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 Karen A. Yarbrough
 Cook County Recorder of Deeds
 Date: 06/05/2014 01:41 PM Pg: 1 of 22

STATE OF ILLINOIS)
)SS.
 COUNTY OF COOK)

I, SUSANA A. MENDOZA, City Clerk of the City of Chicago in the County of Cook and State of Illinois, DO HEREBY CERTIFY that the annexed and foregoing is a true and correct copy of that certain ordinance now on file in my office authorizing Intergovernmental Agreement with City of Chicago and Board of Education regarding land transfers.

I DO FURTHER CERTIFY that the said ordinance was passed by the City Council of the said City of Chicago on the thirtieth (30th) day of April, 2014.

I DO FURTHER CERTIFY that the vote on the question of the passage of the said ordinance by the said City Council was taken by yeas and nays and recorded in the Journal of the Proceedings of the said City Council, and that the result of said vote so taken was as follows, to wit:

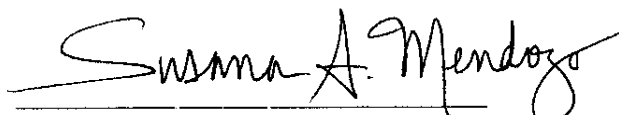
Yeas 47 Nays 0

I DO FURTHER CERTIFY that the said ordinance was delivered to the Mayor of the said City of Chicago after the passage thereof by the said City Council, without delay, by the City Clerk of the said City of Chicago, and that the said Mayor did approve and sign said ordinance on the

I DO FURTHER CERTIFY that the original, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Chicago aforesaid, at the said City, in the County and State aforesaid, this twenty-seventh (27th) day of May, 2014.

[T.P.]


 SUSANA A. MENDOZA, City Clerk

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**AN ORDINANCE OF THE CITY OF CHICAGO
AUTHORIZING THE INTERGOVERNMENTAL LAND TRANSFERS BY AND
BETWEEN
THE CITY OF CHICAGO
AND
THE BOARD OF EDUCATION OF THE CITY OF CHICAGO**

WHEREAS, the City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Board of Education of the City of Chicago (the "Board") is a body corporate and politic, organized under and existing pursuant to Article 34 of the School Code of the State of Illinois, 105 ILCS 5/1-1, et seq. (the "School Code"); and

WHEREAS, the Board has undertaken, pursuant to Board Report Number 11-0323-RS2 adopted by the Board on March 23, 2011 (the "Resolution"), to make certain improvements to the Brot Harte Elementary School, located at 1556 East 56th Street, Chicago, Illinois (the "School"); and

WHEREAS, the City owns one (1) parcel of real estate, totaling approximately 4,812 square feet, in the vicinity of the School within the boundary of 55th Street to the north, 56th Street to the south, Cornell Avenue to the east and Stony Island Avenue to the west (the "School Vicinity"), as legally described on **Exhibit A** attached hereto (the "City Property"); and

WHEREAS, the City as Trustee, in Trust for Schools holds title to the School, as legally described on **Exhibit B** attached hereto (the "Board Property"); and

WHEREAS, the Illinois Local Government Property Transfer Act (50 ILCS 605/2) provides for the Board's transfer of property to the City; and

WHEREAS, the City and Board are interested in exchanging, transferring and conveying (the Transfers and Conveyances"): (1) certain portions of their respective City Property and Board Property by and between the City and Board; and (2) portions of the City Property, and portions of the Board Property acquired by the City, to Solstice on the Park, LLC, a Delaware limited liability company licensed to transact business in Illinois ("Solstice"), for One Dollar (\$1.00), all as a public purpose for the School Project; and

WHEREAS, on March 20, 2014, pursuant to Referral No. 14-021-21, the Chicago Plan Commission adopted by resolution the Transfers and Conveyances that shall be subject to an intergovernmental agreement (the "Intergovernmental Agreement") by and between the City and the Board, substantially in the form attached hereto as **Exhibit C**; and;

WHEREAS, in order to provide continuous utility services to the existing School and to facilitate the construction of the School Project, it is necessary to relocate certain utilities and facilities owned and operated by Commonwealth Edison, AT&T Illinois dba as Illinois Bell Telephone Company and SBC and Comcast (collectively, the "Utility

