

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF CHICAGO,  
BY AND THROUGH ITS DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT,  
AND THE BOARD OF EDUCATION OF THE CITY OF CHICAGO  
REGARDING THE WILLIAM JONES COLLEGE PREPARATORY HIGH SCHOOL**

This Intergovernmental Agreement regarding the William Jones College Preparatory High School (this "Agreement") is made and entered into as of the 5th day of December, 2012 (the "Agreement Date") by and between 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 Housing and Economic Development (the "Department"), and the Board of Education of the City of Chicago (the "Board"), a body corporate and politic, organized under and existing pursuant to Article 34 of the School Code of the State of Illinois.

**RECITALS**

WHEREAS, pursuant to the provisions of an act to authorize the creation of public building commissions and to define their rights, powers and duties under the Public Building Commission Act (50 ILCS 20/1 et seq.), the City Council of the City (the "City Council") created the Public Building Commission of Chicago (the "Commission") to facilitate the acquisition and construction of public buildings and facilities; and

WHEREAS, the Board operates a high school known as The William Jones College Preparatory High School (also known as Jones College Prep or "Jones") (the "Existing Facility") on the real property generally located at 600-640 South State Street and 601-619 South Plymouth Court, Chicago, Illinois (the "Existing Property"); and

WHEREAS, the Commission owns in trust for and leases to the Board the Existing Property; and

WHEREAS, the Existing Facility is characterized by an out-dated design and an inability to accommodate contemporary high school learning and lacks athletic facilities; and

WHEREAS, the Board desires to construct new buildings and related improvements to house and serve the high school (the "School"); and

WHEREAS, the Board acquired the real property at 642-738 South State Street, Chicago, Illinois (the "New Property") for the construction of a new modern school (the Existing Property and the New Property shall be referred to herein as the "Property"); and

WHEREAS, the Board has requested the Commission to construct a new facility, including athletic facilities, on the New Property acquired by the Board (the "New Facility") (the construction of the New Facility on the New Property shall be referred to herein as the "Project"); 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 through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, to induce certain redevelopment pursuant to the Act, the City Council adopted the following ordinances on August 3, 1994 (as published in the Journal of Proceedings of the City Council (the "Journal") for such date at pages 54876 to 54950): "An Ordinance of the City of Chicago, Illinois Approving and Adopting a Tax Increment Redevelopment Project and Plan for the Near South Redevelopment Project Area" (as amended pursuant to ordinances adopted by the City Council on May 12, 1999 and published in the Journal for such date at pages 1002 to 1012, March 28, 2001 and published in the Journal for such date at pages 55308 to 55313, and April 13, 2011 and published in the Journal for such date at pages 114565 to 114621); "An Ordinance of the City of Chicago, Illinois Designating the Near South Redevelopment Project Area as a Tax Increment Financing District" (as amended pursuant to an ordinance adopted by the City Council on April 13, 2011 and published in the Journal for such date at pages 114622 to 114632); and "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Financing for the Near South Redevelopment Project Area" (as amended pursuant to an ordinance adopted by the City Council on April 13, 2011 and published in the Journal for such date at pages 114633 to 114641) (the aforesaid Ordinances are collectively referred to herein as the "Near South TIF Ordinances", the Redevelopment Plan approved by the Near South TIF Ordinances is referred to herein as the "Near South Redevelopment Plan" and the redevelopment project area created by the Near South TIF Ordinances, as amended, is referred to herein as the "Near South Redevelopment Area"); and

WHEREAS, all of the Property lies wholly within the boundaries of the Near South Redevelopment Area; and

WHEREAS, under 65 ILCS 5/11-74.4-3(q)(7), such 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 South Redevelopment Area shall be known as the "Near South Increment"); and

WHEREAS, the Board is a taxing district under the Act; and

WHEREAS, the Near South Redevelopment Plan contemplates that tax increment financing assistance would be provided for public improvements within the boundaries of the Near South Redevelopment Area; and

WHEREAS, the City desires to allocate and use a portion of the Near South Increment in an amount not to exceed \$114,641,656 (the "City Funds") for the Project; and

WHEREAS, in accordance with the Act, the TIF-Funded Improvements (as defined in Article Three, Section 3 hereof) are and shall be such of the Board's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Near South Redevelopment

Plan, and the City has found that the TIF-Funded Improvements consist of the cost of the Board's capital improvements for the New Facility that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03 (u) of the Act; and

WHEREAS, the parties hereto anticipate that the future use of the Existing Property, including but not limited to the potential funding therefor, shall be addressed in an amendment hereto or a separate agreement at a later time, subject to due authorization.

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 PROJECT

1. The plans and specifications for the Project shall: (a) at a minimum meet the general requirements for the New Facility as set forth in Exhibit B hereof, (b) be provided to the City by the Board, and (c) approved by the City in the City's discretion. The Board shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, as well as all policies, programs and procedures of the Board, all as may be in effect from time to time, pertaining to or affecting the Project or the Board as related thereto. The Board shall include a certification of such compliance with each request for City 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 Board shall provide evidence satisfactory to the City of such compliance.

2. In all contracts relating to the Project, the Board agrees to require the contractor (including the Commission) 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.

#### ARTICLE THREE: FUNDING

1. (a) On a quarterly basis (or as otherwise agreed to by the Department), the Board shall provide the Department with a Requisition Form, in the form of Exhibit E hereto, along with: (i) a cost itemization of the applicable portions of the budget attached as Exhibit G hereto; (ii) evidence of the expenditures upon TIF-Funded Improvements which the Board has paid; and (iii) all other documentation described in Exhibit E. The City shall review and, in the City's discretion, approve each Requisition Form and make the applicable requested and approved disbursement of City Funds, subject to the availability thereof. The availability of the City Funds is subject to the City's compliance with all applicable requirements regarding the use of such funds and the timing of such use. The parties currently anticipate that Requisition Forms

will be submitted and disbursements of City Funds will be made in the estimated amounts and at the estimated times set forth in Exhibit I hereto.

(b) Delivery by the Board to the Department of a Requisition Form hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such Requisition Form, that:

(i) the total amount of the City Funds disbursed in the previously made Disbursement (if any) represents the actual amount 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;

(ii) all amounts shown as previous payments on the current Requisition Form have been paid to the parties entitled to such payment;

(iii) the Board has approved all work and materials for the current Requisition Form, and such work and materials conform to the plans and specifications for the Project; and

(iv) the Board is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, as well as all policies, programs and procedures of the Board, all as may be in effect from time to time, pertaining to or affecting the Project or the Board as related thereto.

The City shall have the right, in its discretion, to require the Board to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any approval of a Requisition Form 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 Board.

(c) [intentionally omitted]

(d) [intentionally omitted]

(e) (i) The Board's right to receive payments hereunder shall be subordinate to all prior obligations of the City to be paid from Near South Increment, including but not limited to the City's Tax Increment Allocation Bonds (Near South Redevelopment Project) \$42,500,000 Series 1999A Bonds and \$7,500,000 Series 1999B Bonds (Taxable) and Junior Lien Tax Increment Allocation Bonds (Near South Redevelopment Project), \$39,011,761.50 Series 2001A Bonds and \$7,230,000 Series 2001B Bonds (Taxable) and that certain Blackstone Hotel Developer LLC and Urban Heritage Chicago Blackstone Hotel LLC Redevelopment Agreement dated on or about December 20, 2005 among the City, Blackstone Hotel Developer LLC and Urban Heritage Chicago Blackstone Hotel LLC and that certain Tax Increment Allocation Revenue Note (Blackstone Hotel Redevelopment Project), Taxable Series issued by the City pursuant thereto.

(ii) The City, subject to the terms of this subsection 1(e)(ii), may, until the earlier to occur of (1) the expiration of the Term of this Agreement or (2) the date that the City has paid directly or the Board has been reimbursed in the full amount of the City Funds under this Agreement,

exclude up to 90% of the Increment generated from the construction value of a new assisted development project and pledge that Increment to a developer on a basis superior to that of the Board. For purposes of this subsection, "a new assisted development project" shall not include any development project that is or will be exempt from the payment of ad valorem property taxes. Further, for purposes of this subsection, "Increment generated from the construction value of a new assisted development project" shall be the amount of Increment generated by the equalized assessed value ("EAV") of such affected parcels over and above the EAV of such affected parcels for the year immediately preceding the year in which the new assisted development project commences (the "Base Year"). Except for the foregoing, the Board shall retain its initial lien status relative to Near South Increment.

