

AN AGREEMENT BETWEEN THE FOREST PRESERVE DISTRICT OF COOK COUNTY, ILLINOIS AND THE CHICAGO ZOOLOGICAL SOCIETY, FOR THE MAINTENANCE AND OPERATION OF A ZOOLOGICAL PARK ON LANDS OF THE FOREST PRESERVE DISTRICT.

Be it ordained by the Board of Commissioners of the Forest Preserve District of Cook County in the State of Illinois.

Section 1. The District hereby sets aside and allots to the Chicago Zoological Society for the maintenance and operation of a zoological park, by said Society, a tract of land belonging to the district and situated in Cook County, Illinois and particularly described in the following section.

Section 2. The President and Secretary of this Board are hereby authorized, empowered and directed to execute, on behalf of the Forest Preserve District of Cook County, an agreement between it and the Chicago Zoological Society a corporation not for pecuniary profit, organized under the laws of the State of Illinois for the purpose of maintaining, and operating a zoological park, making collections of animals and promoting zoology and kindred subjects and for the instruction and recreation of the people which contract is as follows:

THIS AGREEMENT, MADE this 8th day of April 1986, by and between the Forest Preserve District of Cook County, Illinois, a municipal corporation of Illinois, first party, hereinafter called the "District", and the Chicago Zoological Society, a corporation of Illinois, not for pecuniary profit, as a second party, hereinafter called the "Society"

WITNESSETH:

WHEREAS, the Society was incorporated to found, maintain and operate a zoological park in Cook County, Illinois, and to collect and exhibit collections of animals and to promote the education and recreation of the people; and

WHEREAS, the District was by an Act of Illinois Legislature entitled, "An Act Concerning Zoological Parks in Forest Preserve District", approved June 28, 1923, authorized to contract with the directors or trustees of any zoological society relative to the erection, operation and maintenance of a zoological park, and the collection and display of animals within any Forest Preserve; and

WHEREAS, the District desires to contract with the Society to maintain and operate as hereinafter provided a zoological park in the Forest Preserve District of Cook County, Illinois, and the Society is willing to maintain and operate such a park.

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereto, the parties covenant and agree as follows:

1. The District hereby sets apart for the maintenance and operation thereon of a zoological park, and the collection and display of animals, and such other collections as is customary in zoological parks and for such other purposes as are incident to and usual in the conduct and maintenance of zoological parks, and for no other purpose whatsoever, a tract of land in said Forest Preserve District described as follows:

Commencing at a point where the Center line of Rockefeller Avenue (formerly 34th St.) extended easterly, intersects the West line of First Avenue (formerly Forbes Rd.) in the Fifth Division of Riverside, Section Thirty-five (35) Township Thirty-nine (39) North, Range Twelve (12) East of the Third Principal Meridian; thence north on the West line of First Avenue (formerly Forbes Rd.) to the South line of Thirty-first (31st) Street; thence west on the South line of 31st Street to the East line of Prairie Avenue, thence south on the East line of Prairie Avenue to the North line of Garfield Avenue; thence east on the North line of Garfield Avenue on hundred forty-one and six tenths (141.6) feet more or less to a point on the East line of the 16 foot alley in Block 1 in Brookfield Manor; thence south along the East line of the alley in Blocks 14 and 15 in Brookfield Manor and said East line extended, across Garfield Avenue and Jackson Street to a point in the South line of the former right-of-way of the West Towns Electric Railway Company; thence easterly along said former right-of-way line to the Center line of Salt Creek; thence southerly along the Center line of Salt Creek to a point in a line sixty-six (66) feet north of and parallel to the Center line of Washington Street; thence east along said parallel line to the West line of Section Thirty-five (35), Township Thirty-nine (39) North, Range Twelve (12) East of the Third Principal Meridian; thence north on said West line of Section Thirty-five (35), to the south line of the former right-of-way of West Towns Electric Railway Company in the Village of Brookfield, Cook County, Illinois; thence east on said South line of said former right-of-way to the East line of Hollywood Avenue; thence south along the east line of Hollywood Avenue to the North line of Rockefeller Avenue (34th Street); thence east along the North line of Rockefeller Avenue (34th Street) to the East line of Golf Avenue;

thence south along the East line of Golf Avenue to the South line of lot Three Hundred Five (305) in the Fifth Division of Riverside; thence east along the South line of said lot 305 and said South line extended easterly to the West line of First Avenue (Forbes Road); thence north along the West line of First Avenue to the place of beginning; containing approximately 180 acres.

Also Block 35, the S 1/2 of Block 34, the S 1/2 of Block 28, west of Golf Road or Second Avenue, and the W 1/2 of Block 27 all in Kimbark and Hubbard sub of the S 1/2 of Section 26 T39N R12E of the third principal meridian in Cook County, Illinois, containing 20.68+ acres. Said parcel to be utilized for parking of automobiles and to be free to the visiting public on such day or days as the General Superintendent of the Forest Preserve District shall designate.

