

AN AGREEMENT BETWEEN THE VILLAGE OF OAK PARK
AND THE PARK DISTRICT OF OAK PARK FOR THE TRANSFER
OF REAL PROPERTY FOR PARK AND RECREATIONAL PURPOSES

THIS AGREEMENT (this "Agreement") is entered into as of the 5th day of December 2005, by and between the VILLAGE OF OAK PARK, an Illinois home-rule municipal corporation (the "Village"), and the PARK DISTRICT OF OAK PARK, an Illinois municipal corporation and park district established pursuant to the Illinois Park District Code (the "Park District").

Section 1. Background and Intent.

Since the establishment of the Park District of Oak Park in 1912 and the Village's Recreation Department in 1926, the Village and the Park District shared responsibility for providing park and recreation services, programs, and activities (collectively "Services") for the Oak Park community. Over the years, land was acquired, parks were established, and buildings and facilities were developed for those Services.

The Village and the Park District each have owned park land and facilities, and both the Village and the Park District provided Services. Eventually it became clear to the Village and the Park District that the Oak Park community may be served better and more efficiently if the Park District became the principal provider of those Services. The Village and the Park District entered into understandings and agreements intended to increase cooperation and decrease duplication of efforts. That period of cooperation culminated in the late 1970's and early 1980's with dissolution of the Village's Recreation Department and the shifting of all responsibility to the Park District for providing the Services.

Currently the Park District owns most of the land, and some of the facilities, it uses to provide the Services. The Village, however, owns many of the recreation center buildings and some land.

Meanwhile, the Park District owns certain land that is not useful for the Services it provides and would be more appropriate in the ownership of the Village.

The intent of this Agreement is to complete the transfer of responsibility for providing the Services by transferring from the Village to the Park District the park and recreation property and facilities owned by the Village. At the same time, it is appropriate for the Park District to transfer to the Village the property owned by the Park District that not useful for providing the Services.

Section 2. Authority.

The Village and the Park District have the authority to enter into this Agreement pursuant to the Article VII, Section 10 of the Illinois Constitution, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and other applicable authority.

Section 3. Properties to be Transferred in Fee Simple by the Village.

The Village shall transfer to the Park District, in accordance with the provisions of Section 6 of this Agreement, fee simple title to the following properties:

- A. Andersen Center and adjacent park property.
- B. Barrie Center (*see also Section 4*).
- C. Carroll Center and adjacent park property (*see also Section 4*).
- D. Field Center and adjacent park property (*see also Section 4*).
- E. Fox Center and adjacent park property.
- F. Longfellow Center and adjacent park property.
- G. Randolph-Grove Tot Lot and adjacent park property.
- H. Stevenson Center (*see also Section 4*).
- I. Wenonah-Harrison Tot Lot.

Surveys depicting the property to be transferred by the Village to the Park District are attached to this Agreement as Exhibit A. Certain surveys that have not been completed as of the date of execution of this Agreement, or that require revision or correction after the date of this Agreement, shall be included in Exhibit A immediately after such completion, revision, or correction and approval by the Village Attorney for the Village and the Executive Director of the Park District and shall be deemed to have been included as of the date of execution of this Agreement.

Section 4. Other Property Interests to be Transferred by the Village.

In addition to the transfers in Section 3 of this Agreement, the Village shall transfer the following interests to the Park District:

- A. Barrie Center. At Barrie Center, the Village shall grant to the Park District a leasehold interest for 99 years to the surface of and the air space above the water reservoir for park and recreation services, programs, and facilities.

