



# Office of the City Clerk

City Hall  
121 N. LaSalle St.  
Room 107  
Chicago, IL 60602  
www.chicityclerk.com

## Legislation Details (With Text)

**File #:** O2011-4722  
**Type:** Ordinance  
**Status:** Passed  
**File created:** 6/8/2011  
**In control:** City Council  
**Final action:** 7/6/2011  
**Title:** Intergovernmental agreement with State of Illinois and Chicago Park District for development of parkland on former U.S. Steel/USX South Works site  
**Sponsors:** Emanuel, Rahm  
**Indexes:** Intergovernmental  
**Attachments:** 1. O2011-4722.pdf

Date	Ver.	Action By	Action	Result
7/29/2011	1	Office of the Mayor	Signed by Mayor	
7/6/2011	1	City Council	Passed	Pass
6/28/2011	1	Committee on Housing and Real Estate	Recommended to Pass	Pass
6/8/2011	1	City Council	Referred	

City Council - City of Chicago Cm Hall, Room 200 121 North LaSalle Street

Chicago, Illinois 60602 Telephone: (312) 744-6102 Fax: (312) 744-0770 [rsuarez@cityofchicago.org](mailto:rsuarez@cityofchicago.org) <<mailto:rsuarez@cityofchicago.org>>

## RAY SUAREZ

### Alderman, 31st Ward

Vice Mayor - City of Chicago

4502 West Fullerton Avenue Chicago, Illinois 60639 Telephone: (773) 276-9100 Fax: (773) 276-2596

[www.ward31.com](http://www.ward31.com) <<http://www.ward31.com>>

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

### July 6, 2011 CHICAGO, ILLINOIS

#### TO THE PRESIDENT AND MEMBERS OF THE CITY COUNCIL:

**Your Committee on Housing and Real Estate which was referred an ordinance by the Department of Housing and Economic Development approving the agreement with the State of Illinois and Chicago Park District regarding the property located on the South Shore. 7<sup>th</sup> & 10<sup>th</sup> WARD**

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

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

Respectfully submitted, (signed) \\*

Ray Suarez, Chairman

Committee on Housing & Real Estate

**OFFICE OF THE MAYOR**

CITY OF CHICAGO

RAHM EMANUEL

MAYOR

June 8, 2011

TO THE HONORABLE, THE CITY COUNCIL OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the State of Illinois and the Chicago Park District regarding property located on the South Shore.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

S:\SHA\D\Finance\Nyberg\Lakeside\Chicago Lakeside conveyance ordinance May 24, 2011 .wpd

**ORDINANCE OF THE CITY OF CHICAGO AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT CONCERNING MUD-TO-PARKS AND CONVEYANCE OF CITY PROPERTY**

WHEREAS, the City of Chicago (the "City") is a home rule municipality as described in 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 governmental affairs; and

WHEREAS, the Illinois Department of Natural Resources ("IDNR") is an agency of the State of Illinois created by state law and authorized to cooperate with units of local government to develop and improve property for recreation; and

WHEREAS, the Chicago Park District (the "Park District") is a municipal corporation organized under the provisions of Article VII, Section 8 of the 1970 Constitution of the State of Illinois and the Chicago Park District Act, 70 ILCS 1505/0.01 et. seq., (2008 State Bar Edition); and

WHEREAS, each of the City, IDNR and the Park District have authority to enter into an intergovernmental agreement under the provisions of Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, the City and Chicago Lakeside Development, LLC, a Delaware limited liability company ("Chicago Lakeside"), entered into a Redevelopment Agreement dated as of December 23, 2010, (the "RDA") under which Chicago Lakeside will redevelop the area designated as "Parcel 5" on the site map of the former United States Steel Corporation, a Delaware corporation ("U.S. Steel") South Works site which is Exhibit A to this Ordinance; and

WHEREAS, in a companion transaction to the RDA, the City acquired fee simple title from U. S. Steel and Chicago Lakeside to Parcels 1, 2 and 3 depicted in Exhibit A and legally described in Exhibit C attached to this ordinance (collectively, the "North Parcels"); and

