



# Office of the City Clerk

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## Legislation Text

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**File #:** O2015-192, **Version:** 1

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**Type: Title:**

**Committee(s) Assignment:**

Silverstein (50) Ordinance

Intergovernmental agreement with Chicago Park District regarding transfer of land for Barack Obama Presidential Center

Joint Committee: Budget and Government Operations; Housing and Real Estate; Special Events, Cultural Affairs and Recreation

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

January 21, 2015

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

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith, together with Aldermen Moreno, Dowell, Burns, Sawyer, Holmes, Harris, Beale, Pope, Balcer, Cardenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Mell, Austin, Colon, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Cappelman, Osterman, Moore and Silverstein, an ordinance authorizing the execution of an intergovernmental agreement with the Chicago Park District and associated transfer of land for the Barack Obama Presidential Center.

Your favorable consideration of this ordinance will be appreciated.

Mayor

Very truly yours,

## 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 Chicago Park District (the "Park District") is a body politic and corporate created pursuant to the Chicago Park District Act, 70 ILCS 1505/0.01, et seq., and a unit of local government under Article VII, Section 1 of the 1970 Constitution of the State of Illinois, and as such, has the authority to exercise control over and supervise the operation of all parks within the corporate limits of the City; and

WHEREAS, The Barack Obama Foundation, a nonprofit corporation organized under the laws of the District of Columbia (the "Foundation"), was established in January 2014 in order to plan and develop a multi-unit facility consisting of a library in which the presidential records of the Barack Obama presidency will be available for review and analysis ("Library"), a museum dedicated to the Barack Obama presidency ("Museum"), an academic institute to enhance the pursuit of the President's initiatives beyond 2017, the Foundation's executive and administrative offices, and other ancillary facilities, such as parking and landscaped open space (collectively, the "Presidential Center"); and

WHEREAS, the Foundation has been recognized as a tax-exempt organization under Section 501(c)(3) by the Internal Revenue Service; and

WHEREAS, the presidential records and artifacts of President Barack Obama and his administration will be under the custody and management of the National Archives and Records Administration of the United States ("NARA"), in accordance with the Presidential Libraries Acts of 1955 and 1986, the Presidential Records Act of 1978, the Presidential Historical Records Preservation Act of 2008, and any other statutes, regulations and executive orders governing Presidential libraries, and in connection therewith, the Foundation contemplates entering into a written agreement with NARA governing such custody and management; and

WHEREAS, in March 2014, the Foundation initiated a broad search for the future site of the Presidential Center, beginning with a Request for Qualifications open to all interested parties; and

WHEREAS, after narrowing the field to four institutions, including the University of Illinois-Chicago ("UIC") and the University of Chicago ("UChicago"), the Foundation requested comprehensive proposals from each institution; and

WHEREAS, UIC and UChicago submitted their proposals to the Foundation on December 11, 2014; and

WHEREAS, UIC's proposal includes two sites: the first consisting of approximately 23 acres in the North Lawndale neighborhood, near West Roosevelt Road and South Kostner Avenue, which would be the location of the Library and Museum, and the second on the east end of UIC's campus, which would house the Library's visitor center and "04" academic institute; and

WHEREAS, UChicago's proposal identifies three potential locations for the future Presidential Center, a location in the northwest portion of Washington Park, a location southwest of the Museum of Science and Industry in Jackson Park, and a location near the South Shore Cultural Center in Jackson Park; and

WHEREAS, the Park District is the owner of the park land identified in UChicago's proposal; and

WHEREAS, in early January, the Foundation raised concerns about both UIC's and UChicago's proposals; and

WHEREAS, with respect to UIC, the Foundation expressed concerns about a pending change in leadership and the uncertainty this raised about the university's long-term commitment to the proposal; and

WHEREAS, UIC was able to address the Foundation's concerns quickly and without City action, and

WHEREAS, the City supports the conveyance of City land in the North Lawndale community for the Library and Museum and the City Council will work to ensure that conveyance is conducted quickly and at minimal cost; and

WHEREAS, with respect to UChicago, the Foundation expressed concerns regarding the City's lack of control over the proposed park sites, and indicated that consolidating ownership of the sites and local decision-making authority in the City was a prerequisite to a successful bid; and

