

**AGREEMENT BETWEEN THE
BOARD OF EDUCATION OF THE CITY OF CHICAGO
AND
THE INNER CITY EDUCATION AND RECREATIONAL FOUNDATION
RELATING TO THE
CONSTRUCTION AND USE OF SHARED ATHLETIC FACILITIES
AT SMYTH ELEMENTARY SCHOOL AND RICE FIELD**

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The Inner City Education and Recreational Foundation
Relating to The Construction and Use of Shared Athletic Facilities at
Smyth Elementary School and Rice Field**

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EXHIBIT LIST

- EXHIBIT A** **LEGAL DESCRIPTION & SURVEY OF SMYTH SCHOOL PROPERTY TO BE USED FOR SHARED ATHLETIC FACILITIES (APPROXIMATELY .95 ACRES)**
- EXHIBIT B** **LEGAL DESCRIPTION & SURVEY OF ICERF PROPERTY TO BE USED FOR SHARED ATHLETIC FACILITIES**
- EXHIBIT C** **SITE PLAN OF THE SHARED ATHLETIC FACILITIES TO BE CONSTRUCTED ON SMYTH SCHOOL AND ICERF PROPERTY**
- EXHIBIT D** **DESCRIPTION AND SITE PLAN OF THE SCHOOL IMPROVEMENTS TO BE CONSTRUCTED AND INSTALLED BY ICERF ON SMYTH SCHOOL PROPERTY**

**Agreement Between the Chicago Board of Education and
The Inner City Education and Recreational Foundation
Relating to the Construction and Use of Shared Athletic Facilities at
Smyth Elementary School and Rice Field**

This Agreement dated as of the 6 day of AUGUST 2019 (the "Effective Date") is entered into by and between the Board of Education of the City of Chicago (the "Board" or "BOE"), a body politic and corporate having its principal offices at 42 W. Madison Street, Chicago Illinois 60602 and the Inner City Education and Recreational Foundation ("ICERF"), an Illinois Not for Profit Corporation with offices at 1019 S. May Street Chicago Illinois 60608. This Agreement relates to the construction and shared use of new athletic facilities to be constructed by ICERF on Smyth Elementary School located at 1059 W. 13th Street ("Smyth School" or "School") and ICERF property adjacent to the School also known as Rice Field ("Rice Field"). The Board and ICERF are sometimes referred to herein as a "Party" and collectively as the "Parties".

RECITALS:

The Board of Education of the City of Chicago is a body politic and corporate, created pursuant to Illinois School Code, 105 ILCS 5/34-1 *et seq.*

Inner City Education and Recreational Foundation is an Illinois Not For Profit Corporation incorporated in the State of Illinois.

The Board has the authority to control, manage, equip, maintain, and operate playgrounds and athletic facilities adjacent to and connected with public schools.

The Board is the beneficial owner of Smyth Elementary School located on the south side of 13th Street between South Blue Island Avenue and Morgan Street. The entire Smyth School property is approximately 4.84 acres.

The east .95 acres of the Smyth School property legally described and shown on Exhibit A attached hereto is currently vacant and unimproved and shall be referred to as the ("School Property"). This is the portion of the Smyth School property that will be used for the shared athletic facilities described below.

ICERF is the owner of Rice Field immediately north and east of Smyth School. Rice Field is generally bounded by Roosevelt Road on the north, Morgan Street on the east, Maxwell Street on the south and Blue Island Avenue on the west ("ICERF Property"). The ICERF Property is approximately 30 acres and is legally described on Exhibit B.

ICERF is going to construct, at its expense, a new football field, 400 meter track, baseball field and soccer field on its property and on that portion of the Smyth School Property described on Exhibit A. The new football field, 400 meter track, baseball field and soccer field are shown on the site plan attached as Exhibit C hereto and are hereby defined as the "Shared Athletic

Facilities." ICERF will be responsible for the construction, maintenance and repair of the Shared Athletic Facilities at its expense.

In exchange for the use of the School Property, ICERF has agreed that Smyth School will have first priority use of the Shared Athletic Facilities, Monday through Friday 8:00 a.m. to 3:00 p.m. during the regular School Year (i.e. from September to June). ICERF shall have priority use at all other times and will appoint a scheduler for the Shared Athletic Facilities. Smyth School may use the Facilities when they are not being used or committed to another program. The Board shall not be charged to use of the Shared Athletic Facilities described on Exhibit C.

As additional consideration, ICERF has agreed to make certain improvements, at its expense, to Smyth School as described herein and on Exhibit D ("School Improvements") and to allow the School to use the St. Ignatius Garden, immediately north of the School on the east side of Blue Island.

On August 22, 2018 the Board adopted Board Report #18-0822-OP 5 authorizing:

1. ICERF's construction of the Shared Athletic Facilities on the School Property described A;
2. A non-revocable thirty (30) year Shared Use Agreement with ICERF for the School's joint use of the Shared Athletic Facilities described on Exhibit C;
3. A Temporary Construction License Agreement (TCLA) to enable ICERF to enter upon the Smyth School to construct the School Improvements and the Shared Athletic Facilities as described herein; and
4. Funding for the Board's preliminary engineering, design, peer review and permit fees (if any) relating to the School Improvements to be constructed by ICERF for Smyth School.

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 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 the provisions fully set forth herein.

SECTION II – EFFECTIVE AS OF AUGUST 22, 2018
CONSTRUCTION OF THE SHARED ATHLETIC FACILITIES
AND SCHOOL IMPROVEMENTS –

2.1 Plans, Specifications and Permits for the Shared Athletic Facilities. ICERF agrees to retain licensed and experienced architects and engineers to prepare detailed plans and specifications and to obtain permits from the City of Chicago for the construction of the Shared Athletic Facilities described on Exhibit C. ICERF shall submit its plans and specifications for the Shared Athletic Facilities to the Board for its review and approval before ICERF applies for permits and requests bids for construction of the Shared Athletic Facilities. Duplicate copies of the approved detailed plans and specifications and permits for the Shared Athletic Facilities shall be provided to the Board and maintained at Smyth School and at the Board's central offices (currently 42 W. Madison Street Chicago, Illinois). ICERF may provide electronic copies of the plans, specifications and permits to the Board in lieu of hard copies.

2.2 Plans, Specifications and Cost to Construct the School Improvements. As partial consideration for the use of the School Property, ICERF is going to demolish the Smyth/Joyner CPC located at 1315 S. Blue Island ("Joyner CPC") and construct and install the School Improvements and playground equipment listed on Exhibit D at its expense for the Board. The Board shall provide conceptual drawings for the School Improvements to ICERF. ICERF shall obtain detailed construction plans and specifications for the School Improvements which shall be subject to the Board's final approval. The Board will assist ICERF and their contractors obtain permits and fee waivers for the School Improvements and the demolition of the Joyner CPC.

