

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

PING TOM MEMORIAL PARK

This Agreement is made this 24th day of September, 2010 (the "Closing Date"), under authority granted by Article VII, Section 10 of the 1970 Constitution of the State of Illinois, by and between the City of Chicago (the "City"), an Illinois municipal corporation, by and through its Department of Zoning and Land Use Planning ("DZLUP"); 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 controls and operates Ping Tom Memorial Park, Park # 481 (the "Park"), located at 300 West 19th Street, Chicago, Illinois and legally described in Exhibit A (the "Property"), and has proposed to undertake certain improvements to the Park, such improvements being hereinafter referred to as the "Project."

D. In 2002, the Illinois Department of Natural Resources, the City, and the Park District contributed \$1.5 million toward the expansion of the Park to add approximately five acres, for a park total of approximately 17 acres. With funding and in-kind support from the City, the United States Department of Housing and Urban Development, and the Army Corps of Engineers, among others, the Park District has developed the southern portion of the park and has begun remediation and development of the northern parcels. Work completed to date includes remediation and debris removal, shoreline revetment, installation of utilities, paths, park furniture, canopies, lighting, rubberized surfaces, and landscaping.

E. The Park lies within the boundaries of the River South 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, and pursuant to ordinances adopted on July 30, 1997, and published in the Journal of the Proceedings of the City Council for said date at pages 49089 - 49206, the City Council: (i) approved and adopted a Tax Increment Redevelopment Project and Plan (the "Plan") for a portion of the City known as the "River South Redevelopment Project Area" (the "River South Redevelopment Area"); (ii) designated

the River South Redevelopment Area as a "redevelopment project area" and a Tax Increment Financing District; and (iii) adopted tax increment allocation financing for the River South Redevelopment Area.

H. 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 River South Redevelopment Area shall be known as the "River South Increment").

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

J. The Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within, or adjacent to, the boundaries of the River South Redevelopment Area.

K. DZLUP wishes to make available to the Park District a portion of the River South Increment in an amount not to exceed \$12,000,000 (the "Project Assistance") for the purpose of funding the Project in the Park (the "TIF-Funded Improvements") to the extent and in the manner provided in the Agreement (as hereinafter defined).

L. 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.

M. 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.

N. On March 10, 2010, the City Council adopted an ordinance published in the Journal of Proceedings for said date at pages 86157 - 86183, (the "Authorizing Ordinance"), among other things, authorizing the execution of this Agreement.

O. On March 12, 2008, and September 9, 2009, Park District's Board of Commissioners adopted resolutions expressing its desire to cooperate with the City in 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. No later than 12 months from the Closing Date, or later as the Commissioner of DZLUP (the "Commissioner") may agree in writing, the Park District shall let one or more contracts for the construction and/or development 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.

1.2. The Project shall at a minimum meet the requirements set forth in the Project Description in Exhibit B hereof and comply with plans and specifications to be provided to and approved by DZLUP prior to the commencement of the Project ("Plans and Specifications") in order for the Park District to qualify for the disbursement of River South Increment funds. 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.

1.3. At such time as the Park District lets a contract or contracts, the form(s) of which shall be determined solely by the Park District, for the Project, the Park District shall also provide the City with copies, if any shall apply, 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.

1.4. The Park District shall include a certification of compliance with the requirements of Sections 1.1, 1.2, and 1.3 hereof with each request for River South Increment funds 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 Project Assistance to the Park District. The Park District shall keep the Project Assistance in a segregated account to be used only for the Project.

2.2. Within 15 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 30 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 Project Assistance to the Park District:

- (a) the Park District 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

- (b) the Park District has provided or has caused to be provided to the City:
 - (i) copies of all easements and encumbrances of record;
 - (ii) 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;
 - (iii) a copy of the most recent real estate tax bill with respect to the Property, to the extent available; and
 - (iv) a copy of the most recent water bill with respect to the Property, to the extent available.
- (c) if the Park District is unable to satisfy the conditions stated in this Section 2.2 within the Satisfaction Period, either Party may terminate this Agreement by providing written notice to the other Party.

2.3. The Park District may request that a certificate(s) of expenditure in the form of Exhibit C hereto ("Certificates of Expenditure") be processed and executed periodically. 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 DZLUP. Delivery by the Park District to DZLUP 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:

- (a) 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;
- (b) 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;
- (c) 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 previously approved by DZLUP; and
- (d) 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.