WHEREAS, a response from UChicago requires the City's intervention; and

WHEREAS, the City wishes to demonstrate its robust commitment to bringing the Presidential Center to Chicago, as it would indelibly seal President Obama's close and abiding relationship to the City, as well as provide a unique cultural and economic opportunity for Chicago's residents, and, therefore, the City is committed to doing everything it reasonably can to help both universities and their respective bids remain competitive; and

WHEREAS, the City and the Park District have eliminated the South Shore Cultural Center location from consideration as a potential location for the Presidential Center, but strongly support the location of the Presidential Center in either of the other two proposed locations in UChicago's proposal; and

WHEREAS, the Park District's portion of the Washington Park location is comprised of approximately 21 acres, and is legally described on Exhibit A and generally depicted on Exhibit B attached hereto (the "Washington Park Site"); and

WHEREAS, the Washington Park Site is generally bounded by South Martin Luther King Drive on the west, South Ellsworth Drive on the east, East Garfield Boulevard on the south, and East 51<sup>st</sup> Street on the north; and

WHEREAS, the proposed Washington Park location also includes land west of Martin Luther King Drive across the street from the Washington Park Site, but this land is owned

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primarily by UChicago and the Chicago Transit Authority and is not the subject of this ordinance; and

WHEREAS, the Jackson Park location is comprised of approximately 20 acres, and is legally described on Exhibit C and generally depicted on Exhibit D attached hereto (the "Jackson Park Site"), and

WHEREAS, the Jackson Park Site is generally bounded by South Stony Island Avenue on the west, South Cornell Drive on the east, East 60<sup>th</sup> Street on the north, and East 63<sup>rd</sup> Street on the south; and

WHEREAS, it is expected that the Foundation would devote approximately five (5) acres of the selected project site to the Presidential Center, and the remaining land would remain landscaped open space; and

WHEREAS, it is unknown at this time whether the Foundation will select UChicago's proposal and, if selected,

whether the Foundation will prefer the Washington Park location (or a portion thereof) or the Jackson Park location (or a portion thereof) as the future location of the Presidential Center (the portion of either location, if selected, owned by the Park District being herein referred to as the "Selected Site"); and

WHEREAS, in order to satisfy the Foundation's request for consolidated ownership and control in the event UChicago has the winning bid, the City wishes to acquire the Selected Site from the Park District, and the Park District wishes to convey the Selected Site to the City; and

WHEREAS, the announcement of the winning bid for the Presidential Center is expected to occur in the spring of 2015; and

WHEREAS, if UChicago has the winning bid, the final selection of the site for the Presidential Center is expected to occur in the fall or winter of 2015; and

WHEREAS, unless and until the Foundation selects UChicago as having the winning bid, title to and possession of the Washington Park Site and the Jackson Park Site shall remain vested in the Park District; and

WHEREAS, if UChicago has the winning bid, the deed from the Park District to the City for the Selected Site will contain a reversionary clause, providing that the Selected Site will revert to the Park District if it is not used as part of the Presidential Center; and

WHEREAS, the Park District is interested in acquiring land from the City in exchange for the loss of green space resulting from the construction of the Presidential Center, which the Park District and the City have mutually agreed to identify at a later date; and

WHEREAS, the Mayor is committed to assembling a group of leaders from open space and community groups to identify nearby land that can be converted to green space to replace the green space lost to the construction of the Presidential Center, and to look for opportunities to reinvest in and restore Olmsted parks; and

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WHEREAS, the City will introduce a separate ordinance authorizing the development, construction and operation of the Presidential Center on the Selected Site, if UChicago's proposal is selected, and

WHEREAS, it is anticipated that the City and the Foundation will enter into a long-term ground lease that will allow the Foundation to develop, construct and operate the Presidential Center, and that the Foundation will enter into a use agreement, sublease or other agreement with NARA to operate the Library and Museum; and

WHEREAS, the City Council finds that it is necessary and convenient to acquire the Selected Site from the Park District in order to facilitate the location, development, construction and operation of the Presidential Center in Chicago; and

WHEREAS, in providing UChicago with the ability to effectuate its proposal if selected, the City Council believes the City will have provided two equally viable proposals for the Presidential Center, one from UIC and one from UChicago, giving our City the greatest chance for selection; and