WHEREAS, each of the City, the Park District and IDNR desire to have the North Parcels and Parcels 4a and 4b depicted in Exhibit A developed into parkland for public recreation and enjoyment; and each party is willing to use their respective resources and authority to fulfill this public purpose anticipating that the City desires to transfer ownership of the North Parcels to the Park District as set forth below; and plans to transfer ownership of Parcels 4a and 4b to the Park District upon acceptance of such parcels from U. S. Steel when construction of Route 41 is completed and Route 41 is opened to traffic; and

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a\* WHEREAS, the North Parcels and Parcels 4a and 4b are an artificial landmass consisting of concrete, slag from the steel making process, and steel bars; and

WHEREAS, the City through its Department of Housing and Economic Development ("HED"), the Park District and IDNR each desire to enter into an agreement whereby topsoil dredged from the Illinois River and Lake Peoria will be delivered to the North Slip noted on Exhibit A and spread on the North Parcels and Parcels 4a and 4b; and

WHEREAS, by ordinance adopted by the City Council of the City ("City Council") on May 20, 1998, and

published at pages 69309 through 69311 in the Journal of the Proceedings of the City Council of the City of such date, the City Council approved CitySpace: An Open Space Plan For Chicago (the "CitySpace Plan"), a comprehensive plan which sets forth goals for increasing open space in the City and recommends that vacant, tax delinquent and City-owned property be redeveloped for parkland; and

WHEREAS, the use of the North Parcels for parkland is consistent with the purposes and objectives of the CitySpace Plan; and

WHEREAS, the City Council finds that the establishment of additional public open space and parkland is essential to the general health, safety and welfare of the City; and

WHEREAS, the City is authorized to convey title to or other interests in City-owned real estate to other municipalities in accordance with the provisions of the Local Governmental Property Transfer Act, 50 ILCS 605/0.01 et seq.; and

WHEREAS, by an ordinance adopted on March 9, 2011, the Board of Commissioners of the Park District authorized the acceptance of the North Parcels from the City; and

WHEREAS, by Resolution No. 11-060-21 adopted on May 19, 2011, the Chicago Plan Commission recommended the transfer of the North Parcels to the Park District; now, therefore,

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

Section 1. Recitals. The above recitals are incorporated by reference as if fully set forth herein.

Section 2. Authority For Agreement. Subject to the approval of the Corporation Counsel, the Commissioner of HED (the "Commissioner") or a designee of the Commissioner are each hereby authorized to execute and deliver the Mud-To-Parks Intergovernmental Agreement (the "Agreement") in substantially the form attached hereto as Exhibit jB, with such changes, deletions and insertions thereto as the Commissioner or the Commissioner's designee shall approve (execution of the Agreement by the Commissioner or the Commissioner's designee constituting conclusive evidence of such approval), and to enter into and execute all such other

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agreements and instruments, and to perform any and all acts as shall be necessary or advisable in connection with implementation of the Agreement.

Section 3. Authority to Convey Property. The City hereby approves the conveyance of the North Parcels to the Park District at no cost.

Section 4. Authority for Quit Claim Deed. The Mayor or his proxy is authorized to execute and the City Clerk or Deputy City Clerk is authorized to attest a quitclaim deed or deeds conveying the North Parcels to the Park District.

Section 5. Invalidity of Any Section. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, then the invalidity or unenforceability of such provision will not affect any of the remaining provisions of this ordinance.

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

Section 7. Effective Date. This ordinance shall be in full force and effect immediately upon its passage and approval.

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Exhibits

Exhibit A - Site Plan of the South Works / Chicago Lakeside site Exhibit B - Form of Intergovernmental Agreement Exhibit C - Legal Description of the North Parcels

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# USX SOUTH WORKS REDEVELOPMENT

79TH ST.

• RTE. 41 / RE-ALIGNMENT 20" STRIP 1.35 ACRES  
RTE. 41 RE-ALIGNMENT ' 16.99 ACRES

EJ&E PARCEL 3.79 ACRES  
BURLEY AVENUE  
PARCEL . • 6.78 ACRES

RTE 41 RE-ALIGNMENT 2.76 ACRES  
INDUSTRIAL PARCEL SOUTH 6.31 ACRES  
COMMUNITY PARK PARCELS OFF-SITE  
REMAINDER  
PARCEL 1.97 ACRES  
ARMY CORP. OF ENGINEERS 0.70 ACRES

db

olfréd benesch & company

CONSULTING ENGINEERS

205 NORTH MICHIGAN AVENUE, CHICAGO, IL 60601

S:\SHARED\Finance\Nyberg\Lakeside\Mud <file:///S:/SHARED/Finance/Nyberg/Lakeside/Mud> to Parks May 24, 2011.wpd