2.4. 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 2.3 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.

2.5. The current estimate of the cost of the Project is \$12,000,000. The Park District has delivered to the Commissioner a project budget for the Project attached as Exhibit D. The Park District certifies that it has identified sources of funds (including the Project Assistance) sufficient to complete the Project. The Park District agrees that the City will only contribute the Project Assistance to the Project and that all costs of completing the Project over the Project 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.

2.6. Exhibit D contains a preliminary list of capital improvements 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 Project 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 Project Assistance on the Project, the Commissioner, based upon the project budget, may make such modifications to Exhibit D as he or she wishes in his or her discretion to account for all of the Project Assistance 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 Project Assistance, subject to the terms of this Agreement.

2.7. The Park District hereby acknowledges and agrees that the City's obligations hereunder with respect to the Project Assistance are subject on every respect to the availability of funds as described in and limited by this Section 2.7 and Section 2.2. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for disbursements of the Project 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.

2.8. If the aggregate cost of the Project is less than the amount of the Project Assistance contemplated by this Agreement, the Park District shall have no claim to the difference between the amount of the Project Assistance contemplated by this Agreement and the amount of the Project 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 River South 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. The Chicago Park District shall, in its sole discretion, determine if any environmental remediation is necessary, and any such work that the Park District determines is necessary shall be performed using the Project Assistance funding provided herein. The City's financial obligation shall be limited to an amount not to exceed \$12,000,000 with respect to the matters contained in this Agreement, including this Section 4. The City makes no covenant, representation or warranty as to the environmental condition of the Park or the suitability of the Park as a park or for any use whatsoever.

4.2. The Park District agrees to carefully inspect the Park prior to commencement of any remediation or development on the Park 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 Park. The Park District agrees to keep the Park 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 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.

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.

- (e) Self Insurance. To the extent permitted by law, the Park District may self insure for the insurance requirements specified above, it being expressly understood and agreed that, if the Park District does self insure for the above insurance requirements, the Park District shall bear all risk of loss for any loss which would otherwise be covered by insurance policies, and the self insurance program shall comply with at least the insurance requirements as stipulated above.

5.2. The Park District will furnish the City at the address stated in Section 8.12, 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. Non-fulfillment 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 and any other insurance customarily required by the Park District or the Park

District may provide the required 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. To the extent of liability of a municipal corporation, as such is precluded by the Local and Governmental Tort Immunity Act or the common law of the state of Illinois, 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 fails to complete the Project within 36 months after the date of execution of this Agreement, then the City may terminate this Agreement by providing written notice to the Park District.

7.2. 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 such default is not cured as described in Section 7.3 hereof, the City may terminate this Agreement.

7.3. Prior to termination, the City shall give its 30-day prior notice of intent to terminate at the address specified in Section 8.12 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.

7.4. 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 Zoning and Land Use Planning
 Attention: Commissioner
 City Hall, Room 905
 121 N. LaSalle Street
 Chicago, Illinois 60602
 (312) 744-5777
 (312) 744-6552 (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) 742-4200
 (312) 742-5276 (Fax)

With a copy to: Chicago Park District
 General Counsel
 541 North Fairbanks, Room 300
 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:

Kathleen Dickhut
City of Chicago
Department of Zoning and Land Use Planning
City Hall, Room 1003
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-1074
(312) 744-6550 (Fax)

For the Park District:

Gia Biagi
Chicago Park District
Director of Planning
541 North Fairbanks
Chicago, Illinois 60611
(312) 742-4682
(312) 742-5347 (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 Zoning and
Land Use Planning

By: _____


Patricia A. Scudiero
Commissioner

CHICAGO PARK DISTRICT, a body politic and
corporate

By: _____

Timothy J. Mitchell
General Superintendent and CEO

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 Zoning and
Land Use Planning

By: _____
Patricia A. Scudiero
Commissioner

CHICAGO PARK DISTRICT, a body politic and
corporate

By: _____

Timothy J. Mitchell
General Superintendent and CEO

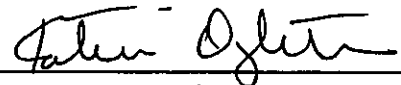
Attest: _____

Kantrice Ogletree
Secretary

Exhibit A
Legal Description and Aerial Photograph

LEGAL DESCRIPTION

ADDRESS: 300 West 19th Street, Chicago, Illinois 60616

PERMANENT TAX INDEX NUMBERS:

17-21-508-001-0000	17-21-508-002-0000	17-21-508-003-0000
17-21-508-004-0000	17-21-509-001-0000	17-21-509-002-0000
17-21-509-003-0000	17-21-509-004-0000	17-21-510-001-0000
17-21-510-002-0000		

PARCEL 1:

LOTS 1, 2 AND 3 IN BLOCK 22 IN CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS IN THE EAST FRACTION OF THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1 TO 11, BOTH INCLUSIVE IN BLOCK 23 IN CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS IN THE EAST FRACTION OF THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 1 AND 2 IN BLOCK 42 IN CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS IN THE EAST FRACTION OF THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART OF SAID LOT 2 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF SAID LOT 2, AT A POINT WHICH IS 259.48 FEET NORTH OF THE STONE MONUMENT MARKING THE SOUTHWEST CORNER OF LOT 7 IN BLOCK 41 IN CANAL TRUSTEES' NEW SUBDIVISION, AFORESAID, AND RUNNING: THENCE EAST ALONG A LINE WHICH IS PERPENDICULAR TO SAID WEST LINE OF LOT 2, A DISTANCE OF 40.00 FEET; THENCE NORTH ALONG A LINE WHICH IS PARALLEL WITH SAID WEST LINE OF LOT 2 A DISTANCE OF 75.00 FEET; THENCE WEST ALONG A LINE WHICH IS PERPENDICULAR TO LAST DESCRIBED COURSE, A DISTANCE OF 40.00 FEET TO THE WEST LINE OF SAID LOT 2; THENCE SOUTH ALONG SAID WEST LINE, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

PARCEL 3A:

A PARCEL OF LAND, COMPRISED OF A PART OF BLOCK 6 AND OF A PART OF BLOCK 9 AND PART OF VACATED WEST 17TH STREET, LYING BETWEEN SAID BLOCKS 6 AND 9 ALL IN CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS IN THE EAST FRACTION OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PARCEL OF LAND IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 9 AND RUNNING THENCE SOUTH 89 DEGREES, 51 MINUTES, 58 SECONDS WEST (ASSUMED) ALONG THE SOUTH LINE OF BLOCK 9, A DISTANCE OF 407.93 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF A PARCEL OF LAND CONVEYED TO THE CHICAGO, MADISON AND NORTHERN RAILROAD COMPANY BY DEED RECORDED JULY 3, 1900 AS DOCUMENT 2981686;

THENCE NORTHWARDLY ALONG EASTERLY LINE, EASTERLY LINE BEING HERE THE ARC OF A CIRCLE, CONVEX TO THE EAST AND HAVING A RADIUS OF 729.78 FEET, A DISTANCE OF 78.76 FEET (THE CHORD OF SAID ARC HAVING A BEARING OF NORTH 16 DEGREES, 37 MINUTES, 23 SECONDS EAST, AND A LENGTH OF 78.72 FEET) TO A POINT OF REVERSE CURVE IN EASTERLY LINE;

THENCE NORTHWARDLY ALONG EASTERLY LINE, EASTERLY LINE BEING HERE THE ARC OF A CIRCLE, CONVEX TO THE WEST AND HAVING A RADIUS OF 703.78 FEET, A DISTANCE OF 16.37 FEET (THE CHORD OF SAID ARC HAVING A BEARING OF NORTH 14 DEGREES, 11 MINUTES, 51 SECONDS EAST AND A LENGTH OF 16.36 FEET) TO AN INTERSECTION WITH THE SOUTH LINE OF LOT 6 IN BLOCK 9;

THENCE SOUTH 89 DEGREES, 52 MINUTES, 02 SECONDS WEST ALONG SOUTH LINE OF LOT 6, A DISTANCE OF 26.88 FEET TO AN INTERSECTION WITH THE ARC OF A CIRCLE WHICH IS 26.00 FEET, NORMALLY DISTANCE, WESTERLY FROM AND CONCENTRIC WITH THE LAST DESCRIBED ARC;

THENCE NORTHWARDLY ALONG A PROLONGATION OF CONCENTRIC ARC, PROLONGATION BEING THE ARC OF A CIRCLE, CONVEX TO THE WEST AND HAVING A RADIUS OF 729.78 FEET, A DISTANCE OF 68.74 FEET (THE CHORD OF ARC HAVING A BEARING OF NORTH 17 DEGREES, 00 MINUTES, 58 SECONDS EAST AND A LENGTH OF 68.72 FEET) TO A POINT OF TANGENT WITH THE WESTERLY LINE OF BLOCK 9;