WHEREAS, the City Council stands in enthusiastic support behind both UIC and UChicago; and

WHEREAS, the City Council finds that the development of the Presidential Center in Chicago will expand the

City's cultural resources, promote economic development, strengthen surrounding communities, beautify and increase the use of existing park land or vacant land (depending on which institution and which site is selected), bring greater national and international visibility to the City, and serve other important public purposes; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois, authorizes state and local governing bodies to cooperate in the performance of their responsibilities by contracts and other agreements; 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 and provides for municipalities to convey, grant or transfer real estate held by the municipality to any other municipality upon the agreement of the corporate authorities governing the respective parties; and

*WHEREAS, while the City Council is confident in the quality and thoroughness of both UIC's and UChicago's proposals, the City defers to the sound judgment of the President and his Foundation as to the ultimate location of the Presidential Library; 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.

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SECTION 2. It is hereby determined and declared and found that it is useful, desirable, necessary and convenient that the City acquire the Selected Site for the public purpose of facilitating the location, development, construction and operation of the Presidential Center in Chicago.

SECTION 3 The City's acquisition of the Selected Site from the Park District 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 Park District for the Selected Site, subject to the approval of the Corporation Counsel.

SECTION 4. The Commissioner of the Department (the "Commissioner"), or the Commissioner's designee, is each hereby authorized, subject to the approval of the Corporation Counsel, to negotiate, execute and deliver an intergovernmental agreement between the City and the Park District in substantially the form attached hereto as Exhibit E (the "IGA"), and to execute such other documents and take such other actions as may be necessary or appropriate for the Department to accept title to the Selected Site on behalf of the City and to implement the provisions of this ordinance.

SECTION 5. 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 6. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall take effect immediately upon its passage and approval.

Attachments: Exhibit A - Legal Description of Washington Park Site Exhibit B - Depiction of  
Washington Park Site Exhibit C - Legal Description of Jackson Park Site Exhibit  
D - Depiction of Jackson Park Site Exhibit E - Intergovernmental Agreement

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EXHIBIT A

LEGAL DESCRIPTION OF WASHINGTON PARK SITE (SUBJECT TO FINAL SURVEY AND TITLE  
COMMITMENT)

THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:  
COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE 66.00 FOOT WIDE EAST 51ST STREET (IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 10) EXTENDED EASTERLY WITH A LINE DRAWN 66.00 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF THE 33.00 FOOT WIDE SOUTH DR. MARTIN LUTHER KING DRIVE (IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 10); THENCE ALONG AN ASSUMED BEARING OF SOUTH 01°34'05" EAST ALONG SAID PARALLEL LINE 51.85 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 19°58'40" EAST 92.02 FEET; THENCE SOUTHEASTERLY 505.51 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 87159.85 FEET CONCAVE NORTHEASTERLY AND WHOSE CHORD BEARS SOUTH 27°02'11" EAST, A DISTANCE OF 505.51 FEET; THENCE SOUTHEASTERLY 61.33 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 230.53 FEET CONCAVE NORTHEASTERLY AND WHOSE CHORD BEARS SOUTH 40°50'31" EAST, A DISTANCE OF 61.15 FEET; THENCE SOUTHEASTERLY 165.93 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 4235.68 FEET CONCAVE NORTHEASTERLY AND WHOSE CHORD BEARS SOUTH 47°41'13" EAST, A DISTANCE OF 165.92 FEET; THENCE SOUTHEASTERLY 118.21 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 583.37 FEET CONCAVE SOUTHWESTERLY AND WHOSE CHORD BEARS SOUTH 41°42'03" EAST, A DISTANCE OF 118.01 FEET; THENCE SOUTHEASTERLY 79.53 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 409.31 FEET CONCAVE SOUTHWESTERLY AND WHOSE CHORD BEARS SOUTH 30°28'31" EAST, A DISTANCE OF 79.40 FEET; THENCE SOUTHERLY 86.06 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 211.92 FEET CONCAVE WESTERLY AND WHOSE CHORD BEARS SOUTH 16°26'07" EAST, A DISTANCE OF 85.47 FEET; THENCE SOUTHERLY 207.65 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 2269.24 FEET CONCAVE WESTERLY AND WHOSE CHORD BEARS SOUTH 01°21'41" WEST, A DISTANCE OF 207.58 FEET; THENCE SOUTHERLY 229.24 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 4492.41 FEET CONCAVE WESTERLY AND WHOSE CHORD BEARS SOUTH 03°56'09" WEST, A DISTANCE OF 229.22 FEET; THENCE SOUTHERLY 216.89 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 2368.61 FEET CONCAVE WESTERLY AND WHOSE CHORD BEARS SOUTH 08°25'16" WEST, A DISTANCE OF 216.82 FEET; THENCE SOUTHERLY 231.88 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 3587.52 FEET CONCAVE WESTERLY AND WHOSE CHORD BEARS SOUTH 12°59'28" WEST, A DISTANCE OF 231.84 FEET; THENCE SOUTHERLY 163.66 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS

OF 6472.30 FEET CONCAVE WESTERLY AND WHOSE CHORD BEARS SOUTH 15°04'36" WEST, A DISTANCE OF 163.65 FEET; THENCE SOUTHERLY 232.94 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 1033.90 FEET CONCAVE EASTERLY AND WHOSE CHORD BEARS SOUTH 09°03'34" WEST, A DISTANCE OF 232.44 FEET; THENCE SOUTHERLY 177.24 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 13976.54 FEET CONCAVE WESTERLY AND WHOSE CHORD BEARS SOUTH 02°23'46" WEST, A DISTANCE OF 177.24 FEET; THENCE SOUTHERLY 77.65 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 3613.77 FEET CONCAVE WESTERLY AND WHOSE CHORD BEARS SOUTH 01°52'55" WEST, A DISTANCE OF 77.65 FEET; THENCE SOUTHERLY 33.77 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 368.19 FEET CONCAVE WESTERLY AND WHOSE CHORD BEARS SOUTH 05°29'43" WEST, A DISTANCE OF 33.76 FEET; THENCE SOUTHWESTERLY 42.61 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 100.03 FEET CONCAVE NORTHWESTERLY AND WHOSE CHORD BEARS SOUTH 29°51'20" WEST, A DISTANCE OF 42.29 FEET; THENCE SOUTH 88° 06'57" WEST 279.75 FEET TO THE AFOREMENTIONED PARALLEL; THENCE NORTH 01°34'05" WEST ALONG SAID PARALLEL LINE 2532.49 FEET TO THE POINT OF BEGINNING.

AREA OF PROPERTY = 909,301 SQ. FT. 20.87 ACRES

## EXHIBIT B

### DEPICTION OF WASHINGTON PARK SITE

(LAND SHADED IN BLACK AND IDENTIFIED WITH LETTER "A" BELOW)

## EXHIBIT C

### LEGAL DESCRIPTION OF JACKSON PARK SITE

(SUBJECT TO FINAL SURVEY AND TITLE COMMITMENT)

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF LOT A EXTENDED EASTERLY (BEING ALSO THE SOUTH LINE OF EAST 60TH STREET) WITH A LINE DRAWN 83.00 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT A IN MIDWAY PLAISANCE SUBDIVISION OF LOTS 1 AND 2 IN JACKSON PARK, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP AND RANGE AFORESAID; THENCE ALONG AN ASSUMED BEARING OF SOUTH 01°28'20" EAST ALONG SAID PARALLEL LINE (BEING ALSO A LINE DRAWN 83.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SOUTH STONY ISLAND AVENUE) A DISTANCE OF 1947.76 FEET TO ITS POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF EAST 63RD STREET; THENCE NORTH 2°2'43" EAST ALONG THE LAST MENTIONED NORTH LINE 443.73 FEET; THENCE NORTHEASTERLY 18.07 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 17.60 FEET CONCAVE NORTHWESTERLY AND WHOSE CHORD BEARS NORTH 27°56'23" EAST, A DISTANCE OF 17.29 FEET; THENCE NORTHERLY 86.95 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 716.01 FEET CONCAVE WESTERLY AND WHOSE CHORD BEARS NORTH 03°3'22" EAST, A DISTANCE OF 86.90 FEET; THENCE NORTHERLY 275.01 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 8170.68 FEET CONCAVE WESTERLY AND WHOSE CHORD BEARS NORTH