- B. Carroll Center. At Carroll Center, the Village shall transfer fee simple title to the Park District to certain property abutting the Carroll Center building that is part of the adjacent park and also transfer fee simple title to Oak Park Elementary School District 97 to certain property owned by the Village immediately adjacent to and underneath Lincoln Elementary School, as depicted on the survey attached to this Agreement as part of Exhibit A.
- C. Field Center. At Field Center, the Village shall transfer fee simple title to the Park District to certain property abutting the Field Center building that is part of the adjacent park and also transfer fee simple title to Oak Park Elementary School District 97 to certain property owned by the Village adjacent to Mann Elementary School, as depicted on the survey attached to this Agreement as part of Exhibit A.
- D. Stevenson Center. At Stevenson Center, the Village shall grant to the Park District a leasehold interest for 99 years to the surface of and the air space above the two water reservoirs for park and recreation services, programs, and facilities.
- E. Access and Use Rights Acquired from District 97. The Village hereby grants, conveys, and assigns (the "conveyance") to the Park District all rights acquired by the Village from Oak Park Elementary School District #97 (the "School District") through Section 1 of the "Intergovernmental Agreement Between The Village Of Oak Park And School District 97" dated November 2004 (the "School Agreement") for access and use for recreational purposes of the vacant parcels of School property identified in Attachment A to the School Agreement. If necessary, the Village will (i) enter into such additional agreement, assignment, or other document as may be necessary and appropriate to achieve the conveyance and (ii) upon the request of the Park District, reasonably assist the Park District in securing such access rights directly from the School District.

Section 5. Properties to be Transferred in Fee Simple by the Park District.

The Park District shall transfer to the Village, in accordance with the provisions of Section 6 of this Agreement, fee simple title to the following properties:

- A. Kenilworth Avenue parkway.
- B. LeMoyne Boulevard parkway. In addition to transferring fee simple title to LeMoyne Boulevard parkway to the Village, the Park District has allotted \$20,000 in its fiscal year 2006 budget for

improvements to the planter boxes in that parkway. The Village, through its Village Manager, and the Park District, through its Executive Director, shall enter into a letter agreement that sets forth the scope and timing of, and the responsibility for, the making of those improvements and the details regarding payment by the Park District's of its \$20,000 for those improvements.

- C. Randolph Street parkway.
- D. That portion of the property owned by the Park District adjacent to Rehm Park that lies underneath and immediately adjacent to the Oak Park Fire Station located at the southeast corner of the intersection of Ridgeland Avenue and Garfield Street.

Surveys depicting the property to be transferred by the Park District to the Village are attached to this Agreement as Exhibit B. Certain surveys that have not been completed as of the date of execution of this Agreement, or that require revision or correction after the date of this Agreement, shall be included in Exhibit B immediately after such completion, revision, or correction and approval by the Village Attorney for the Village and the Executive Director of the Park District and shall be deemed to have been included as of the date of execution of this Agreement.

Section 6. Conditions and Requirements to Complete Transfers between Village and Park District.

The following conditions and requirements shall apply to transfers of fee simple title between the Village and the Park District:

- A. Consideration. The consideration for the transfer of each property shall be compliance with the provisions of this Agreement and the sum of \$10.00.
- B. Physical Condition. Each party shall accept the properties being transferred to it in an "as is" condition. Each party, by acquiring a given property, shall be deemed to have acknowledged that it has had the opportunity to inspect that property and to have made all examinations and it desired to satisfy itself as to the condition of that property.
- C. Escrow and Closing. Each transfer shall be consummated through a "New York style" deed and money escrow with Chicago Title Insurance Company (the "Title Company") on the terms and conditions provided herein and such additional terms and conditions as are agreed to between the Village and the Park District in the instructions for the escrow. The closing for each property shall be conducted at a mutually satisfactory time and place. It is the desire

and intention of the parties that each transfer, and all of the transfers, be completed expeditiously.