In the event that the City elects to avail itself of the provisions of this subsection, it shall, at least seven (7) days prior to executing a binding commitment pledging the Increment described above, certify, in a letter to the Board, the affected parcels and the EAV thereof for the Base Year.

(f) [intentionally omitted]

(g) The availability of City Funds is subject to: (i) the City's annual retention of Near South Increment in an amount necessary for the payment of expenses incurred by the City in the administration of the Near South Redevelopment Area; and (ii) the City's compliance with all applicable requirements regarding the use of such funds and the timing of such use.

(h) The Board shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) any additional bonds in connection with the Redevelopment Area, the proceeds of which may be used to reimburse the City for expenditures made in connection with, or provide a source of funds for the payment for, the TIF-Funded Improvements ("Other Bonds"); provided, however, that any such amendments shall not have a material adverse effect on the Board or the Project. The Board shall, at the Board's expense, cooperate and provide reasonable assistance in connection with the marketing of any such Other Bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition and assisting the City in preparing an offering statement with respect thereto. The City may, in its sole discretion, use all or a portion of the proceeds of such Other Bonds if issued to pay for all or a portion of the TIF-Funded Improvements.

2. The current estimate of the cost of the Project is \$119,941,656. The Board has delivered to the Commissioner, and the Commissioner hereby approves, a detailed project budget for the Project, attached hereto and incorporated herein as Exhibit G. The Board certifies that it has identified sources of funds (including the City Funds) sufficient to complete the Project. The Board agrees that the City will only contribute the City Funds to the Project and that all costs of completing the Project over the City Funds shall be the sole responsibility of the Board. If the Board at any point does not have sufficient funds to complete the Project, the Board shall so notify the City in writing, and the Board may narrow the scope of the Project as agreed with the City in order to construct the New Facility with the available funds.

3. Attached as Exhibit H and incorporated herein is a preliminary list of capital improvements, land assembly costs, relocation 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 City Funds ("TIF-Funded Improvements"); and to the extent the TIF-Funded Improvements are included as taxing district capital costs under the Act, the Board 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 Near South Redevelopment Plan. Prior to the expenditure of City Funds on the Project, the Commissioner, based upon the detailed project budget, shall make such modifications to Exhibit H as he or she wishes in his or her discretion to account for all of the City 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 Near South Redevelopment Plan; and (iii) be improvements that the Commissioner has agreed to pay for out of City Funds, subject to the terms of this Agreement.

4. If the aggregate cost of the Project is less than the amount of the City Funds contemplated by this Agreement, the Board shall have no claim to the difference between the amount of the City Funds contemplated by this Agreement and the amount of the City Funds actually paid by the City to the Board and expended by the Board on the Project.

5. If requested by the City, the Board shall provide to the City quarterly reports on the progress of the Project and reasonable access to its books and records relating to the Project.

6. [intentionally omitted]

7. During the Term hereof the Board shall not sell, transfer, convey or otherwise dispose of all or any portion of the Property or any interest therein to a party other than the City (a "Transfer"), or otherwise effect or consent to a Transfer to a party other than the City, without the prior written consent of the City. The City's consent to any Transfer may, in the City's sole discretion, be conditioned upon (among other things) whether such a Transfer would conflict with the statutory basis for the grant of the City Funds hereunder pursuant to the Act.

8. (a) If in future (including after the expiration or termination hereof) the Board transfers (or causes to be transferred) the Existing Property (or any portion thereof) to the City (or to a third party approved by the City and the Board) for public use, then the City Funds provided hereunder shall constitute consideration and/or compensation from the City to the Board for such transfer.

(b) [intentionally omitted]

(c) The City Funds provided hereunder constitutes "Funding for Jones" as such term is defined and used in that certain Ground Lease for the Byrd School Site between the Board and the City dated as of October 20, 2010 (particularly but not limited to Preamble F, Article II and Section 3.1 thereof) and consideration for said Ground Lease.

(d) The City is the owner of the real property legally described and depicted on Exhibits K-1 and K-2 to this Agreement (the "Read-Dunning Property"), consisting of approximately 17.4 acres of unimproved land. The City has no present municipal use for the Read-Dunning Property. Pursuant to its power and authority under the School Code and pursuant to the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq., the Board, at

its meeting of April 25, 2012, pursuant to Board Report 12-0425-OP2, has determined that it is necessary or convenient for it to lease the Read-Dunning Property for a term of 99 years with an option to purchase for \$1 for future public and charter school, educational, sports and recreational programs and related public purposes in consideration, along with the City Funds, of the conveyance by the Board to the City of the following Board-owned property: (i) the real property located at 1450 North Larrabee Street, Chicago, IL, and legally described and depicted on Exhibits J-1 and J-2 to this Agreement (the "Former Near North Property"), consisting of approximately 9.8 acres of land and certain improvements that the Board previously operated as Near North High School, and (ii) the real property located at 3100 South Kedzie Avenue, Chicago, IL, and legally described and depicted on Exhibits L-1 and L-2 to this Agreement, respectively (the "Former Washburne Property"), consisting of approximately 10.8 acres of land. If the City requires the Board to convey the Former Near North Property to the City prior to the earlier of September 30, 2013 or the completion of the Project then immediately following such conveyance the City will lease the Former Near North Property to the Board until the earlier of September 30, 2013 or the completion of the Project.

#### ARTICLE FOUR: TERM

The Term of the Agreement shall commence as of the Agreement Date and shall expire on the date on which the Near South Redevelopment Area is no longer in effect (through and including December 31, 2014).

#### ARTICLE FIVE: INDEMNITY; DEFAULT

1. The Board agrees to indemnify, defend and hold the City, its officers, officials, members, employees and agents harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with (i) the Board's failure to comply with any of the terms, covenants and conditions contained within this Agreement, or (ii) the Board's or any contractor's failure to pay general contractors, subcontractors or materialmen in connection with the Project.

2. The failure of the Board to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Board under this Agreement or any agreement directly related to this Agreement shall constitute an "Event of Default" by the Board hereunder. Upon the occurrence of an Event of Default, the City may terminate this Agreement and all agreements directly related to this Agreement, and may suspend disbursement of the City Funds. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein.

In the event the Board shall fail to perform a covenant which the Board 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 the Board has failed to cure such default within thirty (30) days of its receipt of a written notice from the City 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 Board 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.

3. The failure of the City to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the City under this Agreement or any other agreement directly related to this Agreement shall constitute an "Event of Default" by the City hereunder. Upon the occurrence of an Event of Default, the Board may terminate this Agreement and any other agreement directly related to this Agreement. The Board may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein.

In the event the City shall fail to perform a covenant which the City 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 the City has failed to cure such default within thirty (30) days of its receipt of a written notice from the Board 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 City 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 SIX: CONSENT

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

#### ARTICLE SEVEN: NOTICE

Notice to Board shall be addressed to:

Chief Financial Officer  
Board of Education of the City of Chicago  
125 South Clark Street, 14<sup>th</sup> Floor  
Chicago, Illinois 60603  
FAX: (773) 553-2701

and

General Counsel  
Board of Education of the City of Chicago  
125 South Clark Street, 7<sup>th</sup> Floor  
Chicago, Illinois 60603  
FAX: (773) 553-1702

Notice to the City shall be addressed to:

Commissioner



Department of Housing and Economic Development  
121 North LaSalle Street, Room 1000  
Chicago, Illinois 60602  
FAX: (312) 744-2271

and

Corporation Counsel  
121 North LaSalle Street, Room 600  
Chicago, Illinois 60602  
Attention: Finance and Economic Development Division  
FAX: (312) 744-8538

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 EIGHT: 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 Board 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 NINE: MODIFICATION

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

#### ARTICLE TEN: COMPLIANCE WITH LAWS

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

#### ARTICLE ELEVEN: 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 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 TWELVE: COUNTERPARTS

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

#### ARTICLE THIRTEEN: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the Project. In particular, but not by way of limitation, this Agreement replaces that certain First Amended and Restated Intergovernmental Agreement regarding the Existing Facility between the parties dated as of July 15, 2006 (the "2006 Agreement") in its entirety. Subject to the final disbursement of funds from the City to the Board under the 2006 Agreement pursuant to the terms and conditions thereof in an amount not to exceed \$10,900,000 (the "2006 Agreement Final Disbursement," which is not included in the City Funds hereunder), the 2006 Agreement is hereby terminated. The Board waives any claims against the City under the 2006 Agreement other than with respect to the 2006 Agreement Final Disbursement. Subject to the availability of City Funds, the City agrees to include the 2006 Agreement Final Disbursement in the first disbursement of City Funds to the Board hereunder, as indicated on Exhibit I hereto. The Board's obligations under Article Five, Section 1 of the 2006 Agreement shall survive the foregoing termination thereof until the expiration of the Term hereof.

