



City of Chicago



SO2014-905

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 2/5/2014

Sponsor(s): Emanuel (Mayor)

Type: Ordinance

Title: Intergovernmental agreement between Board of Education and Chicago Housing Authority for rehabilitation of existing properties at 1450 N Larrabee Ave and 700 S State St

Committee(s) Assignment: Committee on Housing and Real Estate



CITY COUNCIL - CITY OF CHICAGO
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RAY SUAREZ

ALDERMAN, 31ST WARD
VICE MAYOR - CITY OF CHICAGO

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COMMITTEE MEMBERSHIPS:

HOUSING AND REAL ESTATE
(CHAIRMAN)

COMMITTEES, RULES AND ETHICS
(VICE-CHAIRMAN)

AVIATION

BUDGET AND GOVERNMENT OPERATIONS

FINANCE

TRANSPORTATION AND PUBLIC WAY

WORKFORCE DEVELOPMENT AND AUDIT

ZONING, LANDMARKS AND BUILDING STANDARDS

March 5, 2014
CHICAGO, ILLINOIS

TO THE PRESIDENT AND MEMBERS OF THE CITY COUNCIL:

Your Committee on Housing and Real Estate which was referred a Substitute ordinance by the Department of Planning and Development approving the transfer of property between the Chicago Housing Authority and the City of Chicago. **3RD WARD & 27TH WARD**
(O2014-905)

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

This recommendation was concurred in by a unanimous vote of the members of the committee present with no dissenting votes.

(signed)

Ray Suarez, Chairman
Committee on Housing & Real Estate

SUBSTITUTE ORDINANCE

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

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 "PBC") to facilitate the acquisition and construction of public buildings and facilities; and

WHEREAS, the Board operates a high school known as William Jones College Preparatory High School ("Jones College Prep"); and

WHEREAS, the Board, through the PBC, recently completed the construction of a new building for Jones College Prep on the real property generally located at 642–738 South State Street, Chicago, Illinois (the "New Facility"), which is located immediately south of the existing Jones College Prep building at 600–640 South State Street (the "Existing Facility"); and

WHEREAS, the New Facility has seven floors and is designed to accommodate 1,200 students; and

WHEREAS, the Board intends to rehabilitate the Existing Facility in order to further increase student enrollment to approximately 1,700 students; and

WHEREAS, the City Council, pursuant to an ordinance adopted on May 9, 2012, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "Journal") of such date at pages 25768 to 25835, authorized the use of \$114,641,656 in tax increment financing from the Near South Redevelopment Area for the construction of the New Facility (the "Initial Jones TIF Ordinance"); and

WHEREAS, the City Council, pursuant to an ordinance adopted on March 13, 2013, and published in the *Journal* of such date at pages 47881 to 47902, authorized the use of \$13,900,000 in additional tax increment financing for the rehabilitation of the Existing Facility; and

WHEREAS, the New Facility includes an indoor swimming pool and gymnasium, but does not have (nor is there space on the Jones College Prep campus for) outdoor athletic fields; and

WHEREAS, the Chicago Housing Authority, an Illinois municipal corporation (the "CHA"), is the owner of the vacant block bounded by 23rd Street on the north, 24th Street on the south, Federal Street on the west and Dearborn Street on the east, as depicted on Exhibit A-1 and legally described on Exhibit A-2 attached hereto (the "CHA Property"); and

WHEREAS, the CHA Property is comprised of approximately 3.47 acres and is located in the immediate vicinity of the CHA's former Harold Ickes Homes; and

WHEREAS, the CHA Property is located in the 24th/Michigan Redevelopment Project Area established pursuant to ordinances adopted by the City Council on July 21, 1999, and published in the Journal of said date at pages 8099 through 8210; and

WHEREAS, the PBC is the owner in trust for the Board of the real property and improvements located at 1450 North Larrabee and formerly operated as Near North Career Metropolitan High School, as depicted on Exhibit B-1 and legally described on Exhibit B-2 (the "Near North High School Property"), which contains a total land area of approximately 9.8 acres; and

WHEREAS, pursuant to Board Report No. 12-0425-OP2, adopted by the Board on April 25, 2012, the Board authorized the PBC to convey the Board's interest in the Near North High School Property to the City for public housing in accordance with the City's obligations under the Consent Decree entered in *Cabrini-Green Local Advisory Council v. Chicago Housing Authority and City of Chicago*, Case No 96 06949 (the "Cabrini-Green Consent Decree"); and

WHEREAS, pursuant to a resolution adopted on December 10, 2013, the Board of Commissioners of the PBC approved the conveyance of the Near North High School Property to the City on behalf of the Board; and