**EXHIBIT**

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**Intergovernmental Agreement Concerning The Mud-To-Parks Program located on the Former United States Steel Company / USX / South Works Site with a Limited Joinder**

by

**United States Steel Corporation and  
Chicago Lakeside Development, LLC**

This Intergovernmental Agreement (the "Agreement") is made as of \_\_, 2011 (the "Effective Date") by and among the Illinois Department of Natural Resources ("IDNR"), the Chicago Park District (the "Park District"), a municipal corporation of the State of Illinois, and the City of Chicago ("City"), a municipal corporation and home rule unit of local government, by and through its Department of Housing and Economic Development ("HED"). Individually, the IDNR, the Park District and the City are also defined in this Agreement from time to time as a "Party", and collectively defined as the "Parties". A limited joinder dated \_\_, 2011, by Chicago Lakeside Development, LLC, a Delaware limited liability company ("Chicago Lakeside") and United States Steel Corporation, a Delaware corporation ("U.S. Steel") is attached to this Agreement.

**RECITALS:**

- A. The City is a municipal corporation organized under the provisions of Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois.
- B. The Chicago Park District is a municipal corporation organized under the provisions of Article VII, Section 8 of the 1970 Constitution of the State of Illinois and the Chicago Park District Act, 70 ILCS 1505/1 et seq. (2008 State Bar Edition).
- C. IDNR is an agency of the State of Illinois created by state law and authorized to cooperate with units of local government to develop and improve property for recreation.
- D. Each of the City, the Park District and IDNR have authority to enter into intergovernmental agreements under the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., (2008 State Bar Edition).
- E. The City and Chicago Lakeside entered into that certain Redevelopment Agreement dated as of December 23, 2010 (the "RDA") under which Chicago Lakeside will redevelop the area - designated as "Parcel 5" on the site map of the former U. S. Steel South Works Site which is Exhibit A. Chicago Lakeside owns Parcel 5. In a companion transaction to the RDA, the City acquired fee-simple title from U. S. Steel and Chicago Lakeside to Parcels 1, 2 and 3 noted in Exhibit A. City-owned Parcel 1 is across the Route 41 construction worksite from Chicago Lakeside Parcel 5.
- F. Each of the City, the Park District and IDNR desire to have Parcels 1, 2, 3, 4a and 4b developed into parkland

for public recreation and enjoyment; and each Party is willing to use their respective resources and authority to fulfill this public purpose. The Parties presently anticipate that the City will transfer ownership of Parcels 1, 2 and 3 to the Park District in a transaction to occur before or contemporaneous with the Effective Date of this Agreement. Parcels 4a and 4b are presently owned by U.S. Steel and will be transferred to the City when the Route 41 construction is completed and Route 41 is opened to traffic. Thereafter, the City will transfer Parcels 4a and 4b to the Park District.

G. Parcels 1, 2, 3, 4a and 4b are each presently an artificial landmass consisting of concrete, slag from the steel making process and steel bars, and are subject to certain limitations contained in the No Further Remediation Letter issued by the Illinois Environmental Protection Agency and recorded August 27, 1997 as Document No. 97630473 (the "NFR Letter").

H. The Park District and the City have jointly applied for a grant from IDNR for \$4.45 million (Grant No. 445) (the "Grant") to allocate IDNR funds to be used by IDNR to pay for the work required to deliver topsoil dredged from the Illinois River and Lake Peoria to the North Slip noted on Exhibit A, and then off-loaded into staging piles on Parcels 1,2, 3, 4a and 4b, and then spread to an agreed upon depth and contours around Parcels 1,2, 3, 4a and 4b.

**I. The work required to deliver and spread topsoil will require access to the North Slip and may require right of way across property owned by U. S. Steel or Chicago Lakeside. A form of Access / Use/ License Agreement to the site is Exhibit B.**

J. On \_\_, 2011, the City Council adopted an ordinance authorizing this Agreement and on September 22, 2010, the Park District Board of Commissioners authorized the execution of this Agreement.

