

Contract Summary Sheet

Contract (PO) Number: 11762

Specification Number: 46389

Name of Contractor: CHICAGO PARK DISTRICT

City Department: PLANNING & DEVELOPMENT

Title of Contract: Sangamon and Adams Park

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):

\$6,220,000.00

PO Start Date: 4/27/2006

PO End Date: 10/27/2007

Brief Description of Work: Sangamon and Adams Park

Procurement Services Contact Person: THOMAS DZIEDZIC

Vendor Number: 1050662

Submission Date: APR 21 2006

AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL
AGREEMENT WITH CHICAGO PARK DISTRICT FOR
ACQUISITION OF PROPERTY FOR DEVELOPMENT
OF PARK AT NORTHEAST CORNER OF WEST
ADAMS STREET AND SOUTH
SANGAMON STREET.

The Committee on Finance submitted the following report:

CHICAGO, July 29, 2003.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of an intergovernmental agreement between the City of Chicago and the Chicago Park District regarding a park within the Near West Redevelopment Project Area, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City"), is a home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The Chicago Park District (the "Park District"), is an Illinois municipal corporation and a unit of local government under Article VII, Section 1 of the 1970 Constitution of the State of Illinois and, as such, is authorized to exercise control over and supervise the operation of all parks within the corporate limits of the City; and

WHEREAS, The Park District has proposed the acquisition of certain parcels of land generally located at the northeast corner of South Sangamon Street and West Adams Street and legally described in Exhibit A (the "Property"), to build and maintain a park on the Property (the "Project"); and

WHEREAS, The Property lies wholly within the boundaries of the Near West Redevelopment Area (as hereinafter defined); and

WHEREAS, The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended from time to time (the "Act"), to finance projects that eradicate blight conditions and conservation factors that could lead to blight through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, In accordance with the provisions of the Act, and pursuant to ordinances adopted on February 16, 2000 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal of Proceedings*") for said date at pages 25276 -- 25432, the City Council: (i) approved and adopted a redevelopment plan and project (the "Plan") for a portion of the City known as the "Central West Redevelopment Project Area" (the "Central West Redevelopment Area"); (ii) designated the Central West Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Central West Redevelopment Area; and

WHEREAS, In accordance with the provisions of the Act, and pursuant to ordinances adopted on March 23, 1989 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal of Proceedings*") for said date at pages 25874 -- 25933, the City Council: (i) approved and adopted a redevelopment plan and project (the "Plan") for a portion of the City known as the "Madison/Racine Redevelopment Project Area" (the "Madison/Racine Redevelopment Area"); (ii) designated the Madison/Racine Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Madison/Racine Redevelopment Area; and

WHEREAS, To induce redevelopment in areas adjacent to the Madison/Racine Redevelopment Project Area, on June 10, 1996 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal of Proceedings*") for said date at pages 23188 -- 23367, the City Council expanded the boundaries of the Madison/Racine Redevelopment Project Area, and such expanded area was renamed the "Near West Redevelopment Project Area" (the "Area"), pursuant to ordinances adopting a plan and project for the Area (the "Near West Plan"), designating the Area as a redevelopment project area under the Act and adopting tax increment financing for the Area; and

WHEREAS, Under 65 ILCS 5/11-74.4-3(q)(7), such incremental ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs (Increment collected from the Central West Redevelopment Area shall be known as the "Central West Increment"; Increment collected from the Near West Redevelopment Area shall be known as the "Near West Increment"; and together, the Central West Increment and the Near West Increment shall be known as the "City Increment"); and

WHEREAS, Pursuant to 65 ILCS 5/11-74.4-4(q), the City can use Increment from one redevelopment project area for eligible redevelopment project costs in another redevelopment project area that is either contiguous to, or is separated only by a public right-of-way from, the redevelopment project area from which the Increment is received (the "Transfer Rights"); and

WHEREAS, Central West Redevelopment Area is either contiguous to, or is separated only by a public right-of-way from, the Near West Redevelopment Area; and

WHEREAS, D.P.D. wishes to make available to the Park District a portion of the City Increment in an amount not to exceed Six Million Two Hundred Twenty Thousand Dollars (\$6,220,000) for the purpose of partially funding the acquisition

and development of the Property (the "T.I.F.-Funded Improvements") in the Central West Redevelopment Area to the extent and in the manner provided in the Agreement (as hereinafter defined); and

WHEREAS, The City will agree and contract to exercise its Transfer Rights pursuant to the Act, the Near West Ordinance and the Near West Plan in order to pay for certain T.I.F.-Funded Improvements in the Central West Redevelopment Area, to the extent and in the manner provided in the Agreement; and

WHEREAS, The Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Central West Redevelopment Area; and

WHEREAS, The Park District is a taxing district under the Act; and

WHEREAS, In accordance with the Act, the T.I.F.-Funded Improvements shall include such of the Park District's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Plan, and the City has found that the T.I.F.-Funded Improvements consist of the cost of the Park District's capital improvements that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-3(u) of the Act; and

WHEREAS, The City and the Park District wish to enter into an intergovernmental agreement in substantially the form attached as Exhibit B (the "Agreement") whereby the City shall pay for or reimburse the Park District for a portion of the T.I.F.-Funded Improvements; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The above recitals are expressly incorporated in and made a part of this ordinance as though fully set forth herein.

SECTION 2. The City hereby finds that the T.I.F.-Funded Improvements, among other eligible redevelopment project costs under the Act approved by the City, consist of the cost of the Park District's capital improvements that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-3(u) of the Act.

SECTION 3. Subject to the approval of the Corporation Counsel of the City of Chicago as to form and legality, and to the approval of the City Comptroller, the Commissioner of D.P.D. is authorized to execute and deliver the Agreement, and such other documents as are necessary, between the City of Chicago and the Park District, which Agreement may contain such other terms as are deemed necessary or appropriate by the parties executing the same on the part of the City.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 5. This ordinance shall be in full force and effect from and after the date of its passage.

Exhibits "A" and "B" referred to in this ordinance read as follows:

Exhibit "A".
(To Ordinance)

General Location: Northeast corner of South Sangamon Street and West Adams Street, Chicago, Illinois.

Permanent Index Numbers: 17-17-213-005, 17-17-213-006, 17-17-213-007, 17-17-213-012.

Legal Description: Lots 1 -- 8, inclusive, of Spry's Subdivision of Lots 11,12 and 13 of Block 8 of Duncan's Addition to Chicago, a subdivision of the east half of the northeast quarter of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois;

Also,

Lots 4 -- 10, inclusive, of Block 8 of Duncan's Addition to Chicago, a subdivision of the east half of the northeast quarter of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Exhibit "B".
(To Ordinance)

Intergovernmental Agreement.

This Agreement is made this ___ day of _____ (the "Closing Date"), under authority granted by Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., by and between the City of Chicago (the "City"), an Illinois municipal corporation, by and through its Department of Planning and Development ("D.P.D.") and the Chicago Park District (the "Park District"), an Illinois municipal corporation. The Park District and the City are sometimes referred to herein as the "Parties".

Recitals.

A. The City is a home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs.

B. The Park District is a unit of local government under Article VII, Section 1 of the 1970 Constitution of the State of Illinois and, as such, has the authority to exercise control over and supervise the operation of all parks within the corporate limits of the City.

C. The Park District has proposed the acquisition of certain parcels of land generally located at the northeast corner of South Sangamon Street and West Adams Street and legally described in (Sub)Exhibit A (the "Property"), to build and maintain a park on the Property (the "Project").

D. _____ (the "Owner") owns the Property.

E. The Property lies wholly within the boundaries of the Central West Redevelopment Area (as hereinafter defined).

F. The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended from time to time (the "Act"), to finance projects that eradicate blight conditions and conservation factors that could lead to blight through the use of tax increment allocation financing for redevelopment projects.

G. In accordance with the provisions of the Act, pursuant to ordinances adopted on February 16, 2000 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 25276 -- 25432, the City Council: (i) approved and adopted a redevelopment plan and project (the "Central West Plan") for a portion of the City known as the "Central West Redevelopment Project Area" (the "Central West Redevelopment Area"); (ii) designated the Central West Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Central West Redevelopment Area (collectively, the "Central West Ordinances").

H. In accordance with the provisions of the Act, and pursuant to ordinances adopted on March 23, 1989 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal of Proceedings*") for said date at pages 25874 -- 25933, the City Council: (i) approved and adopted a redevelopment plan and project (the "Plan", a copy of which is attached hereto as (Sub)Exhibit B) for a portion of the City known as the "Madison/Racine Redevelopment Project Area" (the "Madison/Racine Redevelopment Area"); (ii) designated the Madison/Racine Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Madison/Racine Redevelopment Area.

I. In accordance with the provisions of the Act, pursuant to ordinances adopted on June 10, 1996 and published in the *Journal of the Proceedings of the City Council of City of Chicago* (the "*Journal of Proceedings*") for said date at pages 23188 -- 23367, the City Council expanded the boundaries of the Madison/Racine Redevelopment Project Area, and such expanded area was renamed the "Near West Redevelopment Project Area" (the "Area"), pursuant to ordinances adopting a plan and project for the Area (the "Near West Plan"), designating the Area as a redevelopment project area under the Act and adopting tax increment financing for the Area.

J. Under 65 ILCS 5/11 -74.4-3(q)(7), such incremental ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs (Increment collected from the Near West Redevelopment Area shall be known as the "Near West Increment"; Increment collected from the Central West Redevelopment Area shall be known as the "Central West Increment"; and together, the Near West Increment and the Central West Increment shall be know as the "City Increment").

