

**INTERGOVERNMENTAL AGREEMENT FOR
TRANSFER OF PROPERTY AND GRANT OF PERMANENT EASEMENT
(PROJECT PD- 23 AND ADJOINING PARKING STRUCTURE)**

This Intergovernmental Agreement ("Agreement"), made as of the 30th day of March 2010 (the "Effective Date"), is entered into by and among the Public Building Commission of Chicago, an Illinois municipal corporation having its offices at the Richard J. Daley Center, Room 200, Chicago, Illinois 60602 (the "Commission"), the Board of Education of the City of Chicago, a body politic and corporate, having its principal offices at 125 South Clark Street, Chicago, Illinois 60603 (the "Board") and the City of Chicago, an Illinois municipal corporation having its principal offices at City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602 (the "City") acting by and through its Department of General Services ("DGS"), by and through its Department of Police ("Department") and by and through its Office of Budget and Management, (collectively, the "Departments"). The Commission, the Board and the City are sometimes referred to collectively as the "Parties."

RECITALS

WHEREAS, the Legislature of the State of Illinois passed an act to authorize the creation of public building commissions and to define their rights, powers and duties, approved July 5, 1955, as amended (the "Commission Act") to facilitate the construction, improvement and enlargement of buildings and facilities at convenient locations within the county seats and municipalities.

WHEREAS, pursuant to the Commission Act, the City Council ("City Council") of the City, on March 28, 1956, by Ordinance, created the Commission for the purpose of assisting in the funding and constructing of public buildings, facilities and improvements.

WHEREAS, the Board, a body politic and corporate created pursuant to 105 ILCS 5/31-2, joined in the creation of the Commission on April 11, 1956.

WHEREAS, the Commission has heretofore undertaken the acquisition, construction, alteration, repair, renovation, rehabilitation and equipping of buildings, facilities and improvements for use by various public bodies including the Board and the City.

WHEREAS, pursuant to a Master Intergovernmental Agreement between the City and the Commission dated as of December 7, 2007 (the "Master Agreement"), the Commission has undertaken the acquisition and construction of a district police station and adjoining parking garage in the vicinity of West Addison Street and North Halsted Street as depicted on the site plan attached hereto as **Exhibit A** (the "Project").

WHEREAS, the police station is being constructed on an approximately 42,000 square foot parcel of vacant land currently used as a parking lot by the Board and its licensees at the northeast corner of West Addison Street and North Fremont Street and legally described on **Exhibit B-1** (the "Police Station Parcel").

WHEREAS, the Commission owns the Police Station Parcel and the adjoining LeMoyne School located at 851 West Waveland for the benefit of the Board pursuant to the issuance of the Commission's Building Revenue Bonds, Series A of 1993 (the "Bonds").

WHEREAS, the parking garage has been constructed primarily on an approximately 40,736.3 square foot parcel of property located on the property commonly known as 812-830 West Addison Street and legally described on **Exhibit B-2** (the "Parking Garage Parcel").

WHEREAS, the Commission acquired title to and currently owns the Parking Garage Parcel for the benefit of the City pursuant to the Master Agreement.

WHEREAS, the Parking Garage Parcel has been developed to provide for the dedicated access and exclusive use of 111 parking spaces by the Board and its licensees (the "BOE-Garage") and the dedicated access and exclusive use of 250 parking spaces by the City and its personnel and permittees (the "City-Garage") (collectively, the BOE-Garage and the City-Garage are referred to herein as the "Garage").

WHEREAS, the Commission, the Board and the City have cooperated in the planning and development of the Project and desire to further provide for the payment of the costs of the Project, the conveyance of the Police Station Parcel and the grant of a permanent easement to the BOE-Garage and maintenance of the BOE-Garage following completion of the Project.

WHEREAS, by resolution, adopted in Board Report 08-0723-OP1, on July 23, 2008 the Board authorized the Commission to construct the police station on the Police Station Parcel for the benefit of the City pursuant to the Master Agreement and directed the Commission to convey fee simple title to the Police Station Parcel to the City upon completion of the Project.

WHEREAS, on July 30, 2008, the City Council of the City adopted an ordinance published in the Journal of Proceedings for said date at pages 34776 to 34803, among other things, approving the payment of the costs incurred by the Commission to construct the BOE-Garage, the City's acceptance of title to the improved Police Station Parcel and the improved Parking Garage Parcel, and authorizing the City to grant a permanent easement (substantially in the form attached hereto as **Exhibit D**) in and to the BOE-Garage to the Board and its licensees and providing for the maintenance of the BOE-Garage by the City upon completion of the Project.

WHEREAS, the parties have determined that it is necessary, desirable and in the public interest to enter into this Agreement pursuant to the Intergovernmental Cooperation Act of the State of Illinois in order to set forth their respective objectives, duties and responsibilities and to describe the procedures and guidelines applicable to the Project.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION I INCORPORATION OF RECITALS

The recitals set forth above constitute an integral part of this Agreement and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the Parties.

SECTION II DEFINITIONS

For purposes of this Agreement, each of the following terms shall have the respective meaning assigned to it as follows:

Authorized Board Representative: The person or entity employed, or retained by the Board to Act as the Board's representative in attending meetings, providing notices, and otherwise implementing the terms of this Agreement.

Authorized Commission Representative: The person or entity employed or retained by the Commission to provide planning, development, construction management, administration and/or coordination services for the Project.

Authorized Department Representatives: The persons employed or retained by the Departments to attend meetings, review documents and participate in the implementation of the Project.