WHEREAS, pursuant to the Initial Jones Ordinance, the City Council authorized the City to accept title to the Near North High School Property from the Board for development in accordance with the Cabrini Green Consent Decree; and

WHEREAS, the Board is interested in acquiring the CHA Property for the public purpose of constructing a new artificial turf field and running track for use by Jones College Prep (the "Outdoor Athletic Facilities"), and the CHA is interested in acquiring the Near North High School Property for the public purpose of constructing replacement public housing units and other public amenities as required by the Cabrini Green Consent Decree (the "Cabrini Green Redevelopment"); and

WHEREAS, the CHA is willing to convey the CHA Property to the City in exchange for the City's conveyance of the Near North High School Property to the CHA; and

WHEREAS, pursuant to Resolution No. 2013-CHA-101 adopted on November 19, 2013, the Board of Commissioners of the CHA authorized the CHA to submit acquisition and disposition applications to the United States Department of Housing and Urban Development to dispose of the CHA Property and to acquire the Near North High School Property; and

WHEREAS, it is anticipated that the Board will adopt a resolution at its meeting on February 26, 2014, finding that it is necessary or convenient for the City to transfer the CHA Property to the Board, and approving the Board's acceptance of title to the CHA Property, for the public purpose of constructing the Outdoor Athletic Fields; and

WHEREAS, Jones College Prep has been using the athletic fields at the Near North High School Property for outdoor athletic programs, events and competitions, and wishes to

retain the right to continue using the athletic fields until June 30, 2014 (the "Board's Occupancy Rights"); and

WHEREAS, the Chicago Police Department, the Chicago Fire Department and other City departments and agencies have been using the former high school's facilities (including, without limitation, the swimming pool) for training and other activities and wish to retain the right to continue using such facilities until they are permanently decommissioned or demolished and the Near North High School Property is utilized for the purposes required under the Cabrini Green Consent Decree (the "City's Occupancy Rights"); and

WHEREAS, the City Council finds that it is necessary or convenient to (a) acquire the CHA Property from the CHA and thereafter convey such property to the Board for the Outdoor Athletic Facilities, and (b) acquire the Near North High School Property from the Board and thereafter convey such property to the CHA for the Cabrini Green Redevelopment, subject to leases or other agreements protecting the City's Occupancy Rights and the Board's Occupancy Rights (such transactions collectively, the "Land Swap"); and

WHEREAS, the City Council finds that the Land Swap will implement a coordinated and comprehensive planning effort on the part of the Board, the CHA and the City, and will serve important public uses and purposes; and

WHEREAS, the CHA also owns three (3) vacant city blocks located adjacent to the CHA Property generally bounded by Cermak Road on the north, 25th Street on the south, State Street on the east, and Dearborn Street on the west (the "Mixed-Use Property"); and

WHEREAS, the City and the CHA intend to issue a joint Request for Proposals to construct a mixed-use project with public housing units on the Mixed-Use Property, subject to approval of the United States Department of Housing and Urban Development; and

WHEREAS, the Mixed-Use Property is part of the former Harold Ickes Homes and, in connection with its development, the City and CHA are committed to returning 200 units of public housing to the site; and

WHEREAS, Article 7, Section 10 of the 1970 Constitution of the State of Illinois authorizes units of local government and school districts to contract among themselves to share services and to exercise, combine and transfer functions in any manner not prohibited by law or by ordinance; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, similarly authorizes public agencies, including units of local government and school districts, to contract with one another to perform any governmental service, activity or undertaking; and

WHEREAS, the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.*, authorizes a municipality (including units of local government and school districts), whose territory is wholly or partly within the corporate limits of another municipality, to by ordinance declare that it is necessary or convenient for it to use, occupy or improve real estate held by another municipality for the making of any public improvement or for any public purpose, in which case the corporate authorities of the transferor municipality shall have the power to transfer all of the right, title and interest of the transferor municipality in such real estate to the transferee municipality upon such terms as may be agreed to by the municipalities; and

WHEREAS, the Chicago Plan Commission adopted resolutions approving the Land Swap at its meeting on December 19, 2013; and

WHEREAS, public notices advertising the proposed transfers of the Near North High School Property to the CHA, and the CHA Property to the Board, and requesting alternative proposals appeared in the *Chicago Sun-Times* on November 27, December 4 and December 11, 2013; and

WHEREAS, no other responsive proposals were received by the deadline indicated in the aforesaid notices; ***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 City's acquisition of the CHA Property from the CHA for \$1.00 is hereby approved. The Department of Planning and Development (the "Department") is hereby authorized to accept on behalf of the City a deed of conveyance from the CHA for the CHA Property, subject to the approval of the Corporation Counsel.