PARCEL 3A (continued):

THENCE NORTH 19 DEGREES, 42 MINUTES, 53 SECONDS EAST ALONG WESTERLY LINE OF BLOCK 9, A DISTANCE OF 124.18 FEET TO AN INTERSECTION WITH THE NORTH LINE OF LOT 5 IN SAID BLOCK 9;

THENCE NORTH 89 DEGREES, 52 MINUTES, 10 SECONDS EAST ALONG NORTH LINE OF LOT 5, A DISTANCE OF 27.64 FEET TO AN INTERSECTION WITH A LINE 26.00 FEET, MEASURED AT RIGHT ANGLES, EASTERLY FROM AND PARALLEL WITH WESTERLY LINE OF BLOCK 9;

THENCE NORTH 19 DEGREES, 42 MINUTES, 53 SECONDS EAST ALONG PARALLEL LINE, A DISTANCE OF 97.70 FEET TO AN INTERSECTION WITH THE NORTH LINE OF BLOCK 9;

THENCE NORTH 00 DEGREES, 11 MINUTES, 52 SECONDS WEST, A DISTANCE OF 33.00 FEET TO AN INTERSECTION WITH THE CENTERLINE OF VACATED WEST 17TH STREET;

THENCE NORTH 89 DEGREES, 48 MINUTES, 08 SECONDS EAST ALONG CENTERLINE OF VACATED WEST 17TH STREET, A DISTANCE OF 23.91 FEET;

THENCE NORTH 00 DEGREES, 11 MINUTES, 52 SECONDS WEST, A DISTANCE OF 33.00 FEET TO A POINT ON THE SOUTH LINE OF BLOCK 6, POINT ALSO BEING THE SOUTHEAST CORNER OF THE PARCEL OF LAND IN BLOCK 6 CONVEYED TO CHICAGO, MADISON AND NORTHERN RAILROAD COMPANY BY DEED RECORDED AS DOCUMENT 2981686;

THENCE NORTH 19 DEGREES, 42 MINUTES, 53 SECONDS EAST ALONG THE EASTERLY LINE OF PARCEL OF LAND (EASTERLY LINE BEING 26.00 FEET, MEASURED AT RIGHT ANGLES, EASTERLY FROM AND PARALLEL WITH THE WESTERLY LINE OF BLOCK 6), A DISTANCE OF 123.59 FEET TO A POINT OF CURVE IN EASTERLY LINE;

THENCE NORTHWARDLY ALONG THE EASTERLY LINE OF PARCEL OF LAND, EASTERLY LINE BEING HERE THE ARC OF A CIRCLE CONVEX TO THE WEST AND HAVING A RADIUS OF 560.69 FEET, A DISTANCE OF 214.34 FEET (THE CHORD OF ARC HAVING A BEARING OF NORTH 30 DEGREES, 39 MINUTES, 59 SECONDS EAST, AND A LENGTH OF 213.04 FEET) TO AN INTERSECTION WITH THE LINE OF AN IRON FENCE, ON THE COPING OF A CONCRETE RETAINING WALL, MARKING THE SOUTHEASTERLY BOUNDARY OF THE PARCEL CONVEYED TO THE CHICAGO, MADISON AND NORTHERN RAILWAY COMPANY BY DEED RECORDED NOVEMBER 23, 1903 AS DOCUMENT 341748;

PARCEL 3A (continued):

THENCE NORTHEASTWARDLY ALONG IRON FENCE, ERECTED ON THE COPING OF CONCRETE RETAINING WALL ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 438.88 FEET, A DISTANCE OF 114.81 FEET (THE CHORD OF ARC HAVING A BEARING OF

NORTH 59 DEGREES, 37 MINUTES, 31 SECONDS EAST AND A LENGTH OF 114.48 FEET) TO AN INTERSECTION WITH THE EASTERLY FACE OF THE WEST CONCRETE ABUTMENT OF THE CHICAGO, MADISON AND NORTHERN RAILROAD COMPANY BRIDGE OVER THE DEPRESSED TRACKS OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY;