K. Pursuant to 65 ILCS 5/11-74.4-4(q), the City can use Increment from one redevelopment project area for eligible redevelopment project costs in another redevelopment project area that is either contiguous to, or is separated only by a public right of way from, the redevelopment project area from which the Increment is received (the "Transfer Rights").

L. D.P.D. wishes to make available to the Park District a portion of the City Increment in an amount not to exceed Six Million Two Hundred Twenty Thousand Dollars (\$6,220,000) (the "T.I.F. Assistance") for the purpose of partially funding the acquisition of the Property (the "T.I.F.-Funded Improvements") in the Central West Redevelopment Area to the extent and in the manner provided in the Agreement (as hereinafter defined).

M. The City will agree and contract to exercise its Transfer Rights pursuant to the Act, the Near West Ordinance and the Near West Plan in order to pay for certain T.I.F.-Funded Improvements in the Central West Redevelopment Area, to the extent and in the manner provided in the Agreement.

N. The Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Central West Redevelopment Area.

O. The Park District is a taxing district under the Act.

P. In accordance with the Act, the T.I.F.-Funded Improvements shall include such of the Park District's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Plan, and the City has found that the T.I.F.-Funded Improvements consist of the cost of the Park District's capital improvements that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-3(u) of the Act.

Q. The City and the Park District wish to enter into this Agreement whereby the City shall pay for or reimburse the Park District for a portion of the T.I.F.-Funded Improvements.

R. On _____, 2003, the City Council adopted an ordinance published in the *Journal of Proceedings* for said date at pages _____ to _____, (the "Authorizing Ordinance"), among other things, authorizing the execution of this Agreement.

S. On _____, _____, the Park District's Board of Commissioners passed Ordinance Number _____ expressing its desire to cooperate with the City in the acquisition of the Property and the construction of the Project and authorizing the execution of this Agreement (the "Park District Ordinance").

Now, Therefore, In consideration of the mutual covenants and agreements contained herein, the above recitals which are made a contractual part of this Agreement, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Terms And Conditions.

Section 1.

The Project.

1.1

Within _____ days after execution of this Agreement the Park District agrees to purchase the Property (the "Purchase") in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Purchase or the Park District as related thereto, including but not limited to 70 ILCS 1505/0.01, et seq.

1.2

No later than eighteen (18) months from the Closing Date, or later as the Commissioner of D.P.D. (the "Commissioner") may agree in writing, the Park District shall let one (1) or more contracts for the construction of the Project in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

1.3

The plans and specifications for the Project (the "Plans and Specifications") shall at a minimum meet the general requirements set forth in (Sub)Exhibit C hereof and shall be provided to the City by the Park District prior to the disbursement of the T.I.F. Assistance. No material deviation from the Plans and Specifications may be made without the prior written approval of the City. The Park District shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

1.4

At such time as the Park District lets a contract or contracts for the Project, the Park District shall also provide the City with copies of all governmental licenses and permits required to construct the Project and to use, occupy and operate the Property as a public park from all appropriate governmental authorities, including evidence that the Property is appropriately zoned to be used, occupied and operated as a public park.

1.5

The Park District shall include a certification of compliance with the requirements of Sections 1.1, 1.2, 1.3 and 1.4 hereof with each request for the T.I.F. Assistance hereunder and at the time the Project is completed. The City shall be entitled to rely on this certification without further inquiry. Upon the City's request, the Park District shall provide evidence satisfactory to the City of such compliance.

*Section 2.**Funding.*

2.1

The City shall, subject to the Park District's satisfaction of the conditions precedent for disbursement described in this Section 2 and such other conditions contained in this Agreement, disburse the T.I.F. Assistance to the Park District. The Park District shall keep the T.I.F. Assistance in a segregated account to be used only for the Project.

2.2

The City agrees to exercise its Transfer Rights to transfer Near West Increment from the General Account in the Near West Redevelopment Project Area Special Tax Allocation Fund as set forth in the Transfer Schedule attached hereto as (Sub)Exhibit D to a special account which the City has created or shall create within the Central West Redevelopment Project Area Special Tax Allocation Fund created by the City pursuant to the Central West Ordinances; such special account is or shall be known as the "Sangamon and Adams Park Account". Any such Increment transferred pursuant to such Transfer Rights is hereinafter sometimes referred to as "Transferred Increment", Disbursement of T.I.F. Assistance funds will be subject

to the availability of Transferred Increment in the Sangamon and Adams Account, subject to all restrictions on and obligations of the City contained in all Central West Ordinances, or relating to the Transferred Increment and all agreements and other documents entered into by the City pursuant thereto.

2.3

Within ____ days after the Closing Date or such longer period of time as may be agreed to by the Commissioner, but in no event later than ____ days after the execution of this Agreement (the "Satisfaction Period"), the Park District must satisfy to the reasonable satisfaction of the Commissioner, the following conditions precedent for the City's disbursement of the T.I.F. Assistance to the Park District:

2.3.1

The Owner has satisfactory title to the Property (which may be evidenced by an acceptable title insurance policy), subject only to those title exceptions acceptable to the City and the Park District; and

2.3.2

The Park District has provided the City with:

- (a) copies of all easements and encumbrances of record (other than those arising from the Purchase);
- (b) two (2) copies of a Class A plat survey in the most recently revised form of ALTA/ACSM land title survey, acceptable in form and content to the City prepared by a surveyor registered in the State of Illinois, certified to the Park District, and certifying as to whether the Property is in an area identified by the Federal Emergency Management Agency as having special flood hazards;
- (c) evidence of searches of current financing statement, judgments, pending litigation, bankruptcy proceedings and federal and state tax liens showing no security interests, judgments, pending litigation, bankruptcy proceedings or federal or state tax liens on the Property or affecting the Owner;
- (d) copies of a phase I environmental audit completed with respect to the Property. Based on the City's review thereof, the City may, in its sole discretion, require the completion of a phase II environmental audit with respect to the Property prior to the Closing Date. The City reserves the right to terminate this Agreement if, in the City's view, such audits

reveal the existence of material environmental problems. Prior to the Closing Date, the Park District shall provide a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits.

2.3.3

If the Park District is unable to satisfy the conditions stated in this Section 2.3 within the Satisfaction Period, either Party may terminate this Agreement by providing written notice to the other Party.

2.4

The Park District may request that a certificate(s) of expenditure in the form of (Sub)Exhibit F hereto ("Certificates of Expenditure") be processed and executed quarterly. The City shall not execute Certificates of Expenditure in the aggregate in excess of the actual costs of the Project that are T.I.F.-Funded Improvements. Prior to each execution of a Certificate of Expenditure by the City, the Park District shall submit documentation regarding the applicable expenditures to D.P.D.. Delivery by the Park District to D.P.D. of any request for execution by the City of a Certificate of Expenditure hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for execution of a Certificate of Expenditure, that:

2.4.1

The total amount of the request for the Certificate of Expenditure represents the actual amount payable to (or paid to) the general contractor, subcontractors, and other parties who have performed work on or otherwise provided goods or services in connection with the Project, and/or their payees;

2.4.2

All amounts shown as previous payments on the current request for a Certificate of Expenditure have been paid to the parties entitled to such payment;

2.4.3

The Park District has approved all work and materials for the current request for a Certificate of Expenditure, and such work and materials conform to the Plans and Specifications; and

2.4.4

The Park District is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

2.5

The City shall have the right, in its discretion, to require the Park District to submit further documentation as the City may require in order to verify that the matters certified to in Section 2.4 are true and correct, and any execution of a Certificate of Expenditure by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by the Park District.

2.6

The current estimate of the cost of the Project is \$_____. The Park District has delivered to the Commissioner a project budget for the Project attached as (Sub)Exhibit E. The Park District certifies that it has identified sources of funds (including the T.I.F. Assistance) sufficient to complete the Project. The Park District agrees that the City will only contribute the T.I.F. Assistance to the Project and that all costs of completing the Project over the T.I.F. Assistance shall be the sole responsibility of the Park District. If the Park District at any point does not have sufficient funds to complete the Project, the Park District shall so notify the City in writing, and the Park District may narrow the scope of the Project (the "Revised Project") as agreed with the City in order to complete the Revised Project with the available funds.

2.7

(Sub)Exhibit E contains a preliminary list of capital improvements, land assembly costs, relocation costs, financing costs, and other costs, if any, recognized by the City as being eligible redevelopment project costs under the Act with respect to the Project, to be paid for out of the T.I.F. Assistance. To the extent the T.I.F.-Funded Improvements are included as taxing district capital costs under the Act, the Park District acknowledges that the T.I.F.-Funded Improvements are costs for capital improvements and the City acknowledges it has determined that these T.I.F.-Funded Improvements are necessary and directly result from the Plan. Prior to the expenditure of T.I.F. Assistance funds on the Project, the Commissioner, based upon the project budget, may make such modifications to (Sub)Exhibit E as he or

she wishes in his or her discretion to account for all of the T.I.F. Assistance funds to be expended under this Agreement; provided, however, that all T.I.F.-Funded Improvements shall (i) qualify as redevelopment project costs under the Act, (ii) qualify as eligible costs under the Plan; and (iii) be improvements that the Commissioner has agreed to pay for out of T.I.F. Assistance funds, subject to the terms of this Agreement.

2.8

The Park District hereby acknowledges and agrees that the City's obligations hereunder with respect to the T.I.F. Assistance are subject on every respect to the availability of funds as described in and limited by this Section 2.8 and by Section 2.3. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for disbursements of the T.I.F. Assistance, then the City will notify the Park District in writing of that occurrence, and the City may terminate this Agreement on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for disbursement under this Agreement are exhausted.