Authorized DGS Representative: The Commissioner of DGS, including the duly designated representative thereof, who is designated as the City's representative in the planning and implementation of the Program, who shall act in consultation with the Office of Budget and Management and the Department of Police on the City's behalf hereunder.

Budget: The current budget for the design and construction of the Garage Project as set forth on **Exhibit C** attached hereto and incorporated herein by reference. For purposes of this Agreement, the term "Budget" includes, as the case may be, any subsequent and final budget(s) approved by the Authorized Department Representatives and the Authorized Commission Representative after the date hereof.

Budget Director: The Budget Director of the City, including the duly designated representative thereof, designated by the City to receive notices pursuant to this Agreement and otherwise act as the City's representative in implementing the financial requirements of this Agreement.

Certificate of Occupancy: The certificate issued by the authority having jurisdiction to certify that the Project or portion thereof has been sufficiently completed for beneficial use and occupancy to commence.

City Council: The City Council of the City.

Contract: A contract, including all of the Contract Documents as described therein, between the Commission and a Contractor to perform services and/or provide labor, materials, equipment and other Work and facilities required for the completion of the Project.

Contractor: An individual or firm that contracts with the Commission to perform services and/or provide Work in connection with the Project in accordance with this Agreement.

Departments: As defined in the preamble.

DGS: The Department of General Services of the City.

Final Completion: The last date on which all of the following events have occurred: the Authorized Commission Representative, Authorized Department Representatives have mutually determined in writing that all Punch List Work and any other remaining Work have been completed in accordance with the Contracts; final inspections have been completed and operations systems and equipment testing have been completed; a Final Certificate of Occupancy has been issued by the authority having jurisdiction; all deliverables under the Contract including, but not limited to, all warranties, operations/maintenance manuals, and as-built drawings, have been provided to the Commission and forwarded to DGS; any LEED Commissioning responsibilities required by the Contract have been completed; and all contractual requirements for final payment to the Contractor have been completed.

Project Account: An existing interest-bearing account of the Commission used for purposes of depositing funds advanced by the City to pay the costs incurred by the Commission in implementing the Project as more fully described in Section 5.1 hereof, provided that at all times such account shall separately account for all funds deposited into and disbursed from it so that the costs of the Projects shall be separately identified and account for.

Project: As defined in the Recitals.

Schedule: The anticipated date or dates on which the Project or portions thereof shall be completed.

Work: Work means the obligations of the Contractor under the Contract. Work includes, unless specifically excluded by the Contract, the furnishing of all materials, labor, equipment, supplies, plant, tools, scaffolding, transportation, superintendence, permits, inspections, occupancy approvals, insurance, taxes and all other services, facilities and expenses necessary for the full performance and completion of the requirements of the Contract. Work also means that which is furnished, Produced, Constructed, or built pursuant to the Contract.

SECTION III DESCRIPTION OF THE PROJECT

Section 3.1. Police Station. The new district police station being constructed on the Police Station Parcel consists of a two-story, 44,000 square foot masonry building with a design based upon the prototype of other new police stations that have been built by the Commission for use by the Chicago Police Department throughout the City.

Section 3.2. Garage. The Garage consists of a four-story, concrete structure designed to accommodate up to 361 vehicles, of which 250 spaces will be dedicated for exclusive use by the City and its personnel and permittees, and 111 spaces of which will be dedicated for exclusive use by the Board and its licensees. The design of the Garage employs a double-helix concept that allows two users to share the Garage while maintaining a separation between them so as to prevent access between the two Garage portions. The BOE-Garage has dedicated access (ingress and egress, accessible to the Board and its invitees, including the general public) at grade level on West Addison Street. The CPD-Garage has dedicated access (ingress and egress not accessible to the general public) along the service drives located east of and adjoining the Police Station being constructed on the Police Station Parcel and north of the Garage structure. Dedicated elevators and exit stairways independently and separately service the BOE-Garage and the CPD-Garage. Signage to identify the BOE-Garage (and the available public parking) and the CPD-Garage is also provided.

SECTION IV CONSTRUCTION OF THE PROJECT

Section 4.1. Responsibilities of the Commission. The Commission has coordinated and managed the planning, design and construction of the Project in accordance with the have Master Agreement and this Agreement. Specific duties and responsibilities of the Commission have included, without limitation, the following:

4.1.1. Engaging or causing to be engaged the services of such architectural, environmental, parking and other design consultants as necessary to prepare bid and construction documents, monitor the work and perform other services as directed by the Commission.

4.1.2. Preparing or causing to be prepared the terms and conditions of the Contract, soliciting or causing to be solicited bids and/or proposals for the Contract and awarding the contract for construction of the Project to the lowest responsible bidder and/or proposer in accordance with the Commission's usual and customary procurement practices.

4.1.3. Obtaining such surveys, environmental tests and other reports and documents as necessary or advisable in order to determine the condition of the site, factors that may affect the cost of the Project and, upon completion of the Project obtaining a survey and legal description for the BOE-Garage and the City-Garage.

4.1.4. Determining the types and amounts of insurance and payment and performance bonds to be provided by the Contractor and requiring, by appropriate provision in the Contract, that the Contractor indemnify, save and hold harmless the Board, the City and the Commission.

4.1.5. Requiring and procuring from the Contractor waivers of all liens or rights of lien for labor and materials or an appropriate lien bond or bonds prior to processing interim and final payment requests.

4.1.6. Applying the funds deposited in the Project Account or otherwise paid by the City solely to obtain the full and faithful completion of the Project in accordance with the Budget unless otherwise authorized by the Budget Director.