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Companies") onto a portion of the Board Property with approximate dimensions of ten (10) feet by two hundred (200) feet, as legally described on Exhibit D (the "Easement Property"); and

WHEREAS, it is necessary and appropriate and in the School's and public interest, for the City as Trustee in Trust for Schools to grant non-exclusive easements to the Utility Companies on the Easement Property for the purpose of relocating various utility connections and facilities relating to the construction of the School Project. All costs and expenses for any and all of the Utility Companies' relocations and Easement Property shall be paid by Solstice on behalf of the Board. At no time shall the City be responsible for any costs and expenses associated with the Utility Companies' relocations and Easement Property, now therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Commissioner of the Department of Planning and Development (the "Commissioner") or a designee of the Commissioner are each hereby authorized to execute an Intergovernmental Agreement substantially in the form attached hereto as Exhibit C and made a part hereof, and such other documents as may be necessary to implement the transaction, subject to the approval of the Corporation Counsel.

SECTION 3. The City's acquisition of portions of the Board Property and subsequent transfer of said Board Property to Solstice for One Dollar (\$1.00), pursuant to the terms and conditions of the Intergovernmental Agreement are hereby approved.

SECTION 4. The City's conveyances of portions of the City Property respectively to: (1) the City, as Trustee, in Trust for Schools; and (2) Solstice for One Dollar (\$1.00), all pursuant to the terms and conditions of the Intergovernmental Agreement are hereby approved.

SECTION 5. The Mayor or his proxy are each authorized to execute, and the City Clerk is authorized to attest, quitclaim deeds: (1) conveying the City Property to the Board and to Solstice respectively; and (2) portions of the School property by the City, as Trustee in Trust for Schools, to Solstice, all pursuant to the terms and conditions of the Intergovernmental Agreement are hereby approved.

SECTION 6. The Commissioner of the Department of Planning and Development and the Commissioner of the Department of Fleet and Facilities Management (collectively, the "Commissioners"), or a designee of the Commissioners, with the approval of the Corporation Counsel, are authorized to take all necessary action required to grant and execute non-exclusive utility easement agreements by and between the City as Trustee in Trust for Schools with the Utility Companies on the Board Property described on Exhibit D to this Ordinance to provide continuous utility service and to facilitate the relocation of said utilities and construction of the School Project.

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SECTION 7. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 8. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 9 This ordinance shall take effect immediately upon its passage and approval.

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**EXHIBIT A
TO ORDINANCE**

Legal Description of City Property

THE WEST 150 FEET OF LOT 18 IN BLOCK 1 IN ILLINOIS CENTRAL SUBDIVISION OF THE WEST PART OF THE SOUTHWEST 14.09 ACRES IN FRACTIONAL SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 14 AND THE WEST PART OF THE NORTHWEST 17.93 ACRES IN FRACTIONAL NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE 3RD PRINCIPAL MERIDIAN.

PROPERTY INDEX NUMBER: 20-13-100-016-0000

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EXHIBIT B TO ORDINANCE

Legal Description of Board Property

THE WEST 150 FEET OF LOT 19 AND ALL OF LOTS 20, 21, AND 22 IN BLOCK 1 IN ILLINOIS CENTRAL SUBDIVISION OF THE WEST PART OF THE SOUTHWEST 14.09 ACRES IN FRACTIONAL SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 14 AND THE WEST PART OF THE NORTHWEST 17.93 ACRES IN FRACTIONAL NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE 3RD PRINCIPAL MERIDIAN.

ALSO,

LOT 1 IN RESUBDIVISION OF BLOCK 68 IN HYDE PARK IN SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE 3RD PRINCIPAL MERIDIAN,

ALL IN COOK COUNTY, ILLINOIS.

PROPERTY INDEX NUMBERS: 20-13-100-008-0000
20-13-100-010-0000
20-13-100-011-0000
20-13-100-012-0000
20-11-206-002-0000

Property of Cook County Clerk's Office

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EXHIBIT C TO ORDINANCE

INTERGOVERNMENTAL AGREEMENT FOR LAND TRANSFERS BETWEEN THE CITY OF CHICAGO AND BOARD OF EDUCATION OF THE CITY OF CHICAGO

(Bret Harte School)

This Intergovernmental Agreement (the "Agreement") is entered into this ___ day of _____, 2014, 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 Planning and Development ("DPD"), and the Board of Education of the City of Chicago (the "Board"), a body politic and corporate and a unit of local government under Article VII, Section 1 of the 1970 Constitution of the State of Illinois. The City and Board together may together be referred to from time to time as the "Parties" and individually as a "Party".

