

**INTERGOVERNMENTAL AGREEMENT**  
**TO LEASE PROPERTY AND FOR THE USE OF THE BASEBALL COMPLEX AT**  
**MT. GREENWOOD PARK**

This **INTERGOVERNMENTAL AGREEMENT TO LEASE PROPERTY AND FOR THE USE OF THE BASEBALL COMPLEX AT MT. GREENWOOD PARK** (the "Agreement"), dated as of this 3<sup>rd</sup> day of August 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 North Fairbanks, Chicago Illinois 60611.

**RECITALS:**

- A. The Board controls the land and improvements in the area bounded by South Pulaski Road on the west; South Hamlin Avenue on the east; West 111<sup>th</sup> Street on the north; and West 115<sup>th</sup> Street on the South. The Board leased approximately twenty-three (23) acres of unimproved land to the District in April 1991. The District improved this leased area with a baseball field. This lease expired in April 2001.
- B. The District wishes to enter into this Agreement to lease from the Board the previous twenty-three (23) acres and an additional four (4) acres of land for a total of approximately twenty-seven (27) acres. The twenty-seven (27) acres ("Premises") is more fully described in **Exhibit A** attached hereto and incorporated herein.
- C. The District intends to improve the Premises with baseball fields and a football/soccer practice field (the "Improvements"). The Board and the District have agreed to cooperate regarding the use of the Premises for conducting the Board's athletic activities as further described herein.
- D. By resolution adopted on July 14, 2004, the Board of Commissioners of the Park District authorized entering into an intergovernmental agreement for the lease of the Premises and the use of the Improvements.
- E. By Board Report No.04-0623-OP8, dated June 23, 2004, the Board approved entering into an intergovernmental agreement with the Park District for the lease of the Premises and the use of the Improvements.
- F. 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 Effective Date (“Term”). This Agreement shall be extended automatically for two (2) successive ten (10) year periods (“Renewal Term(s)”) unless a party to this Agreement notifies the other party of its intention not to renew at least one hundred twenty (120) days prior to the commencement of the succeeding Renewal Term.

## **SECTION III GRANT OF LEASE AND USE OF PREMISES**

3.1 **Grant of Lease.** The Board rents and leases to the District, to occupy, improve and to use for recreational purposes the Premises fully described in Exhibit A and consisting of approximately twenty-seven (27) acres.

3.2 **Rent.** The District shall pay rent to the Board for use of the Premises in the amount of one dollar (\$1.00) per annum.

3.3 **Improvements to Premises.** The District shall cause to be constructed on the Premises one junior baseball field, one softball field, one senior baseball field and one ball field for children with mental and physical disabilities (the “Baseball Fields”), and a football/soccer practice field (collectively, the “Improvements”). The District will be responsible for the costs of constructing the Improvements.

3.4 **Maintenance and Repairs.** The District shall operate and maintain the Premises and the Improvements thereon and undertake the cost of such operation and maintenance.

3.5 **Use of the Premises by the Board.** Upon completion of the construction of the Improvements, the Chicago Agricultural High School (the “School”) shall be allowed to use the

Premises for its athletic activities. Pursuant to the Donation Agreement between the District and Chicago White Sox Charities, Inc. ("CWSC"), dated July \_\_\_, 2004, Chicago White Sox Charities shall have exclusive use of the Baseball Fields for twelve (12) dates during the year. Subject to CWSC's twelve (12) dates, the School shall have priority use of the senior baseball field and the softball field for its boys' baseball team and its girls' softball team for practices and games during their respective seasons, including any playoff games. The School shall also have priority use of the football/soccer practice field during football and soccer seasons, including any playoff games. By March 1 of each year of this Agreement, the Principal of the School and the Park Supervisor of the Mt. Greenwood Park (the "Park") shall meet and determine a usage schedule for the remainder of the present school year and for the upcoming school year, including the summer months, for the Premises (the "Annual Usage Schedule"). 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. In the event the District incurs additional operation and maintenance expenses resulting from the usage of the Premises by the Board, the Board's Chief Operating Officer and the District's Chief Operating Officer will meet to establish an annual budget for such additional costs. Upon presentation of an invoice for such additional operation and maintenance expenses, as agreed by the parties, the Board shall reimburse the District up to an amount not to exceed the budget.