4.1.7. Providing such additional services as may be requested by the authorized representatives of the City or the Board providing that sufficient funds are available to pay the costs of such services.

Section 4.2. Coordination among the Commission, the Board, and the Departments. The Commission has apprised and shall apprise the Authorized Board Representative and the Authorized Department Representatives of the status of progress regarding the Project. Upon request, the Commission shall provide the Authorized Board Representative and the Authorized Department Representatives with copies of reports prepared by or for the Commission. The Authorized Board Representative and the Authorized Department Representatives have provided and will provide the Commission with prompt and accurate information regarding the programs and requirements of the Board and the Department so that the progress of the Project will not be impeded. The Board shall cooperate with the Commission and its designated representatives in obtaining any and all approvals pertaining to the use of the Police Station Parcel and execute any and all applications for zoning, permit or the like as may be required in order to complete and operate the Project.

Section 4.3. Enforcement of the Contract. The Commission will comply, and cause the Contractor to comply with the terms and conditions of the Contract as appropriate and applicable, including all applicable federal, state and local laws, codes, ordinances and orders now or hereafter in force. Such requirements include, but are not limited to, accessibility standards for persons with disabilities or environmentally limited persons, Illinois Prevailing Wage Act, the Chicago Human Rights Ordinance, EEO and affirmative action requirements, the Commission's Special Conditions regarding MBE and WBE participation, Chicago residency requirements and community hiring requirements, which are incorporated herein by reference.

SECTION V PAYMENT OF PROJECT COSTS; MAINTENANCE

Section 5.1. Payment of Project Costs. In consideration of the authorization by the Board for the Commission to construct the police station on the Police Station Parcel for the benefit of the City and convey the Police Station Parcel to the City following completion of the Project, the City agrees to pay all costs incurred by the Commission in developing and constructing the Project in accordance with the Budget attached hereto as **Exhibit C**. The City's payment obligations include construction of the BOE-Garage and related infrastructure as approved by the Authorized Board Representative, the Authorized Department Representatives, and the Authorized Commission Representative. All funds paid by the City for the construction of the BOE-Garage shall be deposited in the Project Account and disbursed by the Commission in accordance with the Master Agreement and this Agreement.

Section 5.2. Maintenance and Operation of the BOE-Garage. Following completion of the Project, the City, acting by and through DGS will provide for the maintenance of the BOE-Garage at no cost or expense to the Board as described in this Section 5.2. The

City's maintenance obligations will include, without limitation, elevators, snow removal, utilities, janitorial service, capital improvements to the parking structure and landscaping. The Board at its expense shall provide all equipment necessary for the operation of the BOE-Garage including any payment kiosks, gated keycard mechanism and related facilities. The Board and Board's BOE-Garage operator or licensee shall assume responsibility for maintenance, repair, and replacement of all payment Kiosks and Kiosk-related equipment servicing the BOE-Garage. On days and nights on which Wrigley Field events are scheduled, the Board and/or the Board's BOE-Garage operator or licensee shall provide such security personnel as may be reasonably necessary or appropriate to safely operate the BOE-Garage.

Section 5.3. Leasehold Taxes. Leasehold taxes, if any, are assessed by the appropriate taxing body, shall be paid by the Board or the Board's BOE-Garage operator or licensee as determined by the use or license agreement executed by and between the Board and the Board's BOE-Garage operator or licensee for use of the BOE-Garage.

SECTION VI RIGHTS OF ENTRY

Section 6.1. Police Station Parcel. In consideration for the payment and maintenance obligations of the City as set forth in Section V above, the Board has consented to the construction of the police station on the Police Station Parcel. The Board has granted to the Commission and the City and their respective employees, consultants and the Contractor the right to enter upon the Police Station Parcel for purposes associated with the development and construction of the Project and for the use of such property by the City following construction of the Project. Any Contractor that may enter upon the Police Station Parcel for such purposes at the direction of the Commission or City, as applicable, will be required to indemnify the Commission, the City, the Board and their respective officials, employees, agents and representatives from and against all claims arising out of such entry and to provide to the Commission, the City and the Board, upon request, certificates of insurance evidencing the types and limits of insurance as required by the **Exhibit E** of this Agreement. The Commission, the City and the Board shall be named as Additional Insured on all such insurance policies.

Section 6.2. BOE-Garage. The Commission has used its best efforts to expedite the construction of the Garage. In the event that the Certificate of Occupancy is issued for the Garage prior to the Certificate of Occupancy for the police station and prior to the Commission's conveyance of the improved Parking Garage Parcel to the City, the Commission hereby grants to the Board and its licensees the right to enter upon the BOE-Garage for purposes of conducting its parking operations, provided, however, that the Board and its licensee shall indemnify, save and hold harmless the Commission and the City from and against all claims arising out of such use and provide to the City and the Commission, upon request, certificates of insurance or self insurance, as the case may be, evidencing the types and limits required by **Exhibit E** of this Agreement. The City and the Commission shall be named as Additional Insureds on all such insurance or self insurance policies.

SECTION VII CONVEYANCE OF PROPERTY

Section 7.1. Conveyance of Police Station Parcel. Within ninety (90) days following Final Completion of the police station, the Commission shall convey all of its right, title and interest in the Police Station Parcel to the City, for inclusion in the permanently held inventory managed by DGS. Transfer of title to such property shall be by customary documents of conveyance as provided in the Master Agreement.