SECTION 3. The City's conveyance of the CHA Property to the City of Chicago in Trust for the Use of Schools for \$1.00 is hereby approved. The Mayor or his proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, a quitclaim deed conveying to the City of Chicago in Trust for the Use of Schools all right, title and interest of the City in and to the CHA Property. The quitclaim deed shall contain language substantially in the following form:

This conveyance is subject to the express condition that the property is to be used solely for school purposes or another public purpose.

In the event that the above condition is not met, the City of Chicago may re-enter the property and re-vest title in the City of Chicago.

SECTION 4. The City's conveyance of the Near North High School Property to the CHA for \$1.00, subject to the Occupancy Rights, is hereby approved. The Mayor or his proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, a quitclaim deed conveying all right, title and interest of the City in and to the Near North High School Property to the CHA. Such deed shall include a restriction requiring that such property be used in accordance with the terms of the Cabrini-Green Consent Decree.

SECTION 5. The Commissioner of the Department, or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel, to negotiate, execute and deliver an intergovernmental agreement between the City and the CHA in substantially the form attached hereto as **Exhibit C** (the "IGA"), and such other supporting documents as may be necessary or appropriate to implement the provisions of this ordinance, including, without limitation, a lease or other agreement allowing the Chicago Police Department, the Chicago Fire Department and other City departments and agencies to continue using the facilities at the Near North High School Property after such property is conveyed to the CHA.

SECTION 6. 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 7. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 8. This ordinance shall take effect immediately upon its passage and approval.

Attachments: Exhibit A-1 – Depiction of CHA Property
Exhibit A-2 – Legal Description of CHA Property
Exhibit B-1 – Depiction of Near North High School Property
Exhibit B-2 – Legal Description of Near North High School Property
Exhibit C – Intergovernmental Agreement

APPROVED
Michael R. Attkin
CORPORATION COUNSEL

APPROVED
Richard E. Emanuel
3/27/14 Mayor

EXHIBIT A-1

DEPICTION OF CHA PROPERTY

(ATTACHED)

EXHIBIT A-2

LEGAL DESCRIPTION OF CHA PROPERTY

(SUBJECT TO FINAL SURVEY AND TITLE COMMITMENT)

LOTS 1 THRU 48 BLOCK 9 UHLICH AND MUHLKE'S ADDITION TO CHICAGO, SUBDIVISION OF EAST ½ OF THE NORTHEAST ¼ OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

ALSO

THE WEST ½ OF VACATED SOUTH DEARBORN STREET LYING EAST OF AND ADJOINING LOTS 1 TO 24 IN BLOCK 9 AFORESAID;

ALSO

THE EAST ½ OF THE NORTH-SOUTH 15 FOOT WIDE VACATED ALLEY LYING WEST OF AND ADJOINING LOTS 1 TO 24 IN BLOCK 9 AFORESAID;

ALSO

THE WEST ½ OF THE NORTH-SOUTH 15 FOOT WIDE VACATED ALLEY LYING EAST OF AND ADJOINING LOTS 25 TO 48 IN BLOCK 9 AFORESAID.

ADDRESS:

2301-55 SOUTH FEDERAL STREET
2302-54 SOUTH DEARBORN STREET
CHICAGO, ILLINOIS

PINS:

- | | |
|--------------------|---|
| 17-28-217-033-0000 | PORTION OF LOT 33; LOTS 34, 35 AND 36; AND A PORTION OF THE WEST ½ OF THE VACATED NORTH/SOUTH ALLEY, VOL. 514 |
| 17-28-217-034-0000 | LOTS 1 THROUGH 16; A PORTION OF THE EAST ½ OF THE VACATED NORTH/SOUTH ALLEY; AND A PORTION OF THE WEST ½ OF VACATED DEARBORN ST., VOL. 514. |
| 17-28-217-035-0000 | LOTS 17 THROUGH 32; A PORTION OF LOT 33; A PORTION OF THE VACATED NORTH/SOUTH ALLEY; AND A PORTION OF THE WEST ½ OF VACATED DEARBORN ST., VOL. 514. |
| 17-28-217-036-0000 | LOTS 37 THROUGH 48; A PORTION OF THE WEST ½ OF THE VACATED NORTH/SOUTH ALLEY, VOL. 514. |

EXHIBIT B-1

DEPICTION OF NEAR NORTH HIGH SCHOOL PROPERTY

(ATTACHED)

EXHIBIT B-2

LEGAL DESCRIPTION OF NEAR NORTH HIGH SCHOOL PROPERTY

(SUBJECT TO FINAL SURVEY AND TITLE COMMITMENT)

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 NORTHWEST ¼ OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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.

