

**INTERGOVERNMENTAL AGREEMENT  
(JESSE OWENS PARK)  
BETWEEN  
THE CITY OF CHICAGO  
AND THE CHICAGO PARK DISTRICT**

This Intergovernmental Agreement (this "Agreement") is made this 1<sup>st</sup> day of December, 2009, (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 8 of the 1970 Constitution of the State of Illinois, and as such, has the authority to exercise control over and supervise the operation of all parks within the corporate limits of the City.

C. The Park District has proposed to construct on certain parcels of land commonly known as Jesse Owens Park, legally described in Exhibit A (the "Property"), a new field house, playground and landscaping on the Property (the "Project").

D. The Park District owns the Property.

E. The Property lies wholly within the boundaries of the Stony Island Avenue Commercial and Burnside Industrial Corridors Redevelopment Area (as hereinafter defined).

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

G. In accordance with the provisions of the Act, pursuant to ordinances adopted on June 10, 1998 and published in the Journal of Proceedings for said date at pages 70210-70366, the City Council: (i) approved and adopted a redevelopment plan and project (the "Stony Island/Burnside Plan") for a portion of the City known as the "Stony Island Avenue Commercial and Burnside Industrial Corridors Redevelopment Project Area" (the "Stony Island/Burnside Redevelopment

Area”); (ii) designated the Stony Island/Burnside Redevelopment Area as a “redevelopment project area”; and (iii) adopted tax increment allocation financing for the Stony Island/Burnside Redevelopment Area (collectively, the “Stony Island/Burnside Ordinances”).

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 Stony Island/Burnside Redevelopment Area shall be known as the “Stony Island/Burnside Increment”).

I. DZLUP wishes to make available to the Park District a portion of the Stony Island/Burnside Increment in an amount not to exceed \$1,650,000 (the “TIF Assistance”) subject to Section 2.6 for the purpose of development of the Property (the “TIF-Funded Improvements”) in the Stony Island/Burnside Redevelopment Area to the extent and in the manner provided in this Agreement.

J. The Stony Island/Burnside Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Stony Island/Burnside Redevelopment Area.

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

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 Parties desire to enter into this Agreement whereby the City shall reimburse the Park District for a portion of the TIF-Funded Improvements.

N. On November 18, 2009 , the City Council adopted an ordinance published in the Journal of Proceedings for said date at pages 76009 to 76027, (the “Authorizing Ordinance”), among other things, authorizing the execution of this Agreement.

O. On March 12, 2008, the Park District's Board of Commissioners (the “Board”) passed a resolution authorizing the acceptance of the TIF Assistance, expressing the Park District’s desire to cooperate with the City in the completion of the Project and authorizing the execution of this Agreement (the “Park District Resolution”).

**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. [Intentionally Omitted.]

1.2. No later than 18 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 of the Project in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

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

1.4. The Park District shall also provide the City with copies of all governmental licenses and permits required to construct the Project and to use, occupy and operate the Property as a public park from all appropriate governmental authorities.

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

### **SECTION 2. FUNDING**

2.1. The City shall, subject to the Park District's satisfaction of the conditions precedent for disbursement described in this Section 2 and such other conditions contained in this Agreement, disburse the TIF Assistance to the Park District upon submission of a Certificate of Expenditure (as defined below) in connection with the Project.

2.2. The City shall create a special account within the Stony Island/Burnside Redevelopment Project Area Special Tax Allocation Fund; such special account is or shall be known as the "Jesse Owens Park Account." Disbursement of TIF Assistance funds will be subject to the availability of the Stony Island/Burnside Increment in the Jesse Owens Park Account, subject to all restrictions on and obligations of the City contained in all Stony Island/Burnside Ordinances, or relating to the Stony Island/Burnside Increment and all agreements and other documents entered into by the City pursuant thereto.

2.3. [Intentionally Omitted.]