Section 7.2. Conveyance of Parking Garage Parcel. Within ninety (90) days following completion of the Garage, the Commission shall convey the improved Parking Garage Parcel to the City. The Commission shall obtain or cause to be obtained a legal description and a vertical survey of the improvements constructed on the Parking Garage Parcel prior to such conveyance and provide the City and the Board with copies of such legal description and survey. Such legal description and survey shall conform to the number of parking spaces and dedicated access requirements of this Agreement and delineate the portions of the Garage that are dedicated to the exclusive use of the Board and its invitees and the exclusive use of the Departments.

SECTION VIII PERMANENT EASEMENT

Section 8.1. After the Commission conveys the improved Parking Garage Parcel to the City, the City shall grant of a permanent easement in and to the BOE-Garage to the Board in substantially the form attached hereto as **Exhibit D**. Approval is hereby granted for the permanent easement to be executed on behalf of the City by the officials designated in the Ordinance without further authorization by the City of Council.

SECTION IX NOTICES

Section 9.1. Notices to Parties. Any notice, certificate or other communication provided pursuant to 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 City:

Budget Director
Office of Management and Budget
City of Chicago
121 North LaSalle Street
Room 604, City Hall
Chicago, Illinois 60602

And the other Department
Representatives:

Commissioner of
Department of General Services
City of Chicago
30 North LaSalle Street – Suite 3700
Chicago, Illinois 60602

Superintendent
Department of Police
City of Chicago
3510 South Michigan Avenue
Chicago, Illinois 60653

with a copy to:

Corporation Counsel
City of Chicago
Room 600
121 North LaSalle
Chicago, Illinois 60602
Attn: Real Estate and Land Use Division

If to the Board:

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

With a copy to:

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

If to the Commission:

Public Building Commission of Chicago
50 West Washington Street
Room 200
Chicago, Illinois 60602
Attn: Executive Director

with a copy to:

Neal & Leroy, LLC
203 North LaSalle Street
Suite 2300
Chicago, Illinois 60601
Attn: Anne L. Fredd

Notices are deemed to have been received by the parties three (3) days after mailing (return receipt) or upon receipt if hand delivered.

Section 9.2. 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 X MISCELLANEOUS PROVISIONS

Section 10.1. 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 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.

Section 10.2. Conflict of Interest. No member of the Board nor any member of any agency, board, commission or department of the City nor any official or employee of the City or the Commission shall have any financial or ownership interest, direct or indirect, in the Project; nor shall any such member, official or employee participate in any decision which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No representative of the Board or the City or the Commission shall be personally liable for the performance of the Board or the City or the Commission of the terms and conditions of this Agreement.

Section 10.3. Mutual Assistance. The Parties agree to perform their respective obligations, including the execution and delivery of any documents, instruments and certificates, as may be necessary or appropriate, consistent with the terms and provisions of this Agreement.

Section 10.4. Disclaimer. No provision of this Agreement, nor any act of the Board or the City or the Commission 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, the City or the Commission.

Section 10.5. 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.

Section 10.6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

Section 10.7. Successors and Assigns. The terms of this Agreement shall be binding upon the Board, the City and the Commission. None of the rights, duties or obligations under this Agreement may be assigned without the express written consent of the parties except as otherwise provided in this Agreement.

Section 10.8. 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.

Section 10.9. Counterparts. This Agreement shall be executed in several counterparts, each of which shall constitute an original instrument.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be executed, all as of the date first written above.

CITY OF CHICAGO

By: [Signature]
Budget Director

By: [Signature]
Superintendent of Police

By: [Signature]
Commissioner
Department of General Services

PUBLIC BUILDING COMMISSION OF CHICAGO

By: [Signature]
Erin Lavin Cabonargi,
Executive Director

APPROVED AS TO FORM AND LEGALITY:

[Signature]
DEPARTMENT OF LAW - CITY OF CHICAGO
DEPUTY CORPORATION COUNSEL
REAL ESTATE DIVISION

BOARD OF EDUCATION OF THE CITY OF CHICAGO

By: [Signature]
Mary B. Richardson-Lowry, President

Attest: [Signature] 5/11/10
Estela Beltran, Secretary

Board Report No: 08-0723-OP1

08-1119-AR2-37; 09-0128-AR1-24;
09-0325-AR1-17; 09-0527-AR2-11;
09-0722-AR1-4; 09-0923-AR1-3;
09-1123-AR3-1; 10-0127-AR4-1;
10-0324-AR1-2

APPROVED AS TO FORM AND LEGALITY:

[Signature]
Patrick J. Rocks, General Counsel
of the Board of Education of City of the
Chicago

APPROVED AS TO FORM AND LEGALITY:

[Signature]
Neal & Leroy, LLC by Anne L. Fredd,
attorney for the Public Building
Commission of Chicago