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.

PARCEL 5:

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

PARCEL 6:

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

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 NORTHWEST ¼ 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 NORTHEAST CORNER OF THE AFORESAID LOT 1, BEING THE SOUTHWEST 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.

PARCEL 8:

LOTS 1 TO 5 (EXCEPT PARTS TAKEN FOR STREETS) IN BULMAN'S SUBDIVISION OF LOT 165 IN BUTTERFIELD'S ADDITION TO CHICAGO IN THE NORTHWEST ¼ OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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 IN THE NORTHWEST ¼ OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 10:

THE SOUTH ½ OF VACATED WEST WEED STREET LYING EASTERLY OF NORTH OGDEN AVENUE AND WEST OF NORTH LARRABEE STREET IN THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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 IN THE NORTHWEST ¼ OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 12:

THAT PART OF LOT 166 LYING EASTERLY OF THE EASTERLY LINE OF OGDEN AVENUE IN BUTTERFIELD'S ADDITION TO CHICAGO IN THE NORTHWEST ¼ OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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 ½ OF THE WEST ½ OF THE SOUTH 22 FEET OF THE NORTH ½ OF THE WEST ½ 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.

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 LOT 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 NORTHWEST ¼ 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 HINSCHER'S SUBDIVISION OF LOTS 146 AND 148 AND SUBLOT 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 HINSCHER'S SUBDIVISION AFOREMENTIONED, PRODUCED SOUTHEASTERLY TO THE SOUTH LINE OF SAID LOT 145;

ALSO

THE NORTHEASTERLY 10 FEET OF RESERVE "B" IN HINSCHER'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 NORTHWEST CORNER OF LOT 17, ALL IN HINSCHER'S SUBDIVISION OF LOTS 146 AND 148 AND SUB-LOT 1 IN BUTTERFIELD'S ADDITION TO CHICAGO AFOREMENTIONED IN COOK COUNTY, ILLINOIS.

PARCEL 15:

THE STRIP OF LAND MARKED "3 FOOT RESERVE B" ON PLAT OF HINSCHER'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 $\frac{1}{2}$ OF OGDEN AVENUE, AS OPENED IN BULMAN'S SUBDIVISION OF LOT 165 IN BUTTERFIELD'S ADDITION TO CHICAGO IN THE NORTHWEST $\frac{1}{4}$ 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 $\frac{1}{2}$ OF OGDEN AVENUE, AS OPENED, IN BUTTERFIELD'S ADDITION TO CHICAGO, IN THE NORTHWEST $\frac{1}{4}$ 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 $\frac{1}{2}$ OF OGDEN AVENUE, AS OPENED, IN ASSESSOR'S DIVISION OF LOT 167 IN BUTTERFIELD'S ADDITION TO CHICAGO, IN THE NORTHWEST $\frac{1}{4}$ 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 $\frac{1}{2}$ 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 $\frac{1}{4}$ 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 $\frac{1}{2}$ OF OGDEN AVENUE, AS OPENED, IN THE SUBDIVISION OF LOT 168 IN BUTTERFIELD'S ADDITION TO CHICAGO, IN THE NORTHWEST $\frac{1}{4}$ 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 ¼ 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.

PARCEL 23:

THE NORTH ½ OF WEST BLACKHAWK STREET LYING EAST OF THE WEST LINE OF THE EAST 15 FEET OF NORTH FRONTIER STREET AND WEST OF NORTH LARRABEE STREET;

THE SOUTHEASTERLY ½ OF NORTH OGDEN AVENUE LYING NORTH OF WEST BLACKHAWK STREET AND SOUTH OF WEST WEED STREET;

THAT PART OF WEST WEED STREET LYING BETWEEN THE NORTHWESTERLY AND SOUTHEASTERLY LINES OF NORTH OGDEN AVENUE;

THE NORTH ½ OF VACATED WEST WEED STREET LYING EAST OF NORTH OGDEN AVENUE AND WEST OF NORTH LARRABEE STREET;

AND THAT PART OF LOT 12 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, LYING EASTERLY OF A LINE DRAWN THROUGH A POINT ON THE SOUTH LINE OF ALASKA STREET, 106.39 FEET WEST OF THE WEST LINE OF LARRABEE STREET, AND THROUGH A POINT ON THE NORTH LINE OF BLACKHAWK STREET, 168.48 FEET EAST OF THE EAST LINE OF FRONTIER AVENUE, IN COOK COUNTY, ILLINOIS.