#### ARTICLE FOURTEEN: AUTHORITY

Execution of this Agreement by the City is authorized by an ordinance passed by the City Council of the City on May 9, 2012. Execution of this Agreement by the Board is authorized by Board Report 10-0922-RS2 as amended by (a) Board Resolution 11-0727-RS2 and (b) Board Report 12-0425-OP2 approved April 25, 2012. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

#### ARTICLE FIFTEEN: HEADINGS

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

#### ARTICLE SIXTEEN: DISCLAIMER OF RELATIONSHIP

Nothing contained in this Agreement, nor any act of the City or the Board 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 Board.

#### ARTICLE SEVENTEEN: 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 EIGHTEEN: NO PERSONAL LIABILITY

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

#### ARTICLE NINETEEN: 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 Board:

Patricia L. Taylor, Chief Operating Officer  
Board of Education of the City of Chicago  
125 South Clark Street, 17<sup>th</sup> Floor  
Chicago, Illinois 60603  
Phone: 773-553-2900  
Fax: 773-553-2912

For the City:

Robert McKenna, Assistant Commissioner  
City of Chicago  
Department of Housing and Economic Development  
121 North LaSalle Street, Room 1003  
Chicago, Illinois 60602  
Phone: 312-744-9463  
Fax: 312-744-5892

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.

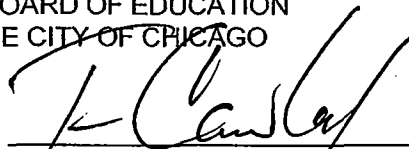
[Signature Page Follows]

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, ILLINOIS

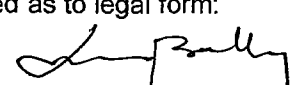

By:   
\_\_\_\_\_  
Commissioner  
Department of Housing  
and Economic Development

THE BOARD OF EDUCATION  
OF THE CITY OF CHICAGO

By:   
\_\_\_\_\_  
Chief Administrative Officer

Attest: By:   
\_\_\_\_\_  
Secretary  
12/3/12

Board Report No.: 10-0922-RS2  
as amended by  
Board Resolution 11-0727-RS2, 12-0125-OP1  
and Board Report 12-0425-OP2

Approved as to legal form:    
\_\_\_\_\_  
General Counsel

10/10/10

10/10/10

AGREEMENT EXHIBIT A  
[intentionally omitted]

**AGREEMENT EXHIBIT B  
THE PROJECT/FEATURES OF THE NEW FACILITY**

**Address:** New William Jones College Preparatory High School  
700 S. State St.  
Chicago, IL 60605

**Project Description:** This project is to construct a new high school for 1200 students. This facility will include below-grade parking, general classrooms, science labs, world language/computer classrooms, art and music classrooms, administration suite, nurses/student services suite, student dining area with server and full cooking kitchen, multi-purpose room, library, gymnasium, natatorium, separate auditorium, and building support spaces. The project will seek LEED for Schools Silver certification and will feature a 50% green roof.

**Capacity:**

Current Enrollment: 827 students  
Future Enrollment: 1200 students

Jones College Prep serves students in grades 9 through 12.

**AGREEMENT EXHIBITS C-D**  
[intentionally omitted]



AGREEMENT EXHIBIT E  
REQUISITION FORM

\_\_\_\_\_ REQUISITION FORM

State of Illinois            )  
  ) SS  
County of Cook            )

The affiant, \_\_\_\_\_, \_\_\_\_\_ of the Board of Education of the City of Chicago, a body corporate and politic (the "Board"), hereby certifies to the City of Chicago (the "City") that with respect to that certain Intergovernmental Agreement between the Board and the City regarding the William Jones College Preparatory High School dated \_\_\_\_\_, 2012 (the "Agreement"):

A. The following is a true and complete statement of all expenditures for the Project by the Board to date:

TOTAL:        \$ \_\_\_\_\_

B. This paragraph B sets forth and is a true and complete statement of all costs of TIF-Funded Improvements for the Project paid for by the City to date:

\$ \_\_\_\_\_

C. The Board requests disbursement for the following cost of TIF-Funded Improvements:

\$ \_\_\_\_\_

D. None of the costs referenced in paragraph C above has been previously reimbursed by the City.

E. The Board 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 Board is in compliance with all applicable covenants contained therein.

2. No Event of Default or condition or event that, with the giving of notice or passage of time or both, would constitute an Event of Default, exists or has occurred.

3. The Board is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, as well as all policies, programs and procedures of the Board, all as may be in effect from time to time, pertaining to or affecting the Project or the Board as related thereto.

F. Attached hereto are: (1) a cost itemization of the applicable portions of the budget attached as Exhibit G to the Agreement; and (2) evidence of the expenditures upon TIF-Funded Improvements for which the Board hereby seeks reimbursement.

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

THE BOARD OF EDUCATION  
OF THE CITY OF CHICAGO, a body corporate and politic

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
My commission expires: \_\_\_\_\_

Agreed and accepted:  
CITY OF CHICAGO  
DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



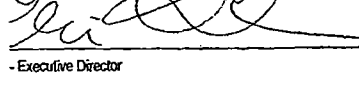
**AGREEMENT EXHIBIT F**  
**[intentionally omitted]**

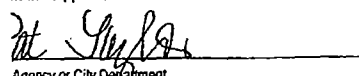
**AGREEMENT EXHIBIT G**  
**PROJECT BUDGET**  
(see attached)

Education  
 Project: Jonas College Prep Replacement High School  
 Address: State & Polk  
 Road/Alt.: 2nd / R. Fioretti

Project Number: 05265  
 Date: 7/13/2012 IGA Exhibit  
 PM: Mike Vergamini

Cost Codes	GL Code	Group Headings	Revised Undertaking Jones College Prep New Construction Only	Comments
		Square Footage	275,879	
I		Planning		
01.01	522415	Preliminary Property Appraisals	\$0	
01.02	522210	Demolition Assessment/Planning	\$0	
01.03	513119	Environmental Assessment/Planning	\$0	
01.04	513173	Facility/Site Test Fits/Layouts	\$0	
01.05	513183	Conceptual Estimating	\$0	
01.06	513186	Other Planning Costs	\$46,650	
01.07	513163	Site Survey	\$18,350	
		Sub-Total	\$65,000	
II		Land Acquisition & Site Control		
02.01	513200	Legal Fees - Acquisition	\$158,458	
02.02	513203	Legal Fee Reimbursable	\$6,438	
02.06	522100	Land Acquisition	\$0	
02.07	522300	Relocation Costs	\$0	
02.09	524800	Abatement, Demo, Fencing, & Signage	\$25,000	
02.11	523700	Utility Service & Relocation Fees	\$700,000	
02.12	523720	Public Right of Way Amendment	\$20,000	
02.13	522150	Other Land Acquisition Costs	\$15,000	
		Sub-Total	\$924,896	
III		Environmental and Site Preparation		
03.01	513140	Environmental Testing and Consulting	\$180,000	
03.03	513168	Geotechnical Testing	\$74,345	
03.05	523900	Environmental Remediation & Site Preparation	\$200,000	
03.07	523950	Other Environmental & Site Prep. Costs	\$45,655	
		Sub-Total	\$470,000	
IV		Design		
04.01	521105	Design Architect Fees	\$339,588	
04.02	521100	AOR Basic Fees	\$6,132,960	
04.03	521500	AOR Reimbursable	\$738,685	
04.04	521600	AOR Additional Services	\$0	
04.10	513600	Commissioning Agent	\$0	
04.11	513700	Developer Service Fees/Part II Fee	\$3,000	
04.12	513250	Legal Fee - Zoning Board Approval, Plan Development	\$50,000	
04.13	513800	Other Design Related Costs	\$100,000	
		Sub-Total	\$7,364,233	
V		Project Implementation		
05.01	513142	Project Management Costs	\$2,229,731	
05.02	520100	Project Management Reimbursable	\$0	
05.04	518700	Pre-Bid Advertising	\$5,000	
05.05	515200	Document Reproduction	\$25,000	
05.06	518600	Community Outreach	\$50,000	
05.07	513104	Affirmative Action Consulting	\$485,882	
05.09	511300	PBC Administration	\$2,616,479	
05.10	513900	Other Project Implementation Costs	\$50,000	
		Sub-Total	\$5,462,893	
VI		Construction		
06.01	513136	Testing and Inspection	\$442,720	
06.02	514200	Insurance	\$0	
06.04	524300	General Construction	\$94,393,061	
06.05	524350	General Construction Allowances	\$800,000	
06.06	591100	General Construction Contract Contingency	\$2,000,000	
06.07	513106	IT Systems	\$0	
06.08	526000	FF&E - Furnishings	\$0	
06.09	519100	Public Artwork Program	\$0	
06.10	591000	Construction Contingency	\$2,719,653	
		Sub-Total	\$100,355,434	
TOTAL PBC BUDGET			\$3,144,443	
IX		User Agency Budget	0	
09.01		FFE	\$5,000,000	
09.02		Telecom	\$0	
09.06		Construction Phase	\$300,000	
TOTAL USER AGENCY BUDGET			\$5,300,000	
TOTAL PROJECT BUDGET			\$116,940,433	