Duplicate copies of the approved detailed plans and specifications and permits for the demolition of the Joyner CPC and the School Improvements shall be maintained at Smyth School and at the Board's central offices (currently 42 W. Madison Street Chicago, Illinois.) ICERF agrees to deliver to the Board a copy of all final "as built drawings" surveys, equipment manuals and warranties relating to the School Improvements and equipment to be installed at the School.

To insure there is sufficient funding to complete the School Improvements, including the demolition of the Joyner CPC, ICERF shall prepare and provide to the Board a budget and schedule for the demolition of the Joyner CPC and the construction of the School Improvements and the installation of the equipment at the School as described on Exhibit D. The Parties must agree on the scope of work, the budget, and construction schedule for the School Improvements described on Exhibit D before construction of the Shared Athletic Facilities on the School Property described on Exhibit A begins.

2.3 Construction Pursuant to Approved Plans, Specifications and Permits. ICERF agrees to construct and install at its cost and expense, and pursuant to the plans, specifications and permits approved by the Board (1.) the Shared Athletic Facilities described on Exhibit C, (2.) the School Improvements and playground equipment described on Exhibit D, and (3.) to demolish the Joyner CPC, where the School Improvements and playground equipment will be located. The Board shall have the right to monitor the construction and demolition work

to insure that it is in accordance with the approved plans, specifications and permits.

2.4 Temporary License to Construct the School Improvements. The Board grants to ICERF a Temporary Construction License ("TCL") to enter upon Smyth School to: (1.) Construct the Shared Athletic Facilities described on Exhibit C, (2.) demolish the Joyner CPC and (3.) to construct and install the School Improvements and playground equipment described on Exhibit D. The location of the TCL shall be mutually determined by ICERF, the Principal and Engineer for the School and the Chief of Capital Improvements for the Board. ICERF shall restore and repair any damage to the TCL area due to its use thereof. ICERF will cause its contractors and subcontractors to indemnify and hold the Board and the Public Building Commission of Chicago ("PBC") harmless from any personal injury or property damage claims arising from or relating to the TCL and its use of the TCL areas. **The Temporary Construction License shall be effective as of August 22, 2018 and incorporates all of the terms and conditions in this Agreement, including but not limited to insurance and indemnification.**

2.5 Coordination and Timing. ICERF and the Board agree to cooperate and coordinate construction of the Shared Athletic Facilities and the School Improvements to avoid disrupting classes and access to the School. Construction of the School Improvements will be coordinated with deliveries to the School and the pick-up and drop-off of students. ICERF agrees to schedule the demolition of the Joyner CPC when Smyth School is not in session.

2.6 Student Safety and Timing. The safety of the students, staff, parents and visitors at and to the School is essential. ICERF and its contractors and sub-contractors agree to construct, install, operate and remove all construction equipment and perform all construction work on the School in a safe and non-hazardous manner that does not interfere with the operation of the School or impair the safety of the students, staff, parents, visitors or any individual at the School and on the School Property.

2.7 Compliance with Laws and Plans. ICERF shall construct the Shared Athletic Facilities and School Improvements and *demolish the Joyner CPC* in accordance with the approved and permitted plans and specifications, sound and generally accepted engineering and construction practices and procedures and *in accordance with all applicable federal, state, county and local/municipal laws, statutes, regulations, and orders, including environmental laws and regulations.*

2.8 Selection of Contractors and Subcontractors. ICERF shall select and engage competent and experienced contractors and subcontractors to construct the Shared Athletic Facilities and School Improvements, and to demolish the Joyner CPC, subject to the Board's approval, which shall not be unreasonably withheld. ICERF shall conduct such investigations as may be necessary and appropriate to determine the qualifications of each contractor, subcontractor and consultant and their ability to successfully complete the construction of the Shared Athletic Facilities and School Improvements and the demolition of the Joyner CPC. The Board shall have the right to review and interview the proposed contractors and subcontractors to insure compliance with the Criminal History Background Checks described in Section 8.16 below due to potential contact with CPS students while performing work or services under this Agreement.

ICERF's contractors, subcontractors and consultants must name the Board and the Public Building Commission of Chicago as additional insureds on their insurance policies listed in Section 2.13 below and provide copies of the policies and certificates of insurance to the Board's, and the PBC's Risk Managers.

2.9 Project Labor Agreement. The Board has entered into a Multi-Year Project Labor Agreement ("PLA") with various trades regarding construction projects on property owned by the Board. A copy of the PLA, including the Supplemental Agreement, is available on the Board's website at <http://www.csc.cps.k12.il.us/purchasing/documents>. A copy of the PLA has been delivered to ICERF and it is incorporated herein. ICERF agrees to comply with the PLA to the extent it is applicable to the construction of the Shared Athletic Facilities and the School Improvements on Board property.

2.10 Construction Standards. ICERF and its contractor and subcontractors shall (a.) diligently perform all construction work in a good and workman like manner and in accordance with good construction standards and the permits issued for the work, (b.) comply with all Laws and all the applicable provisions in this Agreement, (c.) carefully inspect the Smyth School Property prior to commencing any work thereon to ensure such work does not damage any surrounding property, structures, utility lines, subsurface lines or cables, (d.) take all reasonable safety precautions to ensure that the construction work on or at the School will not pose a danger to the public or to the students or persons at the School, and (e.) keep the School Property and all adjoining sidewalks and streets free of debris and in a clean and safe condition during the term of this Agreement, including the construction of the Shared Athletic Facilities and the School Improvements and the demolition of the Joyner CPC.

ICERF agrees to complete the Shared Athletic Facilities and the School Improvements ("Work") in accordance with the plans, specifications and permits approved by the Board. ICERF shall remove all wastes and debris generated by or resulting from the Work and dispose of it in accordance with all applicable Laws and return the surrounding area that it used to perform the Work to substantially the same or better condition that existed prior to the Work.

2.11 Inspection, Progress Reports and Certificate of Completion. The Board has the right to inspect and monitor the construction of the Shared Athletic Facilities and School Improvements and the demolition of the Joyner CPC. The Board shall appoint a representative(s) for this project to monitor the construction and demolition work, receive monthly status reports and to attend meetings with ICERF regarding the status of the construction, the budget and to resolve any construction related issues.

The Board and the ICERF shall jointly inspect the Shared Athletic Facilities and the School Improvements during construction and at completion. The Board and ICERF shall jointly execute a Certificate of Completion and Acceptance when they agree that the Shared Athletic Facilities and the School Improvements have been completed in accordance with the plans, specifications and permits.

2.12 Indemnification against Mechanics, Materialmen and Other Liens. ICERF will keep the School Property free of any mechanics' or materialmen liens for work, services, labor and materials provided for the construction of the Shared Athletic Facilities and the School Improvements and demolition of the Joyner CPC. ICERF agrees not to allow any such liens to be filed against the Board, the PBC or the Smyth School Property at any time, and further agrees to cause its contractors, consultants, agents and assigns to indemnify and hold harmless ICERF, the Board and the PBC from and against any and all such claims, encumbrances and liens.