EXHIBIT A

SITE PLAN

Project PD-23 and Adjoining Parking Structure

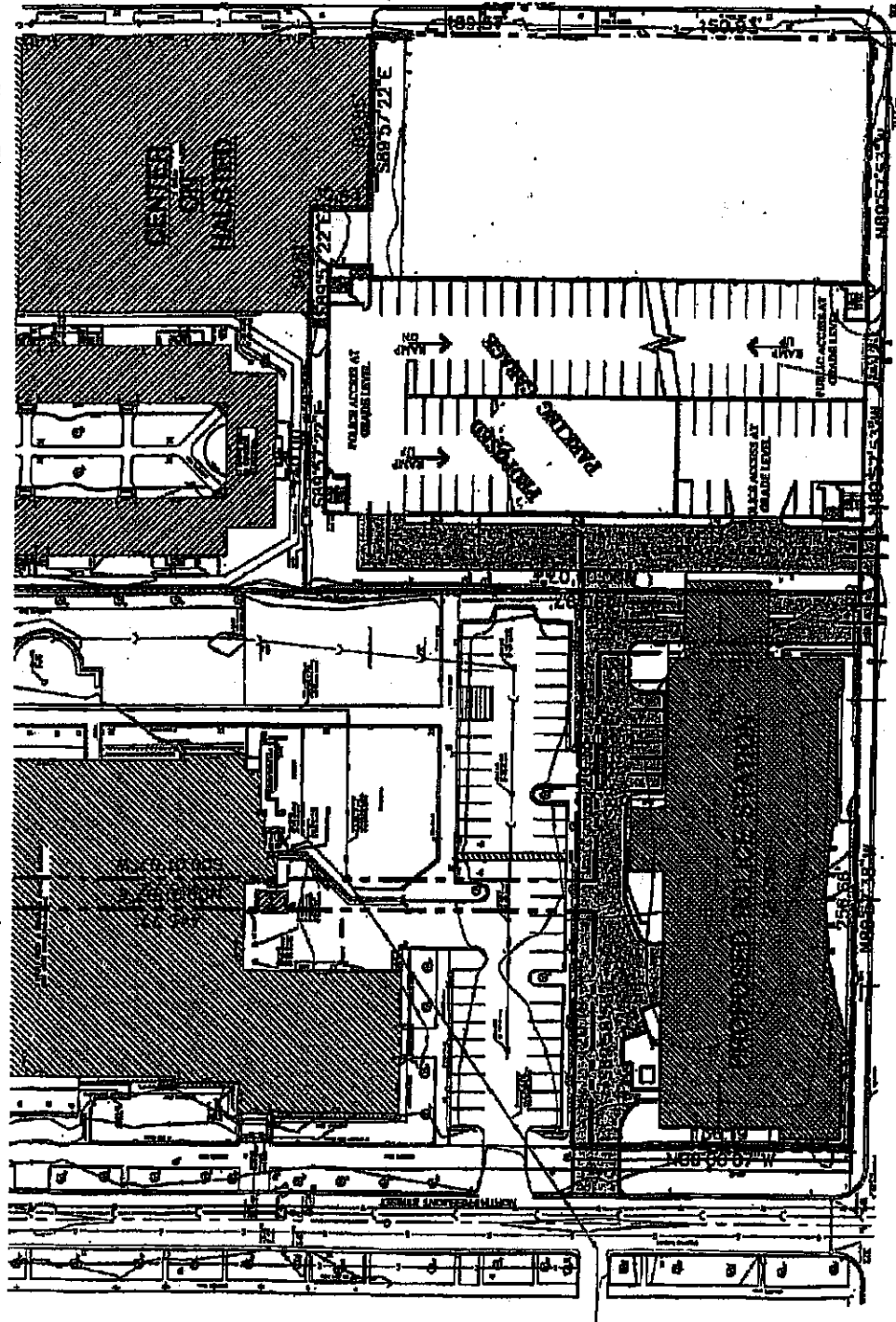


EXHIBIT B-1

**LEGAL DESCRIPTION
POLICE STATION PARCEL
PROJECT PD-23**

PARCEL 1 – SOUTH TRACT

A TRACT BEING THE SOUTH 144.90 FEET OF LOTS "A" AND "B", LOTS 1 TO 42 INCLUSIVE, AND THE VACATED ALLEYS OF LE MOYNE'S SUBDIVISION OF THE WEST HALF OF BLOCK 16 IN LAFLIN, SMITH AND DYER'S SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID TRACT IS FURTHER DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 25 OF BLOCK 16 IN SAID LE MOYNE'S SUBDIVISION, THENCE NORTH 01 DEGREES 43 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 144.90 FEET ALONG THE EAST LINE OF NORTH FREMONT STREET; THENCE NORTH 88 DEGREES 18 MINUTES 20 SECONDS EAST PARALLEL WITH THE NORTH LINE OF WEST ADDISON STREET FOR A DISTANCE OF 289.58 FEET TO THE EAST LINE OF SAID LOT "B"; THENCE SOUTH 01 DEGREES 43 MINUTES 36 SECONDS EAST ALONG THE LAST SAID EAST LINE OF LOT "B" FOR A DISTANCE OF 144.90 FEET TO THE SAID NORTH LINE OF WEST ADDISON STREET; THENCE SOUTH 88 DEGREES 18 MINUTES 20 SECONDS WEST ALONG THE LAST SAID NORTH LINE OF WEST ADDISON STREET FOR A DISTANCE OF 289.57 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AREA PARCEL 1- SOUTH TRACT-AS DESCRIBED ABOVE = 41,960 S.F. / 0.9632 ACRES

EXHIBIT B-2

**LEGAL DESCRIPTION
PARKING GARAGE PARCEL
PROJECT PD-23 AND ADJACENT PARKING STRUCTURE**

PARCEL 2

THE WEST 177.37 FEET OF THE SOUTHEAST QUARTER OF BLOCK 16 TOGETHER WITH THE NORTH 52.64 FEET OF SAID SOUTHEAST QUARTER OF BLOCK 16 LYING EAST OF THE SAID WEST 177.37 FEET OF SAID SOUTHEAST QUARTER OF BLOCK 16 (EXCEPT THE EAST 89.88 FEET OF THE NORTH 30.43 FEET THEREOF) IN LAFLIN, SMITH AND DYER'S SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AREA PARCEL 2 AS DESCRIBED ABOVE = 54,744 S.F. / 1.2567 ACRES