RECITALS

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

WHEREAS, the Board is a body corporate and politic, organized under and existing pursuant to Article 34 of the School Code of the State of Illinois, 105 ILCS 5/1-1, et seq. (the "School Code"); and

WHEREAS, the Board has undertaken, pursuant to Board Report Number 11-0323-RS2, adopted by the Board on March 23, 2011 (the "Resolution"), to make certain improvements to the Bret Harte Elementary School, located at 1556 East 56th Street, Chicago, Illinois (the "School"); and

WHEREAS, those certain School improvements include providing thirty eight (38) parking spaces for faculty and staff ("Faculty and Staff Parking"), a newly created and installed private pick-up/drop off lane (the "Pick-up/drop off Lane"), an enlarged playground (the "Playground"), and landscaping (the "Landscaping") (together, the "School Project"); and

WHEREAS, the City holds title to the School, as Trustee, in Trust for Schools ("City in Trust for Schools"); and

WHEREAS, Solstice on the Park, LLC, a Delaware limited liability company licensed to transact business in Illinois ("Solstice") is developing land adjacent to the School and shall improve the School by completing certain of the School Project improvements, namely, the Faculty and Staff Parking, Pick-up/drop off Lane, an expanded Playground area and Landscaping (together the "Solstice School Improvements") at Solstice's sole cost and expense; and

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WHEREAS, the City owns one (1) parcel of real estate, totaling approximately 4,812 square feet, in the vicinity of the School within the boundary of 55th Street to the north, 56th Street to the south, Cornell Avenue to the east and Stony Island Avenue to the west (the "School Vicinity"), as legally described on **Exhibit A** attached hereto (the "City Property"); and

WHEREAS, the City as Trustee, in Trust for Schools holds title to the School, as legally described on **Exhibit B** attached hereto (the "Board Property"); and

WHEREAS, in order to further the Board's goal of providing the School improvements for the School Project, the Parties are desirous of effectuating the transfer of sites located within or adjacent to the School Project by the following transfers and conveyances (together, the "Transfers and Conveyances") as authorized and approved by the Resolution and the Ordinance (as defined below):

(a) approximately 4,202 square feet of the City Property to the City in Trust for Schools, legally described on **Exhibit C** attached hereto (the "**Parcels A and B**"), in an "as-is" condition, for the Faculty and Staff Parking and Solstice School Improvements pursuant to a quit claim deed (the "City to Board Quit Claim Deed"); and

(b) approximately 610 square feet of the City Property to Solstice for One Dollar (\$1.00), legally described on **Exhibit D** hereto (the "**Parcel C**"), in an "as-is" condition, in **Parcel C**, in exchange for the Solstice School Improvements as a public purpose, and pursuant to the terms and conditions of a quitclaim deed (the "Solstice Quitclaim Deed"); and

(c) approximately 952 square feet of the Board Property, from the City, as Trustee, in Trust for Schools, legally described on **Exhibit E** attached hereto (the "**Parcel E**") to the City, pursuant to a Quitclaim Deed (the "Board to City Quitclaim Deed"); and

(d) the approximately 952 square feet of the Board Property, conveyed to the City, as legally described on **Exhibit E** attached hereto (the "**Parcel E**"), for further transfer and conveyance to Solstice for One Dollar (\$1.00), in an "as-is" condition, in **Parcel E**, in exchange for the Solstice School Improvements as a public purpose, pursuant to the terms and conditions of the Solstice Quit Claim Deed; and

WHEREAS, the appraised fair market value of **Parcel C** and **Parcel E** together total Sixty Two Thousand Two Hundred Eleven and no/100 Dollars (\$62,211.00); and

WHEREAS, pursuant to an ordinance adopted by the City Council on _____, 2014 and published at pages _____ through _____ in the Journal of Proceedings of the City Council (the "Ordinance") the City is authorized to: (1) execute this Agreement; and (2) make the necessary Transfers and Conveyances as set forth in this Agreement; and