2.13 Insurance. ICERF, or its contractors and subcontractors, shall procure and maintain the following types and amounts of insurance ("Insurance") with insurance companies authorized to do business in the State of Illinois covering all work to be performed under this Agreement, whether performed by or on behalf of ICERF:

(a) Worker's Compensation and Employer's Liability Insurance. Worker's Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide or perform a service under this Agreement, and Employer's Liability Insurance with limits of not less than \$500,000 or the Illinois Statutory Minimum (whichever is greater) for each accident, illness or occurrence.

(b) Commercial General Liability Insurance (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; provided, however, subcontractors and consultants performing work or providing services in connection with this Agreement may maintain a minimum of \$1,000,000 if the subcontract or contract amount is less than \$100,000 and prior approval from BOE is obtained. Coverage shall include, at a minimum, all premises and operations, products/completed operations, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). BOE and the Public Building Commission of Chicago shall be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from work to be performed on or at the School.

(c) Automobile Liability Insurance (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed on or at the School, ICERF or its contractors, subcontractors and consultants shall procure and maintain Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. BOE and the Public Building Commission of Chicago shall be named as additional insureds with respect to such coverage on a primary, non-contributory basis.

(d) Professional Liability Insurance. When any architects, engineers, construction managers or other professional consultants perform or provide any services in connection with work to be performed under this Agreement on ICERF or Smyth School Property, such parties shall procure and maintain Professional Liability Insurance covering acts, errors, or omissions with limits of not less than \$1,000,000, with coverage including contractual liability. When a policy is to be renewed or replaced the policies retroactive date must coincide with or precede the start of any work on the School Property. A claims-made policy that is not renewed or replaced must have an extended reporting period of two (2) years.

(e) Contractor's Pollution Liability Insurance. When the Site Investigation and any Work is performed which may cause a pollution exposure, Contractor's Pollution Liability Insurance with limits of not less than \$2,000,000 per occurrence shall be provided covering bodily injury, property damage and other losses arising from the environmental condition of the Property. Coverage shall include, at a minimum, completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When a policy is renewed or replaced, the policy retroactive date must coincide with, or precede, the start of the work under this Agreement. A claims-made policy that is not renewed or replaced must have an extended reporting period of two (2) years. BOE and the Public Building Commission of Chicago shall be named as additional insureds with respect to such coverage on a primary, non-contributory basis.

(f) All Risk Property. ICERF its contractors, subcontractors and consultants shall be responsible for all loss or damage to their personal property (including, without limitation, material, equipment, tools and supplies), owned, rented or used by ICERF or its contractors, subcontractors and consultants. ICERF, its contractors, subcontractors and consultants shall be responsible for all loss or damage they cause to the School or School Property at replacement cost.

ICERF shall deliver, or cause its contractors, subcontractors and consultants to name BOE and the PBC as additional insureds and shall deliver to BOE the certificates of insurance required herein. The insurance companies shall waive the right of subrogation against BOE and the PBC. The certificates and policies shall contain the waiver of subrogation and be endorsed as follows:

"the Public Building Commission of Chicago (PBC) and Board of Education of the City of Chicago, bodies politic and corporate, and their members, employees and agents, and any other entity as may be designated by the Board or PBC are named as additional insureds on a primary basis without recourse or right of contribution from the Board or PBC".

The Certificates must provide for thirty (30) days prior written notice to BOE and the PBC of any material change, cancellation or non-renewal of any policy and notice shall be given to:

Board of Education of the City of Chicago
Department of Risk Management and Real
Estate Department
42 W. Madison
Chicago, Illinois 60602

Public Building Commission of Chicago
Richard J. Daley Center Room 200
Chicago, Illinois 60602
Attn: Risk Manager and
Executive Director

The receipt of any certificate does not constitute agreement by BOE that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements set forth herein. BOE's failure to obtain certificates or other evidence of insurance from ICERF (or its contractors, subcontractors or consultants as applicable) shall not be deemed to be a waiver by BOE of the insurance requirements set forth herein. ICERF shall advise all insurers and its contractors and subcontractors of the insurance requirements set forth herein. Non-conforming insurance, or

failure to submit a Certificate of Insurance evidencing such coverages, shall not relieve ICERF for its contractors and subcontractors of the obligation to provide insurance required herein. BOE may terminate this Agreement for non-fulfillment of the insurance conditions, and retains the right to stop the construction and/or demolition work until proper evidence of insurance is provided.

ICERF (or its contractors, subcontractors or consultants as applicable) shall be responsible for any and all deductibles or self-insured retentions. ICERF expressly understands and agrees that any coverages and limits furnished by it (or its contractors, subcontractors or consultants as applicable) shall in no way limit its, or its contractor's, subcontractor's or consultant's liabilities and responsibilities specified in this Agreement or by law. ICERF expressly understands and agrees that its insurance (or that of its contractors, subcontractors and consultants as applicable) is primary and any insurance or self-insurance programs maintained by the PBC or BOE shall not contribute with insurance provided by ICERF (or its contractors or subcontractors as applicable) under this Agreement. The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

ICERF shall require its contractors, subcontractors and consultants to maintain the above-described coverages, or ICERF may provide such coverage for its contractors, subcontractors and consultants. BOE shall have no obligation to provide insurance or security for the property, material, supplies, or equipment to be used by ICERF or any of its contractors, subcontractors or consultants.

2.14 Surveys and As Built Drawings. ICERF agrees to provide ALTA surveys for the properties described on Exhibits A and B and as built drawings for the Shared Athletic Facilities to be constructed on the School Property described on Exhibit C and the School Improvements and equipment to be constructed on the School as described on Exhibit D. ICERF agrees to deliver to BOE two electronic copies of all final as built drawings, surveys, equipment manuals and warranties relating to the School Improvements and equipment constructed and installed at the School. One copy shall be maintained by BOE at its central office (currently 42 W. Madison), the other at Smyth School.

SECTION III **USE OF THE SHARED ATHLETIC FACILITIES**

3.1 Term. The Board and ICERF shall have the right to jointly use the Shared Athletic Facilities shown on Exhibit C for thirty (30) years from the Effective Date of this Agreement subject to the terms and conditions described below.

This Agreement may be terminated if:

- a. A party is in default for more than sixty (60) days after written notice and the default has not been cured or resolved within the time permitted in Section V below;

- b. All or a substantial portion of the Shared Athletic Facilities are taken by eminent domain by a governmental authority such that the facilities are no longer usable as intended. Each Party shall be entitled to receive the just compensation award for the real property and facilities that it owns;
- c. The Shared Athletic Facilities are damaged or destroyed and there is insufficient funding available to replace or rebuild the Shared Athletic Facilities within two (2) years from the date of destruction or damage; or
- d. By mutual written agreement of the Parties.

3.2 Priority Use and Scheduling. Each Party shall have the right to use and occupy the Shared Athletic Facilities during the Term of this Agreement as follows:

a. **School's Priority Use Time:** From the first day of school in September through last day of school in June (School Year), the School shall have priority use of the Shared Athletic Facilities during regular school hours (Monday through Friday 8:00 a.m. to 3:00 p.m.) for gym and for School related or sponsored programs, practices, competitions and games.

b. **ICERF Priority Use Time:** ICERF shall have priority use of the Shared Athletic Facilities at all other times, including legal and School holidays and vacation days and shall appoint a scheduler for the Shared Athletic Facilities.