2.9

If the aggregate cost of the Project is less than the amount of the T.I.F. Assistance contemplated by this Agreement, the Park District shall have no claim to the difference between the amount of the T.I.F. Assistance contemplated by this Agreement and the amount of the T.I.F. Assistance actually paid by the City to the Park District and expended by the Park District on the Project.

Section 3.

Term.

The term of this Agreement shall commence on the Closing Date and shall expire on the date on which the Central West Redevelopment Area is no longer in effect, or on the date of termination of this Agreement according to its terms, whichever occurs first.

Section 4.

Environmental Matters.

4.1

It shall be the responsibility of the Park District, at its sole cost and expense, to investigate and determine the soil and environmental condition of the Property, including obtaining phase I and, if applicable, phase II environmental audits for the Property. The City makes no covenant, representation or warranty as to the environmental condition of the Property or the suitability of the Property as a park or for any use whatsoever.

4.2

The Park District agrees to carefully inspect the Property prior to commencement of any activity related to the Project to ensure that such activity shall not damage surrounding property, structures, utility lines or any subsurface lines or cables. The Park District shall be solely responsible for the safety and protection of the public. The City reserves the right to inspect the work being done on the Property. The Park District agrees to restore the Property to its original condition in the event that the Property is not conveyed to the Park District. The Park District agrees to keep the Property free from all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for the Park District.

4.3

The Park District may request a right of entry from the Owner for the purpose of conducting environmental tests on the Property. Prior to exercising its rights under the right of entry, the Park District or its contractor must obtain all necessary permits, and applicable insurance as described in Section 5 hereof.

Section 5.

Insurance.

5.1

The Park District shall provide and maintain at the Park District's own expense,

or cause to be provided during the term of this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

5.1.1 Workers' Compensation and Employer's Liability.

Workers' Compensation as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than One Hundred Thousand Dollars (\$100,000) each accident or illness.

5.1.2 Commercial General Liability (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage liability. Coverages shall include the following: all premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

5.1.3 Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Park District shall provide or cause to be provided, Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage.

5.1.4 Professional Liability.

When any architects, engineers or professional consultants perform work in connection with this Agreement, the Park District shall cause to be provided, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than One Million Dollars (\$1,000,000).

5.2

The Park District will furnish the City at the address stated in Section 8.13, original Certificates of Insurance evidencing the required coverage to be in force on

the Closing Date, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Park District shall submit evidence of insurance on the City's Insurance Certificate Form or equivalent prior to the Closing Date. The receipt of any certificate does not constitute agreement by the City 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 Agreement requirements. The failure of the City to obtain certificates or other insurance evidence shall not be deemed to be a waiver by the City.

5.3

The Park District shall advise all insurers of the provisions of this Agreement regarding insurance. Non-conforming insurance shall not relieve the Park District of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or this Agreement may be terminated.

5.4

The required insurance shall provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

5.5

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by the Park District and its contractors.

5.6

The Park District agrees that insurers shall waive their rights of subrogation against the City, its employees, elected officials, agents, or representatives.

5.7

The Park District expressly understands and agrees that any coverage and limits furnished by the Park District shall in no way limit the Park District's liabilities and responsibilities specified by this Agreement or by law.

5.8

The Park District expressly understands and agrees that any insurance or self-insurance programs maintained by the City shall not contribute with insurance provided by the Park District under this Agreement.

5.9

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.

5.10

The Park District shall require all subcontractors to provide the insurance required herein or the Park District may provide the coverages for subcontractors. All subcontractors shall be subject to the same insurance requirements of the Park District unless otherwise specified herein. In all contracts relating to the Project, the Park District agrees to require the contractor to name the City as an additional insured on insurance coverages and to require the contractor to indemnify the City from all claims, damages, demands, losses, suits, actions, judgments and expenses including but not limited to attorney's fees arising out of or resulting from work on the Project by the contractor or contractor's suppliers, employees, or agents.

5.11

The City's Risk Management Department maintains the right to modify, delete, alter or change these requirements.

Section 6.

Indemnity/No Personal Liability.

6.1

The Park District agrees to indemnify and hold the City, its officers and employees, harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses, including, without limitation, reasonable attorney's fees and court costs suffered or incurred by the City arising from or in

connection with (i) the Park District's failure to comply with any of the terms, covenants and conditions contained in this Agreement; or (ii) the Park District's or any contractor's failure to pay general contractors, subcontractors or materialmen in connection with the Project. The defense and indemnification obligations in this Section 6.1 shall survive any termination or expiration of this Agreement.

6.2

No elected or appointed official or member or employee or agent of the City or the Park District shall be individually or personally liable in connection with this Agreement.

Section 7.

Default.

7.1

If the Park District, without the City's written consent, does not have satisfactory title to the Property within _____ days after the execution of this Agreement, the City may terminate this Agreement by providing written notice to the Park District. If the City so terminates this Agreement, the Park District shall reimburse the City for the full amount of the Project Assistance.

7.2

If the Park District, without the City's written consent fails to complete the Project within _____ months after the date of execution of this Agreement, then the City may terminate this Agreement by providing written notice to the Park District. If the City so terminates this Agreement, the Park District shall reimburse the City for the full amount of the T.I.F. Assistance.

7.3

In the event the Park District fails to perform, keep or observe any of its covenants, conditions, promises, agreements or obligations under this Agreement not identified in Section 7.1 and 7.2 and such default is not cured as described in Section 7.3 hereof, the City may terminate this Agreement.

7.4

Prior to termination, the City shall give its notice of intent to terminate thirty (30) days prior to termination at the address specified in Section 8.13 hereof, and shall state the nature of the default. In the event Park District does not cure such default within the thirty (30) day notice period, such termination shall become effective at the end of such period; provided, however, with respect to those defaults which are not capable of being cured within such thirty (30) day period, the Park District shall not be deemed to have committed such default and no termination shall occur if the Park District has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

7.5

The City may, in any court of competent jurisdiction, by any proceeding at law or in equity, secure the specific performance of the agreements contained herein, or may be awarded damages for failure of performance, or both.

Section 8.***General Provisions.*****8.1 Authority.**

Execution of this Agreement by the City is authorized by the Authorizing Ordinance. Execution of this Agreement by the Park District is authorized by the Park District Ordinance. The Parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

8.2 Assignment.

This Agreement, or any portion thereof, shall not be assigned by either Party without the prior written consent of the other.

8.3 Compliance With Laws.

The Parties agree to comply with all federal, state and local laws, status,

ordinances, rules, regulations, codes and executive orders relating to this Agreement.

8.4 Consents.

Whenever the consent or approval of one (1) or both Parties to this Agreement is required hereunder, such consent or approval will not be unreasonably withheld.

8.5 Construction Of Words.

As used in this Agreement, the singular of any word shall include the plural, and vice versa. Masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires.

8.6 Counterparts.

This Agreement may be executed in several counterparts and by a different Party in separate counterparts, with the same effect as if all Parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one (1) and the same instrument.

8.7 Further Assurance.

The Parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.

8.8 Governing Law And Venue.

This Agreement will be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to the principles of conflicts of law thereof. 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.

8.9 Integration.

This Agreement constitutes the entire agreement between the Parties, merges all discussions between them and supersedes and replaces any and every other prior

or contemporaneous agreement, negotiation, understanding, commitments and writing with respect to such subject matter hereof.

8.10 Parties' Interest/No Third Party Beneficiaries.

This Agreement shall be binding upon the Parties, and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Parties, and their respective successors and permitted assigns (as provided herein). This Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a Party and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this Agreement, nor any act of the Parties shall be deemed or construed by any of the Parties hereto or by third parties, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving any of the Parties.

8.11 Modification Or Amendment.

This Agreement may not be altered, modified or amended except by a written instrument signed by both Parties.

8.12 No Implied Waivers.

No waiver by either Party of any breach of any provision of this Agreement will be a waiver of any continuing or succeeding breach of the breached provision, a waiver of the breached provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to, or demand on, either Party in any case will, of itself, entitle that Party to any further notice or demand in similar or other circumstances.

8.13 Notices.

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram, facsimile (fax); (c) overnight courier or (d) registered or certified first class mail, return receipt requested.

To The City:

City of Chicago
Department of Planning and
Development
Attention: Commissioner
City Hall, Room 1000
121 North LaSalle Street
Chicago, Illinois 60602
Telephone: (Omitted for printing
purposes)
Fax: (Omitted for printing purposes)

with copies to:

City of Chicago
Department of Law
Attention: Finance and Economic
Development Division
City Hall, Room 600
121 North LaSalle Street
Chicago, Illinois 60602
Telephone: (Omitted for printing
purposes)
Fax: (Omitted for printing purposes)

To The Park District:

Chicago Park District
Attention: General Superintendent
541 North Fairbanks Court
Chicago, Illinois 60611
Telephone: (Omitted for printing
purposes)
Fax: (Omitted for printing purposes)

with copies to:

Chicago Park District
General Counsel
541 North Fairbanks Court
Chicago, Illinois 60611
Telephone: (Omitted for printing
purposes)
Fax: (Omitted for printing purposes)

Such addresses may be changed by notice to the other Party given in the same manner provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) above shall be deemed received upon such personal service or dispatch. Any notice, demand or request sent pursuant to clause (c) above shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to clause (d) above shall be deemed received two (2) business days following deposit in the mail.

8.14 Remedies Cumulative.

The remedies of a Party hereunder are cumulative and the exercise of any one (1) 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.

8.15 Representatives.

Immediately upon execution of this Agreement, the following individuals will represent the Parties as a primary contact in all matters under this Agreement.