THENCE NORTH 47 DEGREES, 41 MINUTES, 54 SECONDS EAST ALONG THE EASTERLY FACE OF CONCRETE ABUTMENT (EASTERLY FACE AT THE LEVEL OF DEPRESSED TRACKS MARKING THE EASTERLY LINE OF PARCEL OF LAND CONVEYED TO THE CHICAGO, MADISON AND NORTHERN RAILROAD COMPANY), A DISTANCE OF 12.37 FEET TO AN INTERSECTION WITH THE NORTH LINE OF BLOCK 6;

THENCE NORTH 89 DEGREES, 54 MINUTES, 25 SECONDS EAST ALONG NORTH LINE OF BLOCK 6, A DISTANCE OF 3.51 FEET TO THE NORTHEAST CORNER OF BLOCK 6;

THENCE SOUTH 00 DEGREES, 00 MINUTES, 58 SECONDS EAST ALONG THE EAST LINE OF BLOCK 6, ALONG EAST LINE EXTENDED AND ALONG THE EAST LINE OF BLOCK 9, A DISTANCE OF 796.82 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE SOUTH HALF OF 18TH STREET BETWEEN THE NORTHERLY EXTENSION OF THE EASTERLY AND WESTERLY LINES THEREOF LYING NORTH OF AND ACCRUING TO PARCEL 1 HEREIN ABOVE DESCRIBED, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF 19TH STREET ACCRUING TO PARCELS 1 AND 2, HEREIN ABOVE DESCRIBED BETWEEN THE NORTHERLY AND SOUTHERLY EXTENSIONS OF THE EASTERLY AND WESTERLY LINES THEREOF, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

A PARCEL OF LAND COMPRISED OF A PART OF THE ORIGINAL RIVER BED OF THE SOUTH BRANCH OF THE CHICAGO RIVER (ABANDONED AND FILLED IN), TOGETHER WITH A PART OF WEST 16TH STREET AND A PART OF EACH OF LOTS 1 TO 8, BOTH INCLUSIVE, IN BLOCK 7 IN CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS IN THE EAST FRACTION OF THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EASTERLY BOUNDARY LINE OF THE NEW CHANNEL OF SAID SOUTH BRANCH OF THE CHICAGO RIVER, AS SAID LINE WAS ESTABLISHED BY ORDINANCE PASSED JULY 8, 1926, WITH THE EASTERLY EXTENSION OF THE CENTERLINE OF WEST 16TH STREET, AS SHOWN IN CANAL TRUSTEE'S SUBDIVISION, AND RUNNING THENCE SOUTHERLY ALONG SAID CHANNEL LINE, A DISTANCE OF 322.85 FEET TO AN ANGLE POINT IN SAID LINE;

THENCE SOUTHWESTERLY CONTINUING ALONG SAID CHANNEL LINE A DISTANCE OF 48.84 FEET TO AN INTERSECTION WITH THE EAST DOCK LINE AS LOCATED ON DECEMBER 20, 1905; THENCE NORTHEASTERLY ALONG SAID EAST DOCK LINE, A DISTANCE OF 424.63 FEET TO AN INTERSECTION WITH THE NORTH LINE OF FRACTIONAL SOUTH EAST 1/4 OF SAID SECTION 21; THENCE WESTERLY ALONG SAID NORTH LINE A DISTANCE OF 116.62 FEET; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 58 DEGREES 45 MINUTES 30 SECONDS, FROM EAST TO NORTH WITH SAID LAST DESCRIBED LINE, A DISTANCE OF 6.11 FEET TO AN INTERSECTION WITH THE AFORESAID EASTERLY EXTENSION OF THE CENTERLINE OF WEST 16TH STREET; THENCE WESTERLY ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 90.03 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

LOTS 1 TO 8, BOTH INCLUSIVE, IN BLOCK 7 IN CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS IN THE EAST FRACTION OF THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THAT PART OF SAID LOTS LYING WESTERLY OF THE EAST DOCK LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER, AS SAID DOCK LINE WAS LOCATED ON DECEMBER 20, 1905, ALSO EXCEPTING THEREFROM THAT PART OF SAID LOTS LYING WESTERLY OF THE EASTERLY BOUNDARY LINE OF THE NEW CHANNEL OF SAID SOUTH BRANCH OF THE CHICAGO RIVER, AS SAID LINE WAS ESTABLISHED BY ORDINANCE PASSED JULY 8, 1926), IN COOK COUNTY, ILLINOIS.