WHEREAS, as part of the School Project, the Parties shall and shall cause Solstice to pursue certain applications for public rights of way vacations, dedications,

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and openings submitted to the City's Department of Transportation and made pursuant to separate ordinances; and

WHEREAS, pursuant to the Resolution, the Board is authorized to: (1) execute this Agreement; (2) accept title to **Parcels A and B**; and (3) transfer title to **Parcel E** to the City for further transfer and conveyance to Solstice in exchange for the Solstice School Improvements as a public purpose, subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the respective representations, warranties, agreements, covenants and conditions, mutual benefits and detriments herein contained, and other good and valuable consideration, the City and Board agree as follows:

TERMS OF AGREEMENT

1. **Incorporation of Recitals.** The above recitals are incorporated herein and made a part hereof as if fully set forth herein.

2. **Definitions**

As used in this Agreement, the following terms, whether or not capitalized, shall have the following meaning:

"Agreement" means this Intergovernmental Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Days" means business days of the City of Chicago unless otherwise stated.

"Environmental Laws" means any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, including but not limited to: (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.); (ii) any so-called "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. §1801 et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.); (v) the Clean Air Act (42 U.S.C. §7401 et seq.); (vi) the Clean Water Act (33 U.S.C. §1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. §2601 et seq.); (viii) the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. §136 et seq.); (ix) Executive Order 11738; (x) regulations of the United States Environmental Protection Agency (40 C.F.R. Part 15); (xi) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and (xii) the Municipal Code of Chicago.

3. **Purpose of Agreement**

As part of and for the benefit of the School Project, the Parties wish to complete all of the Transfers and Conveyances, subject to the terms of this Agreement.

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4. Transfers and Conveyances

a. The Parties agree that each parcel of property, or portion thereof, will be conveyed to the other Party by quitclaim deed, subject to the following exceptions ("Permitted Exceptions"):

- (1) General taxes, not yet due and owing.
- (2) Special assessments.
- (3) Questions of survey, including encroachments, if any.
- (4) Building lines and building restrictions.
- (5) Zoning and building laws and ordinances.
- (6) Private, public and utility easements.
- (7) Covenants and restrictions of record.
- (8) Party wall rights and agreements, if any.
- (9) Existing leases, if any.
- (10) Payment of all stamp and transfer taxes, if any.
- (11) Roads, highways, and railroads.
- (12) Unrecorded agreements recited in the title report.

b. The Parties may, but are not obligated to, provide a survey of its properties, title insurance or any other documentation of any nature concerning its properties. Notwithstanding the foregoing, currently dated certified surveys prepared by Christian-Roge & Associates, Inc., shall be provided to the Parties. Each Party agrees and acknowledges that it is not relying on any express or implied warranties, promises, guarantees, or representations made by the other Party or anyone acting or claiming to act on behalf of that party in transferring any of the properties. The Parties each hereby expressly disclaim any express or implied warranties or covenants as to the value, character, quality, quantity or condition of its properties or any improvements thereon.

c. The closing date (the "Closing Date") for transfer of title to all of the Transfers and Conveyances will occur at a date mutually agreed by the Parties.

d. After approval of the Transfers and Conveyances by the City Council and the Board, each Party shall deliver to the other an updated title report concerning each of its properties. Written notice of any material defect in the title which appears on the

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title report, other than a Permitted Exception, must be given by the Party acquiring said properties to the selling party within fourteen (14) business days of the date upon which the title report is delivered to it.

e. In the event the Party acquiring the properties gives the transferor Party timely notice of a material title defect other than a Permitted Exception which cannot be corrected by the transferor party within thirty days, the acquiring Party may elect to terminate this Agreement after written notice to the transferor Party, or accept title to said properties subject to said defect, which shall thereafter be considered a Permitted Exception.

f. Possession of the properties shall be delivered as of the date of the delivery of the deed. Each Party agrees to accept the properties to be acquired by the respective Party in an "as is" condition.

g. The Parties agree and acknowledge that none of the Parties have made any representations concerning the presence or absence of Hazardous Substances (as defined below) on its properties or any property adjacent thereto and that neither party has made any representations concerning the existence or non-existence of any violation, past or present, of Environmental Laws affecting its properties. Each Party hereby waives any and all claims, actions, causes of action, suits or demands of any nature against the other which it may have now or in the future for damages, payments, costs, or expenses (including, without limitation, claims of contribution or indemnity and any expenses of investigation of the condition of the properties, regardless of the results of such investigation) suffered by the other party as a result of the presence or possible presence of any Hazardous Substances on or near its properties or the violation, at any time in the past, present, or future, of any Environmental Laws affecting said properties.