**3.6 Responsibility and Supervision of Programs.** Board programs at the Premises 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. The District shall not have any responsibility for transporting field equipment used in Board programs or events.

**3.7 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.

**3.8 Parking Lot.** The Board grants a non-exclusive license to the District for use of the parking lot immediately adjacent to the School and as indicated in **Exhibit B** attached hereto.

**3.9 Construction Easement.** The Board hereby grants to the District and its contractors a temporary construction easement over the School property for construction activities related to the Improvements. The location of the temporary construction easement and stipulations imposed on this construction easement shall be determined by the District's contractor, in consultation and agreement with the authorized Board representative for the project.

In granting this construction easement, the Board hereby requires the District to, or cause its contractor(s) to secure, pay for, and maintain during the construction, insurance in the following minimum coverages and limits of liability.

- (1) Worker's Compensation and Employer's Liability Insurance with limits of not less than \$500,000
- (2) Comprehensive General Liability Insurance (including Owner's and Contractor's Protective Liability) in an amount not less than \$1,000,000 per occurrence, whether involving bodily injury liability (or death resulting therefrom) or property damage liability or a combination thereof with a minimum aggregate limit of \$5,000,000

All policies (except the worker's compensation policy) shall be endorsed to include the Board as additional named insured. Such endorsements shall also provide that the Board be given thirty (30) days' prior written notice of any reduction, cancellation, or non-renewal of coverage by certified mail, return receipt requested (except that ten (10) days' notice shall be sufficient in the case of cancellation for non-payment of premium) and shall provide that the insurance coverage afforded to the Board shall be primary to any insurance carried independently by the Board. Each such policy shall also contain, whether by endorsement or otherwise, a waiver of subrogation clause in favor of the Board, the effect of which shall be to waive the insurers' rights of recovery against the Board.

To the fullest extent permitted by law, the District and its contractor(s) shall indemnify and hold harmless the Board from and against all claims, damages, liabilities, losses and expenses of whatever nature, including but not limited to reasonable attorneys' fees, the cost of any repairs to the Board's property necessitated by activities of the District or its contractor(s), or bodily injury to persons or damage to property of the Board, arising out of or resulting from any actions by the District or its contractor(s) upon the Board's property.

**3.10 Covenants of the District.** The District on its part covenants as follows: (i) The District shall not commit waste on the Premises; (ii) The District shall use the Premises for recreational purposes; and (iii) The District shall leave the Premises at the expiration of the Term or any Renewal Term in good condition, excepting reasonable wear and tear.

**3.11 Covenants of the Board.** The Board on its part covenants as follows: (i) If the District is not in default hereunder, the District shall have an unrestricted right, but at the District's expense, to rearrange, remodel, modernize or alter the improvements and equipment now or hereafter located on the Premises; and (ii) Any required approvals of the Board to changes in or reconstruction after damage or destruction by casualty of the improvements and equipment on the Premises, if any, will not be unreasonably withheld.

**3.12 Mutual Covenants.** It is mutually agreed by and between the Board and the District that:

- (a) The Board shall not be obligated to incur any expense for repairs to or maintenance of the Premises except for those expenses incurred by the Board pursuant to Section 3.2 herein.