EXHIBIT C

PROJECT BUDGET

PUBLIC BUILDING COMMISSION OF CHICAGO
 Division: Municipal
 Project: Police Station 23
 Address: 850 W. Addison Ave
 Ward / Ald.: 44 / T. Tunney

PBC Project No : 08050
 9/15/2008
 Rev.# Date:
 PM : Jim Gallagher

TOTAL PBC PROJECT BUDGET

Cost Codes	GL Code	Group Headings	Budget 7/23/08	Budget 9/15/09	Variance	Comments
Square Footage			44,000	44,000		
I - Planning						
01.01	622415	Preliminary Property Appraisals	\$31,000	\$64,874	\$23,874	
01.02	622210	Competition Assessment/Planning	\$0	\$0	\$0	
01.03	613118	Environmental Assessment/Planning	\$0	\$0	\$0	
01.04	613173	Facility/Site Visit Plan Layouts	\$0	\$0	\$0	
01.06	613183	Conceptual Estimating	\$9,000	\$9,000	\$0	
01.06	613186	Other Planning Costs	\$92,000	\$92,000	\$0	Diamond Planning Contract
01.07	613183	Site Survey	\$20,000	\$78,500	\$58,500	For Updates
Sub-Total			\$148,000	\$228,374	\$80,374	
II - Land Acquisition & Site Control						
02.01	613200	Land Fees - Acquisition	\$500,000	\$500,000	\$100,000	
02.02	613203	Legal Fee Reimbursables	\$33,000	\$33,000	\$0	
02.03	622420	Title Reports & Fees	\$2,000	\$2,000	\$0	
02.06	622100	Land Acquisition	\$12,442,275	\$12,442,275	\$0	
02.07	622300	Relocation Costs	\$45,010	\$45,010	\$0	
02.10	624800	Abatement, Demo, Fencing, & Signage	\$993,228	\$993,228	\$0	
02.11	623700	Utility Relocation Fees	\$929,000	\$929,000	\$0	
02.12	623720	Public Right of Way Amendment	\$0	\$0	\$0	
02.13	622160	Other Land Acquisition Costs	\$0	\$0	\$0	
Sub-Total			\$14,870,513	\$16,070,513	\$140,000	
III - Environmental and Site Preparation						
03.02	613140	Environmental Testing and Consulting	\$258,000	\$258,000	\$0	
03.03	613188	Geotechnical Testing	\$20,000	\$20,000	\$0	
03.06	623900	Environmental Remediation & Site Preparation	\$1,519,094	\$650,000	(\$868,094)	
03.07	623850	Other Environmental & Site Prep. Costs	\$50,000	\$50,000	\$0	
Sub-Total			\$1,847,094	\$1,078,000	(\$768,094)	
IV - Design						
04.01	621105	Design Architect Fees	\$0	\$0	\$0	
04.02	621100	ADR Basic Fees	\$1,168,354	\$1,168,354	\$0	
04.03	621500	ADR Reimbursables	\$75,000	\$82,000	\$7,000	
04.04	621800	ADR Additional Services	\$80,000	\$100,000	\$20,000	
04.10	613600	Commissioning Agent	\$90,988	\$90,988	\$0	
04.11	613700	Developer Services Fees	\$80,708	\$80,708	\$0	
04.12	613250	Legal Fee - Zoning Board Approval, Plan Development	\$50,000	\$50,000	\$0	
04.13	613600	Other Design Related Costs	\$89,000	\$50,000	\$39,000	
Sub-Total			\$1,855,048	\$1,822,048	\$33,000	
V - Project Implementation						
05.01	613142	Project Management Cost	\$1,031,032	\$1,148,188	\$117,156	Contract schedule change from 10 mths to 18mth
05.02	626100	Project Management Reimbursables	\$102,103	\$111,819	\$11,716	
05.04	618700	Pre-Bid Advertising	\$5,000	\$5,000	\$0	
05.05	618200	Document Reproduction	\$20,000	\$20,000	\$0	
05.06	618600	Community Outreach	\$0	\$0	\$0	
05.07	613104	Affirmative Action Consulting	\$303,684	\$303,684	\$0	
05.08	613300	PBC Administration	\$25,000	\$25,000	\$0	
05.10	613500	Other Project Implementation Costs	\$25,000	\$25,000	\$0	
Sub-Total			\$2,887,857	\$2,878,827	\$9,030	
VI - Construction						
06.01	613186	Testing and Inspection	\$225,000	\$225,000	\$0	
06.02	614200	Insurance	\$0	\$0	\$0	
06.04	624300	General Construction	\$38,384,450	\$38,627,828	(\$243,378)	Bid Amount
06.06	624350	General Construction Allowances	\$200,000	\$550,000	\$350,000	Bid Amount
06.08	681100	General Construction Contract Contingency	\$1,081,833	\$700,000	(\$381,833)	Bid Amount
06.07	613108	IT Systems	\$455,000	\$455,000	\$0	
06.09	628000	FF&E - Furnishings	\$100,000	\$100,000	\$0	
06.09	619100	Public Artwork Program	\$130,782	\$130,782	\$0	
06.10	681000	Construction Contingency	\$836,934	\$1,181,113	\$344,179	4% of construction value
Sub-Total			\$39,378,999	\$39,814,720	\$435,721	
TOTAL PBC BUDGET			\$40,396,810	\$42,700,481	\$2,303,671	

BUDGET Approvals:

Jim Gallagher 10-8-09
 PBC - Project Manager

Jeri Haysman 10/8/09
 PBC - Director of Planning

John C. Gable 10/8/09
 PBC - Director of Development

[Signature]
 PBC - Director of Finance

[Signature]
 PBC - Executive Director

Client Agency or City Department

FUNDING Approvals:

[Signature]
 Office of Budget & Management

* PBC will be providing Law Dept. guidance on interpretation of ISJA

\$5,725,052 *
 \$53,554,841

EXHIBIT D

FORM OF PERMANENT EASEMENT

THIS DOCUMENT PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO:

PIN #: _____

ADDRESS:

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Easement Agreement") is made and entered into at Chicago, Illinois as of the _____ day of _____, _____ by and between the City of Chicago, an Illinois municipal corporation and home rule unit of government, acting by and through its Department of General Services ("Grantor") and the Board of Education of the City of Chicago, a body politic and corporate ("Grantee").