PARCEL 24:

THAT PART OF NORTH OGDEN AVENUE VACATED BY TO ORDINANCE RECORDED NOVEMBER 25, 1997 AS DOCUMENT NO. 97885164 LYING NORTHERLY OF THE NORTHEAST LINE OF NORTH CLYBOURN AVENUE, SOUTHERLY OF THE SOUTH LINE OF WEST BLACKHAWK STREET AND SOUTHEAST OF ORCHARD PARK SUBDIVISION, IN COOK COUNTY, ILLINOIS;

ALSO

THAT PART OF THE SOUTH ½ OF WEST BLACKHAWK STREET LYING EAST OF THE SOUTHEAST LINE OF ORCHARD PARK SUBDIVISION EXTENDED NORTHEASTERLY AND WEST OF THE WEST RIGHT OF WAY LINE OF NORTH LARRABEE AVENUE, IN COOK COUNTY, ILLINOIS.

ADDRESS:

1450-1500 NORTH LARRABEE
CHICAGO, ILLINOIS 60610

PINS:

17-04-106-001	LOT 17 OF PARCEL 16
17-04-106-002	LOT 16 OF PARCEL 16
17-04-106-003	LOT 15 OF PARCEL 16
17-04-106-004	LOT 14 OF PARCEL 16
17-04-106-005	LOT 13 OF PARCEL 16
17-04-106-006	LOT 12 OF PARCEL 16
17-04-106-007	LOT 11 OF PARCEL 16
17-04-106-008	LOT 10 OF PARCEL 16
17-04-106-009	LOT 9 OF PARCEL 16
17-04-106-010	A PORTION OF PARCEL 17
17-04-106-011	A PORTION OF PARCEL 17
17-04-106-012	PARCEL 18
17-04-106-013	PARCEL 19
17-04-106-014	PARCEL 20
17-04-107-005	PARCEL 12
17-04-107-006	LOT 1 OF PARCEL 11
17-04-107-007	LOT 2 OF PARCEL 11
17-04-107-008	PARCEL 13
17-04-107-009	LOTS 9 AND 10 OF PARCEL 9
17-04-107-010	LOTS 7 AND 8 PARCEL 9
17-04-107-011	LOTS 5 AND 6 PARCEL 19
17-04-107-012	LOT 4 OF PARCEL 9
17-04-107-013	LOT 1 OF PARCEL 9
17-04-107-014	LOTS 2 AND 3 OF PARCEL 9
17-04-107-015	PARCEL 10
17-04-119-001	LOT 15 OF PARCEL 5, AND A PORTION OF PARCEL 14
17-04-119-002	LOT 14 OF PARCEL 5, AND A PORTION OF PARCEL 14
17-04-119-003	LOT 13 OF PARCEL 5, AND A PORTION OF PARCEL 14
17-04-119-004	LOT 12 OF PARCEL 5, AND A PORTION OF PARCEL 14
17-04-119-005	LOT 11 OF PARCEL 5, AND A PORTION OF PARCEL 14
17-04-119-006	LOT 10 OF PARCEL 5, AND A PORTION OF PARCEL 14
17-04-119-007	LOT 9 OF PARCEL 5, AND A PORTION OF PARCEL 14
17-04-119-008	LOT 8 OF PARCEL 5, AND A PORTION OF PARCEL 14
17-04-119-009	LOT 6 OF PARCEL 5, AND A PORTION OF PARCEL 14
17-04-119-010	LOT 7 OF PARCEL 5, AND A PORTION OF PARCEL 14
17-04-119-011	LOT 8 OF PARCEL 5, AND A PORTION OF PARCEL 14
17-04-119-012	PARCEL 15
17-04-119-013	A PORTION OF LOT 144 OF PARCEL 1
17-04-119-014	A PORTION OF LOT 144 OF PARCEL 1, AND A PORTION OF PARCEL 14
17-04-119-015	LOT 1 OF PARCEL 4, AND A PORTION OF PARCEL 14
17-04-119-016	LOT 2 OF PARCEL 4, AND A PORTION OF PARCEL 14
17-04-119-017	LOT 3 OF PARCEL 4, AND A PORTION OF PARCEL 14