NOW THEREFORE, for and in consideration of the premises and of the covenants and agreements stated below, the City, the Park District and IDNR hereby agree as follows:

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### **AGREEMENT:**

1. Incorporation by Reference. The recitals stated above are an integral part of this Agreement and are incorporated by reference and made a part of this Agreement.

2. Precondition to Agreement. The Grant has not yet been approved by IDNR and IDNR funds have not yet been allocated. The Parties agree that if the Grant is not' approved, or if approved and funds allocation will not occur within a commercially reasonable time, then this Agreement is void without any further action or notice by any of the Parties . The Parties further agree that no costs or expenses subject to reimbursement under this Agreement by the City or the Park District will be paid until the Grant funds are fully allocated.

3. Topsoil. IDNR agrees to move, and each of the City and the Park District agrees to accept, dredged soil from the Illinois River and Lake Peoria for use as a topsoil covering for Parcels 1,2, 3, 4a and 4b (the "Topsoil") as'determined by the Parties. For purposes of this Agreement, the term "Topsoil" includes the dredged sediment lifted from the Illinois River and Lake Peoria, the soil on the barges used to transport the dredged sediment to the off-loading site at the North Slip, the soil in a staging area at Parcels 1,2, 3, 4a and ,4b and at any staging area on property owned by U. S. Steel awaiting spreading and the spread soil at Parcels 1,2, 3, 4a and 4b. It is presently anticipated that approximately 159,000 tons of wet Topsoil (95,000 cubic yards of dry Topsoil) will be delivered to Parcels 1,2, 3, 4a and 4b. The ultimate depth of Topsoil may vary.

4. Responsibilities for Topsoil. All Parties will cooperate and agree on operational responsibilities, scheduling, permissions, billing and record keeping and, as appropriate, use of IDNR or Park District or City contractors for the following activities:

a. IDNR conducting basic worksite location preparation necessary for trucks and other equipment to safely place Topsoil on the various Parcels. This work includes "clearing and grubbing" with woody vegetation either piled or chipped and left at agreed upon locations on-site. Additionally, some debris on-site may be relocated to an agreed upon on-site location, and Topsoil previously placed on any of Parcels 1,2, 3, 4a and 4b may be consolidated.

b. IDNR dredging of Topsoil from the Illinois River and Lake Peoria.

- c. IDNR transporting the Topsoil by barge to an off-loading site at the North Slip.
- d. IDNR completing the off-loading of the Topsoil to agreed-upon staging areas.
- e. IDNR spreading the Topsoil around Parcels 1,2, 3, 4a and 4b to an agreed-upon depth and with agreed-upon contours.

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f.

IDNR seeding the Topsoil with a mixture of agreed-upon perennial grasses and prairie forbs.

All of the agreed-upon activities listed in this section are defined for purposes of this Agreement as the "Project". In all its activities related to the Project, IDNR will cause its contractors to comply with all of the permitting requirements stated in the City Municipal Code or as otherwise required by the City in a permit, including but not limited to, insurance and indemnification requirements as set forth therein. All Parties agree to provide necessary information and other assistance to IDNR's contractors in support of permit applications by such contractors.

5. IDNR Representation. IDNR represents to each of the City, the Park District, Chicago Lakeside and U.S. Steel that the Topsoil is environmentally safe and suitable for use in developing public parkland. IDNR further represents that all testing necessary to support this representation has been conducted by or on behalf of IDNR.

6. Park District Responsibilities for Parcels L 2, 3 4a and 4b. The Park District will be responsible for the following activities:

a. Providing input to the other Parties and any contractors concerning:

- (i) specific locations for spreading Topsoil;
- (ii) selection of seed mixes;
- (iii) placement of "cleared and grubbed" material; and
- (iv) related matters concerning any of the Parcels.

b. Assisting the other Parties and any contractors in locating boundaries, maps, contours, drainage designations, and other features that may be necessary or desirable for the successful completion of the Project.

c. Performing maintenance to prevent Topsoil erosion to the extent practicable in any of the Parcels as may be required after completion of the Project.

d. Performing or causing to be performed any additional testing of the Topsoil at any time when necessary to comply with applicable laws and regulations in effect now or later enacted.

7. Unavailability of Sediment. If sufficient sediment of suitable quality is not available in the permitted dredging areas, and additional dredging permits cannot be obtained in a timely manner, then the Project will terminate upon delivery, spreading and seeding of the available Topsoil.