  
 - Director of Development  
  
 - Director of Finance  
  
 - Executive Director

NDRC Approvals:  
  
 Agency or City Department

**AGREEMENT EXHIBIT H**  
**PROJECT TIF-FUNDED IMPROVEMENTS**  
(see attached)

PUBLIC BUILDING COMMISSION OF CHICAGO

8/12/2011

Division : Educational  
 Project : Jones College Prep New School

PBC Project No : 05265

Address : State & Polk  
 Ward / Ald. : 2nd/ R. Fioretti

Based on Bid and Current Cost

Rev.# Date: 8/04/11  
 PM :

TOTAL PBC PROJECT BUDGET

Cost Codes	GL Code	Group Headings	Revised Undertaking (Building Const.)	Comments
		Square Footage	275,879	
<b>I</b>		<b>Planning</b>		
01.01	522415	Preliminary Property Appraisals	\$0	
01.02	522210	Demolition Assessment/Planning	\$0	
01.03	513119	Environmental Assessment/Planning	\$0	
01.04	513173	Facility/Site Test Fits/Layouts	\$0	
01.05	513183	Conceptual Estimating	\$0	
01.06	513186	Other Planning Costs	\$46,650	
01.07	513163	Site Survey	\$18,350	
		Sub-Total	\$65,000	
<b>II</b>		<b>Land Acquisition &amp; Site Control</b>		
02.01	513200	Legal Fees - Acquisition	\$158,458	
02.02	513203	Legal Fee Reimbursables	\$6,438	
02.05	522100	Land Acquisition	\$0	
02.07	522900	Relocation Costs	\$0	
02.09	524800	Abatement, Demo, Fencing, & Signage	\$25,000	
02.11	523700	Utility Relocation Fees	\$700,000	
02.12	523720	Public Right of Way Amendment	\$20,000	
02.13	522150	Other Land Acquisition Costs	\$15,000	
		Sub-Total	\$924,896	
<b>III</b>		<b>Environmental and Site Preparation</b>		
03.01	513140	Environmental Testing and Consulting	\$150,000	
03.03	513168	Geotechnical Testing	\$74,345	
03.05	523900	Environmental Remediation & Site Preparation	\$200,000	
03.07	523950	Other Environmental & Site Prep. Costs	\$45,655	
		Sub-Total	\$470,000	
<b>IV</b>		<b>Design</b>		
04.01	521105	Design Architect Fees	\$339,588	
04.02	521100	AOR Basic Fees	\$6,132,960	
04.03	521500	AOR Reimbursables	\$738,685	
04.04	521600	AOR Additional Services	\$0	
04.10	513600	Commissioning Agent	\$0	
04.11	513700	Developer Services Fees/ Part II Fee	\$3,000	
04.12	513250	Legal Fee - Zoning Board Approval, Plan Development	\$50,000	
04.13	513800	Other Design Related Costs	\$100,000	
		Sub-Total	\$7,364,233	
<b>V</b>		<b>Project Implementation</b>		
05.01	513142	Project Management Cost	\$2,229,731	
05.02	520100	Project Management Reimbursables	\$0	
05.04	518700	Pre-Bid Advertising	\$5,000	
05.05	515200	Document Reproduction	\$25,000	
05.06	518600	Community Outreach	\$50,000	
05.07	513104	Affirmative Action Consulting	\$485,882	
05.09	511300	PBC Administration	\$2,616,479	
05.10	513900	Other Project Implementation Costs	\$50,000	
		Sub-Total	\$5,462,093	
<b>VI</b>		<b>Construction</b>		
06.01	513136	Testing and Inspection	\$442,720	
06.02	514200	Insurance	\$0	
06.04	524300	General Construction	\$94,393,061	
06.05	524350	General Construction Allowances	\$800,000	
06.06	591100	General Construction Contract Contingency	\$2,000,000	
06.07	513106	I T Systems	\$0	
06.08	526000	FF&E - Furnishings	\$0	
06.09	519100	Public Artwork Program	\$0	
06.10	591000	Construction Contingency	\$2,719,653	
		Sub-Total	\$100,355,434	
		<b>TOTAL PBC BUDGET</b>	<b>\$116,647,655</b>	



**AGREEMENT EXHIBIT I  
ANTICIPATED REQUISITION AND DISBURSEMENT SCHEDULE**

December 2012	\$68,000,000
June 2013	\$17,000,000
December 2013	\$0
June 2014	\$30,000,000
December 2014	\$10,541,656

AGREEMENT EXHIBIT J-1  
NEAR NORTH PROPERTY DESCRIPTION

Legal Description of Near North High School Site

PARCEL 1: LOTS 139, 141, 143, 144, 145 (EXCEPT PARTS TAKEN FOR STREETS), ALSO LOT 137 (EXCEPT PART TAKEN FOR STREET), ALL IN BUTTERFIELD'S ADDITION TO CHICAGO IN THE NORTH WEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 2:

LOTS 3 AND 4, INCLUSIVE, (EXCEPT PARTS TAKEN FOR STREET), IN W. S. JOHNSON'S SUBDIVISION OF LOT 138, IN BUTTERFIELD'S ADDITION TO CHICAGO, AFOREMENTIONED,

PARCEL 3:

LOTS 5 TO 7, INCLUSIVE, (EXCEPT PARTS TAKEN FOR STREET), IN COUNTY CLERK'S DIVISION OF LOTS 140 AND 142 IN BUTTERFIELD'S ADDITION TO CHICAGO, AFOREMENTIONED,

ALSO

PARCEL 4:

LOTS 1 TO 4, INCLUSIVE, (EXCEPT PARTS TAKEN FOR STREET), IN OWNERS RESUBDIVISION OF LOT 142 IN BUTTERFIELD'S ADDITION TO CHICAGO, AFOREMENTIONED,

ALSO

PARCEL 5:

LOTS 5 TO 17, INCLUSIVE, (EXCEPT PARTS TAKEN FOR STREETS AND ALLEYS), IN HINSCHKE'S SUBDIVISION OF LOTS 146 AND 148 AND SUB-LOT 1 OF LOT 149 IN BUTTERFIELD'S ADDITION TO CHICAGO, AFOREMENTIONED,

ALSO

PARCEL 6:

LOTS 1 TO 9, INCLUSIVE, IN EICH'S SUBDIVISION OF LOT 147 IN BUTTERFIELD'S ADDITION TO CHICAGO, AFOREMENTIONED,

ALSO

PARCEL 7:

THAT PART OF LOTS 1 AND 2 IN W. S. JOHNSON'S SUBDIVISION OF LOT 138 IN BUTTERFIELD'S ADDITION TO CHICAGO IN THE NORTH WEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTHERLY AND NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINES: COMMENCING AT THE NORTH EAST CORNER OF THE AFORESAID LOT 1, BEING THE SOUTH WEST CORNER OF LOT 137 IN AFORESAID BUTTERFIELD'S ADDITION, THENCE WEST IN THE SOUTH LINE OF AFORESAID LOT 137

EXTENDED WEST, A DISTANCE OF 16.08 FEET TO A POINT; THENCE NORTHWESTERLY IN A LINE PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOTS 1 AND 2 TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID LOT 2 IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 8:  
LOTS 1 TO 5 (EXCEPT PARTS TAKEN FOR STREETS) IN BULMAN'S SUBDIVISION OF LOT 165 IN BUTTERFIELD'S ADDITION TO CHICAGO, AFOREMENTIONED,

ALSO

PARCEL 9:  
LOTS 1 TO 9, INCLUSIVE, AND THE EAST 10 FEET OF LOT 10 IN THE SUBDIVISION OF LOT 168 IN BUTTERFIELD'S ADDITION TO CHICAGO, AFOREMENTIONED,

ALSO

PARCEL 10:  
THE SOUTH 1/2 OF VACATED WEST WEED STREET LYING EASTERLY OF NORTH OGDEN AVENUE AND WEST OF NORTH LARRABEE STREET IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 11:  
LOTS 1 AND 5 (EXCEPT THAT PART OF SAID LOTS TAKEN FOR STREETS) IN ASSESSOR'S DIVISION OF LOT 167 IN BUTTERFIELD'S ADDITION TO CHICAGO, AFOREMENTIONED,

ALSO

THAT PART OF LOT 166 LYING EASTERLY OF THE EASTERLY LINE OF OGDEN AVENUE IN BUTTERFIELD'S ADDITION TO CHICAGO, AFOREMENTIONED,

ALSO

PARCEL 13:  
THAT PART OF LOTS 1 AND 2 LYING EAST OF THE EAST LINE OF OGDEN AVENUE IN BAUM'S SUBDIVISION OF THE WEST 15 FEET OF LOT 10 AND ALL OF LOT 11 IN THE SUBDIVISION OF LOT 168 IN BUTTERFIELD'S ADDITION TO CHICAGO, ALSO THE SOUTH 1/2 OF THE WEST 1/2 AND THE SOUTH 22 FEET OF THE NORTH 1/2 OF THE WEST 1/2 OF LOT 167 IN SAID BUTTERFIELD'S ADDITION TO CHICAGO, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 14, 1915 AS DOCUMENT NUMBER 5691517, IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 14:

ALL OF WEST SIEBENS PLACE AS OPENED BY CONDEMNATION PROCEEDING BY SUPERIOR COURT NO. 92859 DATED JULY 31, 1884 AND DESCRIBED AS FOLLOWS: THE NORTH 16 FEET OF THE SOUTH 23 FEET OF LOT 137; THE WESTERLY 10 FEET OF LOT 137 EXCEPT THE NORTH 16 FEET OF THE SOUTH 23 FEET THEREOF; THE WESTERLY 10 FEET OF LOTS 139, 141 AND 143; THE NORTHEASTERLY 10 FEET OF LOTS 140, 142 AND 144; THENCE NORTHEASTERLY 10 FEET OF THAT PART OF LOT 138 LYING NORTHERLY OF THE NORTH LINE, EXTENDED WEST, OF THE SOUTH 7 FEET OF LOT 137, ALL IN BUTTERFIELD'S ADDITION TO CHICAGO IN THE NORTH WEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ALSO

THE SOUTHWESTERLY 10 FEET OF LOT 16 IN HINSCHKE'S SUBDIVISION OF LOTS 146 AND 148 AND SUB-LOT 1 OF LOT 149 IN BUTTERFIELD'S ADDITION TO CHICAGO AFOREMENTIONED,

ALSO

THAT PART OF LOT 145 IN BUTTERFIELD'S ADDITION TO CHICAGO AFOREMENTIONED, WHICH LIES SOUTHWESTERLY OF THE NORTHEASTERLY LINE OF THE SOUTHWESTERLY 10 FEET OF LOT 16 IN HINSCHKE'S SUBDIVISION AFOREMENTIONED, PRODUCED SOUTHEASTERLY TO THE SOUTH LINE OF SAID LOT 145;

ALSO

THE NORTHEASTERLY 10 FEET OF RESERVE "B" IN HINSCHKE'S SUBDIVISION AFOREMENTIONED;

ALSO

THAT PART OF THE NORTHWESTERLY-SOUTHEASTERLY 10-FOOT PUBLIC ALLEY LYING BETWEEN LOTS 15 AND 16; TOGETHER WITH ALL OF THE NORTHEASTERLY-SOUTHWESTERLY 9-FOOT PUBLIC ALLEY AND 3.0 FOOT STRIP KNOWN AS RESERVE "B" (EXCEPT THE NORTHEASTERLY 10 FEET THEREOF) LYING SOUTHEASTERLY OF LOTS 9 TO 15, BOTH INCLUSIVE; AND THAT PART OF THE NORTHWESTERLY-SOUTHEASTERLY 12-FOOT PUBLIC ALLEY LYING BETWEEN LOT 9 AND LOTS 5 TO 8, BOTH INCLUSIVE, AND LYING SOUTHEASTERLY OF A LINE DRAWN FROM A POINT ON THE SOUTHWESTERLY LINE OF LOT 6, WHICH IS 39.15 FEET SOUTHEASTERLY OF THE MOST WESTERLY CORNER OF LOT 5 TO A POINT ON THE NORTH LINE OF LOT 17 WHICH IS 10.69 FEET EAST OF THE NORTH WEST CORNER OF LOT 17, ALL IN HINSCHKE'S SUBDIVISION OF LOTS 146 AND 148 AND SUB-LOT 1 IN BUTTERFIELD'S ADDITION TO CHICAGO AFOREMENTIONED IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 15:

THE STRIP OF LAND MARKED "3 FOOT RESERVE B" ON PLAT OF HINSCHKE'S SUBDIVISION OF LOTS 146, 148 AND SUB-LOT 1 OF LOT 149 IN BUTTERFIELD'S ADDITION TO CHICAGO, AFOREMENTIONED, (EXCEPT FROM SAID STRIP THE NORTHEASTERLY 10 FEET) IN COOK COUNTY, ILLINOIS.

PARCEL 16:

LOTS 11 THROUGH 17 AND THAT PART OF LOTS 9 AND 10 LYING WEST OF THE NORTHWESTERLY LINE OF OGDEN AVENUE, ALSO THAT PART OF LOTS 6, 7, 8, 9 AND 10 LYING WITHIN THE NORTHWESTERLY 1/2 OF OGDEN AVENUE, AS OPENED IN BULMAN'S SUBDIVISION OF LOT 165 IN BUTTERFIELD'S ADDITION TO CHICAGO IN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 17:

THAT PART OF LOT 166 LYING WEST OF THE NORTHWESTERLY LINE OF OGDEN AVENUE, ALSO THAT PART OF SAID LOT 166 LYING WITHIN THE NORTHWESTERLY 1/2 OF OGDEN AVENUE, AS OPENED, IN BUTTERFIELD'S ADDITION TO CHICAGO, IN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 18:

THAT PART OF LOT 2 LYING WEST OF THE NORTHWESTERLY LINE OF OGDEN AVENUE, ALSO THAT PART OF SAID LOT 2 LYING WITHIN THE NORTHWESTERLY 1/2 OF OGDEN AVENUE, AS OPENED, IN ASSESSOR'S DIVISION OF LOT 167 IN BUTTERFIELD'S ADDITION TO CHICAGO, IN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 19:

THAT PART OF LOT 1 LYING WEST OF THE NORTHWESTERLY LINE OF OGDEN AVENUE, ALSO THAT PART OF SAID LOT 1 LYING WITHIN THE NORTHWESTERLY 1/2 OF OGDEN AVENUE, AS OPENED, IN CHRISTOPH F. BAUM'S SUBDIVISION OF PARTS OF LOTS 167 AND 168 IN BUTTERFIELD'S ADDITION TO CHICAGO, IN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 20:

LOT 17 AND THAT PART OF LOTS 15 AND 16 LYING WEST OF THE NORTHWESTERLY LINE OF OGDEN AVENUE, ALSO THAT PART OF LOTS 13, 14, 15 AND 16 LYING WITHIN THE NORTHWESTERLY 1/2 OF OGDEN AVENUE, AS OPENED, IN THE SUBDIVISION OF LOT 168 IN BUTTERFIELD'S ADDITION TO CHICAGO, IN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 21:

THAT PART OF THE EAST 15 FEET OF NORTH FRONTIER STREET LYING NORTH OF THE NORTH LINE OF WEST BLACKHAWK STREET EXTENDED WEST, AND LYING SOUTH OF THE NORTH LINE OF WEST WEED STREET (ALSO KNOWN AS ALASKA STREET), EXTENDED WEST, IN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE

14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 22:

ALL THAT PART OF WEST WEED STREET (ALSO KNOWN AS ALASKA STREET) LYING WEST OF THE WESTERLY LINE OF NORTH OGDEN AVENUE, AS OPENED AND EAST OF THE EAST LINE OF NORTH FRONTIER STREET, EXTENDED NORTH, ALL IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 1450 NORTH LARRABEE STREET, CHICAGO, IL 60610

P.I.N. NOS.: 17-04-106-001 through 17-04-106-014; 17-04-107-005 through 17-04-107-015  
17-04-119-001 through 17-04-119-024; 17-04-119-039; 17-04-119-041;  
17-04-120-001 through 023; 17-04-120-025

ACREAGE: 9.77 ACRES

**AGREEMENT EXHIBIT J-2  
NEAR NORTH PROPERTY DEPICTION**

near north high school campus  
1450 N. Larrabee Street



Subject Property 

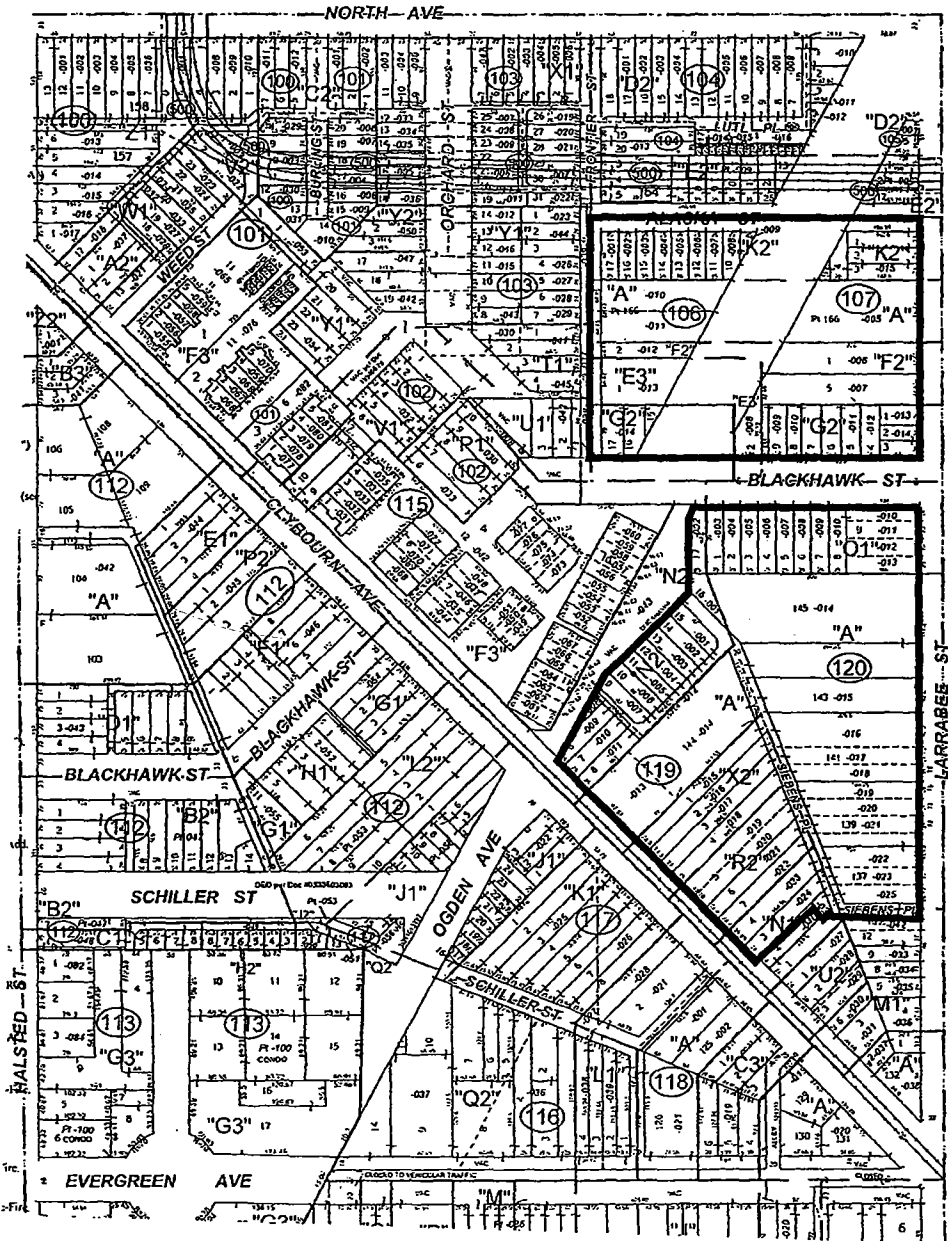
For Illustration Purposes  
Not to Scale



For Illustration Purposes  
Not to Scale

Near North HS Campus  
1450 N. Larrabee

# W 1/2 NW 1/4 SEC 4-39-14 NORTH



AGREEMENT EXHIBIT K-1  
READ DUNNING PROPERTY DESCRIPTION

READ-DUNNING PROPERTY TO BE LEASED BY THE CITY TO THE BOARD FOR 99  
YEARS, INCLUDING AN OPTION TO PURCHASE THE PROPERTY FOR ONE DOLLAR  
(\$1.00) FOR EDUCATIONAL AND RELATED PURPOSES

(subject to final title commitment and survey)

LEGAL DESCRIPTION: THAT PART OF THE SOUTH FRACTIONAL 1/2 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE INDIAN BOUNDARY LINE, DESCRIBED AS FOLLOWS:  
BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WEST IRVING PARK ROAD, BEING A LINE 33.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 18, WITH THE EAST LINE OF NORTH OAK PARK AVENUE AS SHOWN ON THE PLAT OF SURVEY RECORDED JANUARY 11, 1935 AS DOCUMENT 11544080 (THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 18 HAS A BEARING OF SOUTH 89 DEGREES 50 MINUTES 26 SECONDS WEST FOR THIS LEGAL DESCRIPTION); THENCE NORTH 00 DEGREES 25 MINUTES 50 SECONDS WEST ALONG SAID EAST LINE OF NORTH OAK PARK AVENUE, 83.09 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE NORTHWESTERLY ALONG SAID EAST LINE OF NORTH OAK PARK AVENUE, BEING A CURVED LINE CONVEX NORTHEASTERLY, HAVING A RADIUS OF 2437.50 FEET, AN ARC DISTANCE OF 624.09 FEET TO AN INTERSECTION WITH A LINE 733.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST FRACTIONAL 1/4 OF SAID SECTION 18 SOUTH OF THE INDIAN BOUNDARY LINE: THENCE NORTH 89 DEGREES 50 MINUTES 26 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, BEING ALSO THE SOUTH LINE OF THE PARCEL OF LAND KNOWN AS THE CEMETERY GROUNDS ON THE COUNTY FARM, 29.46 FEET TO THE EAST LINE OF THE SOUTHWEST FRACTIONAL 1/4 OF SAID SECTION 18 SOUTH OF THE INDIAN BOUNDARY LINE THENCE NORTH 00 DEGREES 25 MINUTES 50 SECONDS WEST ALONG SAID LAST DESCRIBED EAST LINE, BEING ALSO THE EAST LINE OF THE CEMETERY GROUNDS ON THE COUNTY FARM, 59.08 FEET TO AN INTERSECTION WITH A LINE 792.08 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 18; THENCE NORTH 89 DEGREES 50 MINUTES 26 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 353.82 FEET; THENCE NORTH 29 DEGREES 38 MINUTES 26 SECONDS EAST, 329.57 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 20 SECONDS WEST, 198.01 FEET TO AN INTERSECTION WITH A LINE 1276.08 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 18; THENCE NORTH 89 DEGREES 50 MINUTES 26 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 528.84 FEET TO AN INTERSECTION WITH A LINE 181.60 FEET, AS MEASURED AT RIGHT ANGLES, WEST OF AND PARALLEL WITH THE FORMER CENTER LINE OF THE RAILROAD TRACK OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY: THENCE SOUTH 0