17-04-119-018 LOT 4 OF PARCEL 4, AND A PORTION OF PARCEL 14
 17-04-119-019 A PORTION OF LOT 5 OF PARCEL 3, AND A PORTION OF PARCEL 14
 17-04-119-020 A PORTION OF LOT 5 OF PARCEL 3, AND A PORTION OF PARCEL 14
 17-04-119-021 LOT 6 OF PARCEL 3, AND A PORTION OF PARCEL 14
 17-04-119-022 LOT 7 OF PARCEL 3, AND A PORTION OF PARCEL 14
 17-04-119-023 LOT 4 OF PARCEL 2, AND A PORTION OF PARCEL 14
 17-04-119-024 LOT 3 OF PARCEL 2, AND A PORTION OF PARCEL 14
 17-04-119-039 PARCEL 7, AND A PORTION OF PARCEL 14
 17-04-119-041 A PORTION OF PARCEL 14
 17-04-120-001 LOT 16 OF PARCEL 5, AND A PORTION OF PARCEL 14
 17-04-120-002 LOT 17 OF PARCEL 5, AND A PORTION OF PARCEL 14
 17-04-120-003 LOT 1 OF PARCEL 6
 17-04-120-004 LOT 2 OF PARCEL 6
 17-04-120-005 LOT 3 OF PARCEL 6
 17-04-120-006 LOT 4 OF PARCEL 6
 17-04-120-007 LOT 5 OF PARCEL 6
 17-04-120-008 LOT 6 OF PARCEL 6
 17-04-120-009 LOT 7 OF PARCEL 6
 17-04-120-010 LOT 8 AND A PORTION OF LOT 9 OF PARCEL 6
 17-04-120-011 A PORTION OF LOT 9 OF PARCEL 6
 17-04-120-012 A PORTION OF LOT 9 OF PARCEL 6
 17-04-120-013 A PORTION OF LOT 9 OF PARCEL 6
 17-04-120-014 LOT 145 AND A PORTION OF LOT 143 OF PARCEL 1, AND A PORTION OF PARCEL 14
 17-04-120-015 A PORTION OF LOT 143 OF PARCEL 1, AND A PORTION OF PARCEL 14
 17-04-120-016 A PORTION OF LOT 141 OF PARCEL 1, AND A PORTION OF PARCEL 14
 17-04-120-017 A PORTION OF LOT 141 OF PARCEL 1, AND A PORTION OF PARCEL 14
 17-04-120-018 A PORTION OF LOT 141 OF PARCEL 1, AND A PORTION OF PARCEL 14
 17-04-120-019 A PORTION OF LOT 139 OF PARCEL 1, AND A PORTION OF PARCEL 14
 17-04-120-020 A PORTION OF LOT 139 OF PARCEL 1, AND A PORTION OF PARCEL 14
 17-04-120-021 A PORTION OF LOT 139 OF PARCEL 1, AND A PORTION OF PARCEL 14
 17-04-120-022 A PORTION OF LOT 139, AND A PORTION OF LOT 137 OF PARCEL 1, AND A PORTION OF PARCEL 14
 17-04-120-023 A PORTION OF LOT 137 OF PARCEL 1, AND A PORTION OF PARCEL 14
 17-04-120-025 A PORTION OF LOT 137 OF PARCEL 1, AND A PORTION OF PARCEL 14

EXHIBIT C

IGA

(ATTACHED)

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF CHICAGO AND
THE CHICAGO HOUSING AUTHORITY**

This Intergovernmental Agreement (the "Agreement") is entered into this ___ day of _____, 20___, 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 Planning and Development, and the Chicago Housing Authority (the "CHA"), a municipal corporation of the State of Illinois.

RECITALS

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

WHEREAS, the CHA is engaged in the development and operation of safe, decent and sanitary housing throughout the City of Chicago for low-income families (the "CHA Housing Developments") in accordance with the United States Housing Act of 1937, 42 U.S.C. §1437 et seq., regulations promulgated by the United States Department of Housing and Urban Development ("HUD"), and the State Housing Authorities Act, 310 ILCS 10/1 et seq., as amended, and other applicable laws, regulations and ordinances; and

WHEREAS, the City and CHA have authority to enter into intergovernmental agreements pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois; and

WHEREAS, the City has undertaken to assist the Board of Education of the City of Chicago (the "Board") with the construction of a new building for William Jones College Preparatory High School located at 700 South State Street, Chicago, Illinois, and to rehab the existing high school building; and

WHEREAS, the CHA has undertaken the redevelopment of the former Cabrini Green public housing site and surrounding areas into a mixed income community (the "Cabrini Redevelopment") as further set forth in its Plan for Transformation (the "Plan"); and

WHEREAS, the CHA owns the vacant block bounded by 23rd Street on the north, 24th Street on the south, Federal Street on the west and Dearborn Street on the east, as more fully described on Exhibit A hereto (the "CHA Property"); and

WHEREAS, the CHA Property is comprised of approximately 3.47 acres and is located in the immediate vicinity of the CHA's former Harold Ickes Homes; and

WHEREAS, the City owns, or is authorized to accept ownership of, the real property and improvements located at 1450 North Larrabee and formerly operated as Near North Career Metropolitan High School, as more fully described on Exhibit B hereto (the "Near North High School Property"), which contains a total land area of approximately 9.8 acres; and

WHEREAS, the City desires to (a) acquire the CHA Property from the CHA and thereafter convey such property to the Board for the construction of a new artificial turf field and running track for Jones College Prep, and (b) acquire the Near North High School Property from

the Board and thereafter convey such property to the CHA for purposes of providing additional housing and community services within the Cabrini Redevelopment in furtherance of the Plan.