For The City:

Kathy Dickhut
City of Chicago
Department of Planning and
Development
City Hall, Room 1003
121 North LaSalle Street
Chicago, Illinois 60602
Telephone: (Omitted for printing
purposes)
Fax: (Omitted for printing purposes)

For The Park District:

Robert Megquier, Director of Planning
and Development
Chicago Park District
541 North Fairbanks Court
Chicago, Illinois 60611
Telephone: (Omitted for printing
purposes)
Fax: (Omitted for printing purposes)

Each Party agrees to promptly notify the other Party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such Party for the purpose hereof.

8.16 Severability.

If any provision of this Agreement, or the application thereof, to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth herein.

8.17 Survival Of Agreements.

Except as otherwise contemplated by this Agreement, all covenants and agreements of the Parties contained in this Agreement will survive the consummation of the transactions contemplated hereby.

8.18 Titles And Headings.

Titles and headings to paragraphs contained in this Agreement are for convenience only and are not intended to limit, vary, define or expand the content of this Agreement.

8.19 Time.

Time is of the essence in the performance of this Agreement.

In Witness Whereof, Each of the Parties has caused this Agreement to be executed and delivered as of the date first above written.

City of Chicago, a municipal
corporation, by and through its
Department of Planning and
Development

By: _____
Commissioner

Chicago Park District, a body politic
and corporate

By: _____
General Superintendent

[(Sub)Exhibits "B", "C", "D", "E" and "F" referred to in this
Intergovernmental Agreement with the Chicago Park
District unavailable at time of printing.]

[(Sub)Exhibit "A" referred to in this Intergovernmental Agreement
with the Chicago Park District constitutes Exhibit "A" to the
ordinance and is printed on page 5357 of this *Journal*.]

AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL
AGREEMENT WITH ILLINOIS DEPARTMENT OF COMMERCE
AND ECONOMIC OPPORTUNITY TO PROVIDE TAX
INCREMENT FINANCING ASSISTANCE
FOR CHICAGO READ-DUNNING
REDEVELOPMENT
PROJECT
AREA.

The Committee on Finance submitted the following report:

CHICAGO, July 29, 2003.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of an intergovernmental agreement between the City of Chicago and the State of Illinois Department of Commerce and Economic Opportunity regarding the Read-Dunning Redevelopment Project Area, having had

the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois; and

WHEREAS, The State of Illinois (the "State") owns certain real property (the "Property") on which was located the former Gero and Durso building facilities (the "Buildings") at the Read-Dunning Medical Center complex directly east of North Oak Park Avenue between West Irving Park Road and Forest Preserve Drive and depicted on the map attached as (Sub)Exhibit A to the agreement (hereinafter defined); and

WHEREAS, The State, acting through the Capital Development Board ("C.D.B."), has taken steps to demolish the Buildings and related improvements and to perform environmental remediation on the Property in connection therewith (the demolition and environmental remediation on the Property being sometimes referred to herein

as the "Identified Project") in order to allow for redevelopment of the Property consistent with the Plan (hereinafter defined); and

WHEREAS, The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended from time to time (the "Act"), to finance projects that eradicate blight conditions and conservation factors that could lead to blight through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, To induce certain redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on January 11, 1991, as amended by an ordinance adopted by the City Council on May 17, 2000: "An Ordinance of the City of Chicago, Illinois Approving and Adopting a Tax Increment Redevelopment Project and Plan for the Chicago Read-Dunning Redevelopment Project Area"; "An Ordinance of the City of Chicago, Illinois Designating the Chicago Read-Dunning Redevelopment Project Area as a Tax Increment Financing District"; and "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Financing for the Chicago Read-Dunning Redevelopment Project Area" (the aforesaid ordinances, as the same may have heretofore been or hereinafter may be amended, are collectively referred to herein as the "T.I.F. Ordinances", the Redevelopment Plan approved by the T.I.F. Ordinances is referred to herein as the "Plan" and the redevelopment project area created by the T.I.F. Ordinances is referred to herein as the "Area"); and

WHEREAS, All of the Property lies wholly within the boundaries of the Area; and

WHEREAS, The State, acting through the Department of Commerce and Economic Opportunity (formerly known as the Department of Commerce and Community Affairs) ("D.C.E.O."), has agreed to convey to Chicago Paper Tube & Can Company, Inc. ("Chicago Paper"), for a nominal consideration, a parcel of land located in the Area in the vicinity of the Property (the "State Parcel") owned by D.C.E.O. that was declared surplus property pursuant to the State Property Control Act, 30 ILCS 605/1, et seq., which is to be assembled with another contiguous parcel of land (the "Venture Parcel") to be conveyed to Chicago Paper in accordance with that certain Chicago Read-Dunning Redevelopment Agreement dated as of December 14, 1994 among the State, the City and Chicago Read Joint Venture, L.P. relating to the development of Chicago Industry Tech Park for the development of an approximately sixty thousand (60,000) square foot facility for Chicago Paper (the "Chicago Paper Project") on the combined State Parcel and Venture Parcel (together the "Chicago Paper Site"); and

WHEREAS, As an inducement for the State, acting through D.C.E.O., to convey the State Parcel to Chicago Paper as aforesaid, and subject to the concurrent conveyance of the Venture Parcel in order to allow the Chicago Paper Project to proceed at the Chicago Paper Site, the City is desirous of providing a grant to the State of tax increment funds in the amount of Five Hundred Nine Thousand Six

Hundred Fifty-two and no/100 Dollars (\$509,652.00) (the "T.I.F. Grant") for certain T.I.F.-Funded Improvements (as hereinafter defined) and payable from Incremental Taxes (as hereinafter defined); and

WHEREAS, "T.I.F.-Funded Improvements" for the purposes hereof shall mean those approved improvements, activities, expenditures and costs with respect to the Identified Project, or a future Alternate Project (hereinafter defined) which (i) qualify as redevelopment project costs pursuant to the Act, (ii) are eligible costs under the Plan and (iii) the City has agreed to pay for through the T.I.F. Grant. Any such "Alternate Project" is one that occurs under the auspices of D.C.E.O. within two (2) years from the date of the agreement, constitutes T.I.F.-Funded Improvements, and is approved as such by the City; and

WHEREAS, The City is willing to fund the T.I.F. Grant for T.I.F.-Funded Improvements in connection with the Identified Project or an Alternate Project with unencumbered incremental tax revenues ("Incremental Taxes") on hand in the general account (or special tax allocation fund) for the Area established pursuant to the Act; and

WHEREAS, The Plan contemplates that tax increment financing assistance would be provided for property assembly, including but not limited to the demolition of buildings, such as the Identified Project, within the boundaries of the Area; and

WHEREAS, The City desires to enter into an intergovernmental agreement with D.C.E.O. for purposes of making the T.I.F. Grant to the State; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The above recitals are incorporated here by this reference.

SECTION 2. Subject to the approval of the Corporation Counsel of the City of Chicago as to form and legality, and to the approval of the City Comptroller, the Commissioner of the Department of Planning and Development is authorized to execute and deliver an intergovernmental agreement (the "Agreement"), in substantially the form attached as (Sub)Exhibit A, and such other documents as are necessary, between the City of Chicago and the State of Illinois Department of Commerce and Economic Opportunity, which Agreement may contain such other terms as are deemed necessary or appropriate by the parties executing the same on the part of the City.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 4. This ordinance takes effect upon passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Intergovernmental Agreement Between

*The State Of Illinois,
By And Through The Department Of Commerce
And Economic Opportunity*

And

*The City Of Chicago,
By And Through Its Department Of Planning And Development,*

Regarding Chicago Read-Dunning.

This intergovernmental agreement (this "Agreement") is made and entered into as of the _____ day of _____, 2003 by between the State of Illinois (the "State"), by and through its Department of Commerce and Economic Opportunity (formerly known as the Department of Commerce and Community Affairs) ("D.C.E.O."), and the City of Chicago (the "City"), a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, by and through its Department of Planning and Development ("D.P.D.").

Recitals.

Whereas, The State owns certain real property (the "Property") on which was located the former Gero and Durso building facilities (the "Buildings") at the Read-Dunning Medical Center complex directly east of North Oak Park Avenue between West Irving Park Road and Forest Preserve Drive and depicted on the map attached hereto as (Sub)Exhibit A; and

Whereas, The State, acting through the Capital Development Board ("C.D.B."), has taken steps to demolish the Buildings and related improvements and to perform environmental remediation on the Property in connection therewith (the demolition and environmental remediation on the Property being sometimes referred to herein as the "Identified Project") in order to allow for redevelopment of the Property consistent with the Plan (hereinafter defined); and

Whereas, The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4/1, et seq., as amended from time to time (the "Act"), to finance projects that eradicate blight conditions and conservation factors that could lead to blight through the use of tax increment allocation financing for redevelopment projects; and

Whereas, To induce certain redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on January 11, 1991, as amended by an ordinance adopted by the City Council on May 17, 2000: "An Ordinance of the City of Chicago, Illinois Approving and Adopting a Tax Increment Redevelopment Project and Plan for the Chicago Read-Dunning Redevelopment Project Area"; "An Ordinance of the City of Chicago, Illinois Designating the Chicago Read-Dunning Redevelopment Project Area as a Tax Increment Financing District"; and "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Financing for the Chicago Read-Dunning Redevelopment Project Area" (the aforesaid Ordinances, as the same may have heretofore been or hereinafter may be amended, are collectively referred to herein as the "T.I.F. Ordinances", the Redevelopment Plan approved by the T.I.F. Ordinances is referred to herein as the "Plan" and the redevelopment project area created by the T.I.F. Ordinances is referred to herein as the "Area"); and