2.4. The Park District may request that a certificate(s) of expenditure in the form of Exhibit E hereto ("Certificates of Expenditure") be processed and executed at Closing. 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:

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

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

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

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

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

2.6. The current estimate of the cost of the Project is \$8,600,000. 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 TIF Assistance) sufficient to complete the Project. The Park District agrees that the City will only contribute the TIF Assistance to the Project and that all costs of completing the Project over the TIF Assistance shall be the sole responsibility of the Park District. If the Park District at any point does not have sufficient funds to complete the Project, the Park District shall so notify the City in writing, and the Park District may narrow the scope of the Project (the "Revised Project") as agreed with the City in order to complete the Revised Project with the available funds.

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

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

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

### **SECTION 3. TERM.**

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

#### **SECTION 4. ENVIRONMENTAL MATTERS.**

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

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

#### **SECTION 5. INSURANCE.**

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

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

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

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

5.1.4. Professional Liability. When any architects, engineers or professional consultants

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

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

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

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

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

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

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

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

5.9. The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

5.10. The Park District shall require all subcontractors to provide the insurance required herein or the Park District may provide the coverages for subcontractors. All subcontractors shall

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

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

5.12 Self Insurance. To the extent permitted by applicable law, the Park District may self insure for the insurance requirements specified in this Section 5, it being expressly understood and agreed that, if the Park District does self insure for any such insurance requirements, the Park District must bear all risk of loss for any loss which would otherwise be covered by insurance policies, and the self insurance program must comply with at least such insurance requirements as stipulated above.

#### **SECTION 6. INDEMNITY / NO PERSONAL LIABILITY.**

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

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

#### **SECTION 7. DEFAULT.**

7.1. [Intentionally Omitted.]

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

7.3. In the event the Park District fails to perform, keep or observe any of its covenants,



conditions, promises, agreements or obligations under this Agreement not identified in 7.2 and such default is not cured as described in Section 7.3 hereof, the City may terminate this Agreement.

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

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

#### **SECTION 8. GENERAL PROVISIONS.**

8.1. Authority. Execution of this Agreement by the City is authorized by the Authorizing Ordinance. Execution of this Agreement by the Park District is authorized by the Park District Resolution. 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

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

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

8.14. Remedies Cumulative. The remedies of a Party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such Party unless specifically so provided herein.

8.15. Representatives. Immediately upon execution of this Agreement, the following

individuals will represent the Parties as a primary contact in all matters under this Agreement.

For the City: Nelson Chueng  
City of Chicago  
Department of Zoning and Land Use Planning  
City Hall, Room 1003  
121 N. LaSalle Street  
Chicago, Illinois 60602  
(312) 744-5756  
(312) 744-7996 (Fax)

For the Park District: Gia Biagi  
Director of Planning and Development  
Chicago Park District  
541 North Fairbanks  
Chicago, Illinois 60611  
(312) 742-4686  
(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.

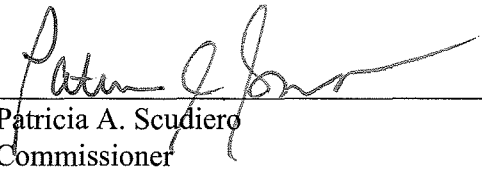
8.18. Titles and Headings. Titles and headings to paragraphs contained in this Agreement are for convenience only and are not intended to limit, vary, define or expand the content of this Agreement.

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 Mitchell  
General Superintendent and CEO

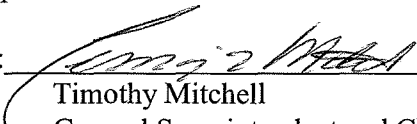
Attest: \_\_\_\_\_  
Secretary  
Board of Commissioners  
Chicago Park District


**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 Mitchell  
General Superintendent and CEO

Attest:  \_\_\_\_\_  
Secretary  
Board of Commissioners  
Chicago Park District

*Exhibit A*  
*Legal Description\**

General Location :                   Jesse Owens Park-2032 E. 88<sup>th</sup> Street, Chicago, Illinois 60617

P.I.N. (s):                           25-01-201-049-0000  
  25-01-208-004-0000  
  25-01-209-049-0000