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 the CHA agree as follows:

1. Transfer of CHA Property to the City: The CHA agrees to convey by quitclaim deed, and the City agrees to accept, all of the CHA's right, title and interest in the CHA Property on or before the Closing Date as defined in Section 5 hereof and subject to the terms of this Agreement. The City agrees to accept such CHA Property "AS IS."

- (i) Title: The City acknowledges that it has received a commitment for an owner's policy of title insurance for the CHA Property, File Number 40006062, with an effective date of February 06, 2013, issued by Greater Illinois Title Company. The City shall be solely responsible for and shall pay all costs associated with updating the title commitment or obtaining a new title commitment (including all search, continuation and later-date fees), and obtaining any title insurance and endorsements it deems necessary.
- (ii) Survey: The City shall be responsible for obtaining a survey of the CHA Land at its sole option and expense.
- (iii) Title or Survey Defects: The CHA agrees to remove the following exceptions to title identified in Schedule B of the above-referenced title insurance commitment: _____ . The CHA shall have no obligation to cure any other title defects. In the event the title insurance commitment or survey discloses other matters that are unacceptable to the City, the City may elect to terminate this Agreement upon written notice to the CHA at any time prior to the Closing Date, or may elect to take the CHA Property subject to such title or survey defects (in which case all objections to any such matter shall be deemed to have been waived), without any adjustment in consideration.
- (iv) Delivery of Possession: Possession of the CHA Property shall be delivered on the Closing Date.
- (v) Environmental Conditions: If at any time prior to the Closing Date, the City determines, in its sole discretion, that the environmental condition of the CHA Property is unacceptable, the City may terminate this Agreement and shall have no obligation to convey the Near North High School Property or accept the CHA Property. In the event that the City elects to accept the CHA Property, then the CHA shall have no responsibility to remediate such CHA Property.

2. HUD approvals. The transfer of the CHA Property to the City is contingent upon: (i) the submission of any necessary application by CHA to HUD to dispose of all or any portion of the CHA Property, and HUD's written approval of the disposition, and (ii) HUD approval of the transfer of the Near North High School Property.

3. Transfer of Near North High School Property to CHA: The City agrees to convey by quitclaim deed, and the CHA agrees to accept, all of the City's right, title and interest in the

Near North High School Property on or before the Closing Date as defined in Section 5 hereof and subject to the terms of this Agreement. The CHA agrees to accept the Near North High School Property "AS IS."

- (i) Title: The CHA acknowledges that it has received a commitment for an owner's policy of title insurance for the Near North High School Property, File Number 40006784, with an effective date of March 13, 2013, issued by Greater Illinois Title Company. The CHA shall be solely responsible for and shall pay all costs associated with updating the title commitment or obtaining a new title commitment (including all search, continuation and later-date fees), and obtaining any title insurance and endorsements it deems necessary
- (ii) Survey: The CHA shall be responsible for obtaining a survey of the Near North High School Property at its sole option and expense.
- (iii) Title or Survey Defects: The City agrees to remove the following exceptions to title identified in Schedule B of the above-referenced title insurance commitment: _____ . The City shall have no obligation to cure any other title defects. In the event the title insurance commitment or survey discloses other matters that are unacceptable to the CHA, the CHA may elect to terminate this Agreement upon written notice to the City at any time prior to the Closing Date, or may elect to take the Near North High School Property subject to such title or survey defects (in which case all objections to any such matter shall be deemed to have been waived), without any adjustment in consideration.
- (iv) Delivery of Possession: Possession of the Near North High School Property shall be delivered on the Closing Date.
- (v) Environmental Conditions: If at any time prior to the Closing Date, the CHA determines, in its sole discretion, that the environmental conditions are unacceptable, the CHA may terminate this Agreement and shall have no obligation to convey the CHA Property or accept the Near North High School Property. In the event that the CHA elects to accept the Near North High School Property, then the City shall have no responsibility to remediate such Near North High School Property.
- (vi) Use of Athletic Fields: Jones College Prep has been using the athletic fields at the Near North High School Property for outdoor athletic programs, events and competitions. On or prior to the Closing Date, the CHA agrees to enter into a lease or other agreement, giving the Board the right to continue using the athletic fields until June 30, 2014.
- (vii) Use of Other Facilities: The Chicago Police Department, the Chicago Fire Department and other City departments and agencies have been using the Near North High School Property and its facilities (including, without limitation, the swimming pool) for training and other activities. On or prior to the Closing Date, the CHA agrees to enter into a lease or other agreement, giving the City the right to continue using such facilities until the Near North High School Property is permanently decommissioned or demolished for the Cabrini Redevelopment.