Whereas, All of the Property lies wholly within the boundaries of the Area; and

Whereas, The State, acting through D.C.E.O. has agreed to convey to Chicago Paper Tube & Can Company, Inc. ("Chicago Paper"), for a nominal consideration, a parcel of land located in the Area in the vicinity of the Property (the "State Parcel") owned by D.C.E.O. that was declared surplus property pursuant to the State Property Control Act, 30 ILCS 605/1, et seq., which is to be assembled with another contiguous parcel of land (the "Venture Parcel") to be conveyed to Chicago Paper in accordance with that certain Chicago Read-Dunning Redevelopment Agreement dated as of December 14, 1994 among the State, the City and Chicago Read Joint Venture, L.P. relating to the development of Chicago Industry Tech Park for the development of an approximately sixty thousand (60,000) square foot facility for Chicago Paper (the "Chicago Paper Project") on the combined State Parcel and Venture Parcel (together the "Chicago Paper Site"); and

Whereas, As an inducement for the State, acting through D.C.E.O., to convey the State Parcel to Chicago Paper as aforesaid, and subject to the concurrent conveyance of the Venture Parcel in order to allow the Chicago Paper Project to proceed at the Chicago Paper Site, the City is desirous of providing a grant to the State of tax increment funds in the amount of Five Hundred Nine Thousand Six Hundred Fifty-two and no/100 Dollars (\$509,652.00) (the "T.I.F. Grant") for certain T.I.F. Funded Improvements (as hereinafter defined) and payable from Incremental Taxes (as hereinafter defined), subject to the terms and conditions set forth herein; and

Whereas, "T.I.F. Funded Improvements" for the purposes hereof shall mean those approved improvements, activities, expenditures and costs with respect to the Identified Project or the Alternate Project (as hereinafter defined) which (i) qualify as redevelopment project costs pursuant to the Act, (ii) are eligible costs under the Plan and (iii) the City has agreed to pay for through the T.I.F. Grant, subject to the terms of this Agreement; and

Whereas, The City is willing to fund the T.I.F. Grant for T.I.F. Funded Improvements in connection with the Identified Project or the Alternate Project with unencumbered incremental tax revenues ("Incremental Taxes") on hand in the general account (or special tax allocation fund) for the Area established pursuant to the Act; and

Whereas, The Plan, a copy of which is attached hereto as (Sub)Exhibit B, contemplates that tax increment financing assistance would be provided for property assembly, including but not limited to the demolition of buildings, such as the Identified Project, within the boundaries of the Area;

Now, Therefore, In consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Article One.

Incorporation Of Recitals.

The recitals set forth above are incorporated herein by reference and made a part hereof.

Article Two.

The Identified Project Or Alternate Project.

1. The State, acting through C.D.B., has heretofore undertaken the Identified Project. Based on supporting documentation and information submitted to and reviewed by the City, the City has determined that prior expenditures on account of the Identified Project in at least the amount of the intended T.I.F. Grant have been paid and have been determined to constitute T.I.F. Funded Improvements that can be reimbursed with the T.I.F. Grant.

2. The State, acting through D.C.E.O., may reserve the right to have the T.I.F. Grant applied to a future Alternate Project comprised of T.I.F. Funded Improvements, by making the request referred to in Section 2 of Article Three. For the purposes hereof, an "Alternate Project" shall mean one that occurs under the auspices of D.C.E.O. within two (2) years from the date hereof, constitutes T.I.F. Funded Improvements and is approved as such by the City through an approved Certificate of Expenditure in accordance with Article Three.

Article Three.

Funding.

1. Unless D.C.E.O. makes a request to defer payment in accordance with Section 2 below of this Article Three, the City shall provide to the State, for the benefit of C.D.B. unless there is provided acceptable evidence from C.D.B. that it should be for the benefit of D.C.E.O., at the time of the closing of the acquisition by Chicago Paper of the Chicago Paper Site (the "Closing"), the T.I.F. Grant from Incremental Taxes; provided that D.P.D. has received and approved with respect to the Identified Project a Certificate of Expenditure in the form (Sub)Exhibit C attached hereto along with evidence of the expenditures regarding T.I.F. Funded Improvements for which the State seeks reimbursement.

2. At the written request of D.C.E.O. to D.P.D. if D.C.E.O. desires to reserve the right to have the T.I.F. Grant reimburse expenditures for a future Alternate Project, the T.I.F. Grant shall be deposited in an escrow with an acceptable local title company established at the expense of D.C.E.O. At the time the escrow is

established, there shall be deposited and held therein the Certificate of Expenditure referred to in Section 1 above with respect to the Identified Project. Pursuant to such escrow, D.C.E.O. and the City will agree that the escrowee may release to D.C.E.O. the T.I.F. Grant upon the deposit therein, within two (2) years from the date of this Agreement, of a substitute Certificate of Expenditure approved by D.P.D. with respect to such Alternate Project. If such substitute Certificate of Expenditure is deposited within the permitted time, the escrowee shall proceed to disburse the T.I.F. Grant based thereon and to return to D.C.E.O. the Certificate of Expenditure initially deposited with respect to the Identified Project. If D.C.E.O. does not deposit such substitute Certificate of Expenditure for an Alternate Project funded by D.C.E.O. by the second anniversary of the date of this Agreement, or D.C.E.O. prior thereto sooner notifies the escrowee that it waives its right to do so, the escrowee shall disburse the T.I.F. Grant in reliance on the initially deposited Certificate of Expenditure related to the Identified Project.

3. In the event that the City is not able to provide the T.I.F. Grant to the State at the time of the Closing, the City shall notify the State of the same prior to the Closing, such notification to include the anticipated date upon which the City shall deliver the T.I.F. Grant to the State. The City hereby agrees, promises and warrants that under no circumstances shall the delivery and receipt of the T.I.F. Grant to the State on the anticipated date specified in said notification or on any other such date mutually agreed upon by the parties hereto require, be bound to or be conditioned upon any requirements, obligations, reviews, approvals or any other events not otherwise explicitly required for the T.I.F. Grant as if said T.I.F. Grant were provided to the State as of the time of the Closing (the "Conditions"), nor shall the State be bound, required or obligated to any of the same Conditions.

Article Four.

Default.

1. The failure of the State or the City to perform, keep or observe any of their respective covenants, conditions, promises, agreements or obligations under this Agreement or any other agreement directly related to this Agreement shall constitute an "Event of Default" hereunder by said party. Upon the occurrence of an Event of Default, the non-defaulting party may terminate this Agreement and any other agreement directly related to this Agreement and pursue any other remedy available at law or in equity.

2. In the event a party hereto shall fail to perform a covenant which such party is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless such party has failed to cure such default within thirty (30) days of its receipt of a written notice from the non-defaulting party specifying the nature of the default; provided, however, with respect to those defaults which are not capable of being cured within such thirty (30) day period, the notified party shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

Article Five.

Consent.

Whenever the consent or approval of one (1) or both parties to this Agreement is required hereunder, such consent or approval shall not be unreasonably withheld.

Article Six.

Notice.

Notice To The State Shall
Be Addressed To:

Kathy Bruns, Esq.
Associate General Counsel
State of Illinois
Department of Commerce and Economic
Opportunity
620 East Adams Street
Springfield, Illinois 62701
Fax: (Omitted for printing purposes)

and

Gerald P. Callaghan, Esq.
Freeborn and Peters
311 South Wacker Drive, Suite 3000
Chicago, Illinois 60606
Fax: (Omitted for printing purposes)

**Notice To The City Shall
Be Addressed To:**

**Commissioner
City of Chicago, Department of Planning
and Development
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602
Fax: (Omitted for printing purposes)**

and

**Corporation Counsel
City of Chicago, Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Finance and Economic
Development Division
Fax: (Omitted for printing purposes)**

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth above, by any of the following means: (a) personal service; (b) electric communications, whether by telex, telegram, telecopy or facsimile (fax) machine; (c) overnight courier; or (d) registered or certified mail, return receipt requested.

Such addresses may be changed when notice is given to the other party in the same manner as provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and, if sent pursuant to subsection (d) shall be deemed received two (2) days following deposit in the mail.

Article Seven.

Assignment; Binding Effect.

This Agreement, or any portion thereof, shall not be assigned by either party without the prior written consent of the other.

This Agreement shall inure to the benefit of and shall be binding upon the City, the State and their respective successors and permitted assigns. This Agreement is intended to be and is for the sole and exclusive benefit of the parties hereto and such successors and permitted assigns.

Article Eight.

Modification.

This Agreement may not be altered, modified or amended except by written instrument signed by all of the parties hereto.

Article Nine.

Compliance With Laws.

The parties hereto shall comply with all federal, state and municipal laws, ordinances, rules and regulations relating to this Agreement.

Article Ten.

Governing Law And Severability.

This Agreement shall be governed by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one (1) or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

Article Eleven.

Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original.

Article Twelve.

Entire Agreement.

This Agreement constitutes the entire agreement between the parties.

Article Thirteen.

Authority.

Execution of this Agreement by the City is authorized by an ordinance passed by the City Council of the City on _____, 2003. Execution of this Agreement by the State is authorized by the Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.). The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

Article Fourteen.

Headings.

The headings and titles of this Agreement are for convenience only and shall not influence the construction or interpretation of this Agreement.

Article Fifteen.

Disclaimer Of Relationship.

Nothing contained in this Agreement, nor any act of the City or the State shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City and the State.

Article Sixteen.

Construction Of Words.

The use of the singular form of any word herein shall also include the plural, and vice versa. The use of the neuter form of any word herein shall also include the masculine and feminine forms, the masculine form shall include feminine and neuter, and the feminine form shall include masculine and neuter.

Article Seventeen.

No Personal Liability.