ICERF agrees that the School may use the Shared Athletic Facilities when they are not being used or committed for another program. The Board shall not be required to obtain a permit or pay to use the Shared Athletic Facilities.

The Principal of the Smyth School and ICERF's Executive Director will meet when necessary to avoid any conflicts or disagreements regarding the use of the Shared Athletic Facilities. If there is a conflict or disagreement regarding schedules, maintenance, damage or use of the Shared Athletic Facilities, the Board's Chief Operating Officer or Chief of Capital Improvements and ICERF's Executive Director or their designees agree to meet and to coordinate the activities so as to maximize the efficient and safe use of the facilities.

3.3 Scheduling and Permits. ICERF shall designate a person to act as a scheduler (the "**ICERF Scheduler**") to issue permits ("Permits") to third parties ("Permittee" or "Permittees") to use the Shared Athletic Facilities during the ICERF's Priority Use Time.

Such Permits shall be issued in accordance with the ICERF's rules and regulations and shall require the Permittee to:

- a. Comply with all applicable laws, rules and regulations relating to or governing the use of the Shared Athletic Facilities, School and ICERF property;
- b. Not use or sell alcoholic or intoxicating beverages or illegal drugs on the Shared Athletic Facilities, School or ICERF property;

- c. Repair any damage to the Shared Athletic Facilities, School or ICERF Property caused by the Permittee its agents, employees, invitees, participants members and guests; and
- d. Keep the Shared Athletic Facilities, School and ICERF Property and the adjoining right of way free of debris, bottles and trash with respect to the Permittee's use of these facilities.

ICERF agrees it will not issue permits to third parties who do not clean up after their use or take responsibility for damage to the Shared Athletic Facilities and the adjacent School Property.

3.4 Utilities. ICERF shall provide and pay for all utilities required to construct, operate and maintain the Shared Athletic Facilities. ICERF shall also provide light fixtures and bulbs to illuminate the Shared Athletic Facilities. ICERF shall pay for and provide water and drainage facilities to maintain the Shared Athletic Facilities in a good and safe condition. BOE shall be responsible for the utilities and maintenance for the School Improvements.

3.5 Maintenance, Repair and Clean Up the Shared Athletic Facilities. ICERF shall, at its expense, keep the Shared Athletic Facilities in good order, condition and repair (including capital repairs and improvements), and in compliance with all applicable laws. ICERF and the School shall meet and coordinate the times that major repairs or capital improvements are performed at the Shared Athletic Facilities to enable both parties to use the Shared Athletic Facilities. ICERF shall give the Board and the School not less than thirty (30) days advance written notice for major repairs or capital improvements to be made during the School Year.

All users of the Shared Athletic Facilities (including third party Permittees) shall clean up, pick up and be responsible for up any garbage or debris that they generate at the Shared Athletic Facilities. The School (Board) agrees that it will be responsible for any debris or garbage that it generates on the Shared Athletic Facilities and shall repair and replace any damage to the Shared Athletic Facilities that it causes beyond ordinary wear and tear. The Board shall not be responsible for garbage, debris or damages to the Shared Athletic Facilities caused by or due to third parties, ICERF or its Permittees.

3.6 Inspections/Damage and Repair. Representatives of ICERF and the Board shall jointly inspect the Shared Athletic Facilities on a regular basis. If major damage results from the ICERF's or one of its Permittee's uses of the Shared Athletic Facilities, the cost of repair of such major damage shall be borne by ICERF and/or third party Permittee. If major damage results from the School's use of the Shared Athletic Facilities, the cost of repair of such major damage shall be borne by the School/Board. For purposes of this Agreement, the term "**major damage**" means damage of any kind beyond ordinary wear and tear.

3.7 Supervision. ICERF shall be responsible for the supervision and management of all ICERF activities and permitted events on the Shared Athletic Facilities. The Board shall have no duty or obligation to provide any supervision or management of the Shared Athletic Facilities during the ICERF's use thereof.

The School shall be responsible for the supervision and management of all School activities and events and use by the School of the Shared Athletic Facilities. ICERF shall have no duty or obligation to provide any supervision or management of the Shared Athletic Facilities during the School's use thereof.

3.8 Security Personnel and Cameras. During the term of this Agreement, the Board and the ICERF shall each provide the security personnel and security cameras they deem necessary for their respective use of the Shared Athletic Facilities, the adjacent School and the ICERF properties. Neither Party shall be required to provide security or cameras for the other Party's use or activities. The Board and/or the ICERF may require third parties and its Permittees to obtain appropriate security personnel as a condition to using the Shared Athletic Facilities or as a condition to the issuance of a permit to use the Shared Athletic Facilities.

3.9 Personal Property. During the Term of this Agreement neither the Board nor ICERF shall use the personal property of the other Party without its prior written consent. Each party shall be responsible for repairing or replacing any personal property damaged or lost during such party's use.

3.10 St. Ignatius Garden. As additional consideration for the use of the School Property for the Shared Athletic Facilities, the School may continue to use the St. Ignatius Garden located immediately north of the School during the term of this Agreement. A gate will be installed in the fence between the Garden and the School to enable the School to access and use the Garden. ICERF or its affiliate, St. Ignatius College Prep agree to improve and maintain the Garden to the same condition and standard as the St. Ignatius College Preparatory Campus.

3.11 Signage. ICERF and St. Ignatius may, but are not obligated, to post signage in the St. Ignatius Garden and on the Shared Athletic Facilities prohibiting loitering, littering, alcohol, smoking or other inappropriate activities or uses in the Garden or on the Shared Athletic Facilities.

SECTION IV **INDEMNIFICATION**

4.1 Indemnification by ICERF. ICERF, its contractors, subcontractors, consultants and agents shall indemnify defend (through an attorney reasonably acceptable to the Board) and hold the Board and the PBC their board members, officers, directors, employees, agents, successors and assigns harmless against any and all actions, claims, suits, losses, damages, liens, liabilities, fines, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) incurred in connection with, arising out of or incident to (a) any act or omission of the ICERF or its agents, employees, contractors, subcontractors or consultants in connection with this Agreement, or (b) the construction, access, use, management or maintenance of the Shared Athletic Facilities, or the construction of the School Improvements, the demolition of the Joyner CPC or use or entry upon the Smyth School Property. The Board shall have the right, at its sole option, to participate in the defense of any such claims, without relieving ICERF of its obligations hereunder. The foregoing indemnity shall survive any termination of this Agreement.