PARCEL 1:                   25-01-201-049-0000

LOTS 1 TO 48 IN BLOCK 1 IN SIMON J. MORAND'S RESUBDIVISION ALONG WITH THE VACATED HALF STREET WEST AND ADJOINING LOTS 10 TO 29, HALF VACATED STREET SOUTH AND ADJOINING LOTS 29 AND 30 AND THE VACATED ALLEYS RUNNING EAST AND WEST AND SOUTH AND ADJOINING LOTS 1 TO 10 AND NORTH OF LOTS 11 AND 48 AND THE VACATED NORTH-SOUTH ALLEY RUNNING WEST OF LOTS 30 TO 48 AND EAST OF LOTS 11 TO 29, ALL IN SECTION 1, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:                   25-01-208-004-0000

THE SOUTH 10 ACRES OF THE WEST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART FOR EAST 89TH STREET, EAST 87TH STREET, AND SOUTH JEFFERY BOULEVARD) IN COOK COUNTY, ILLINOIS.

PARCEL 3:                   25-01-209-049-0000

LOTS 1 TO 48 IN BLOCK 2 IN SIMON J. MORAND'S RESUBDIVISION ALONG WITH THE VACATED ALLEY ADJOINING LOTS 1 TO 48 AND THE VACATED STREET WEST OF AND ADJOINING LOTS 25 TO 48, HALF VACATED STREET NORTH AND ADJOINING AND SQUARED OUT OF LOTS 1 TO 48 AND HALF VACATED STREET NORTH AND ADJOINING NORTH AND ADJOINING VACATED ALLEY BETWEEN LOTS 1 TO 48 ALL IN SECTION 1, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

\*Subject to title commitment, survey and determination of rights of way and alleys, and vacation or closing of rights of way if applicable.

*Exhibit B*  
*Stony Island/Burnside Tax Increment Redevelopment Plan*

[See attached.]



*Exhibit "A".*  
(To Ordinance)

*The Stony Island Avenue Commercial And Burnside Industrial Corridors  
Tax Increment Financing Redevelopment Project And Plan.*

## I. INTRODUCTION

This document is to serve as a redevelopment plan for an area located approximately 9 miles south of the City of Chicago's central business district (the "Loop") subsequently referred to in this document as the Stony Island Avenue Commercial and Burnside Industrial Corridors Tax Increment Financing Redevelopment Project Area (the "Project Area").

As part of its strategy to encourage managed growth and stimulate private investment within the Project Area, the City engaged Trkla, Pettigrew, Allen & Payne, Inc. ("TPAP") to study whether the Project Area of approximately 611.1 acres qualifies as a "conservation area," a "blighted area," an "industrial park/conservation area" or a combination thereof, under the Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11/74.4-1 et seq.) (the "Act"). In general, the Project Area can be divided into two parts: a) the "industrial district," which is generally bounded by Cottage Grove Avenue, the Norfolk Southern Rail Line, and the Bishop Ford Expressway and excludes most of the residential blocks within these general boundaries; and b) the "commercial district," which is generally bounded by the Stony Island Avenue frontage from 95th Street to 80th Street and the 87th Street frontage from Blackstone Avenue to Anthony Avenue.

This Redevelopment Plan (defined below) summarizes the analyses and findings of the consultant's work, which, unless otherwise noted, is the responsibility of TPAP, and was completed with the assistance of Andrew Heard and Associates, Ltd. The City of Chicago is entitled to rely on the findings and conclusions of this Redevelopment Plan in designating the Project Area as a redevelopment project area under the Act. TPAP has prepared this Redevelopment Plan and the related eligibility study with the understanding that the City would rely (i) on the findings and conclusions of the Redevelopment Plan and the related eligibility study in proceeding with the designation of the Project Area and the adoption and implementation of the Redevelopment Plan, and (ii) on the fact that TPAP has obtained the necessary information so that the Redevelopment Plan and the related eligibility study will comply with the Act.

### **Chicago Industrial Market**

The Chicago metropolitan area maintains one of the country's largest inventories of industrial space, with a mid-1997 inventory of 861.7 million square feet. The market is very active: over the last year, approximately 24.3 million square feet of industrial space were leased, 12.1 million square feet were sold, and 11.1 million square feet of new construction were completed in the metropolitan area.<sup>1</sup>

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<sup>1</sup> Goodman Williams Group - Cushman & Wakefield of Illinois Research Service.