This waiver shall survive the transfer of each parcel of property to the other Party. As used herein, Hazardous Substances ("Hazardous Substances") means any toxic or hazardous wastes, pollutants, or substances, including without limitation, asbestos, PCSs, petroleum products and b-products, and substances defined as "hazardous substances" or "toxic substances" or similarly identified in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601, et seq., Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801, et seq., The Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq., Clean Water Act, 33 U.S.C. Sec. 1251 et seq., as amended, Clean Air Act, 42 U.S.C. Sec. 7401 et seq., or in any other applicable federal, state, or local Environmental Laws.

h. Each Party, for itself and its beneficiaries, successors, assigns, and agents, hereby releases, waives, and forever discharges the other party and its agents, attorneys, and representatives of, from, and against any and all claims, actions, causes of action, suits, debts, bills, specialties covenants, controversies, and demands whatsoever at law or in equity arising out of or in connection with inspections of any of the properties being transferred.

i. The City for itself and its successors or assigns shall and hereby does, subject to available appropriations and any other necessary legislation, indemnify,

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defend, and hold harmless the Board and its successors, assigns, and agents from and against (a) any and all losses, liabilities, claims, damages, obligations, payments, costs and expenses (including without limitation, expenses of investigation and any of the foregoing incurred whether or not resulting in any claim or litigation), (b) the costs and expenses of any and all actions, suits, proceedings, demands, assessments, judgments, settlements, payments, and compromises relating to any third party claims (whether or not resulting or likely to result in litigation), and (c) reasonable attorneys' fees and expenses of the Board, and its successors, assigns, or agents; arising out of or due to, directly or indirectly, the inspection of the **Parcel E** by the City or its agents or representatives.

j. The Board, pursuant to the Resolution, for itself and its successors or assigns shall and hereby does indemnify, defend, and hold harmless the City, and its respective successors, assigns, and agents from and against (a) any and all losses, liabilities, claims, damages, obligations, payments, costs, and expenses (including without limitation, expenses of investigation and any of the foregoing incurred whether or not resulting in any claim or litigation), (b) the costs and expenses of any and all actions, suits, proceedings, demands, assessments, judgments, settlements, payments, and compromises relating to any third party claims (whether or not resulting or likely to result in litigation), and (c) reasonable attorneys' fees and expenses of the City and its successors, assigns, or agents; arising out of or due to, directly or indirectly, the inspection of the **Parcels A and B** by the Board or its agents or representatives.

k. The **Parcel C and Parcel E** shall be transferred and conveyed to Solstice by the City pursuant to the terms and conditions of the Solstice Quitclaim Deed, Ordinance, Resolution, and this Agreement.

l. As part of the School Project, the Parties shall and shall cause Solstice to pursue certain applications for public rights of way vacations, dedications, and openings submitted to the City's Department of Transportation and made pursuant to separate ordinances; and

10. Notices.

All notices and communications concerning this Agreement shall be sent as follows:

If to the Board:	Chicago Board of Education 125 S. Clark Street, 17 th Floor Chicago, Illinois 60603 Attn: Department of Real Estate
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With a copy to:	Chicago Board of Education Law Department 125 S. Clark Street, 7 th Floor Chicago, Illinois 60603 Attn: General Counsel
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With a copy to:	Neal & Leroy, LLC 203 North LaSalle Street,
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Suite 2300
Chicago, Illinois 60602
Attn: Terrance L. Diamond
and Scott Borstein

If to the City:

Department of Planning
and Development
City of Chicago
121 North LaSalle Street
Room 1000, City Hall
Chicago, Illinois 60602
Attn: Commissioner

With a copy to:

City of Chicago
Department of Law
121 North LaSalle Street
Room 600, City Hall
Chicago, Illinois 60602
Attn: Deputy Corporation Counsel
Real Estate and Land Use Division

Unless otherwise specified, any notice, demand, communication or request required hereunder shall be given in writing at the addresses set forth above and shall be effective (a) if given by personal service, upon delivery, (b) if sent by overnight courier, effective on the business day after delivery to such courier, or (c) if sent by registered or certified mail, return receipt requested, effective three (3) business days after mailing. The notice address for a party may be changed by giving notice in the manner in this Section.