- (b) If all or part of the improvements forming a part of the Premises are damaged or destroyed by fire or other casualty, this Agreement shall terminate upon the election of the District, said election to be made by written notice to the Board within thirty (30) days of such casualty. Should the District not elect to terminate this Agreement, then the District shall, at its sole expense, commence promptly the repairing or rebuilding of such improvements and complete the same within a year from the date of such damage or destruction to at least as good a condition as such improvements were immediately prior to such damage or destruction.
- (c) All fixtures and equipment of whatsoever nature as shall have been installed in the Premises by the District, whether permanently affixed thereto or otherwise (except such as constitute a part of the Premises) shall continue to be the property of the District, and may be removed by the District at any time, provided the District shall at the District's own expense repair any injury to the Premises resulting from such removal.
- (d) So long as the District performs all of its covenants, agreements and obligations hereunder, the Board covenants that the District shall have the peaceful and quiet enjoyment of the Premises without let or hindrance on the part of the Board, and that the Board will warrant and defend the District in the peaceful and quiet enjoyment of the Premises against the lawful claims of all persons claiming by, through or under the Board other than the District.
- (e) If the District shall at any time be in default in the performance of any the covenants, terms, conditions or provisions of this Agreement and the District shall fail to remedy or commence to remedy with diligence and dispatch such default within thirty (30) days after written notice thereof from the Board; or if the District shall make an assignment for the benefit of creditors, or if a receiver of any property of the District in or upon the Premises be appointed in any action, suit or proceeding by or against the District and the decree or order not set aside, vacated or stayed within sixty (60) days of entry thereof, or if the interest of the District in the Premises shall be sold under execution or other legal process, it shall be lawful for the Board to enter upon the Premises, and again have, repossess and enjoy the same as if this Agreement had not been made, and thereupon this Agreement and everything herein contained, on the part of the Board to be done and performed shall cease.

- (f) The District shall remove within sixty (60) days all liens filed, levied or suffered against the Premises or public funds arising out of work incurred by the District unless such liens are the subject of bona fide contest as provided in subparagraph (g) of this Section 3.9.
- (g) The District shall not be required to pay, discharge or remove any tax, tax lien, mechanic's lien on public funds, forfeiture or other imposition or charge against the Premises, or any part thereof, or the improvements at any time situated thereon, so long as the District shall in good faith contest the same or the validity thereof by appropriate proceedings which shall operate to prevent the collection of the tax, forfeiture, lien or imposition so contested, and the sale of the Premises, to satisfy the same and that pending any such legal proceedings the Board shall not have the right to pay, remove, or discharge the tax, forfeiture, lien or imposition thereby contested, provided the District shall, prior to the date such reasonable security as may be demanded by the Board to insure such payment and prevent any sale or forfeiture of the Premises by reason of such non-payment, not to exceed one and one-half times the amount of such tax, forfeiture or lien, including any penalties and interest charges thereon imposed by law.

3.10 **Removal of Storage Tank.** The Board shall be responsible for removing the above ground fuel storage tank located on the Premises at its expense. If required by any applicable environmental law or regulation, the Board shall conduct at its expense soil tests in the vicinity of the fuel storage tank in order to assess any levels of soil contamination.

#### **SECTION IV INDEMNITIES**

4.1 **The Board.** 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, out of the acts or omissions of 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.

4.2 **The District.** 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, out of the acts or omissions of 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.

**SECTION V**  
**NOTICES**

5.1 **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 receipted, 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.

5.2 **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 VI  
MISCELLANEOUS PROVISIONS**

6.1 **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.

6.2 **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.

6.3 **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.

6.4 **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.

6.5 **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.

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

6.7 **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.

6.8 **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.



6.9 **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 Parking Lot. 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 Parking Lot.

6.10 **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 use of the Premises.

6.11 **Subordination.** This Agreement is subordinate to all mortgage and public financing instruments that may now or hereinafter affect the Premises.

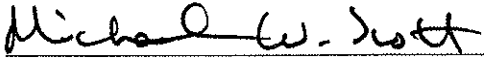
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

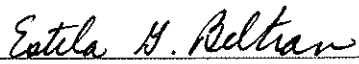
**CHICAGO PARK DISTRICT**

**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: 04-0623-0P8



Approved as to Legal Form:   
  