REMAINDER OF PLAN OMITTED. See published plan at City of Chicago Journal of Proceedings, June 10, 1998, authorizing ordinances, pp. 70210-70366.

*Exhibit C*  
*Plans and Specifications*

[See attached.]

*Exhibit D*  
*Project Budget*  
*TIF-Funded Improvements*

Project Construction Costs	\$ 8,600,000
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All capitalized terms which are not defined herein has the meanings given such terms in the Agreement.

Park District

By: \_\_\_\_\_

Name

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

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

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

Agreed and accepted:

\_\_\_\_\_  
Name

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

City of Chicago

Department of Zoning and Land Use Planning



CHICAGO PARK DISTRICT  
541 NORTH FAIRBANKS  
Chicago, Illinois  
60611

BOOTH HANSEN

Architecture - Interiors - Planning  
333 South Dearborn Street  
Chicago, Illinois 60661

ISSUED FOR CONSTRUCTION	06/09/08
REVISIONS DATE	
PROJECT MANAGER	
PROJECT MANAGER	
DIRECTOR OF ENGINEERING	

PROJ. MGR.:	GH
DESIGNER:	SC/KL
DRAWN:	SC/KL
CHECKED:	JB/LB/GH
SCALE:	AS NOTED
DATE:	09 JUNE 2008
SPEC. NO.:	XXXX-XX
JOB NO.:	0720.00

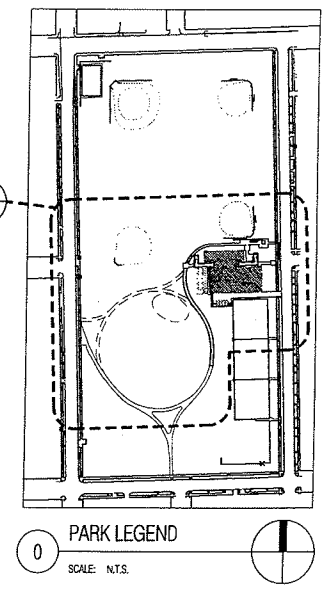
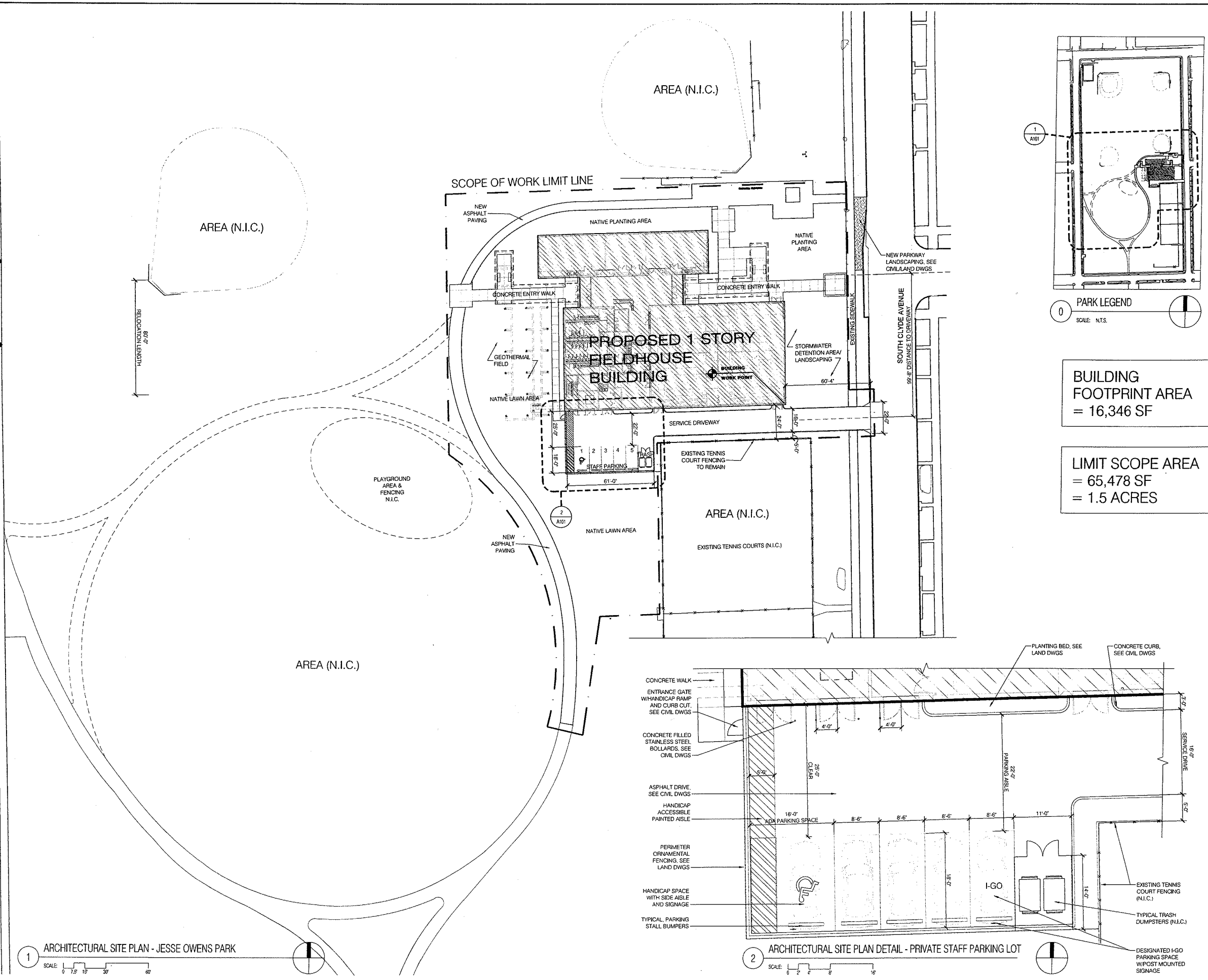
Chicago Park District - Prototype Fieldhouse