4.2 Indemnification by the Board. Without waiving its defenses and governmental

immunities under the Local Governmental and Governmental Employees Tort Immunity Act 745 ILCS Section 10/1 et. seq. (2007) and the Illinois School Code 105 ILCS 5/34-18.1 (2017) the Board shall indemnify and hold ICERF its board members, officers, directors, employees, agents successors and assigns harmless from and against all common law or statutory liabilities, damages, obligations, losses, claims, judgments, civil actions, costs or expenses, including reasonable attorney's fees, arising from the Board's intentional acts or omissions or its gross negligence with respect to the School's use of the Shared Athletic Facilities.

4.3 Indemnification Against Mechanic's, Materialmen and Other Liens. ICERF covenants and agrees to indemnify and hold the Board harmless from any liens or claims of mechanic's, and/or material men or similar liens arising out of the construction, repair, replacement or other work or improvements made by ICERF at or on the School. For purposes of this provision, School shall mean and be the entire Smyth School Property. ICERF further covenants and agrees that in the event the Board, without fault of its own, is made a party to any litigation due to ICERF's failure to either pay or satisfy any mechanic's or material man lien arising out of the construction, repair, replacement or other work to be performed on the Smyth School Property, that it shall defend and hold the Board and the PBC harmless and shall be responsible for any judgment rendered against the Board for any School Improvements or any work or materials provided to or for ICERF.

4.4 Notice of Accidents or Incidents. Each Party to this Agreement agrees to use its best efforts to notify the other of incidents and accidents that occur on the Shared Athletic Facilities or the School Property within 48 hours of such incident and to cooperate in providing information regarding the accident or incident.

SECTION V. DEFAULT AND TERMINATION

5.1 Conflict Resolution. The Parties agree to cooperate with each other to insure that their operations and uses of their respective properties and the Shared Athletic Facilities can safely be used and enjoyed without danger or harm to the other or the public. The Parties shall use good faith efforts to negotiate and resolve any conflicts arising out of or relating to this Agreement within sixty (60) days written notice of the conflict.

Unless otherwise specified, the Parties hereby designate ICERF's Executive Director and the Board's Chief Operating or Chief of Capital Improvements as the authorized representatives to resolve any conflicts that may arise between the Parties regarding the construction, use, operation, damage to, maintenance and/or replacement of the Shared Athletic Facilities and the School Improvements.

5.2 Event of Default. A party shall be in default if it breaches or violates any material provision of this Agreement and said breach or violation continues for a period of sixty (60) days after the non-defaulting party gives written notice thereof to the other party. A party may receive an additional sixty (60) days to cure the violation or breach, if it cannot diligently cure and resolve the violation or breach within the initial sixty (60) day period, unless the default creates a dangerous and/or unsafe condition. Dangerous and unsafe conditions must be cured immediately or the activity creating the unsafe/dangerous condition must cease immediately until

it can be cured. Any conflict or dispute regarding a request for a 60 day extension to cure a violation or breach or whether the violation creates a dangerous or unsafe condition shall be resolved in accordance with Section 5.1 above.

5.3 Termination. If the breach or violation is not cured or resolved within the time permitted in Section 5.2 above, the non-defaulting party may terminate this Agreement by giving written notice thereof stating the effective date of termination. The indemnities contained in this Agreement shall survive any termination or expiration of this Agreement. A party shall not deem termination as an exclusive remedy. Each party reserves all of its remedies at law and equity.

SECTION VI NOTICES

6.1 Notices to Parties. Any notice or other communication under this Agreement shall be in writing and shall be mailed, postage prepaid by registered or certified mail with return receipt requested, or delivered by overnight courier, or by hand delivery as follows:

If to the Board: Two separate notices to the Board's Chief Operating Officer and the Principal of Smyth School at the following address:

Board of Education of the City of Chicago	Principal
42 W. Madison	Smyth Elementary School
Chicago, IL 60602	1059 W. 13th Street
Attn: Chief Operating Officer	Chicago, IL 60608

Copy to: Board of Education of the City of Chicago
1 North Dearborn 9th Floor
Chicago, IL 60602
Attn: General Counsel

Copy to: Neal & Leroy, LLC
20 S. Clark Street, Suite 2050
Chicago, IL 60603
Attn: Langdon Neal and Terry Diamond

If to ICERF: Inner City Education and Recreational Foundation
1019 W. May Street
Chicago, IL 60608
Attn: Executive Director

Copy to: St. Ignatius College Prep
1076 Roosevelt Rd,
Chicago, IL 60608
Attn: Vice President

Copy to: John George
Akerman LLP
71 South Wacker Drive, 46th Floor
Chicago, IL 60606

If to the PBC: Public Building Commission of Chicago
50 W. Washington Room 200, Daley Center
Chicago, Illinois 60602
Attn: Executive Director

Any notice, demand or request sent by hand delivery or overnight courier is deemed received when delivered and if sent by registered or certified mail with return receipt requested, shall be deemed delivered on the date of delivery marked on the return receipt. Refusal of delivery shall have the same effect as receipt.

6.2 Address 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 by the same method of service set forth in Section 6.1 above.

SECTION VII **GOVERNMENTAL COMPLIANCE**

7.1 Compliance with the School Code and the Board's Ethic's Policy.

a. In the event of a conflict between any provisions of this Agreement and the Illinois School Code, 105 ILCS 5/1-1 *et seq.* (the "Code") the Code shall prevail and control.

b. The Board's Ethics Policy (11-0525-PO2), adopted May 25, 2011 as amended from time to time, shall be incorporated into and made part of this Agreement.

c. Conflicts – The agreements shall not be legally binding on the Board if entered into in violation of the provisions of 105ILCS5/34-21.3 which restricts the employment of or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

7.2 Investigations. Each Party to the 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 VIII **GENERAL PROVISIONS**

The following general provisions govern the Agreement:

8.1 Amendment. Except as otherwise set forth herein, this Agreement may not be amended or modified without the prior written consent of the Parties hereto.

8.2 Assignment. Neither Party shall assign the Agreement in whole or in part, without prior written approval of the other Party, which approval may be withheld in said Party's sole discretion.

8.3 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 ICERF respectively and that by their execution of this Agreement, it became the binding obligation of the Board and the ICERF respectively, subject to no contingencies or conditions except as specifically provided herein.

8.4 Binding Effect and Disclaimer of Third-Party Beneficiaries. The Agreement shall be binding upon and inure to the Parties and their respective successors and permitted assigns (as provided herein). Nothing contained in the 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 third-party beneficiary rights in this Agreement, or agent, limited or general partnership, joint venture or any association or relationship involving either ICERF or the Board.

8.5 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.

8.6 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.

8.7 Entire Agreement. The 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.

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

8.9 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.

8.10 Governing Law, Venue and Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the 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.

8.11 Incorporation. The exhibits attached hereto or referenced herein are incorporated into and shall be construed as an integral part of this Agreement.

8.12 Limitation of Liability. No elected or appointed official, member, employee or agent of the Board, the PBC or ICERF shall be individually or personally liable in connection with the Agreement.

8.13 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.