8. Consultation. The City, the Park District and IDNR will regularly consult on all matters related to this Agreement.

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9. Term. This Agreement shall commence on the Effective Date above and be in effect for 3 years from the Effective Date.

10. Representatives. Immediately upon execution of this Agreement, the following individuals will represent the Parties as primary contacts in all matters under this Agreement:

For the IDNR: Illinois Department of Natural Resources

Attn: Director 1 Natural Resources Way Springfield, Illinois 62702 (217) 782-6302 (Main No.) (217) 785-9236 (Fax No.)

City of Chicago: Department of Housing and Economic Development

Attn: Commissioner City Hall, Room 1000 121 N. LaSalle Street Chicago, Illinois 60602 (312) 744-4190 (Main No.) (312) 744-2271 (Fax No.)

Chicago Park District: Chicago Park District

Attn: Director of Planning and Development / 541 North Fairbanks

Chicago, Illinois 60611 (312) 742-4682 (Main No!) (312) 742-5347 (Fax No.)

11. Disputes and Errors. Disputes and errors between the Parties under this Agreement will be referred to the

representatives of each Party scheduled in Section 10 for good faith resolution. If the representatives cannot resolve any disputes and uncorrected errors to the satisfaction of the Parties within 30 days, then such unresolved disputes and uncorrected errors will be referred to the Commissioner of the City's Department of Housing and Economic Development, the General Superintendent of the Park District and the Director of IDNR, as applicable, for good faith resolution within 30 days of referral. If no such resolution can be achieved then each Party to the dispute may pursue its remedies at law and shall endeavor to do so within 1 year of when the dispute or error arose.

12. Notices. Notices under this Agreement will be to the following parties:

For the IDNR: Illinois Department of Natural Resources

Attn: Director 1 Natural Resources Way Springfield, Illinois 62702 (217) 782-6302 (Main No.) (217) 785-9236 (Fax No.)

Chicago Park District 541 North Fairbanks Chicago, Illinois 60611 Attention: General Superintendent

General Counsel Chicago Park District 541 North Fairbanks Chicago, Illinois 60611

Commissioner

Department of Housing and Economic Development City Hall, Room 1000 121 North LaSalle Street Chicago, Illinois 60602

Corporation Counsel City Hall, Room 600 121 N. LaSalle Street Chicago, Illinois 60602 Attention: Finance and Economic Development Division

a. Unless otherwise specified, any notice, demand or request required under this Agreement must be given in writing at the addresses set forth above, by any of the following means: (i) personal service; (ii) electronic communications, whether by telex, telegram, telecopy or facsimile (FAX) machine; (iii) overnight courier; or (iv) registered or certified mail, return receipt requested.

b. Such addresses may be changed when notice is given by the other Party in the same manner as provided above. Any notice, demand or request sent by the means described in (i) or (ii) above will be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent by the means described in (iii) above will be deemed received on the day immediately following deposit with the overnight courier and, if sent by the means described in (iv) above will be deemed received 2 days following deposit in the mail.

13. Additional Provisions.

a. Governing Law. This Agreement will be governed by and construed in accordance with the internal laws of the State of Illinois, and the United States of America without regard to the principles of conflicts of law thereof.

For the Park District:

with a copy to:

For the City:

with a copy to:

b Amendments. This Agreement may not be modified or amended except by an agreement in writing signed by the Parties and, with respect to the attached limited joinder and any obligations of U.S. Steel or Chicago Lakeside, a writing signed by U.S. Steel and Chicago Lakeside.

c. Parties In Interest/No Third Party Beneficiaries. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of the Parties hereto. This Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a Party to this Agreement 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 IDNR, the Park District or the City, shall be deemed or construed by any of the Parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving IDNR, the Park District or the City.

d. Titles and Headings. Titles and headings to sections herein are inserted for the convenience of reference only

and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

e. Construction of Words. The use of the singular form of any word herein shall also include the plural, and vice versa. The use of the neuter form of any word herein shall also include the masculine and feminine forms, the masculine form shall include feminine and neuter, and the feminine form shall include masculine and neuter.

f Exhibits. Any exhibits to this Agreement will be construed to be an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein.

g. Counterparts. This Agreement may be executed in any number of counterparts and by different Parties hereto 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.

h. Further Assurances. 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.