- D. Fee Simple Title. Each party shall convey good and marketable fee simple title to the other party by recordable quit claim deed, subject only to the permitted exceptions contained in the pro forma title commitment delivered pursuant to Subparagraph (e) of this Section 7.2, which may include the following:
- (i) covenants, restrictions, and easements of record that do not materially interfere with the use and occupancy of the property for its intended use; and
 - (ii) other exceptions determined and agreed to by the Parties prior to the closing in the manner set forth in this Agreement.
- E. Title Insurance. Each party may secure, for the properties being transferred to it, a commitment for an Owner's Policy of Title Insurance issued by the Title Company.
- F. Surveys. The Park District is securing surveys of each property being transferred to the Park District. At the Village's request, the Park District shall secure surveys for the properties being transferred to the Village. Each such survey shall show no encroachments onto or over the boundaries of the subject property and no easements or potential claims for easement or adverse possession not shown by the public records and otherwise be in a form that is reasonably acceptable to the Village. The Village shall bear all costs and charges in connection with the procurement of each survey prepared for property being transferred to the Village.
- G. Title and Survey Defects. If the transferee, not fewer than 10 days prior to the anticipated date of closing, notifies the transferor in writing about exceptions to title disclosed by the title commitment that are not among the permitted exceptions or about un-permitted survey defects, then the transferor shall endeavor promptly to have those title or survey defects cured or insured over. The date of closing shall be extended for so long as it is necessary to permit the transferor to remove or cause the Title Company to insure over said title or survey defects.
- If the transferee does not object to any title exceptions or survey defects prior to the applicable dates, then the transferee will have waived its right to object thereto and all such matters shall thereafter be deemed permitted exceptions to title.
- H. Costs. The Park District shall bear all costs and charges in connection with the issuance of the title policies referred to herein and the costs of recording the deeds and any other conveyance

documents necessary to convey fee simple title as provided herein. The Parties shall share equally the costs of the deed and money escrow described in Subsection C above.

- I. Transferor Documents. As a condition to closing, the transferor shall deliver the following, or cause the following to be delivered, to the escrowee:
 - (i) the deed; and
 - (ii) such other documents, instruments, certifications, and confirmations as may be reasonably required and designated by the Title Company to fully effect and consummate the transaction contemplated hereby and to issue a title policy.
- J. Transferee Documents. As a condition to closing, the transferee shall deliver the following, or cause the following to be delivered, to the escrowee:
 - (i) the purchase price; and
 - (ii) such other documents, instruments, certifications, and confirmations as may be reasonably required by the Title Company to fully effect and consummate the transaction contemplated hereby and issue a title policy.
- K. Reversion Clause. Each deed of transfer of property from the Village to the Park District shall include a condition stating that fee simple to the property being transferred shall be subject to reversion to the Village in the event the Park District is dissolved or the Park District declares that it no longer desires or intends to use the property for park or recreation services or programs, or the Park District attempts to transfer the property to a third party for a use other than park or recreation services or programs.

Section 7. Final Payments of Village Funding Support.

Pursuant to the "[Fourth] Amended Agreement for Intergovernmental Cooperation between the Park District of Oak Park and the Village of Oak Park" dated March 3, 1997, as extended by the "Resolution Authorizing Execution of an Amended Agreement for Intergovernmental Cooperation with the Park District of Oak Park" adopted by the Village on December 6, 2004, the Village has compensated the Park District annually for park and recreation services, programs, and facilities provided by the Park District for the residents of the Village. The Village shall provide such compensation to the Park District for 2005 through 2007 in the following amounts:

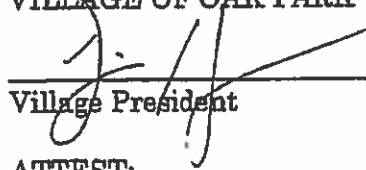
- A. For 2005: \$1,647,811.

- B. For 2006: \$1,685,545.
- C. For 2007: \$1,685,545 *times* the CPI-W of the Consumer Price Index as published by the Bureau of Labor Statistics for the period July 1, 2006, through June 30, 2007, or 5 percent, whichever is less.

The funds for each year shall be paid in four equal installments at the beginning of each calendar quarter.

IN WITNESS WHEREOF, the Village and the Park District have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.


VILLAGE OF OAK PARK


Village President

ATTEST:


Village Clerk

PARK DISTRICT OF OAK PARK


President, Board of Commissioners

ATTEST:


Secretary

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