RECITALS:

A. Grantor is the legal title holder of the premises described on Exhibit "A", attached to and made part of this Easement Agreement ("Grantor's Parcel").

B. Grantor desires to establish for the benefit of Grantee, certain easements, rights, privileges, and restrictions in order to provide for parking, ingress and egress over a portion of the parking and paved areas currently located on Grantor's Parcel as set forth on Exhibit "B" attached to and made part of this Easement Agreement (the "Easement Parcel").

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1) Grant of Easement. Grantor hereby grants and conveys to the Grantee a perpetual, exclusive easement for parking and ingress and egress in, to, under, over, upon and through the Easement Parcel as set forth on Exhibit B, and the Improvements constructed by Grantor thereon (the "BOE Garage"). Grantee shall abide by all reasonable rules and regulations imposed by Grantor or any subsequent owner of Grantor's Parcel with respect to Grantee's use of the BOE

Garage. Grantee shall have the right to use the BOE Garage for its own use or to allow third parties to use the Easement Parcel either with or without charging a fee therefore and Grantee may accomplish the foregoing directly or through third party management. Any revenue generated by the Easement Parcel shall be the sole and exclusive property of the Grantee, subject to Section 5 (i).

2) Maintenance, Repairs, Replacements and Improvements. Grantor may not make any changes or alterations to the Easement Parcel which would reduce the number of parking spaces without the express written consent of Grantee. Grantor shall maintain, repair, and replace all improvements located on the Easement Parcel. The Board at its expense shall provide all equipment necessary for the operation of the BOE-Garage including any payment kiosks, gated keycard mechanism and related facilities. The Board and Board's BOE-Garage operator or licensee shall assume responsibility for maintenance, repair, and replacement of all payment Kiosks and Kiosk-related equipment servicing the BOE-Garage. If maintenance, repairs or replacements are required, Grantee may request that Grantor perform such work. If Grantor refuses or neglects to commence such repairs and to complete the same with reasonable dispatch after such demand, then Grantee may (but shall not be required to do so) make or cause such maintenance, repairs and replacements to be made and shall not be responsible to Grantor for any loss or damage that may accrue to Grantor by reason thereof other than for loss or damage due to the negligence or willful act of Grantee and Grantee shall be entitled to institute proceedings at law or equity to recover the cost of such maintenance repairs, or replacements.

3) Mutual Indemnification. The parties agree to exonerate, indemnify and save each other harmless and their respective officers, directors, members, employees, and all persons claiming by or through them, from and against all claims of whatever nature (i) arising from any act, omission or negligence of the other party, or such party's contractors, licensees, agents, servants, invitees or employees; or (ii) arising from any accident, injury or damage whatsoever caused to any person, or to the property of any person, or from any violation of applicable law, resulting from any act or neglect of a party or a party's contractors, licensees, agents, servants or employees. This indemnity and hold harmless provision shall include an indemnity against all costs, expenses and liabilities, including reasonable attorneys' fees, incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof.

4) Default. The parties hereto shall in no event be in default in the performance of any of their respective obligations hereunder unless and until each or either of them shall have failed to perform such obligation within thirty (30) days (or such shorter time as is practicable to correct any such default in an emergency circumstance or in the event of an obstruction of Grantee's access to and use of the Easement Parcel, or longer time as may be necessary, provided such party is diligently pursuing a remedy) after notice by the other party which notice shall properly specify the failure to perform any such obligation.

5) General Provisions.

(a) Successors and Assigns. Notwithstanding any other covenant or agreement contained herein, the easements, covenants, rights, privileges, benefits and obligations created hereby shall run with the land and inure to the benefit of and be binding upon the parties hereto,

their successors and assigns, tenants, subtenants, licenses, concessionaires, suppliers, customers, employees, agents and invitees; provided, however, that upon the transfer of ownership of the Grantor's Parcel, the liability of the transferor for breach of any covenant or obligation occurring thereafter shall automatically terminate.

(b) Injunctive Relief. In the event of any violation or threatened violation by either party from time to time of any of the terms, covenants, and conditions herein contained, in addition to the other remedies herein provided, either party shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The court costs and the reasonable fees of the attorneys for the prevailing party in any legal proceedings seeking relief shall be paid by the party against whom judgment is entered in said legal proceedings.

(c) Modification Provisions. This Easement Agreement may not be modified in any respect whatsoever, or rescinded in whole or in part, without the written consent of both parties or their successors or assigns.

(d) Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Easement Parcel to the general public or for the general public or for any public purposes whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

(e) Breach Shall Not Permit Termination. It is expressly agreed that no breach of this Easement Agreement shall entitle either party to cancel, rescind or otherwise to terminate this Easement Agreement, but such limitation shall not affect in any manner, any other rights or remedies which such owner may have hereunder by reason of any breach of this Easement Agreement. Any breach of any of said covenants or restrictions, however, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value but such covenants or restrictions shall be binding upon and effective against such owner of any of said property or any portion thereof whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

(f) Validity and Severance. If any clause, sentence or other portion of this Easement Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portion thereof shall remain in full force and effect.