i. 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. In

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such event, the Parties shall negotiate, in good faith, a substitute, valid and enforceable provision or agreement which most nearly affects the Parties' intent in entering into this Agreement.

j. Time. Time is of the essence in the performance of this Agreement.

k. Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement, each Party hereto agrees to submit to the jurisdiction of the appropriate courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

l. No Personal Liability. No elected or appointed official or employee or agent of IDNR or the City or the Park District or any individual providing technical or scientific support to any of the Parties shall be individually or personally liable in connection with this Agreement.

m. Ethics Compliance. This Agreement shall not be legally binding on any Party if entered into in violation of the provisions of the Public Officer Prohibited Activities Act, 50 ILCS 105/0.01 et seq. Each Party represents and warrants to the others that, to its knowledge, this Agreement was not entered into in violation thereof. No official or employee of the Park District, nor any member of its Board of Commissioners shall have any financial interest (as defined in Chapter III, Section A of the Park District Code), either direct or indirect, in this Agreement, or any contract or subcontract or the performance of the work resulting therefrom; nor shall any such official, employee or member participate in making or in any way attempt to use his position to influence any Park District governmental decision or action with respect to this Agreement. This Agreement is voidable at the option of the Park District if it was entered into, negotiated or performed in violation of any of the provisions of the Ethics Code, Chapter III of the Park District Code (the "Ethics Code"). The Ethics Code shall be incorporated into this Agreement, by this reference.

n. Appropriation. Notwithstanding anything to the contrary herein, any Party may terminate this Agreement for non appropriation upon giving 30-day prior written notice to the other Parties, provided that the effective date of termination shall be the last day of the terminating Party's the fiscal year for which appropriation was last made.

o. Compliance. In their performance under this Agreement, the Parties shall comply with all applicable laws, rules, regulations, codes, ordinances, and executive orders in effect now or later orders of any federal, state or local governmental body or authority, and any applicable judicial order, whether or not they appear or are referenced in this Agreement ("Applicable Law"). The Parties shall comply with all environmental Applicable Laws, including without limitation any IEPA directives, orders, rules and regulations, and the terms and



conditions of the NFR Letter affecting the Project. Notwithstanding anything in this Agreement to the contrary, references to a statute or law are considered to be a reference to: (i) the statute or law as it may be amended from time to time; (ii) all regulations and rules pertaining to or promulgated pursuant to the statute or law; and (iii) all future statutes, laws, regulations, rules and executive orders pertaining to the same or similar subject matter.

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m. Assignment. This Agreement, or any portion thereof, shall not be assigned by any Party without the prior written consent of the other Parties.

n. Consents. Whenever the consent or approval of one or more Parties to this Agreement is required hereunder, such consent or approval will not be unreasonably withheld.

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[The remainder of this page is deliberately left blank, and the signature page follows.]

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IN WITNESS WHEREOF, each of the Parties have signed this Agreement as of the Effective Date stated above.

STATE OF ILLINOIS, by and through its Department of Natural Resources

By: \_

Printed Name: Marc Miller Title: Director

**CITY OF CHICAGO, ILLINOIS,**

by and through the Department of Housing and Economic Development

By: \_

Printed Name: Andrew J. Mooney Title: Commissioner

**CHICAGO PARK DISTRICT**

By: \_

Printed Name: Timothy J. Mitchell General Superintendent and CEO Chicago Park District

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### **Limited Joinder**

by

**United States Steel Corporation and Chicago Lakeside Development, LLC to the Intergovernmental Agreement concerning the Mud-To-Parks Program**

This is a limited joinder (the "Limited Joinder") dated as of \_\_, 2011 to that certain intergovernmental agreement concerning the Mud-To-Parks Program dated as of \_\_, 2011 (the "Agreement").

1. Terms not otherwise defined in this Limited Joinder have the definition stated in the Agreement.
2. Each of U. S. Steel and Chicago Lakeside (the "Owners") agree to use commercially reasonable efforts to support and provide information requested by IDNR, the City or Park District for the current phase of the Mud-To-Parks Program involving Parcels 1,2, 3, 4a and 4b, subject to the terms of other agreements that the Owners may have entered into with respect to Parcels that are owned by the Owners.
3. Each of the Owners agree to enter into a form of Access / Use/ License Agreement which will provide access / use to the North Slip and Parcels 4a and 4b for Topsoil staging areas and / or access to Parcels 1,2, 3, 4a and 4b (in a form acceptable to the Owners) after July 29, 2011. Additionally, Parcels 4a and 4b may be used for placement of Topsoil after July 29, 2011.
4. The Parties to the Agreement will regularly consult with the Owners on all matters related to this Limited Joinder and the spreading of Topsoil on the Parcels, including without limitation the specific scheduling and logistics related to the spreading of Topsoil.