PARCEL 7A:

THAT PART OF BLOCK 6 IN CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS IN THE EAST FRACTION OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTH LINE OF BLOCK 6 AT A POINT WHICH IS 70.00 FEET EAST FROM THE NORTHWEST CORNER OF BLOCK 6, AND RUNNING; THENCE NORTH 89 DEGREES, 54 MINUTES, 25 SECONDS EAST (ASSUMED) ALONG NORTH LINE OF BLOCK 6, A DISTANCE OF 6.34 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF THE PARCEL OF LAND IN BLOCK 6; THENCE SOUTHWARDLY ALONG WESTERLY LINE, SAID WESTERLY LINE BEING HERE THE ARC OF A CIRCLE CONVEX TO THE WEST AND HAVING A RADIUS OF 586.69 FEET, A DISTANCE OF 293.35 FEET (THE CHORD OF SAID ARC HAVING A BEARING OF SOUTH 34 DEGREES, 02 MINUTES, 20 SECONDS WEST AND A LENGTH OF 290.30 FEET) TO A POINT OF TANGENT WITH THE WESTERLY LINE OF BLOCK 6; THENCE NORTH 19 DEGREES, 42 MINUTES, 53 SECONDS EAST ALONG WESTERLY LINE OF BLOCK 6, A DISTANCE OF 155.17 FEET TO THE SOUTHWEST CORNER OF LOT 2 IN BLOCK 6, AND THENCE NORTH 47 DEGREES 41 MINUTES 47 SECONDS, A DISTANCE OF 140.37 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

LOTS 1, 2, 3 AND 4 IN BLOCK 8 IN CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS IN THE EAST FRACTION OF THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THAT PART OF SAID LOTS LYING WESTERLY OF THE EASTERLY BOUNDARY LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER, AS SAID LINE WAS ESTABLISHED BY ORDINANCE PASSED JULY 8, 1926), IN COOK COUNTY, ILLINOIS.

PARCEL 9:

THAT PART OF 16TH STREET LYING NORTH OF AND ACCRUING TO THE NORTHERLY EXTENSIONS OF THE EASTERLY AND WESTERLY LINES OF PARCEL 7, HEREIN ABOVE DESCRIBED, WHICH LIES SOUTH OF THE NORTH LINE OF THE FRACTIONAL SOUTH EAST QUARTER OF SECTION 21 AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 10:

THAT PART OF THE NORTH 1/2 OF 18TH STREET BETWEEN THE SOUTHERLY EXTENSION OF THE EASTERLY AND WESTERLY LINES THEREOF SOUTH OF AND ACCRUING TO PARCEL 8, HEREIN ABOVE DESCRIBED, IN COOK COUNTY, ILLINOIS.

PARCEL 11:

THE WESTERLY HALF OF GROVE STREET LYING EAST OF AND ACCRUING TO PARCELS 1, 2, 3, 4, 5, 6, 7, 8, 9 AND 10, HEREINABOVE DESCRIBED, IN COOK COUNTY, ILLINOIS.

The boundaries of the Property are depicted in the attached diagram.

This legal description is subject to title commitment and survey, PIN division or consolidation, if necessary, plat of dedication for site configuration, alley or street closure or vacation as applicable, as negotiated by the City of Chicago and the Chicago Park District.

Exhibit B
Project Description

The TIF-Funded Improvements for the Project include the following: site preparation, extension of the Riverfront Trail, installation of new sheet piling along the river edge including fish habitats and natural shoreline pockets, landscaping and native plantings, open lawn area for recreation, fishing station, river edge plaza, boardwalk, engineering services, surfacing and utilities. If Project Assistance is available after completion of the TIF-Funded Improvements previously described, the Project may also include park renovation and amenities, including refurbishing of park furniture, canopies and paths, and as required by park use, a multi-purpose recreational facility.

Chicago 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 Zoning and Land Use Planning

*Exhibit D
Project Budget
TIF-Funded Improvements*

Park Development Uses Budget:

Site preparation / demolition	\$500,000.00
Shoreline development (sheet piling)	\$5,000,000.00
Landscaping (soil, trees, plantings, seed)	\$2,000,000.00
Riverfront Trail, pathways / hardscape	\$2,000,000.00
Utilities (water, electric, sewer)	\$500,000.00
Park Renovation	\$1,000,000.00
Environmental / SRP program	\$500,000.00
Design Fees	\$500,000.00
Total Development Budget*	\$12,000,000.00

* In no event, however, shall funding from the River South TIF Fund exceed \$12,000,000.