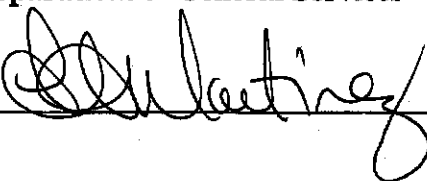
(g) Release/Waiver of Subrogation. Each party hereby releases and waives its subrogation rights against the other party to the extent of its insurance coverage, from any personal injury or loss or damage and all liability for any loss or damage caused by fire or any of the extended coverage casualties or any other casualty insured against, however caused, including such fire or other casualty caused by the fault or negligence of the other party, or any persons claiming under it; provided, however, this release and waiver of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage.

(h) Laws and Regulations. The easement herein granted shall be subject to all lawful requirements, including zoning and local laws and ordinances regarding subdivisions.

(i) Term. This Agreement shall terminate if the Inter-American School ("IAMS") facility adjacent to the Easement Parcel should ever ceased to be used for a CPS-operated public school. Upon such termination, the Grantee shall execute an instrument in recordable form confirming such termination and the reversion of full title to the BOE-Garage in the Grantor. Consistent with existing BOE policy, the net revenues derived from the Grantee's operation of parking facilities on the Easement Parcel shall be remitted or otherwise credited to the IAMS operating fund.

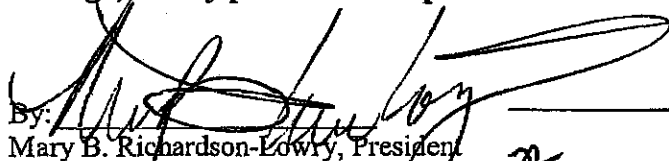
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

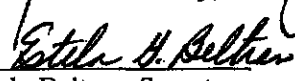
GRANTOR: City of Chicago, an Illinois municipal corporation and home rule unit of government, acting by and through its Department of General Services



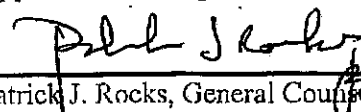
By: _____
Its: _____

GRANTEE: Board of Education of the City of Chicago, a body politic and corporate


By: _____
Mary B. Richardson-Lowry, President

Attest:  5/11/10
Estela Beltran, Secretary

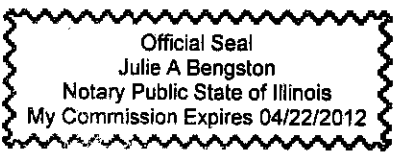
Approved as to Legal form:


Patrick J. Rocks, General Counsel

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Julie A Bengston, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that JUDY D. MARTINEZ, as Commissioner of the Department of General Services of the City of Chicago (the "City") who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Commissioner of said corporation, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of the City for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of August, 2010.



Julie A Bengston
Notary Public

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, _____, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____, as _____, of _____, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____ appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 2010.

Notary Public

EXHIBIT E

INSURANCE REQUIREMENTS

City of Chicago Contract Insurance Requirements Police Stations

The Contractor must provide and maintain at Contractor's own expense, until Contract completion and during the time period following final completion if Contractor is required to return and perform any additional work, the minimum insurance coverages and requirements specified below, insuring all operations related to the Contract.

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, (for minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The Public Building Commission, Board of Education and the City of Chicago are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance, with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The Public Building Commission, Board of Education and the City of Chicago are to be named as additional insureds on a primary, non-contributory basis.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

4) **Contractors Pollution Liability**

When any work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$1,000,000 per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years. The Public Building Commission, Board of Education and the City of Chicago are to be named as additional insureds on a primary, non-contributory basis.

5) **Professional Liability**

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

6) **Builders Risk**

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverage must include but are not limited to the following: right to partial occupancy, collapse, water including overflow, leakage, sewer backup, or seepage, damage to adjoining or existing property, debris removal, scaffolding, faulty workmanship or materials, mechanical-electrical breakdown, testing, and equipment stored off site or in transit. The Public Building Commission, Board of Education and the City of Chicago are to be named as additional insureds and loss payees

The Contractor is responsible for all loss or damage to Commission and/or City property at full replacement cost.

The Contractor is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools, and supplies) owned, rented, or used by Contractor.

7) **Railroad Protective Liability**

When any work is to be done, adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor or subcontractors perform,

Railroad Protective Liability Insurance in the named of railroad or transit entity. The policy must have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

B. ADDITIONAL REQUIREMENTS

Contractor must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance to the Public Building Commission prior to Contract award. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Commission to obtain certificates or other insurance evidence from Contractor is not a waiver by the Commission of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Commission, Board of Education and/or City of Chicago reserve the right to obtain copies of insurance policies and records from the Contractor and/or its subcontractors at any time upon written request.

The insurance must provide for 60 days prior written notice to be given to the Commission in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

The Contractor agrees that insurers waive their rights of subrogation against the Public Building Commission, Board of Education, City of Chicago and their respective employees, elected officials, agents, or representatives.

The coverage and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the Commission, Board of Education and City of Chicago do not contribute with insurance provided by the Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If contractor is a joint venture, the insurance policies must name the joint venture as a named insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverage for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desires additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

The Public Building Commission and City maintain the right to modify, delete, alter or change these requirements.