Also, the N 1/2 of Block 34 and the NW 1/4 of Block 28 and the S 1/2 of Blocks 31 and 32 and W 1/2 of Block 29 all of Block 33 in the Zoological Park addition being a subdivision of Blocks 38, 39 and 40 in Kimbark and Hubbard Subdivisions of S 1/2 of Sec. 26 T39N, R12E Recorded June 20, 1927 Document 9691850 containing 26 plus/minus acres.

2. The Society shall provide the animals and collections for said Park, and shall devote all its funds, income and donations (except as otherwise specifically provided by the donors) to the establishment, maintenance, operation and development of said Zoological Park, and the collection and display of the animals and other collections usual and available for that purpose.

3. The Society shall operate and maintain said Park and the buildings and other structures and enclosures, and all other property in said Park, and in so doing shall care for the animals and collections of animals and keep said buildings and structures in a reasonable and proper state of repair and maintain the same and the grounds within the Park in a clean and sanitary condition. The Society shall, from funds budgeted by the District under paragraph 5 below, select and provide all animals, equipment, materials and supplies necessary and proper to carry out the purposes of this agreement, and shall have entire control and management, of said Park, and its collections, and shall appoint, employ, direct, control, promote or remove all persons engaged in the management, care or operation of said Park, and shall fix and pay their respective salaries and compensations.

All employees shall be chosen and their salaries fixed and promotions made solely on the basis of their fitness and ability for the duties assigned them; provided, however, that no member of the Board of Trustees, or Governing Member of the Society shall be paid any salary or shall directly or indirectly receive for services as a Trustee or Governing Member any compensation from the Society.

4. The District shall levy and collect annually, under the authority granted by the Act approved June 28, 1923, such tax as may be needed for the maintenance and operation of said Zoological Park, including (without being taken to limit or abridge the foregoing) the maintenance, care and management of all structures, enclosures and improvements made therein from time to time and of animals therein, and the payment of the compensation of the director and other employees of the Society employed in the management and care of said Park and the collections therein.

5. On or before the first day of January in each year the Society shall furnish to the District an itemized budget setting out the particular purposes for, and an estimate, properly itemized, of the actual costs, including reasonable overhead of each of the items in connection with, which the Society desires to expend money during the succeeding year. In case any such budget is submitted, the same shall be passed upon by the Commissioners of the District. All items contained in said budget which are not expressly disapproved or modified by a vote of the Commissioners of the District shall be considered to have been approved by them. All monies received by the District from the County Treasurer in any year for taxes levied by the District under the Act approved June 28, 1923, shall immediately, upon receipt by the District, be turned over to the Society insofar as said sums of money shall not exceed the amounts in the budget approved as aforesaid, and all money received by the Society shall be expended solely for the items approved in the budget as aforesaid. The Society will require by its By-laws and will at all times comply with the provision that its Treasurer, or such other officer or officers of said Society, if any, having the custody and control of the funds paid over to it by the District, shall enter into a bond in the penal sum of Fifty Thousand Dollars (\$50,000) with good and sufficient surety, condition to protect said funds. All payments from the Society's funds of whatever origin shall be made directly from the Treasury of the Society. The Society need not obtain the approval of the District as aforesaid to expenditures which it desires to make with monies derived from other sources than the District.

6. The Society shall have its books of account audited annually by a certified public accountant and transmit a certified copy of such audit to the Board of Commissioners of the District not later than April 30th, of each year; and with such audit the Society shall also transmit a report showing all expenditures made by it during the preceding calendar year on account of said Zoological Park, all revenues and resources thereof, the number of members of the Society, the donations received, the number of animals in the Park, the chief items of improvement made during the year and such other information as the Commissioners may require. The books of account of the Society shall be at all times open to inspection by the properly authorized auditors of the District.

7. The Society shall not, without authorization by the District, mortgage or encumber or permit any encumbrance upon any building, enclosures, or structures or upon any of its animals or other of its property within said Zoological Park. The Society shall have the right to establish endowment and other funds from donations and bequests, which funds, unless otherwise directed by the donors, shall be used solely for the purposes of the Society.

8. The President of the Board of Commissioners of the District shall be ex-officio a member of the Board of Trustees of the Society, and said President of the District and three members of said Board of the District, to be chosen and designated by the President shall be ex-officio Governing Members of the Society.

9. The Commissioners of the District and the Heads of Departments thereof shall at all times have access to the ground, buildings, and other enclosures in said Zoological Park for general police visitation and supervision, and for all other lawful purposes-with due regard for the welfare of the animals. No living trees shall be cut down or removed except by the express authority of the District; but the Society may remove diseased or dead trees and such bushes and undergrowth as it may deem necessary to remove in erecting building or preparing enclosures for animals or in making other improvements.