DEGREES 00 MINUTES 20 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 470.08 FEET TO A LINE 773.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH SAID NORTH LINE OF WEST IRVING PARK ROAD, SAID NORTH LINE OF IRVING PARK ROAD BEING A LINE 33.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 18; THENCE SOUTH 89 DEGREES 50 MINUTES 26 SECONDS WEST PARALLEL WITH SAID NORTH LINE OF WEST IRVING PARK ROAD, 301.34 FEET TO A LINE DRAWN AT RIGHT ANGLES TO SAID NORTH LINE OF WEST IRVING PARK ROAD FROM A POINT ON SAID NORTH LINE, 690.80 FEET, AS MEASURED ALONG SAID NORTH LINE, EAST OF THE INTERSECTION OF SAID NORTH LINE OF WEST IRVING PARK ROAD WITH THE EAST LINE OF NORTH OAK PARK AVENUE AS SHOWN ON THE PLAT OF SURVEY RECORDED JANUARY 11, 1935 AS DOCUMENT 11544080; THENCE SOUTH 00 DEGREES 09 MINUTES 34 SECONDS EAST ALONG SAID LAST DESCRIBED RIGHT ANGLE LINE, 583.00 FEET TO AN INTERSECTION WITH A LINE 190.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH SAID NORTH LINE OF WEST IRVING PARK ROAD; THENCE NORTH 89 DEGREES 50 MINUTES 26 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE (HEREINAFTER REFERRED TO AS LINE "A"), 12.76 FEET TO A POINT 381.00 FEET, AS MEASURED ALONG SAID LINE "A", WEST OF THE INTERSECTION OF SAID LINE "A" WITH A LINE 181.60 FEET, AS MEASURED RADially, WESTERLY OF AND CONCENTRIC WITH THE FORMER CENTER LINE OF THE, RAILROAD TRACK OF THE CHICAGO, MIL WAUKEE. ST. PAUL AND PACIFIC RAILROAD COMPANY; THENCE SOUTH 00 DEGREES 09 MINUTES 34 SECONDS EAST AT RIGHT ANGLES TO SAID LINE "A", 190.00 FEET TO SAID NORTH LINE OF WEST IRVING PARK ROAD; THENCE SOUTH 89 DEGREES 50 MINUTES 26 SECONDS WEST ALONG SAID NORTH LINE OF WEST IRVING PARK ROAD, 703.56 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. (CONTAINING 822,409 SQUARE FEET OR 18.8799 ACRES). FROM THE FOREGOING LEGAL DESCRIPTION IS EXCEPTED THAT PORTION OF NORTH NORMANDY AVENUE THAT IS PUBLIC RIGHT-OF-WAY.

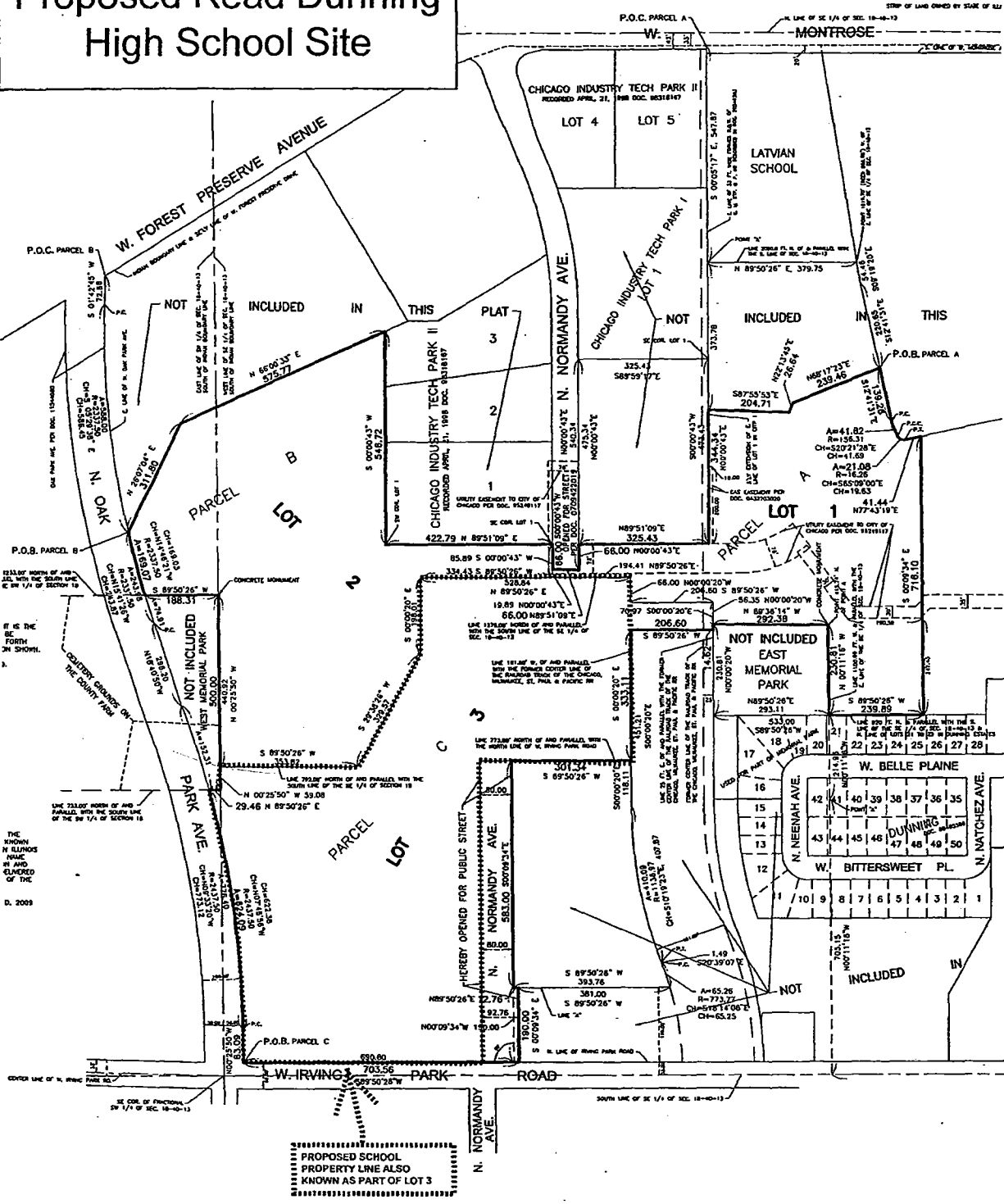
COMMON ADDRESS: 4001 North Oak Park Avenue, Chicago, Illinois  
NORTHEAST CORNER OF WEST IRVING PARK ROAD AND  
NORTH OAKPARK AVENUE

PIN: 13-18-409-081 (PART OF)

ACREAGE/SIZE: 17.40 ACRES

**AGREEMENT EXHIBIT K-2  
READ DUNNING PROPERTY DEPICTION**

# Proposed Read Dunning High School Site



D. 2009

AGREEMENT EXHIBIT L-1  
FORMER WASHBURNE PROPERTY DESCRIPTION

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION WHICH IS 747.76 FEET NORTH OF THE SOUTHEAST CORNER OF SAID QUARTER QUARTER SECTION; RUNNING THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 528.12 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 30.00 FEET TO A POINT WHICH IS 777.76 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 528.12 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 99.85 FEET TO A POINT WHICH IS 777.76 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 627.97 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 34.89 FEET TO A POINT; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 43.88 FEET TO A POINT; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 35.37 FEET TO A POINT; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 32.15 FEET TO A POINT WHICH IS 848.02 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 704.00 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTHWESTERLY, A DISTANCE OF 10.19 FEET TO A POINT WHICH IS 858.02 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 705.28 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTH, A DISTANCE OF 29.26 FEET TO A POINT WHICH IS 887.28 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 705.90 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 6.00 FEET TO A POINT; THENCE NORTH A DISTANCE OF 9.80 FEET TO A POINT WHICH IS 897.08 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 711.87 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTHWESTERLY ALONG A CURVE CONVEX TO THE SOUTHWEST WITH A RADIUS OF 796.14 FEET, A DISTANCE OF 109.69 FEET TO A POINT WHICH IS 924.23 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 818.08 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTHWESTERLY, A DISTANCE OF 106.35 FEET TO A POINT WHICH IS 957.60 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 919.08 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE WEST PARALLEL WITH THE SOUTHLINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 54.12 FEET TO A POINT ON A LINE DRAWN PERPENDICULAR TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 35 AND RUNNING THROUGH A POINT ON SAID NORTH LINE WHICH IS 974.06 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHEAST 1/4; THENCE NORTH