8.14 Severability. If any provision in the Agreement or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, the Agreement shall be construed as if such invalid part were never included herein and the remainder of the Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

8.15 No Waiver. No act done or thing said by a Party or its agents or employees shall constitute a cancellation, termination or modification of the Agreement, or a waiver of any covenant, agreement or condition of the Agreement, nor relieve the other Party from its obligations under the Agreement. Any waiver or release by a Party and any cancellation, termination or modification of the 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 the Agreement or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial fee during the continuance of any such breach, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition.

8.16 Criminal History Records Search. ICERF represents and warrants that, at its own cost and expense, it shall have a complete fingerprint-based criminal history records check conducted on all volunteers, employees, agents, contractors and subcontractors who may have contact with CPS students (collectively defined as "ICERF Staff") in accordance with the *Illinois School Code* (105 ILCS 5/34-18.5); the *Sex Offender and Child Murderer Community Notification Law* (730 ILCS 152/101 *et seq.*); and the *Murderer and Violent Offender Against Youth Registration Act* (730 ILCS 154/1 *et seq.*) ("Records Check"). It is understood and acknowledged that contact via text messages, live chats, emails or through any other means shall be considered "contact" for the purposes of this Section. A complete Records Check includes the following:

- i. Fingerprint-based checks through the Illinois State Police and the FBI;
- ii. A check of the Illinois Sex Offender Registry; and
- iii. A check of the Violent Offender Against Youth Database.

The results of each Records Check is subject to and shall be adjudicated by the Board's Chief Officer of Safety and Security ("**Chief Safety Officer**"). The purpose of the Records Check is to confirm that none of these persons have been convicted of any of the criminal or drug offenses enumerated in subsection (c) of 105 ILCS 5/34-18.5 or any offenses enumerated under the *Sex Offender and Child Murderer Community Notification Law* or the *Murderer and Violent Offender Against Youth Registration Act*, or have been convicted within the past seven (7) years of any other felony under the laws of Illinois or of any offense committed or attempted in any other state or against the laws of the United States that, if committed or attempted in the State of Illinois, would have been punishable as a felony under the laws of Illinois.

ICERF further represents and warrants that it shall:

- a. Utilize the process established by the Board for completing each Records Check and immediately initiate all action, as directed by the Board's Chief Safety Officer, to have such Records Check performed;
- b. Confirm with the Board's Chief Safety Officer or his/her designee that each Staff has successfully completed the Records Check and complies with the Chief Safety Officer's directives regarding the results of each Records Check;
- c. Not allow any of its Staff to have contact with a CPS student until a Records Check has been conducted for that person and adjudicated by the Board's Chief Safety Officer, and the results of the Records Check satisfy the requirements of 105 ILCS 5/34-18.5 and the requirements of all other Acts and Laws referenced in this Section, as may be amended;
- d. Comply with and require compliance of all Staff with directives from the Board relating to any updates to any Staff Records Check and provide any other information requested by the Board necessary for the performance by Board of the Records Check and its update process; and
- e. Immediately remove from providing services and terminate access for any Staff determined by the Chief Safety Officer not to have passed a Records Check update.

If ICERF fails to comply with this Section, in whole or in part, then, in addition to the Remedies set forth in the Agreement, the Board may exercise additional remedies, including but not limited to: (i) withholding any payments due under the Agreement and any others that ICERF may have with the Board; (ii) immediately terminating or *suspending* the Agreement, in whole or in part, and use of the Shared Athletic Facilities without any further obligation by the Board of any kind; or (iii) seeking liquidated damages.

For purposes of this Agreement, liquidated damages shall be calculated as \$5,000.00 per violation of the terms of this Section. Each violation of this Section by Staff or separate contact with CPS students by Staff is considered a separate violation for the purposes of the calculation of liquidated damages.

(Signature Page Follows)

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

INNER CITY EDUCATION AND RECREATIONAL FOUNDATION

By: [Signature]

Attest:

By: [Signature]
Secretary

BOARD OF EDUCATION OF THE CITY OF CHICAGO *gun*

By: [Signature]
Miguel del Valle, President

Attest:

By: [Signature]
Susan J. Narrajos, Assistant Secretary

Approved:

By: [Signature]
Janice K. Jackson, Ed.D
Chief Executive Officer

Approved as to Legal Form: *gun*

By: [Signature]
Joseph T. Moriarty
General Counsel

Authorization:

Board Report Number: 18-0822-OP 5-1

Dated: August 22, 2018 17-1025-OP1-1

18-1205-AR3-46; 19-0227-ARI-35;

19-0424-ARI-24; 19-0626-AR3-17

EXHIBIT A

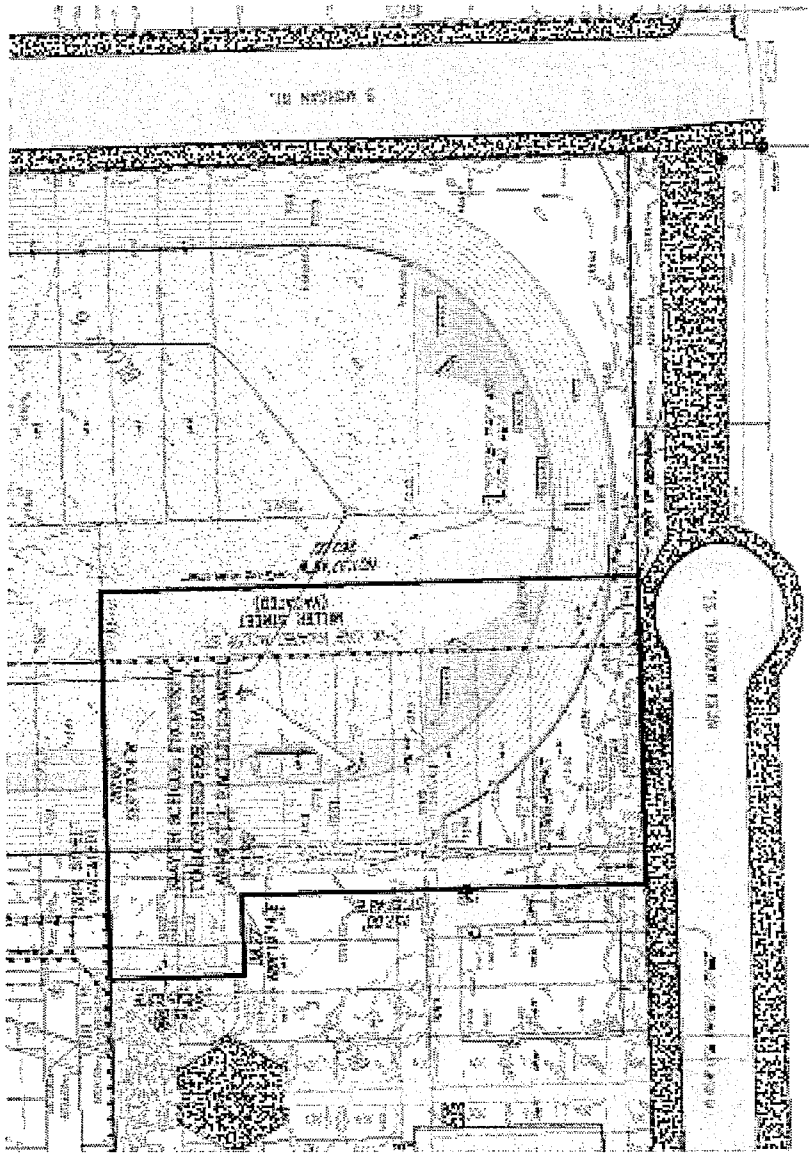
**LEGAL DESCRIPTION & SURVEY OF SMYTH SCHOOL PROPERTY
TO BE USED FOR SHARED ATHLETIC FACILITIES**