4. HUD approvals. The acquisition of the Near North High School Property by the CHA is contingent upon: (i) the submission of any necessary application by CHA to HUD to acquire all or any portion of the Near North High School Property, and HUD's written approval of the acquisition and (ii) HUD approval of the transfer of the CHA Property.

5. Closing Date: All land transfers contemplated herein will occur simultaneously on the Closing Date, unless both parties agree to separate closing dates. The Closing Date shall be a date agreed upon by the parties, but shall in any event occur on or before _____, 20__ (the "Closing Date"), or as mutually agreed to by the parties. The parties may, but shall not be obligated to, transfer the land covered by this Agreement non-simultaneously, upon schedules mutually agreeable. However, in the event a party conveys its property prior in time to the other party, nothing shall release the party who has not yet conveyed from its obligations to convey hereunder, it being understood that the consideration for this Agreement is the transfer of all parcels contemplated hereunder. Prior to the Closing Date, each party will provide the deliverables set forth above. On the Closing Date, each party will provide, or cause to be provided, their respective quitclaim deeds.

6. Right of Entry: Each party hereby grants the other party, and their contractors, a non-exclusive thirty (30) day right of entry to perform reasonable investigations and inspections of the properties covered by this Agreement no later than 45 days prior to the Closing Date, provided that no party shall have any obligation to perform such investigations under this Agreement. Prior to exercising such right of entry, the party requesting such entry (the "Grantee") shall provide, or shall require and cause its contractor(s) to provide to the party providing access (the "Grantor") (i) insurance reasonably acceptable to the respective Grantor (naming the Grantor as an additional insured and loss payee as requested) as a condition to entering the site, to protect the party granting access from losses, claims, damages, including property damages and death, arising out of or resulting from the conduct or activities of such contractor or other person at the site. Each party hereby releases the other from any claims, liabilities, costs, or expenses incurred as a result of its activities or presence on the site. The Grantee agrees that it will assure that (a) all necessary permits and licenses are obtained, maintained, and appropriately displayed, and (b) the site is restored and that any equipment or materials are removed prior to termination. The Grantee shall keep the premises free and clear from liens arising from its activities on the site. All such activities shall be conducted in compliance with applicable laws, including the environmental laws and any IEPA filings, if applicable.

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

If to the CHA: Chicago Housing Authority
60 E. Van Buren, 12th Floor
Chicago, Illinois 60605
Attn: Chief Executive Officer

With a copy to: Chicago Housing Authority
Office of the General Counsel
60 E. Van Buren, 12th Floor
Chicago, Illinois 60605
Attn: General Counsel

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

If to the Board

Chicago Board of Education
125 S. Clark Street
Chicago, Illinois 60603
Attn: Chief Operating Officer

With a copy to:

Chicago Board of Education
125 S. Clark Street
Chicago, Illinois 60603
Attn: General Counsel

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.

8. 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 CHA or their respective successors and assigns.

9. Assignment Except as set forth in this Agreement, neither the City nor CHA 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 parties. The absence of written consent shall void the attempted assignment, delegation or transfer and shall render it of no effect.

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

11. 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, the CHA and /or HUD.

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

13. Non-liability of Public Officials. No official, employee, agent or elected or appointed representative of the City or of the CHA 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 CHA's execution or attempted execution or because of any breach hereof.

14. Counterparts. This Agreement is comprised of two or more identical counterparts, each of which may be fully executed by the parties and, executed, will be deemed an original having identical legal effect.

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

16. 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.

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

18. 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.

19. Authority. The mutual conveyances and acceptance of the conveyances are authorized under the Local Government Property Transfer Act and/or the Housing Cooperation Act.

20. 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.

21. 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 transfer 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.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement 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

CHICAGO HOUSING AUTHORITY,
an Illinois municipal corporation

By: _____
Michael R. Merchant
Chief Executive Officer

(sub) EXHIBIT A

LEGAL DESCRIPTION OF CHA PROPERTY

SEE EXHIBIT A-2 TO ORDINANCE.

(sub) EXHIBIT B

LEGAL DESCRIPTION OF NEAR NORTH HIGH SCHOOL PROPERTY

SEE EXHIBIT B-2 TO ORDINANCE.