ALONG SAID PERPENDICULAR LINE 242.32 FEET TO A LINE DRAWN 133.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 35; THENCE WEST ALONG SAID PARALLEL LINE 97.42 FEET TO LINE DRAWN 57.00 FEET (BY RECTANGULAR MEASURE) EAST OF AND PARALLEL WITH THE EAST FACE OF AN EXISTING BUILDING; THENCE NORTH 0 DEGREES 13 MINUTES 01 SECONDS EAST ALONG SAID PARALLEL LINE 133.00 FEET TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 35; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 1071.98 FEET TO THE NORTHEAST CORNER OF SAID QUARTER QUARTER SECTION; THENCE SOUTH ALONG THE EAST LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 586.59 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THE NORTH 33 FEET AND THE EAST 33 FEET THEREOF, TAKEN FOR STREETS, EXCEPTING THEREFROM THE CORNER CONVEYED TO THE CITY OF CHICAGO FOR STREET PURPOSES ON FEBRUARY 25, 1974 AND RECORDED AS DOCUMENT NO. 22636686, SUBJECT HOWEVER, TO THE FOLLOWING: (A) PERPETUAL EASEMENT FOR A SANITARY DISTRICT OF CHICAGO SEWER BY GRANT RECORDED AS DOCUMENT NO. 10012620 AND BY GRANT RECORDED AS DOCUMENT NO. 10048604; AND (B) LICENSE TO AIR REDUCTION SALES COMPANY TO CONNECT WITH AND TO USE GRANTOR'S SEWER SYSTEM GRANTED IN INSTRUMENT RECORDED AS DOCUMENT NO. 12332291 AND DOCUMENT NO. 12332292.

AREA = 470,812.8 SQUARE FEET OR 10.80837 ACRES

COMMONLY KNOWN AS: 3100 S. KEDZIE AVENUE, CHICAGO, ILLINOIS.

PIN NO. 16-35-201-012-0000

**AGREEMENT EXHIBIT L-2  
WASHBURNE PROPERTY DEPICTION**



NATIONAL SURVEY SERVICE, INC.

101st Street, Suite 300  
 101st Street, Suite 300  
 101st Street, Suite 300

Parcel of  
 Parcel of  
 Parcel of

PARCEL 1 IS NOT  
 INCLUDED IN THE  
 WASHBURN PARCEL

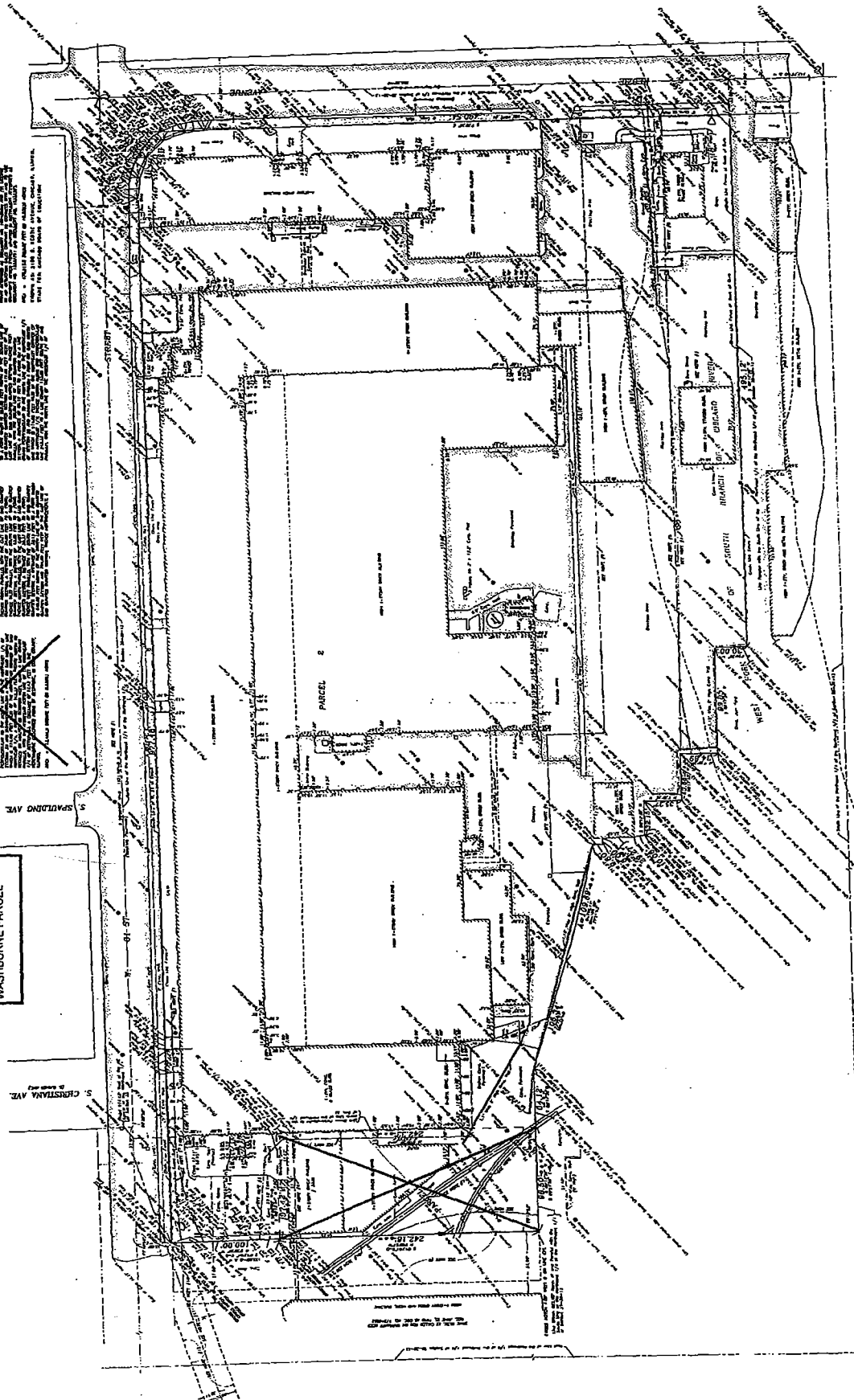
S. SPARLING AVE.

S. CHRISTIAN AVE.

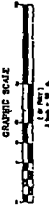
THIS PARCEL IS NOT INCLUDED IN THE WASHBURN PARCEL. IT IS A SEPARATE PARCEL AND IS NOT TO BE CONSIDERED AS SUCH. THE WASHBURN PARCEL IS A SEPARATE PARCEL AND IS NOT TO BE CONSIDERED AS SUCH. THE WASHBURN PARCEL IS A SEPARATE PARCEL AND IS NOT TO BE CONSIDERED AS SUCH.

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REPORT OF SURVEY  
 NATIONAL SURVEY SERVICE, INC.  
 101st Street, Suite 300  
 101st Street, Suite 300  
 101st Street, Suite 300



THIS SURVEY WAS MADE IN ACCORDANCE WITH THE STANDARD PRACTICES OF THE SURVEYING PROFESSION. THE SURVEYOR HAS BEEN LICENSED BY THE STATE OF ILLINOIS. THE SURVEYOR HAS BEEN LICENSED BY THE STATE OF ILLINOIS. THE SURVEYOR HAS BEEN LICENSED BY THE STATE OF ILLINOIS.

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