00°36'55" WEST, A DISTANCE OF 275.00 FEET; THENCE NORTHERLY 274.19 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 33202.06 FEET CONCAVE WESTERLY AND WHOSE CHORD BEARS NORTH 0°32'21" WEST, A DISTANCE OF 274.19 FEET; THENCE NORTHERLY 370.38 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 46381.16 FEET CONCAVE WESTERLY AND WHOSE CHORD BEARS NORTH 02°00'00" WEST, A DISTANCE OF 37037 FEET; THENCE NORTHERLY 289.18 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 4320.08 FEET CONCAVE WESTERLY AND WHOSE CHORD BEARS NORTH 03°29'29" WEST, A DISTANCE OF 289.12 FEET; THENCE NORTHERLY 78.74 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 1339.63 FEET CONCAVE WESTERLY AND WHOSE CHORD BEARS NORTH 08°06'06" WEST, A DISTANCE OF 78.73 FEET; THENCE NORTHERLY 124.30 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 1708.00 FEET CONCAVE WESTERLY AND WHOSE CHORD BEARS NORTH 10°13'51" WEST, A DISTANCE OF 124.27 FEET; THENCE NORTHERLY 103.38 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 1554.40 FEET CONCAVE WESTERLY AND WHOSE CHORD BEARS NORTH 13°44'00" WEST, A DISTANCE OF 103.36 FEET; THENCE NORTHERLY 115.67 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 2362.24 FEET CONCAVE WESTERLY AND WHOSE CHORD BEARS NORTH 16°41'26" WEST, A DISTANCE OF 115.65 FEET; THENCE NORTHERLY 131.39 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 5124.48 FEET CONCAVE WESTERLY AND WHOSE CHORD BEARS NORTH 19°38'49" WEST, A DISTANCE OF 131.39 FEET; THENCE NORTHERLY 70.16 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 1518.99 FEET CONCAVE WESTERLY AND WHOSE CHORD BEARS NORTH 17°01'57" WEST, A DISTANCE OF 70.15 FEET; THENCE NORTHERLY 36.40 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 220.63 FEET CONCAVE WESTERLY AND WHOSE CHORD BEARS NORTH 27°00'59" WEST, A DISTANCE OF 36.35 FEET TO ITS POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE AFORESAID SOUTH LINE OF EAST 60TH STREET; THENCE SOUTH 88°44'S3" WEST ALONG THE LAST MENTIONED SOUTH LINE 294.20 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

CONTAINING 851,194 SQUARE FEET. OR 19.54 ACRES MORE OR LESS.

EXHIBIT D DEPICTION OF JACKSON

PARK SITE

(LAND SHADED IN BLACK AND IDENTIFIED WITH LETTER "B" BELOW)

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement") is made and entered into on or as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Chicago Park District, an Illinois municipal corporation (the "Park District"), and the City of Chicago, an Illinois municipal corporation and home rule unit of government (the "City"), acting by and through its Department of Planning and Development ("DPD").

RECITALS



WHEREAS, the Park District is the owner of the real property legally described on Exhibit A attached hereto and depicted on Exhibit B attached hereto (the "Washington Park Site"), and

WHEREAS, the Washington Park Site is comprised of approximately 21 acres and is located in the northwest portion of Washington Park; and

WHEREAS, the Washington Park Site is generally bounded by South Martin Luther King Drive on the west, South Ellsworth Drive on the east, East Garfield Boulevard on the south, and East 51<sup>st</sup> Street on the north; and

WHEREAS, the Park District is also the owner of the real property legally described on Exhibit C attached hereto and depicted on Exhibit D attached hereto (the "Jackson Park Site"); and

WHEREAS, the Jackson Park Site is comprised of approximately 20 acres and is located southwest of the Museum of Science and Industry in Jackson Park; and

WHEREAS, the Jackson Park Site is generally bounded by South Stony Island Avenue on the west, South Cornell Drive on the east, East 60<sup>th</sup> Street on the north, and East 63<sup>rd</sup> Street on the south; and