JESSE OWENS PARK  
8800 S. CLYDE AVE.  
CHICAGO, IL 60617

PARK NO./PROJECT NO.  
0720.00

ARCHITECTURAL SITE PLAN - JESSE OWENS PARK

A101  
DRAWING NO.



BUILDING FOOTPRINT AREA = 16,346 SF

LIMIT SCOPE AREA = 65,478 SF  
= 1.5 ACRES

1 ARCHITECTURAL SITE PLAN - JESSE OWENS PARK  
SCALE: 0 15 30 60

2 ARCHITECTURAL SITE PLAN DETAIL - PRIVATE STAFF PARKING LOT  
SCALE: 0 2 4 8 16



CHICAGO PARK DISTRICT  
541 NORTH FAIRBANKS  
Chicago, Illinois 60611

BOOTH HANSEN

Architect: Johnson Planning  
333 South Dear Place Street  
Chicago, Illinois 60601

ISSUED FOR CONSTRUCTION	05/09/08
REVISIONS DATE	
PROJECT MANAGER	
PROJECT MANAGER	
PROJECT MANAGER	
PROJ. MGR.	GH
DESIGNER	SC/KL
DRAWN	SC/KL/BB
CHECKED	LB/UB/GH
SCALE	NOTED
DATE	09 JUNE 2008
SPEC. NO.	X000-XX
JOB NO.	0720.00
SHEET INFORMATION	