AN IRREGULAR SHAPED PARCEL OF LAND LOCATED AT THE FAR EAST END OF SMYTH SCHOOL GENERALLY DESCRIBED AND DEPICTED AS FOLLOWS:

THAT PART OF BLOCK 3 IN HENRY WALLER'S SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ALONG WITH THAT PART OF THE VACATED ALLEYS IN SAID BLOCK 3 AND THAT PART OF THE VACATED 13TH STREET AND VACATED MILLER STREET DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF VACATED MILLER STREET AND THE NORTH RIGHT OF WAY LINE OF MAXWELL STREET; THENCE NORTH 0 DEGREES 37 MINUTES 49 SECONDS WEST ON THE CENTER LINE OF SAID VACATED MILLER STREET 262.00 FEET TO THE CENTER LINE OF VACATED 13TH STREET; THENCE SOUTH 88 DEGREES 19 MINUTES 14 SECONDS WEST ON THE CENTER LINE OF SAID VACATED 13TH STREET 187.62 FEET; THENCE SOUTH 0 DEGREES 45 MINUTES 02 SECONDS EAST A DISTANCE OF 65 FEET, THENCE EAST ALONG A LINE PARALLEL TO THE SOUTH LINE OF VACATED 13TH STREET A DISTANCE OF 38.79 FEET; THENCE SOUTH ALONG A LINE PARALLEL TO THE CENTERLINE OF VACATED MILLER STREET A DISTANCE OF 197 FEET TO THE NORTH RIGHT OF WAY LINE OF WEST MAXWELL STREET; THENCE EAST APPROXIMATELY 148.24 FEET TO THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS.

SAID PARCEL IS APPROXIMATELY .95 ACRES OR 41,360 SQUARE FEET MORE OR LESS OF WHICH 0.198 ACRES LIES WITHIN VACATED MILLER STREET. SEE PLAT ATTACHED.

PLAT OF LEGAL DESCRIPTION



THIS PLAT OF LEGAL DESCRIPTION IS A PART OF THE RECORDS OF THE REGISTERED PROFESSIONAL SURVEYORS' BOARD OF THE STATE OF NORTH CAROLINA, AND IS SUBJECT TO THE PROVISIONS OF THE ACTS OF THE LEGISLATURE OF THE STATE OF NORTH CAROLINA, RELATIVE TO THE REGISTRATION OF SURVEYORS, AND TO THE REGISTRATION OF PLATS OF LEGAL DESCRIPTIONS.

THE SURVEY WAS MADE BY ME, THE SURVEYOR, AND I AM A REGISTERED PROFESSIONAL SURVEYOR OF THE STATE OF NORTH CAROLINA, AND I AM NOT PROVIDING ANY WARRANTY OR GUARANTEE OF ACCURACY FOR THIS PLAT OF LEGAL DESCRIPTION.

DATE OF SURVEY: 10/15/2011

DATE OF PLAT: 10/15/2011



DLZ DESIGN & LAND ZONING 1000 W. HARRIS STREET, SUITE 100 RALEIGH, NC 27601 TEL: 919.876.1234 FAX: 919.876.1235 WWW.DLZDESIGN.COM		PLAT OF LEGAL DESCRIPTION 1000 W. HARRIS STREET, SUITE 100 RALEIGH, NC 27601		PLAT OF LEGAL DESCRIPTION 1000 W. HARRIS STREET, SUITE 100 RALEIGH, NC 27601	
DATE	10/15/2011	SCALE	1" = 50'	PROJECT	1000 W. HARRIS STREET, SUITE 100
DRAWN BY	J. MURPHY	CHECKED BY	J. MURPHY	DATE	10/15/2011
DATE	10/15/2011	SCALE	1" = 50'	PROJECT	1000 W. HARRIS STREET, SUITE 100
DRAWN BY	J. MURPHY	CHECKED BY	J. MURPHY	DATE	10/15/2011

EXHIBIT B

LEGAL DESCRIPTION & SURVEY OF ICERF PROPERTY (RICE FIELD) TO BE USED FOR SHARED ATHLETIC FACILITIES

A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 20 TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, COMPRISING ALL OR A PART OF LOTS 1 THROUGH 13 AND 28 THROUGH 32 IN BARRON'S SUBDIVISION OF BLOCK 5 IN BRAND'S ADDITION TO CHICAGO IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 20, AFORESAID; ALSO ALL OR PART OF LOTS 2 THROUGH 33 IN BLOCK 1 AND ALL OF LOTS 1 THROUGH 49 IN BLOCK 2 IN HENRY WALLER'S SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 20; ALSO THE ADJOINING STREETS AND ALLEYS AS VACATED BY DOCUMENT NO. 21549748, RECORDED JULY 16TH, 1971, WHICH LIE WITHIN SAID TRACT OF LAND, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF S. MORGAN STREET WITH THE SOUTH LINE OF W. ROOSEVELT ROAD, AS WIDENED, SAID POINT BEING ON THE EAST LINE OF LOT 1 IN BARRON'S SUBDIVISION OF BLOCK 5 AFORESAID, AND 42.0 FEET SOUTH OF NORTHEAST CORNER OF SAID LOT 1 AND RUNNING.

THENCE WEST ALONG THE SOUTH LINE OF W. ROOSEVELT ROAD, AS WIDENED, BEING A LINE 42.0 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF BARRON'S SUBDIVISION OF BLOCK 5 AFORESAID AND THE NORTH LINE OF BLOCK 1 IN SAID HENRY WALLER'S SUBDIVISION, A DISTANCE OF 576.56 FEET, TO ITS INTERSECTION WITH THE SOUTHEASTERLY LINE OF S. BLUE ISLAND AVENUE;

THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE OF S. BLUE ISLAND AVENUE, BEING THE NORTHWESTERLY LINE OF SAID BLOCKS 1 AND 2, AND SAID NORTH WESTERLY LINE EXTENDED, IN HENRY WALLER'S SUBDIVISION AFORESAID, A DISTANCE OF 620.08 FEET, TO ITS INTERSECTION WITH THE CENTER LINE OF VACATED W. 13TH STREET;

THENCE EAST ALONG SAID CENTER LINE OF VACATED W. 13TH STREET, A DISTANCE OF 683.87 FEET TO ITS INTERSECTION WITH THE WEST LINE OF VACATED S. MILLER STREET;