WHEREAS, The Barack Obama Foundation, a nonprofit corporation organized under the laws of the District of Columbia (the "Foundation") was established in January 2014 in order to plan and develop a multi-unit facility consisting of a library in which the presidential records of the Barack Obama presidency will be available for review and analysis ("Library"), a museum dedicated to the Barack Obama presidency ("Museum"), an academic institute to enhance the pursuit of the President's initiatives beyond 2017, the Foundation's executive and administrative offices, and other ancillary facilities, such as parking and landscaped open space (collectively, the "Presidential Center"); and

WHEREAS, in March 2014, the Foundation initiated a broad search for the future site of the Presidential Center, beginning with a Request for Qualifications open to all interested parties; and

WHEREAS, after narrowing the field to four institutions, including the University of Illinois-Chicago ("UIC") and the University of Chicago ("UChicago"), the Foundation requested comprehensive proposals from each institution, and

WHEREAS, UIC and UChicago submitted their proposals to the Foundation on December 11, 2014; and

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WHEREAS, UChicago's proposal identifies the Washington Park Site and the Jackson Park Site as potential locations for the future Presidential Center; and

WHEREAS, in early January, the Foundation expressed concerns regarding the City's lack of control over these sites, and indicated that consolidating ownership of the sites and local decision-making authority in the City was a prerequisite to a successful bid, and

WHEREAS, the City and the Park District wish to address the Foundation's concerns and demonstrate their mutual commitment to bringing the Presidential Center to Chicago, and

WHEREAS, the City and the Park District strongly support the location of the Presidential Center in either proposed location; and

WHEREAS, it is unknown at this time whether the Foundation will select UChicago's proposal and, if selected, whether the Foundation will prefer the Washington Park Site (or a portion thereof) or the Jackson Park Site (or a portion thereof) as the future location of the Presidential Center (either site, if selected, or any portion thereof, the "Selected

Site"); and

WHEREAS, in order to satisfy the Foundation's request for consolidated ownership and control in the event UChicago has the winning bid, the City wishes to acquire the Selected Site from the Park District, and the Park District wishes to convey the Selected Site to the City; and

WHEREAS, the announcement of the winning bid for the Presidential Center is expected to occur in the spring of 2015; and

WHEREAS, if UChicago has the winning bid, the final selection of the site for the Presidential Center is expected to occur in the fall or winter of 2015; and

WHEREAS, unless and until the Foundation selects UChicago as having the winning bid, title to and possession of the Washington Park Site and the Jackson Park Site shall remain vested in the Park District; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes state and local governing bodies to cooperate in the performance of their responsibilities by contracts and other agreements; 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 and provides for municipalities to convey, grant or transfer real estate held by the municipality to any other municipality upon the agreement of the corporate authorities governing the respective parties; and

WHEREAS, by resolution adopted on \_\_\_\_\_, 2015, the Board of Commissioners of the Park District authorized the execution of this Agreement by the Park District's General Superintendent and the Park District's performance of its obligations hereunder; and

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WHEREAS, by ordinance adopted by the City Council of the City on \_\_\_\_\_, 2015 and published at pages \_\_\_\_\_ to \_\_\_\_\_ in the Journal of the Proceedings of the City Council of such date, the City authorized the execution of this Agreement by the commissioner of DPD. and the City's performance of its obligations hereunder

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, and for the purpose of intergovernmental cooperation, the parties agree as follows

1        Transfer of Selected Site to the City The Park District agrees to convey by quitclaim deed, and the City agrees to accept, all of the Park District's right, title and interest in the Selected Site on the Closing Date as defined in Section 3 hereof and subject to the terms of this Agreement The City agrees to accept the Selected Site in its "as is" condition and subject to a reversionary clause, providing that the Selected Site will revert to the Park District if it is not used for the Presidential Center. The transfer of the Selected Site to the City is contingent upon the Foundation selecting UChicago as having the winning bid for the Presidential Center Unless and until the Foundation selects UChicago, title to and possession of the Selected Site shall remain vested in the Park District.