Ruth Moscovitch, General Counsel

EXHIBIT A

LEGAL DESCRIPTION

Previous Leased Area

THAT PART OF SECTION 23, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, AS REFERENCED AS SUB AREA C IN THE CITY OF CHICAGO JOURNAL PAGES 45653 THROUGH 45670 DATED FEBRUARY 9, 1994, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 23; THENCE ON ASSUMED BEARING OF SOUTH 02 DEGREES 09 MINUTES 56 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER, 1297.31 FEET TO THE NORTH LINE OF WEST 115<sup>TH</sup> STREET, BEING A LINE 33.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 23; THENCE SOUTH 88 DEGREES 25 MINUTES 01 SECOND WEST ALONG SAID LINE, 1282.12 FEET TO THE EAST LINE OF SOUTH PULASKI (CRAWFORD) AVENUE, BEING A LINE 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 23; THENCE NORTH 02 DEGREES 10 MINUTES 23 SECONDS WEST ALONG SAID LINE, 430.02 FEET TO A LINE LYING 430.00 FEET NORTH OF AND PARALLEL WITH SAID NORTH LINE OF WEST 115<sup>TH</sup> STREET; THENCE NORTH 88 DEGREES 25 MINUTES 01 SECOND EAST ALONG SAID PARALLEL LINE, 1140.17 FEET TO A LINE LYING 142.00 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER; THENCE NORTH 02 DEGREES 09 MINUTES 56 SECONDS WEST ALONG SAID PARALLEL LINE, 1084.90 FEET; THENCE SOUTH 88 DEGREES 24 MINUTES 01 SECONDS WEST PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER, 413.30 FEET; THENCE NORTH 02 DEGREES 21 MINUTES 08 SECONDS WEST, 520.01 FEET; THENCE NORTH 88 DEGREES 26 MINUTES 11 SECONDS EAST, 590.00 FEET TO THE EAST LINE OF THE WEST 33.00 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23-37-13; THENCE SOUTH 02 DEGREES 09 MINUTES 56 SECONDS EAST ALONG SAID EAST LINE, 340.00 FEET; THENCE SOUTH 88 DEGREES 56 MINUTES 46 SECONDS WEST, 33.00 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 02 DEGREES 09 MINUTES 56 SECONDS EAST ALONG SAID EAST LINE, 397.58 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINING 23.09 ACRES, MORE OR LESS.

New Leased Area

THAT PART OF SECTION 23, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, AS REFERENCED AS SUB AREA B IN THE CITY OF CHICAGO JOURNAL PAGES 45653 THROUGH 45670 DATED FEBRUARY 9, 1994, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 23; THENCE ON ASSUMED BEARING OF SOUTH 88 DEGREES 24 MINUTES 31 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER, 142.00 FEET TO A LINE LYING 142.00 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF THE NORTHWEST QUARTER OF SAID NORTHWEST QUARTER, BEING ALSO AN EAST LINE OF SAID SUB AREA B; THENCE NORTH 02 DEGREES 09 MINUTES 56 SECONDS WEST ALONG SAID LINE, 37.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 02 DEGREES 09 MINUTES 56 SECONDS WEST ALONG SAID LINE, 180.00 FEET TO A NORTH LINE OF SAID SUB AREA B; THENCE SOUTH 88 DEGREES 24 MINUTES 01 SECOND WEST ALONG SAID NORTH LINE, PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER, 413.30 FEET TO AN EAST LINE OF SAID SUB AREA B; THENCE NORTH 02 DEGREES 21 MINUTES 08 SECONDS WEST ALONG SAID EAST LINE, 520.01 FEET TO A NORTH LINE OF SAID SUB AREA B; THENCE SOUTH 88 DEGREES 26 MINUTES 11 SECONDS WEST, 141.70 FEET; THENCE SOUTH 02 DEGREES 09 MINUTES 56 SECONDS EAST, 700.00 FEET; THENCE NORTH 88 DEGREES 24 MINUTES 31 SECONDS EAST PARALLEL WITH SAID SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, 556.70 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINING 4.00 ACRES, MORE OR LESS.

EXHIBIT B  
AERIAL PHOTO

# MT. GREENWOOD PARK LEASE



CHICAGO PARK DISTRICT  
PLANNING & DEVELOPMENT  
BF: 9-2-2003