No officer, member, official, employee or agent of the City or the State shall be individually or personally liable in connection with this Agreement.

Article Eighteen.

Representatives.

Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact in all matters under this Agreement.

For The State:

State of Illinois
Department of Commerce and Economic
Opportunity
620 East Adams Street
Springfield, Illinois 62701
Attention: Kathy Bruns, Esq., Associate
General Counsel
Phone: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

For The City:

City of Chicago, Department of Planning
and Development
121 North LaSalle Street, Room 1006
Chicago, Illinois 60602
Attention: Deputy Commissioner,
Industry and Technology
Development Division
Phone: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof.

In Witness Whereof, Each of the parties has caused this Agreement to be executed and delivered as of the date first above written.

The State of Illinois, by and through its
Department of Commerce and
Economic Opportunity

By: _____
Department of Commerce and
Economic Opportunity

Department of Planning and Development, dated as of _____, 2003 (the "Agreement"):

A. The following is a true and complete statement of all expenditures for the Identified Project (Alternate Project) to date:

TOTAL: \$ _____

B. This paragraph B sets forth and is a true and complete statement of all costs of T.I.F.-Funded Improvements for the Identified Project (Alternate Project) reimbursed by the City to date:

\$ NONE

C. The State requests reimbursement for the following cost of T.I.F.-Funded Improvements:

\$509,652.00

D. None of the costs referenced in Paragraph C above have been previously reimbursed by the City.

E. The State hereby certifies to the City that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Agreement are true and correct and the State is in compliance with all applicable covenants contained therein.

2. To the best of the State's actual knowledge, no Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default, exists or has occurred.

3. To the best of the State's actual knowledge, the State is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Identified Project (Alternate Project) or the State as related thereto.

F. Attached hereto is evidence of the expenditures upon T.I.F.-Funded Improvements for which the State hereby seeks reimbursement.

All capitalized terms which are not defined herein have the meanings given such terms in the Agreement.

The State of Illinois

By: _____

Name: _____

Title: _____
(agency)

Subscribed and sworn before me this
____ day of _____, _____.

My commission expires: _____

Agreed and accepted:

Name

**City of Chicago,
Department of Planning
and Development**

**AGREEMENT BETWEEN
THE CITY OF CHICAGO
AND THE CHICAGO PARK DISTRICT**

This Agreement is made this ___ day of April, 2006, (the "Closing Date"), under authority granted by Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, by and between the City of Chicago (the "City"), an Illinois municipal corporation, by and through its Department of Planning and Development ("DPD"); and the Chicago Park District (the "Park District"), an Illinois municipal corporation. The Park District and the City are sometimes referred to herein as the "Parties."

RECITALS

A. The City is a home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs.

B. The Park District is a unit of local government under Article VII, Section 1 of the 1970 Constitution of the State of Illinois, and as such, has the authority to exercise control over and supervise the operation of all parks within the corporate limits of the City.

C. The Park District has proposed the acquisition of certain parcels of land generally located at the north east corner of South Sangamon Street and West Adams Street and legally described in Exhibit A (the "Property"), to build and maintain a park on the Property (the "Project").

D. The Board of Trustees of the University of Illinois, (the "Owner") owns the Property.

E. The Property lies wholly within the boundaries of the Central West Redevelopment Area (as hereinafter defined).

F. The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended from time to time (the "Act"), to finance projects that eradicate blight conditions and conservation factors that could lead to blight through the use of tax increment allocation financing for redevelopment projects.

G. In accordance with the provisions of the Act, pursuant to ordinances adopted on February 16, 2000 and published in the Journal of Proceedings for said date at pages 25276-25432, the City Council: (i) approved and adopted a redevelopment plan and project (the "Central West Plan") for a portion of the City known as the "Central West Redevelopment

Project Area” (the “Central West Redevelopment Area”); (ii) designated the Central West Redevelopment Area as a “redevelopment project area”; and (iii) adopted tax increment allocation financing for the Central West Redevelopment Area (collectively, the “Central West Ordinances”).

H. In accordance with the provisions of the Act, and pursuant to ordinances adopted on March 23, 1989 and published in the Journal of the Proceedings of the City Council (the “Journal of Proceedings”) for said date at pages 25874-25933, the City Council: (i) approved and adopted a redevelopment plan and project (the “Plan,” a copy of which is attached hereto as Exhibit B) for a portion of the City known as the “Madison/Racine Redevelopment Project Area” (the “Madison/Racine Redevelopment Area”); (ii) designated the Madison/Racine Redevelopment Area as a “redevelopment project area”; and (iii) adopted tax increment allocation financing for the Madison/Racine Redevelopment Area.

I. In accordance with the provisions of the Act, pursuant to ordinances adopted on June 10, 1996 and published in the Journal of the Proceedings of the City Council (the “Journal of Proceedings”) for said date at pages 23188-23367, the City Council expanded the boundaries of the Madison/Racine Redevelopment Project Area, and such expanded area was renamed the “Near West Redevelopment Project Area” (the “Area”), pursuant to ordinances adopting a plan and project for the Area (the “Near West Plan”), designating the Area as a redevelopment project area under the Act and adopting tax increment financing for the Area.

J. Under 65 ILCS 5/11-74.4-3(q)(7), such incremental ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof (“Increment”) may be used to pay all or a portion of a taxing district’s capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs (Increment collected from the Near West Redevelopment Area shall be known as the “Near West Increment”; Increment collected from the Central West Redevelopment Area shall be known as the “Central West Increment”; and together, the Near West Increment and the Central West Increment shall be known as the “City Increment”).

K. Pursuant to 65 ILCS 5/11-74.4-4(q), the City can use Increment from one redevelopment project area for eligible redevelopment project costs in another redevelopment project area that is either contiguous to, or is separated only by a public right of way from, the redevelopment project area from which the Increment is received (the “Transfer Rights”).

L. DPD wishes to make available to the Park District a portion of the City Increment in an amount not to exceed \$6,220,000 (the “TIF Assistance”) for the purpose of partially funding the acquisition and development of the Property (the “TIF-Funded Improvements”) in the Central West Redevelopment Area to the extent and in the manner provided in the Agreement (as hereinafter defined).

M. The City will agree and contract to exercise its Transfer Rights pursuant to the Act, the Near West Ordinance and the Near West Plan in order to pay for certain TIF-Funded Improvements in the Central West Redevelopment Area, to the extent and in the manner provided in the Agreement.

N. The Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Central West Redevelopment Area.

O. The Park District is a taxing district under the Act.

P. In accordance with the Act, the TIF-Funded Improvements shall include such of the Park District's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Plan, and the City has found that the TIF-Funded Improvements consist of the cost of the Park District's capital improvements that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-3(u) of the Act.

Q. The City and the Park District wish to enter into this Agreement whereby the City shall pay for or reimburse the Park District for a portion of the TIF-Funded Improvements.

R. On July 29, 2003, the City Council adopted an ordinance published in the Journal of Proceedings for said date at pages 5353 to 5375, (the "Authorizing Ordinance"), among other things, authorizing the execution of this Agreement.

S. On July 13, 2005, the Park District's Board of Commissioners passed a Resolution expressing its desire to cooperate with the City in the acquisition of the Property and the construction of the Project and authorizing the execution of this Agreement (the "Park District Ordinance").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the above recitals which are made a contractual part of this Agreement, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

SECTION 1. THE PROJECT.

1.1. Within 90 days after execution of this Agreement the Park District agrees to purchase the Property (the "Purchase") in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect

from time to time, pertaining to or affecting the Purchase or the Park District as related thereto, including but not limited to 70 ILCS 1505/0.01 *et seq.*

1.2. No later than 18 months from the Closing Date, or later as the Commissioner of DPD (the “Commissioner”) may agree in writing, the Park District shall let one or more contracts for the construction of the Project in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

1.3. The plans and specifications for the Project (the “Plans and Specifications”) shall at a minimum meet the general requirements set forth in Exhibit C hereof and shall be provided to the City by the Park District prior to the disbursement of the TIF Assistance. No material deviation from the Plans and Specifications may be made without the prior written approval of the City. The Park District shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

1.4. At such time as the Park District lets a contract or contracts for the Project, the Park District shall also provide the City with copies of all governmental licenses and permits required to construct the Project and to use, occupy and operate the Property as a public park from all appropriate governmental authorities, including evidence that the Property is appropriately zoned to be used, occupied and operated as a public park.

1.5. The Park District shall include a certification of compliance with the requirements of Sections 1.1, 1.2, 1.3 and 1.4 hereof with each request for the TIF Assistance hereunder and at the time the Project is completed. The City shall be entitled to rely on this certification without further inquiry. Upon the City’s request, the Park District shall provide evidence satisfactory to the City of such compliance.

SECTION 2. FUNDING

2.1. The City shall, subject to the Park District's satisfaction of the conditions precedent for disbursement described in this Section 2 and such other conditions contained in this Agreement, disburse the TIF Assistance to the Park District. The Park District shall keep the TIF Assistance in a segregated account to be used only for the Project.

2.2. The City agrees to exercise its Transfer Rights to transfer Near West Increment from the General Account in the Near West Redevelopment Project Area Special Tax Allocation Fund as set forth in the Transfer Schedule attached hereto as Exhibit D to a special account which the City has created or shall create within the Central West Redevelopment Project Area Special Tax Allocation Fund created by the City pursuant to the Central West Ordinances; such special account is or shall be known as the “Sangamon and Adams Park Account.” Any such

Increment transferred pursuant to such Transfer Rights is hereinafter sometimes referred to as "Transferred Increment." Disbursement of TIF Assistance funds will be subject to the availability of Transferred Increment in the Sangamon and Adams Account, subject to all restrictions on and obligations of the City contained in all Central West Ordinances, or relating to the Transferred Increment and all agreements and other documents entered into by the City pursuant thereto.