11. **Amendment.** No changes, amendments, modifications or discharge of this Agreement, or any part hereof, shall be valid unless in writing and signed by the authorized officer(s) of the City and the Board or their respective successors and assigns.

12. **Assignment.** Except as set forth in this Agreement, neither the City nor the Board shall assign, delegate or otherwise transfer all or any part of their rights or obligations under this Agreement, or any part hereof, unless as approved in writing by the other Party. The absence of written consent shall void the attempted assignment, delegation or transfer and shall render it of no effect.

13. **No Third Party Beneficiary.** This Agreement is for the sole and exclusive benefit of the City and the Board, and their respective successors and assigns.

14. **No Joint Venture.** Nothing contained in this Agreement may be construed to create or imply any partnership, joint venture or other association between the City and the Board.

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15. **Headings.** The section headings contained herein are for convenience only and are not intended to limit, expand or modify the provisions of such sections.

16. **Non-liability of Public Officials.** No official, employee, agent or elected or appointed representative of the City and the Board shall be charged personally by the other party with any liability or expense of defense or be held personally liable under any term or provision of this Agreement or because of City's or the Board's execution or attempted execution or because of any breach hereof.

17. **Counterparts.** This Agreement is comprised of several identical counterparts, each of which may be fully executed by the parties and, executed, will be deemed an original having identical legal effect.

18. **Authority.** The persons signing this Agreement certify that they have the power and authority to enter into and execute this Agreement.

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

20. **Governing Law.** This agreement shall be governed by and construed in accordance with Illinois law, without regard to its conflicts of law principles.

21. **Entire Agreement.** This Agreement and the exhibits attached and incorporated hereby, shall constitute the entire Agreement between the Parties and no other warranties, inducements, considerations, promises or interpretations, which are not expressly addressed herein, shall be implied or impressed upon this Agreement.

22. **Governmental Authorizations.** The Transfers and Conveyances, and the acceptance of same, are authorized under the Local Government Property Transfer Act (50 ILCS 605/2).

23. **Exempt Status.** The Parties acknowledge that to the extent any of the properties conveyed hereunder were exempt from property taxes on the date of transfer, the basis for such exemption may no longer apply upon transfer of title, and that the transferred land may not continue as exempt unless a new exempt application is submitted by the respective transferee and approved by the tax authorities.

24. **Termination.** This Agreement shall commence as of the date of execution and shall terminate on the Closing Date or, as mutually agreed, the date on which the Transfers and Conveyances of the last property is closed (unless sooner terminated in accordance with this Agreement) upon which any contractual responsibilities to the other party shall terminate.

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IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement for Land Transfers to be made, executed and delivered as of the day and year first above written.

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

By: _____
Andrew J. Mooney
Commissioner

**BOARD OF EDUCATION OF THE
CITY OF CHICAGO,**

By: _____
Print Name: _____
Its Chief Executive Officer

Approved as to Form and Legality

General Counsel
Chicago Board of Education

Authorization:

11-0323-OP1 dated March 23, 2011

Amended:

Property of Cook County Clerk's Office

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**EXHIBIT A
TO THE INTERGOVERNMENTAL AGREEMENT**

Legal Description of City Property

THE WEST 150 FEET OF LOT 18 IN BLOCK 1 IN ILLINOIS CENTRAL SUBDIVISION OF THE WEST PART OF THE SOUTHWEST 14.09 ACRES IN FRACTIONAL SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 14 AND THE WEST PART OF THE NORTHWEST 17.93 ACRES IN FRACTIONAL NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE 3RD PRINCIPAL MERIDIAN.

PROPERTY INDEX NUMBER: 20-13-100-016-0000

Property of Cook County Clerk's Office

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**EXHIBIT B
TO THE INTERGOVERNMENTAL AGREEMENT
Legal Description of Board Property**

THE WEST 150 FEET OF LOT 19 AND ALL OF LOTS 20, 21, AND 22 IN BLOCK 1 IN ILLINOIS CENTRAL SUBDIVISION OF THE WEST PART OF THE SOUTHWEST 14.09 ACRES IN FRACTIONAL SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 14 AND THE WEST PART OF THE NORTHWEST 17.93 ACRES IN FRACTIONAL NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE 3RD PRINCIPAL MERIDIAN.