[The remainder of this page is deliberately left blank, and the signature page follows.]

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**UNITED STATES STEEL CORPORATION**

By: \_\_: \_\_

Title: President, USS Real Estate,  
a division of United States Steel Corporation  
CHICAGO LAKESIDE DEVELOPMENT, LLC, a  
Delaware limited liability company

By: \_\_

McCaffery Lakeside, LLC, a Delaware limited liability company Managing Member of Chicago Lakeside  
Development, LLC

By: \_\_

^ McCaffery Interests, Inc., an Illinois corporation, and sole member of McCaffery Lakeside, LLC

By: \_\_

Daniel T. McCaffery President and Secretary  
McCaffery Interests, Inc., an Illinois corporation

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### Legal Description

#### PARCEL 1.

THAT PART OF BLOCK 1 IN ILLINOIS STEEL COMPANY'S SOUTH WORKS RE-SUBDIVISION OF LOTS, PIECES AND PARCELS OF LAND IN SECTION 32, TOWNSHIP 38 NORTH, RANGE 15 EAST AND IN SECTION 5 NORTH OF THE INDIAN BOUNDARY LINE, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 1; THENCE ON AN ASSUMED BEARING OF NORTH 88 DEGREES 24 MINUTES 31. SECONDS EAST (NORTH 88 DEGREES 26 MINUTES 11 SECONDS EAST - RECORD), ALONG THE NORTH LINE OF SAID BLOCK 1, A DISTANCE OF 617.65 FEET TO THE NORTHEAST CORNER OF PARCEL OFV0045 PER PLAT OF HIGHWAY DEDICATING SOUTH AVENUE O RECORDED NOVEMBER 21, 2008 AS DOCUMENT 0832645125, BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 24 MINUTES 31 SECONDS EAST, ALONG SAID NORTH LINE OF BLOCK 1, A DISTANCE OF 601.59 FEET TO THE EASTERLY LINE OF SAID PARCEL 1; THENCE SOUTH 14 DEGREES 05 MINUTES 37 SECONDS WEST, ALONG SAID EASTERLY LINE, 468.33 FEET TO A POINT ON A NORTHEASTERLY LINE OF PARCEL OFV0023B PER PLAT OF HIGHWAY DEDICATING SOUTH AVENUE O RECORDED MARCH 9, 2006 AS DOCUMENT 0606834023; THENCE NORTH 71 DEGREES 07 MINUTES 49 SECONDS WEST, ALONG SAID NORTHEASTERLY LINE, 427.62 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL OFV0045; THENCE NORTH 34 DEGREES 59 MINUTES 58 SECONDS WEST, 25.44 FEET; THENCE NORTH 01 DEGREES 25 MINUTES 45 SECONDS WEST, 82.38 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 209.98 FEET, ALONG SAID EASTERLY LINE BEING THE ARC OF A NON-TANGENT CIRCLE TO THE LEFT, HAVING A RADIUS OF 350.00 FEET AND WHOSE CHORD BEARS NORTH 18 DEGREES 36 MINUTES 58 SECONDS WEST, 206.84 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2,

THAT PART OF BLOCK 1 IN ILLINOIS STEEL COMPANY'S SOUTH WORKS RE-SUBDIVISION OF LOTS, PIECES AND PARCELS OF LAND IN SECTION 32, TOWNSHIP 38 NORTH, RANGE 15, AND IN SECTION 5, NORTH OF THE INDIAN BOUNDARY LINE, TOWNSHIP 37 NORTH, RANGE 15, NORTH OF THE INDIAN BOUNDARY LINE, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 1; THENCE ON AN ASSUMED BEARING OF NORTH 88 DEGREES 24 MINUTES 31 SECONDS EAST (NORTH 88 DEGREES 26 MINUTES 11 SECONDS EAST - RECORD) ALONG THE NORTH LINE OF SAID BLOCK 1, A DISTANCE OF 1219.24 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID

