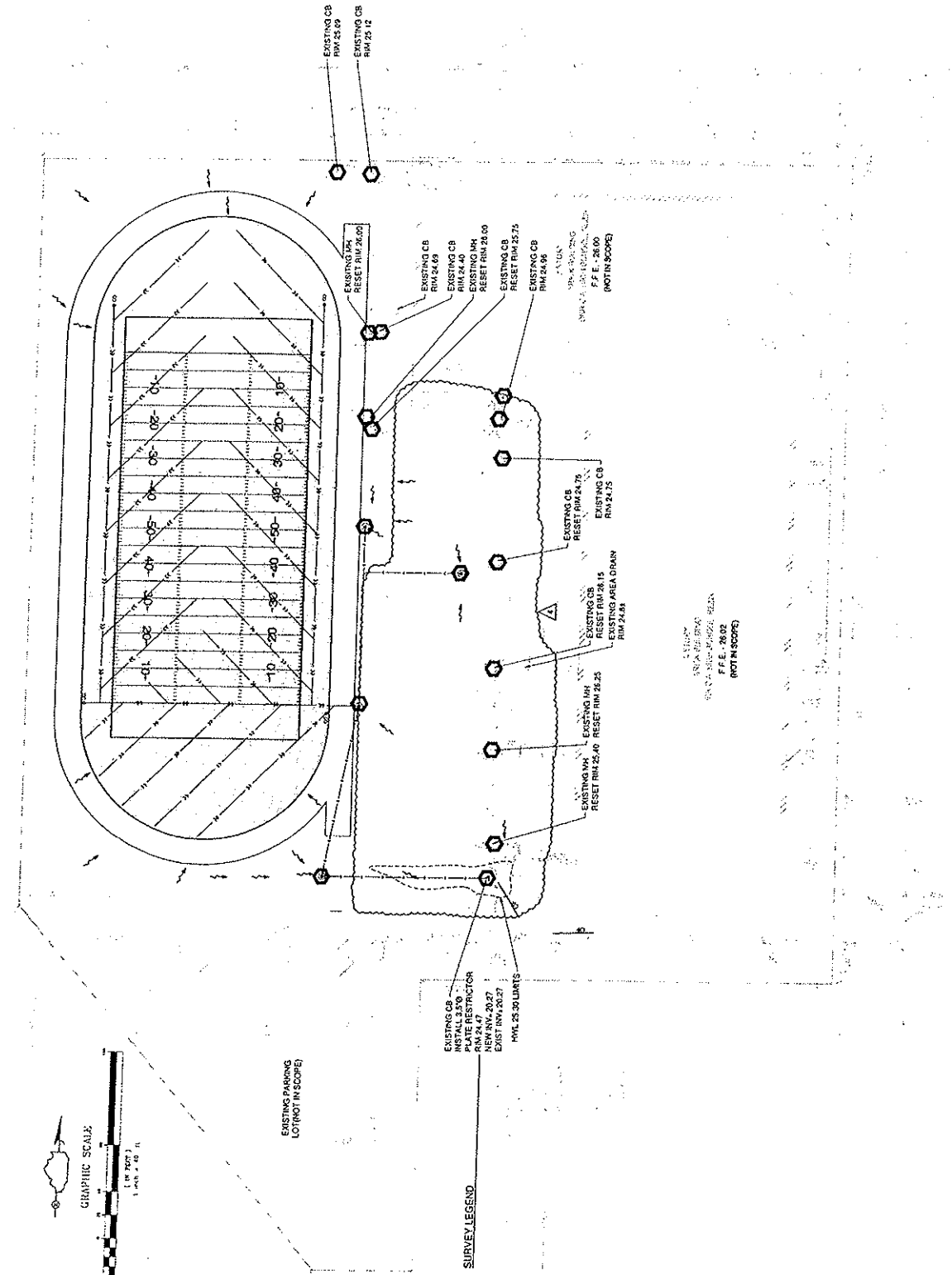
**O&M PRACTICES AND IMPLEMENTATION SCHEDULE**

INFORMATION IN THIS SECTION OUTLINES THE SCHEDULE FOR IMPLEMENTING AND MAINTAINING THE FOLLOWING:

1. O&M PLAN PROCEDURES AND PRACTICES MUST BE REVIEWED AND ASSIGNED ANNUALLY.
2. O&M PLAN PROCEDURES AND PRACTICES MUST BE REVIEWED AND ASSIGNED ANNUALLY.
3. O&M PLAN PROCEDURES AND PRACTICES MUST BE REVIEWED AND ASSIGNED ANNUALLY.
4. O&M PLAN PROCEDURES AND PRACTICES MUST BE REVIEWED AND ASSIGNED ANNUALLY.

**TOWN FIELD**

1. KEEP TOWN FIELD FREE FROM GLASS, COMBUSTIBLES, PERISHABLES AND ANY OTHER OBJECTS THAT WILL BE DAMAGED TO LAYERS.
2. CLEAN OUT OPEN BOTTOM OF WELLS AND CALCULATING THROUGH THE JOURNALS.
3. TREAT WELLS WITH A BIODEGRADABLE WEED KILLER.
4. INFILL REPLACEMENTS AT CERTAIN AREAS OF THE FIELD MUST HAVE INTENSIVE AND REPETITIVE USE.
5. EVERY 4 WEEKS.
6. EVERY 63 WEEKS.
7. EVERY 63 WEEKS.
8. EVERY 63 WEEKS.
9. EVERY 63 WEEKS.
10. EVERY 63 WEEKS.
11. EVERY 63 WEEKS.
12. EVERY 63 WEEKS.
13. EVERY 63 WEEKS.
14. EVERY 63 WEEKS.
15. EVERY 63 WEEKS.



<b>PROPOSED ATHLETIC FACILITIES</b>	
<b>SWMF O &amp; M PLAN</b>	
Sheet No.	<b>C4.1</b>
Project Information	Project No. 06-152
	Drawn: APV
	Design: APV
	Checked: JBS
	Approved: JBS

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4/1/2008	REVISED PER CITY

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**EXHIBIT C**

**SCHEDULE FOR PREMISES AND BOARD'S ATHLETIC FACILITIES**