2        No Obligation to Provide Title and Survey; No Warranties. The Park District shall have no obligation to provide a survey of the Selected Site, title insurance or any other documentation of any nature concerning the Selected Site. The City acknowledges and agrees that it is not relying on any express or implied warranties, promises, guarantees,

or representations made by the Park District or anyone acting or claiming to act on behalf of the Park District in acquiring the Selected Site. The City hereby expressly disclaims any express or implied warranties or covenants as to the value, character, quality, quantity or condition of the Selected Site or any improvements thereon.

3. Closing Date. The closing date for transfer of title to the Selected Site ("Closing Date") will occur at a date designated by the City, but in no event earlier than the date the Foundation selects UChicago as having the winning bid.

4. Delivery of Possession. Possession of the Selected Site shall be delivered on the Closing Date.

5. Park District's Continuing Right to Use. From the Closing Date through the date the City and the Foundation have satisfied or waived all conditions to closing on the execution of a ground lease for the Selected Site, which is not expected to occur until the Foundation is ready to begin construction on the Presidential Center (the "Turnover Date"), the Park District shall have the right to continue to use the Selected Site for its existing purposes, subject to the terms and conditions of this Agreement. The Park District shall be named as an additional insured on any liability insurance policies obtained by the City, the Foundation or their contractors with respect to the Selected Site, and the City shall be named as an additional insured on any liability insurance policies obtained by the Park District or its contractors or licensees with respect to the Selected Site. The Park District shall not enter into any agreements for the development, improvement or use of the Selected Site without the prior written consent of the City, which shall be in the City's sole discretion. The foregoing prohibition shall exclude only improvement and use agreements entered into by the Park District in the ordinary course of business and necessary to the continued use and operation of the Selected Site. Prior to the Turnover Date, the Park District shall maintain the Selected Site in good condition and repair, in a manner consistent with all other similarly situated Park District properties.

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6 Land Approvals The Park District shall have no obligation to obtain any zoning or other land use approvals that may be required for the Presidential Center, provided, however, the Park District agrees to cooperate with the City to the extent necessary to obtain such approvals

7 Environmental Condition

a) The City acknowledges and agrees that the Park District has made no representations concerning the presence or absence of Hazardous Substances (as defined below) on the Selected Site or any property adjacent thereto and that the Park District has made no representations concerning the existence or non-existence of any violation, past or present, of Environmental Laws (as defined below) affecting the Selected Site. The City hereby waives any and all claims, actions, causes of action, suits or demands of any nature against the Park District 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 Selected Site, regardless of the results of such investigation) suffered by the City as a result of the presence or possible presence of any Hazardous Substances on or near the Selected Site or the violation, at any time in the past, present, or future, of any Environmental Laws affecting the Selected Site. This waiver shall survive the Closing.

b) **As used in this Agreement, the following terms shall have the following meanings:**

"Environmental Laws" means any and all Laws relating to the regulation and protection of human health, safety, the environment and natural resources now or hereafter in effect, as amended or supplemented from time to time, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 et seq., the Occupational

Safety and Health Act, 29 U.S.C. § 651 et seq., any and all regulations promulgated under such Laws, and all analogous state and local counterparts or equivalents of such Laws, including, without limitation, the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq., and the common law, including, without limitation, trespass and nuisance.

"Hazardous Substances" means any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Laws, or any pollutant, toxic vapor, or contaminant, and shall include, but not be limited to, petroleum (including crude oil or any fraction thereof), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

"Laws" means all applicable federal, state, county, municipal or other laws (including common law), statutes, codes, ordinances, rules, regulations, executive orders or other requirements, now or hereafter in effect, as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof,

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including any applicable judicial or administrative orders, consent decrees or judgments.

8 Right of Entry. The Park District hereby grants to the City and the Foundation, and their contractors, a right of entry to perform reasonable investigations and inspections of the Washington Park Site and the Jackson Park Site from the date hereof through the Closing Date, provided that the City shall have no obligation to perform such investigations under this Agreement. The Foundation also shall have the right, provided it obtains the prior consent of the City and the Park District, which consent shall not be unreasonably withheld, to maintain periodic community, media and/or fundraising events on the Washington Park Site and the Jackson Park Site prior to the Closing. Prior to exercising such right of entry, the City shall provide, or shall require and cause the Foundation or its contractor(s) to provide, to the Park District insurance reasonably acceptable to the Park District (naming the Park District as an additional insured) as a condition to entering the Washington Park Site or the Jackson Park Site, as applicable, to protect the Park District 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 such site. The City hereby releases the Park District from any claims, liabilities, costs, or expenses incurred as a result of its activities or presence on the Washington Park Site and the Jackson Park Site.