THENCE NORTH ALONG SAID WEST LINE OF VACATED S. MILLER STREET, BEING THE EAST LINE OF SAID BLOCK 2 AND SAID EAST LINE EXTENDED, IN HENRY WALLER'S SUBDIVISION AFORESAID, A DISTANCE OF 328.28 FEET, TO A POINT OF INTERSECTION WITH THE NORTH LINE OF VACATED W. WASHBURNE AVENUE, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 33 IN SAID BLOCK 1 IN HENRY WALLER'S SUBDIVISION AFORESAID;

THENCE EAST ALONG THE EASTWARD EXTENSION OF SAID NORTH LINE OF VACATED W. WASHBURNE AVENUE, SAID NORTH LINE BEING THE SOUTH LINE OF BLOCK 1 IN HENRY WALLER'S SUBDIVISION, AFORESAID, A DISTANCE OF 237.50 FEET TO ITS INTERSECTION WITH THE WEST LINE OF S. MORGAN STREET;

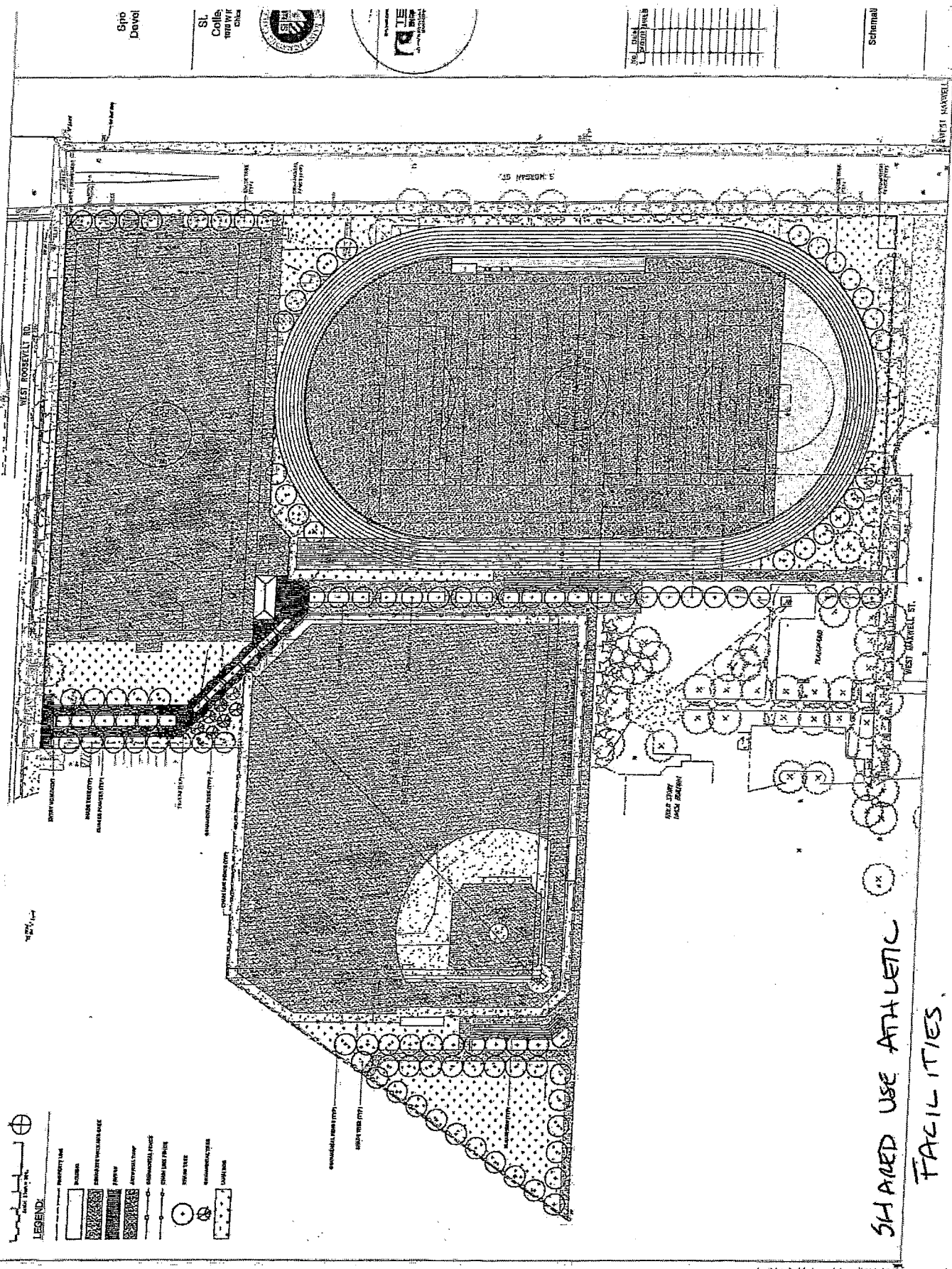
THENCE NORTH ALONG SAID WEST LINE OF S. MORGAN STREET BEING THE EAST LINE OF BARRON'S SUBDIVISION OF BLOCK 5, AFORESAID, A DISTANCE OF 187.31 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

CONTAINING 308202 SQUARE FEET (7.075 ACRES) OF LAND MORE OR LESS.

EXHIBIT C

**SITE PLAN OF THE SHARED ATHLETIC FACILITIES
TO BE CONSTRUCTED ON SMYTH SCHOOL AND ICERF PROPERTY**

EXHIBIT C



SHARED USE ATHLETIC FACILITIES.

LEGEND

- PROPERTY LINE
- WALKWAY
- PERMANENT PAVEMENT
- PERMANENT GRAVEL
- PERMANENT ASPHALT
- PERMANENT CONCRETE
- PERMANENT CURB
- PERMANENT FENCE
- PERMANENT SIGN
- PERMANENT LIGHT
- PERMANENT UTILITY

St. Collins
Development



WEST WAINWRIGHT ST.

WEST ROOSEVELT BLVD.

WEST WAINWRIGHT ST.

EXHIBIT D

DESCRIPTION OF THE SCHOOL IMPROVEMENTS TO BE CONSTRUCTED AND EQUIPMENT INSTALLED BY ICERF ON SMYTH SCHOOL PROPERTY

In exchange for the use of the School Property, ICERF will make the following improvements at its expense to Smyth School including,

- (1.) Demolishing the Joyner CPC building adjacent to Smyth,
- (2.) Installing a drop off/ driveway to the school from Blue Island,
- (3.) Sodding & landscaping the CPC site to add green space;
- (4.) Installing a new playground to the east of the School building;
- (5.) Installing a new Smyth School identification sign/marque; and
- (6.) Installing new perimeter fencing around Smyth with a gate to the St. Ignatius Garden immediately north of Smyth School.

The Board shall provide conceptual drawings for the School Improvements to ICERF. ICERF shall obtain construction plans and specifications for the School Improvements which shall be subject to the Board's approval which shall not be unreasonably withheld. The Board will assist ICERF and their contractors obtain permits and fee waivers for the School Improvements and the demolition of the Joyner CPC.