LINE, A DISTANCE OF 456.64 FEET

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TO AN ANGLE POINT; THENCE SOUTH 62 DEGREES 00 MINUTES 50 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID BLOCK 1, 301.42 FEET (301.28 FEET -RECORD) TO A POINT; THENCE SOUTH 14 DEGREES 05 MINUTES 37 SECONDS WEST, 925.21 FEET TO A POINT ON A NORTHEASTERLY LINE OF SOUTH AVENUE O PER PLAT OF HIGHWAY RECORDED MARCH 9, 2006 AS DOCUMENT 0606834023; THENCE NORTHWESTERLY 777.32 FEET (779.05 FEET - RECORD), ALONG THE ARC OF A NON-TANGENT CIRCLE TO THE LEFT, HAVING A RADIUS OF 815.00 FEET AND WHOSE CHORD BEARS NORTH 43 DEGREES 48 MINUTES 25 SECONDS WEST, 748.19 FEET TO A POINT OF TANGENCY; THENCE NORTH 71 DEGREES 07 MINUTES 49 SECONDS WEST, 98.77 FEET (98.01 FEET - RECORD); THENCE NORTH 14 DEGREES 05 MINUTES 37 SECONDS EAST, 468.33 FEET TO A POINT ON THE NORTH LINE OF SAID BLOCK 1; THENCE NORTH 88 DEGREES 24 MINUTES 31 SECONDS EAST, ALONG SAID NORTH LINE, 456.64 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF BLOCK 1 IN ILLINOIS STEEL COMPANY'S SOUTH WORKS RE-SUBDIVISION OF LOTS, PIECES AND PARCELS OF LAND IN SECTION 32, TOWNSHIP 38 NORTH, RANGE 15, AND IN SECTION 5, NORTH OF THE INDIAN BOUNDARY LINE, TOWNSHIP 37 NORTH, RANGE 15, NORTH OF THE INDIAN BOUNDARY LINE, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 1; THENCE ON AN ASSUMED BEARING OF NORTH 88 DEGREES 24 MINUTES 31 SECONDS EAST (NORTH 88 DEGREES 26 MINUTES 11 SECONDS EAST - RECORD) ALONG THE NORTH LINE OF SAID BLOCK 1, 1675.88 FEET (1677.00 FEET - RECORD) TO AN ANGLE POINT; THENCE SOUTH 62 DEGREES 00 MINUTES 50 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID BLOCK 1, 301.42 FEET (301.28 RECORD) FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE, 657.26 FEET TO A POINT; THENCE SOUTH 14 DEGREES 05 MINUTES 37 SECONDS WEST 816.32 FEET; THENCE SOUTH 88 DEGREES 25 MINUTES 05 SECONDS WEST 523.68 FEET TO A POINT ON THE EASTERLY LINE OF SOUTH AVENUE O PER PLAT OF HIGHWAY RECORDED MARCH 9, 2006 AS DOCUMENT 0606834023; THENCE CONTINUING SOUTH 88 DEGREES 25 MINUTES 05 SECONDS WEST ALONG A NORTHERLY LINE OF SAID HIGHWAY 25.00 FEET; THENCE NORTH 70 DEGREES 13 MINUTES 21 SECONDS WEST ALONG A EASTERLY LINE OF SAID HIGHWAY 26.84 FEET; THENCE NORTHERLY 212.10 FEET ALONG SAID EASTERLY LINE BEING THE ARC OF A NON TANGENT CIRCLE TO THE LEFT HAVING A RADIUS OF 815.00 FEET AND WHOSE CHORD BEARS NORTH 09 DEGREES 01 MINUTES 42 SECONDS WEST 211.50 FEET TO A POINT OF ON A NON TANGENT LINE; THENCE NORTH T4 DEGREES 05 MINUTES 37 SECONDS EAST, A DISTANCE OF 925.21 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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**Intergovernmental Agreement Concerning The Mud-To-Parks Program located on the Former United States Steel Company / USX / South Works Site with a Limited Joinder by United States Steel Corporation and Chicago Lakeside Development, LLC Schedule of Exhibits**

**Exhibit Exhibit Description**

A One Page Site Plan of the South Works Site Showing various Real

Estate Parcels (To be attached at closing)

B Form of Access / Use-License Agreement (To be attached at closing)

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