10. No buildings, aviaries, or fixed enclosures for animals may be sold or removed by the Society without the written consent of the District, nor shall any living animals or collections be removed from said Zoological Park for exhibition elsewhere so long as the Society has control and management of said Park without the written accord of the District consistent with the Society's animal management policy.

11. All property purchased by the Society with funds provided by the said District shall be the property of said District, provided, however, that the Society shall have the right to improve its collections by the exchange of animals and also by the sale of animals not needed for exhibition. All moneys derived from such exchange or sale of animals shall be used only for the purpose of increasing the number or improving the quality of such animals and collections.

12. All the privileges and concessions which may develop in said Zoological Park such as refreshments, boating, riding animals, and the sale of photographs, etc., may be granted by the Society with the approval of the District at such rates and for such time as it may deem best; and the net proceeds thereof, shall be used for and expended in increasing the number and improving the quality of the animals and collections in said Park.

13. Said Zoological Park and its collections shall be free to the public without payment of any admission fee or gratuity whatsoever for at least one day each week and at all times for school groups. The Society may charge an admission fee to said Park not exceeding \$2.25 for each visitor from twelve to sixty-five years of age; and .75 for each visitor ages six to eleven and for each visitor sixty-five years of age or older showing proof of birth date. The Society may charge a parking fee of \$2.00 per car and a parking fee of \$5.00 per bus. The proceeds of such admission fees and parking fees shall be devoted exclusively to the maintenance of the collection of animals in said Park.

14. By virtue of the Society having the entire control and responsibility and management as well as the operation and maintenance of the aforesaid and described area, and the collections maintained thereon, it is further understood and agreed that the Society shall cause to be procured a policy, or policies of public liability and property damage insurance wherein the District shall be identified as one of the named insured with general public liability coverage for personal injury of not less than \$3,000,000.00 excepting property damage which will not be less than \$300,000.00.

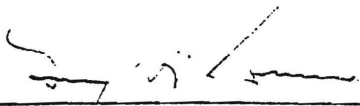
15. This contract shall be and remain in force and effect for a period of twenty years from the date hereof and unless said District or the Society shall notify in writing the other party hereto at least twelve months prior to the end of said twenty year period that it does not desire to extend this contract, then this contract shall automatically be extended for an additional period of twenty years, and this contract and all its provisions shall automatically be so extended and shall remain in full force and effect for such additional period of twenty years.

16. The parties hereto will execute from time to time such other and further agreements and instruments in writing, if any, and the District will take such corporate action from time to time, if any, as counsel for either party hereto may deem necessary or desirable fully to effectuate all the provisions of this agreement.

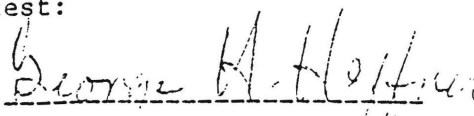
17. The term "Act approved June 28, 1923," means an Act passed by the Illinois Legislature entitled "An Act Concerning Zoological Parks in Forest Preserve District" approved June 28, 1923, and any and all laws now or hereinafter in force amendatory thereof or supplemental thereto.

IN WITNESS WHEREOF, the parties hereto have herunto set their hands and their respective corporate seals the day and the year first above written.

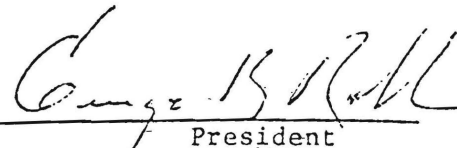
FOREST PRESERVE DISTRICT OF
COOK COUNTY, ILLINOIS

By: 
George W. Dunne, President

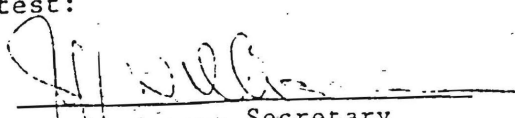
Attest:


George H. Heffner, Secretary

THE CHICAGO ZOOLOGICAL SOCIETY

By:  President By:  Chairman

Attest:


Assistant Secretary

The following typographical errors were found in the final copy of the 1986 Agreement between the Forest Preserve District of Cook County and the Chicago Zoological Society:

- Page 1 fifth line from bottom, last word is Districts
- Page 2 line 23, one hundred forty-one
third line from bottom, fourth word is East
- Page 4 fifth line from bottom, first word is conditioned
- Page 5 second paragraph from bottom, line 2, grounds,
and line 4, eliminate hyphen between purposes and with,
and line 8, buildings
- Page 6 last line, figure is \$500,000.00
- Page 7 third paragraph, line 3 should read Forest Preserve Districts
third line from bottom, hereunto