2.3. Within 90 days after the Closing Date or such longer period of time as may be agreed to by the Commissioner, but in no event later than 180 days after the execution of this Agreement (the "Satisfaction Period"), the Park District must satisfy to the reasonable satisfaction of the Commissioner, the following conditions precedent for the City's disbursement of the TIF Assistance to the Park District:

2.3.1. the Owner has satisfactory title to the Property (which may be evidenced by an acceptable title insurance policy), subject only to those title exceptions acceptable to the City and the Park District; and

2.3.2. the Park District has provided the City with:

- (a) copies of all easements and encumbrances of record (other than those arising from the Purchase);
- (b) two copies of a Class A plat survey in the most recently revised form of ALTA/ACSM land title survey, acceptable in form and content to the City prepared by a surveyor registered in the State of Illinois, certified to the Park District, and certifying as to whether the Property is in an area identified by the Federal Emergency Management Agency as having special flood hazards;
- (c) evidence of searches of current financing statement, judgments, pending litigation, bankruptcy proceedings and federal and state tax liens showing no security interests, judgments, pending litigation, bankruptcy proceedings or federal or state tax liens on the Property or affecting the Owner or the equivalent satisfactory to the Commissioner of DPD;
- (d) [Intentionally omitted.]

2.3.3. If the Park District is unable to satisfy the conditions stated in this Section 2.3 within the Satisfaction Period, either Party may terminate this Agreement by providing written notice to the other Party.

2.4. The Park District may request that a certificate(s) of expenditure in the form of Exhibit F hereto ("Certificates of Expenditure") be processed and executed quarterly. The City

shall not execute Certificates of Expenditure in the aggregate in excess of the actual costs of the Project that are TIF-Funded Improvements. Prior to each execution of a Certificate of Expenditure by the City, the Park District shall submit documentation regarding the applicable expenditures to DPD. Delivery by the Park District to DPD of any request for execution by the City of a Certificate of Expenditure hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for execution of a Certificate of Expenditure, that:

2.4.1. the total amount of the request for the Certificate of Expenditure represents the actual amount payable to (or paid to) the general contractor, subcontractors, and other parties who have performed work on or otherwise provided goods or services in connection with the Project, and/or their payees;

2.4.2. all amounts shown as previous payments on the current request for a Certificate of Expenditure have been paid to the parties entitled to such payment;

2.4.3 the Park District has approved all work and materials for the current request for a Certificate of Expenditure, and such work and materials conform to the Plans and Specifications; and

2.4.4. the Park District is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

2.5. The City shall have the right, in its discretion, to require the Park District to submit further documentation as the City may require in order to verify that the matters certified to in Section 2.4 are true and correct, and any execution of a Certificate of Expenditure by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by the Park District.

2.6. The current estimate of the cost of the Project is \$7,030,000. The Park District has delivered to the Commissioner a project budget for the Project attached as Exhibit E. The Park District certifies that it has identified sources of funds (including the TIF Assistance) sufficient to complete the Project. The Park District agrees that the City will only contribute the TIF Assistance to the Project and that all costs of completing the Project over the TIF Assistance shall be the sole responsibility of the Park District. If the Park District at any point does not have sufficient funds to complete the Project, the Park District shall so notify the City in writing, and the Park District may narrow the scope of the Project (the "Revised Project") as agreed with the City in order to complete the Revised Project with the available funds.

2.7. Exhibit E contains a preliminary list of capital improvements, land assembly

costs, relocation costs, financing costs, and other costs, if any, recognized by the City as being eligible redevelopment project costs under the Act with respect to the Project, to be paid for out of the TIF Assistance. To the extent the TIF-Funded Improvements are included as taxing district capital costs under the Act, the Park District acknowledges that the TIF-Funded Improvements are costs for capital improvements and the City acknowledges it has determined that these TIF-Funded Improvements are necessary and directly result from the Plan. Prior to the expenditure of TIF Assistance funds on the Project, the Commissioner, based upon the project budget, may make such modifications to Exhibit E as he or she wishes in his or her discretion to account for all of the TIF Assistance funds to be expended under this Agreement; provided, however, that all TIF-Funded Improvements shall (i) qualify as redevelopment project costs under the Act, (ii) qualify as eligible costs under the Plan; and (iii) be improvements that the Commissioner has agreed to pay for out of TIF Assistance funds, subject to the terms of this Agreement.

2.8. The Park District hereby acknowledges and agrees that the City's obligations hereunder with respect to the TIF Assistance are subject on every respect to the availability of funds as described in and limited by this Section 2.8 and by Section 2.3. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for disbursements of the TIF Assistance, then the City will notify the Park District in writing of that occurrence, and the City may terminate this Agreement on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for disbursement under this Agreement are exhausted.

2.9. If the aggregate cost of the Project is less than the amount of the TIF Assistance contemplated by this Agreement, the Park District shall have no claim to the difference between the amount of the TIF Assistance contemplated by this Agreement and the amount of the TIF Assistance actually paid by the City to the Park District and expended by the Park District on the Project.

SECTION 3. TERM.

The term of this Agreement shall commence on the Closing Date and shall expire on the date on which the Central West Redevelopment Area is no longer in effect, or on the date of termination of this Agreement according to its terms, whichever occurs first.

SECTION 4. ENVIRONMENTAL MATTERS.

4.1. It shall be the responsibility of the Park District, at its sole cost and expense, to investigate and determine the soil and environmental condition of the Property, including obtaining phase I and, if applicable, phase II environmental audits for the Property. The City makes no covenant, representation or warranty as to the environmental condition of the Property

or the suitability of the Property as a park or for any use whatsoever.

4.2. The Park District agrees to carefully inspect the Property prior to commencement of any activity related to the Project to ensure that such activity shall not damage surrounding property, structures, utility lines or any subsurface lines or cables. The Park District shall be solely responsible for the safety and protection of the public. The City reserves the right to inspect the work being done on the Property. The Park District agrees to keep the Property free from all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for the Park District.

4.3. The Park District may request a right of entry from the Owner for the purpose of conducting environmental tests on the Property. Prior to exercising its rights under the right of entry, the Park District or its contractor must obtain all necessary permits, and applicable insurance as described in Section 5 hereof.

4.4 The Park District shall provide copies of a phase I environmental audit with respect to the Property, a phase II environmental audit with respect to the Property and a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits prior to the completion of the Project. The City reserves the right to terminate this Agreement if, in the City's view, such audits reveal the continued existence of material environmental problems.

SECTION 5. INSURANCE.

5.1. The Park District shall provide and maintain at the Park District's own expense, or cause to be provided during the term of this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

5.1.1. Workers Compensation and Employers Liability. Workers Compensation as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$100,000 each accident or illness.

5.1.2. Commercial General Liability (Primary and Umbrella). Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages shall include the following: All premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

5.1.3. Automobile Liability (Primary and Umbrella). When any motor vehicles (owned,

non-owned and hired) are used in connection with work to be performed, the Park District shall provide or cause to be provided, Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.

5.1.4. Professional Liability. When any architects, engineers or professional consultants perform work in connection with this Agreement, the Park District shall cause to be provided, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than \$1,000,000.

5.2. The Park District will furnish the City at the address stated in Section 8.13, original Certificates of Insurance evidencing the required coverage to be in force on the Closing Date, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Park District shall submit evidence of insurance on the City's Insurance Certificate Form or equivalent prior to the Closing Date. The receipt of any certificate does not constitute agreement by the City 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 Agreement requirements. The failure of the City to obtain certificates or other insurance evidence shall not be deemed to be a waiver by the City.

5.3. The Park District shall advise all insurers of the provisions of this Agreement regarding insurance. Non-conforming insurance shall not relieve the Park District of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or this Agreement may be terminated.

5.4. The required insurance shall provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

5.5. Any and all deductibles or self insured retentions on referenced insurance coverages shall be borne by the Park District and its contractors.

5.6. The Park District agrees that insurers shall waive their rights of subrogation against the City, its employees, elected officials, agents, or representatives.

5.7. The Park District expressly understands and agrees that any coverage and limits furnished by the Park District shall in no way limit the Park District's liabilities and responsibilities specified by this Agreement or by law.

5.8. The Park District expressly understands and agrees that any insurance or self insurance programs maintained by the City shall not contribute with insurance provided by the Park District under this Agreement.

5.9. 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.

5.10. The Park District shall require all subcontractors to provide the insurance required herein or the Park District may provide the coverages for subcontractors. All subcontractors shall be subject to the same insurance requirements of the Park District unless otherwise specified herein. In all contracts relating to the Project, the Park District agrees to require the contractor to name the City as an additional insured on insurance coverages and to require the contractor to indemnify the City from all claims, damages, demands, losses, suits, actions, judgments and expenses including but not limited to attorney's fees arising out of or resulting from work on the Project by the contractor or contractor's suppliers, employees, or agents.

5.11. The City's Risk Management Department maintains the right to modify, delete, alter or change these requirements.

SECTION 6. INDEMNITY / NO PERSONAL LIABILITY.

6.1. The Park District agrees to indemnify and hold the City, its officers and employees, harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses, including, without limitation, reasonable attorney's fees and court costs suffered or incurred by the City arising from or in connection with (i) the Park District's failure to comply with any of the terms, covenants and conditions contained in this Agreement; or (ii) the Park District's or any contractor's failure to pay general contractors, subcontractors or materialmen in connection with the Project. The defense and indemnification obligations in this Section 6.1 shall survive any termination or expiration of this Agreement.