ALSO,

LOT 1 IN RESUBDIVISION OF BLOCK 68 IN HYDE PARK IN SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE 3RD PRINCIPAL MERIDIAN,

ALL IN COOK COUNTY, ILLINOIS.

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EXHIBIT C TO THE INTERGOVERNMENTAL AGREEMENT

Legal Description of Parcels A and B (Subject to Final Title and Survey)

THAT PART OF LOT 18 BLOCK 1 OF ILLINOIS CENTRAL SUBDIVISION OF THE WEST PART OF THE SOUTHWEST 14.09 ACRES IN THE FRACTIONAL SOUTHWEST ¼ OF SECTION 12 AND THE WEST PART OF THE NORTHWEST 17.93 ACRES IN THE FRACTIONAL NORTHWEST ¼ OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: THE WEST 150 FEET OF SAID LOT 18 (EXCEPTING THEREFROM THE NORTHERLY 18 FEET, AS MEASURED PERPENDICULAR TO THE NORTHERLY LINE THEREOF AND ALSO EXCEPTING THEREFROM THE EASTERLY 19 FEET, AS MEASURED PERPENDICULAR TO THE EASTERLY LINE THEREOF), IN COOK COUNTY, ILLINOIS.

4,202.48 SQ. FT OR 0.096 ACRES, MORE OR LESS

PROPERTY INDEX NUMBER: 20-13-100-016-0000 (PART)

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EXHIBIT D TO THE INTERGOVERNMENTAL AGREEMENT

Legal Description of Parcel C (Subject to final Title and Survey)

THAT PART OF LOT 18 BLOCK 1 OF ILLINOIS CENTRAL SUBDIVISION OF THE WEST PART OF THE SOUTHWEST 14.09 ACRES IN THE FRACTIONAL SOUTHWEST ¼ OF SECTION 12 AND THE WEST PART OF THE NORTHWEST 17.93 ACRES IN THE FRACTIONAL NORTHWEST ¼ OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: THE EAST 19.00 FEET OF THE WEST 150 FEET EXCEPT THE NORTHERLY 18 FEET, AS MEASURED PERPENDICULAR TO THE NORTHERLY LINE THEREOF, IN COOK COUNTY, ILLINOIS.

609.52 SQ. FT OR 0.014 ACRES, MORE OR LESS

PROPERTY INDEX NUMBER: 2013-100-016-0000 (PART)

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EXHIBIT E TO THE INTERGOVERNMENTAL AGREEMENT

Legal Description of Parcel E (Subject to final Title and Survey)

THAT PART OF LOT 19 BLOCK 1 OF ILLINOIS CENTRAL SUBDIVISION OF THE WEST PART OF THE SOUTHWEST 14.09 ACRES IN THE FRACTIONAL SOUTHWEST ¼ OF SECTION 12 AND THE WEST PART OF THE NORTHWEST 17.93 ACRES IN THE FRACTIONAL NORTHWEST ¼ OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: THE EAST 19.00 FEET OF THE WEST 150 FEET EXCEPT THE NORTHERLY 18 FEET THEREOF, IN COOK COUNTY, ILLINOIS.

951.52 SQ. FT OR 0.022 ACRES, MORE OR LESS

PROPERTY INDEX NUMBER: 20-13-100-008-0000 (PART)

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EXHIBIT D **TO THE ORDINANCE**

Legal Description of the 10 Foot Wide Non-Exclusive Utility Easement Property (Subject to final Title and Survey)

The west 10 feet of Lot 1 in the Resubdivision of Block 68 in Hyde Park In Section 14, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

General Description: Said non-exclusive 10 foot wide utility easement is approximately 200 feet long commencing at the northern most point of Lot 1 and terminating at the north exterior face of the existing Bret Harte School Building.

PIN: 20-14-206-002 (Part)

Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office

APPROVED
Rahim E. Samuel, SR
May 27, 2018

APPROVED
Stephen R. Keller
CORPORATION COUNSEL