9 Warranties and Representations. In connection with the execution of this Agreement, the City and Park District each warrant and represent that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein.

10. Non-liability of Public Officials. No official, employee or agent of the City or the Park District 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 the City's or Park District's execution or any breach hereof.

11. Entire Agreement. This Agreement, and the exhibits attached hereto and incorporated herein, shall constitute the entire Agreement between the parties. There are no representations, warranties, conditions or other agreements, whether direct or collateral, or express or implied, that form part of or affect this Agreement, or that induced any party to enter into this Agreement or on which reliance is placed by any party, except as specifically set forth in this Agreement.

12. No Third Party Beneficiary. Except for the limited rights granted to the Foundation and its contractors pursuant to Section 8 above, this Agreement is for the sole and exclusive benefit of the City, the Park District and their respective successors and assigns.

13. 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.

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

15. Authority. The conveyance and acceptance of the Selected Site is authorized under the Local Government Property Transfer Act.

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16 Amendments No changes, amendments, modifications or discharge of this Agreement, or any part hereof, shall be valid unless in writing and signed by authorized officers of the City and Park District or their respective successors and/or assigns.

17 Severability If any provisions of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentence clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

18. Interpretation. Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

**19. Cooperation. The City and Park District agree at all times to cooperate fully with one another in the implementation of this Agreement.**

**20. Assignment. Neither the City nor the Park District 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.**

**21. Force Majeure. Neither the City nor Park District shall be obligated to perform any of their obligations hereunder if prevented from doing so by reasons outside of their reasonable control, including but not limited to, events of force majeure.**

22. Time of Essence. Time is of the essence in this Agreement.

23. Waiver. The failure by either party to enforce any provisions of this Agreement shall not be construed as a waiver or limitation on that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

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

If to the Park District: Chicago Park District  
541 North Fairbanks Chicago, Illinois 60611 Attn:  
General Superintendent

With a copy to: Chicago Park District  
Office of the General Counsel

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If to the City. 541 North Fairbanks Chicago, Illinois 60611  
Attn General Counsel

City of Chicago

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

With a copy to:

City of Chicago Department of Law Real Estate and Land  
Use Division 121 N. LaSalle Street, Room 600 Chicago,  
Illinois 60602 Attn. Deputy Corporation 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 provided in this section.**

**25. Termination. This Agreement shall commence as of the date of execution and shall terminate on the Closing Date, upon which any contractual responsibilities to the other party shall terminate; provided, however, if the Foundation selects a site other than the Washington Park Site or the Jackson Park Site as the location of the Presidential Center, this Agreement and all provisions herein and any associated documentation shall automatically be extinguished and shall be considered null and void with no legal effect whatsoever, and such extinguishment shall require no further action by the Park District Board of Commissioners, General Superintendent or any delegates or assigns and shall be effective at such time as an official selection announcement is made.**

*(Signature Page Follows)*

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and r first above written.

CITY OF CHICAGO, a municipal corporation and home rule unit of government,

By:  
Andrew J. Mooney  
Commissioner of Planning and Development

CHICAGO PARK DISTRICT, an Illinois municipal corporation

By:  
Michael P. Kelly  
General Superintendent and CEO

*APPROVED AS TO FORM AND LEGALITY:*

**By:**  
**First Deputy General Counsel**

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**EXHIBIT A**

**LEGAL DESCRIPTION OF WASHINGTON PARK SITE**

(SEE "EXHIBIT A" ATTACHED TO ORDINANCE)

**EXHIBIT B**

**DEPICTION OF WASHINGTON PARK SITE**

(SEE "EXHIBIT B" ATTACHED TO ORDINANCE)

**EXHIBIT C**

**LEGAL DESCRIPTION OF JACKSON PARK SITE**

(SEE "EXHIBIT C" ATTACHED TO ORDINANCE)

**EXHIBIT D**

**DEPICTION OF JACKSON PARK SITE**

(SEE "EXHIBIT D" ATTACHED TO ORDINANCE)