6.2. No elected or appointed official or member or employee or agent of the City or the Park District shall be individually or personally liable in connection with this Agreement.

SECTION 7. DEFAULT.

7.1. If the Park District, without the City's written consent, does not have satisfactory title to the Property within 90 days after the execution of this Agreement, the City may terminate this Agreement by providing written notice to the Park District. If the City so terminates this Agreement, the Park District shall reimburse the City for the full amount of the Project Assistance.

7.2. If the Park District, without the City's written consent fails to complete the Project within 24 months after the date of execution of this Agreement, then the City may terminate this Agreement by providing written notice to the Park District. If the City so terminates this

Agreement, the Park District shall reimburse the City for the full amount of the TIF Assistance.

7.3. In the event the Park District fails to perform, keep or observe any of its covenants, conditions, promises, agreements or obligations under this Agreement not identified in Section 7.1 and 7.2 and such default is not cured as described in Section 7.3 hereof, the City may terminate this Agreement.

7.4. Prior to termination, the City shall give its notice of intent to terminate 30 days prior to termination at the address specified in Section 8.13 hereof, and shall state the nature of the default. In the event Park District does not cure such default within the 30-day notice period, such termination shall become effective at the end of such period; provided, however, with respect to those defaults which are not capable of being cured within such 30-day period, the Park District shall not be deemed to have committed such default and no termination shall occur if the Park District has commenced to cure the alleged default within such 30-day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

7.5. The City may, in any court of competent jurisdiction, by any proceeding at law or in equity, secure the specific performance of the agreements contained herein, or may be awarded damages for failure of performance, or both.

SECTION 8. GENERAL PROVISIONS.

8.1. Authority. Execution of this Agreement by the City is authorized by the Authorizing Ordinance. Execution of this Agreement by the Park District is authorized by the Park District Ordinance. The Parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

8.2. Assignment. This Agreement, or any portion thereof, shall not be assigned by either Party without the prior written consent of the other.

8.3. Compliance with Laws. The Parties agree to comply with all federal, state and local laws, status, ordinances, rules, regulations, codes and executive orders relating to this Agreement.

8.4. Consents. Whenever the consent or approval of one or both Parties to this Agreement is required hereunder, such consent or approval will not be unreasonably withheld.

8.5. Construction of Words. As used in this Agreement, the singular of any word shall include the plural, and vice versa. Masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires.

8.6. Counterparts. This Agreement may be executed in several counterparts and by a different Party in separate counterparts, with the same effect as if all Parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument.

8.7. Further Assurance. The Parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.

8.8. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to the principles of conflicts of law thereof. 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.

8.9. Integration. This Agreement constitutes the entire agreement between the Parties, merges all discussions between them and supersedes and replaces any and every other prior or contemporaneous agreement, negotiation, understanding, commitments and writing with respect to such subject matter hereof.

8.10. Parties' Interest/No Third Party Beneficiaries. This Agreement shall be binding upon the Parties, and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Parties, and their respective successors and permitted assigns (as provided herein). This Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a Party and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this Agreement, nor any act of the Parties shall be deemed or construed by any of the Parties hereto or by third parties, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving any of the Parties.

8.11. Modification or Amendment. This Agreement may not be altered, modified or amended except by a written instrument signed by both Parties.

8.12. No Implied Waivers. No waiver by either Party of any breach of any provision of this Agreement will be a waiver of any continuing or succeeding breach of the breached provision, a waiver of the breached provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to, or demand on, either Party in any case will, of itself, entitle that Party to any further notice or demand in similar or other circumstances.

8.13. Notices. Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram, facsimile (fax); (c) overnight courier or (d) registered or certified first class mail, return receipt requested.

To the City: City of Chicago
Department of Planning and Development
Attention: Commissioner
City Hall, Room 1000
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-4190
(312) 744-2271 (Fax)

With copies to: City of Chicago
Department of Law
Attention: Finance and Economic Development Division
City Hall, Room 600
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-0200
(312) 744-8538 (Fax)

To the Park District: Chicago Park District
Attention: General Superintendent
541 North Fairbanks
Chicago, Illinois 60611
(312) 747-4200
(312) 747-5360 (Fax)

With copies to: Chicago Park District
General Counsel
541 North Fairbanks
Chicago, Illinois 60611
(312) 742-4602
(312) 742-5316 (Fax)

Such addresses may be changed by notice to the other Party given in the same manner provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) above shall be deemed received upon such personal service or dispatch. Any notice, demand or request sent pursuant to clause (c) above shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to clause (d) above shall be deemed received two business days following deposit in the mail.

8.14. 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.

8.15. Representatives. Immediately upon execution of this Agreement, the following individuals will represent the Parties as a primary contact in all matters under this Agreement.

For the City: Kathy Dickhut
City of Chicago
Department of Planning and Development
City Hall, Room 1003
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-1074
(312) 744-6550 (Fax)

For the Park District: Arnold Randall, Director of Planning and Development
Chicago Park District
541 North Fairbanks
Chicago, Illinois 60611
(312) 742-4686
(312) 742-5346 (Fax)

Each Party agrees to promptly notify the other Party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such Party for the purpose hereof.

8.16. Severability. If any provision of this Agreement, or the application thereof, to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth herein.

8.17. Survival of Agreements. Except as otherwise contemplated by this Agreement, all covenants and agreements of the Parties contained in this Agreement will survive the consummation of the transactions contemplated hereby.

8.18. Titles and Headings. Titles and headings to paragraphs contained in this Agreement are for convenience only and are not intended to limit, vary, define or expand the content of this Agreement.

8.19. Time. Time is of the essence in the performance of this Agreement.

*[The remainder of this page is intentionally blank.
Signatures appear on the following page.]*

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and delivered as of the date first above written.

CITY OF CHICAGO, a municipal corporation,
by and through its Department of Planning and
Development

By: *Chris Healey*
Commissioner

CHICAGO PARK DISTRICT, a body politic and
corporate

By: *Tommy S. [Signature]*
General Superintendent and CEO

ATTESTATION

By: *Darlene Lesniewski*
Secretary
Board of Commissioners
Chicago Park District

Exhibit A
Legal Description

General Location : Northeast Corner of South Sangamon Street and West Adams Street, Chicago, Illinois

P.I.N.: 17-17-213-005, 17-17-213-006, 17-17-213-007, 17-17-213-012

Legal Description: LOTS 1-8, INCLUSIVE, OF SPRY'S SUBDIVISION OF LOTS 11, 12 AND 13 OF BLOCK 8 OF DUNCAN'S ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST ½ OF THE NE ¼ OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS;

ALSO:

LOTS 4-10, INCLUSIVE, OF BLOCK 8 OF DUNCAN'S ADDITION TO CHICAGO, A SUBDIVISION OF EAST ½ OF THE NE ¼ OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Exhibit B
Central West Tax Increment Redevelopment Plan

[See attached.]

Exhibit C
Plans and Specifications

[See attached.]

Exhibit D
Transfer Schedule
of Near West Increment to the
Central West Redevelopment Project
Area Special Tax Allocation Fund

[See attached.]

City of Chicago Journal Voucher

YY DEPT MM VOUCH# AWH
 JOURNAL NO JV 03 GA 11 042 9894

PERIOD NOV-03
 EFFECTIVE DATE 14-NOV-03

CATEGORY TIF-OTHER
 SOURCE Manual

BALANCE TYPE A

DESCRIPTION To transfer \$5,000,000 from Fund 369 (Near West TIF) to Fund 215 (Central West TIF) in anticipation of the execution of an Intergovernmental Agreement with the Chicago Park District per the attached memo from Robert Kunze dated 10/28/03.

LINE	BFY	FUND	COST CENTER	APPR	ACCT	ACTV	PROJECT NUMBER	REP. CAT.	GEN.	FUT.	INTERGOV FUND DEPT	DEBIT	CREDIT
1	001	0215	0000000	9999	010001	0000	00000000	000000	00000	0000		5,000,000.00	
Treasurer's Cash - Central West TIF													
2	003	0215	0992005	9999	315101	0000	00000000	000000	00000	0000			5,000,000.00
Operating Transfers In													
3	003	0369	0992005	1020	241020	TF06	00000000	000000	00000	0000		5,000,000.00	
Operating Transfers Out - Near West TIF													
4	001	0369	0000000	9999	010001	0000	00000000	000000	00000	0000			5,000,000.00
Treasurer's Cash													
												-----	-----
												\$10,000,000.00	\$10,000,000.00
												-----	-----

PREPARED BY CP00310 [WALKER, LISA M]

APPROVER 1. LW MGJE
 11/14/03
 rd

APPROVER 2: Rahestun

ORACLE: Posted
 Passed
 Approved

Exhibit E
Project Budget
TIF-Funded Improvements

Property Acquisition Costs	\$7,030,000
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All capitalized terms which are not defined herein has the meanings given such terms in the Agreement.

Park District

By: _____

Name

Title: _____

Subscribed and sworn before me this ___ day of _____, ____.

My commission expires: _____

Agreed and accepted:

Name

Title: _____

City of Chicago

Department of Planning and Development

CHICAGO PARK DISTRICT, a body politic
and corporate

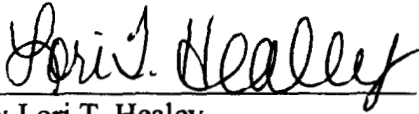
By: _____
General Superintendent and CEO

Subscribed and sworn before me this ____ day of _____, ____.

My commission expires: _____

Agreed and accepted:

CITY OF CHICAGO, a municipal corporation



Name: Lori T. Healey
Title: Commissioner
City of Chicago
Department of Planning and Development