Chicago Park District - Prototype Fieldhouse

PARK NO./PROJECT NO.  
0720.00

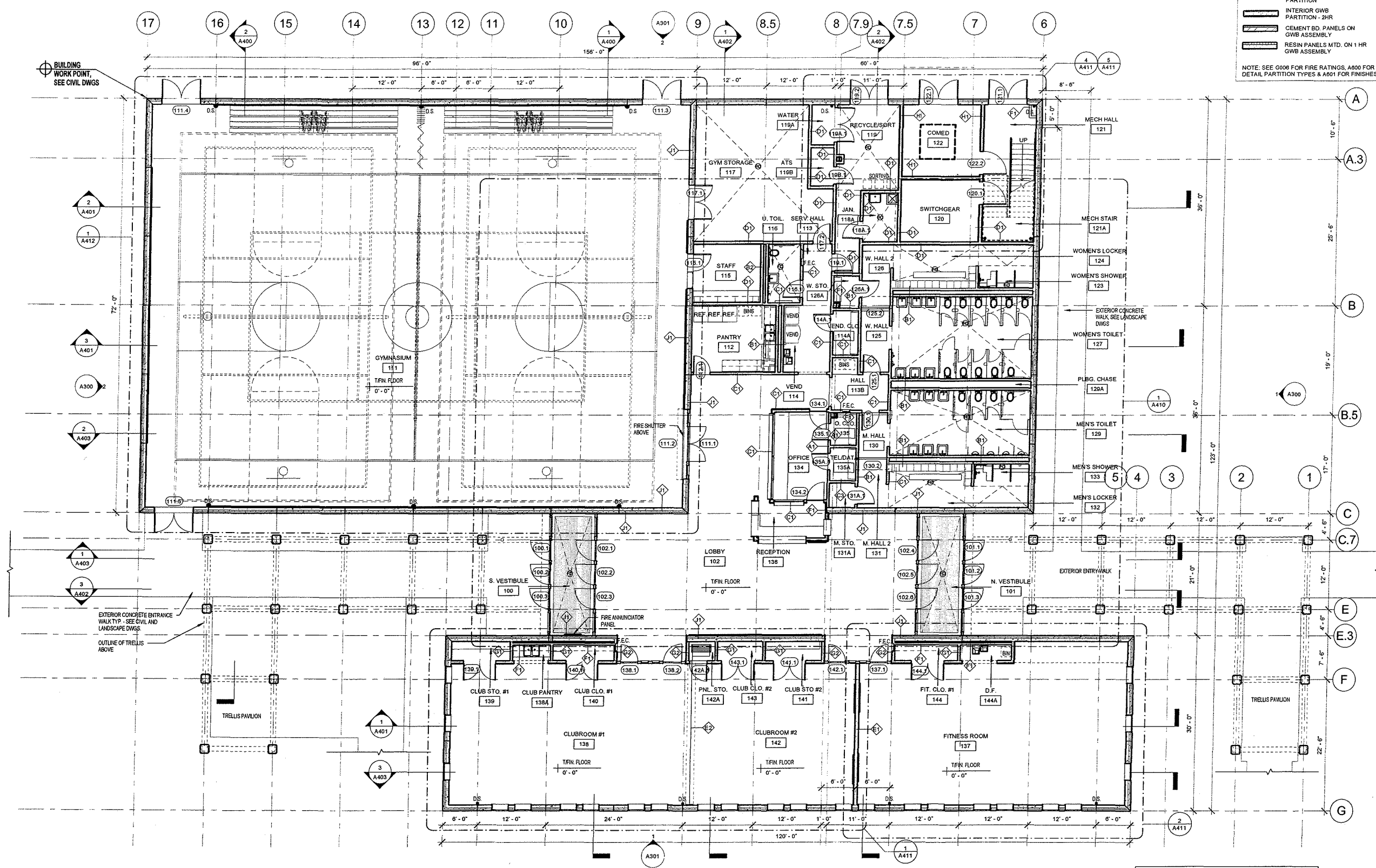
FIRST FLOOR PLAN

A200  
DRAWING NO.

**WALL TYPE LEGEND**

- INSULATED PRECAST CONCRETE PANEL
- INTERIOR GWB PARTITION
- INTERIOR GWB PARTITION - 2HR
- CEMENT BD. PANELS ON GWB ASSEMBLY
- RESIN PANELS MTD. ON 1 HR GWB ASSEMBLY

NOTE: SEE G006 FOR FIRE RATINGS, A000 FOR DETAIL PARTITION TYPES & A001 FOR FINISHES



REFER TO CIVIL ENGINEER DRAWINGS FOR EXTENTS OF CONCRETE SIDEWALKS TO AND FROM THE BUILDING  
F.F.E. = 0'-0" = 14.15 (TAYLOR LAURIDSEN PARK)  
F.F.E. = 0'-0" = 5.10 (JESSE OWENS PARK)

