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**JOURNAL of the PROCEEDINGS
of the
CITY COUNCIL
of the
CITY of CHICAGO, ILLINOIS**

Regular Meeting—Thursday, December 23, 1982

at 10:00 A.M.

(Council Chamber--City Hall--Chicago, Illinois)

OFFICIAL RECORD.

JANE M. BYRNE
Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance at Meeting.

Present--Honorable Jane M. Byrne, Mayor and Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone.

Absent--Aldermen Barden, Rittenberg.

Call to Order.

On December 23, 1982 at 10:00 A.M. (the day and hour appointed for the meeting) Honorable Jane M. Byrne, Mayor, called the City Council to order. Honorable Walter S. Kozubowski, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--47.

Quorum present.

On motion of Alderman Axelrod it was ordered noted in the Journal that Alderman Rittenberg was absent due to illness.

Invocation.

Alderman George J. Hagopian, 30th Ward, opened the meeting with prayer.

COUNCIL ENTERTAINED BY HOLY ANGELS SCHOOL.

Before the council meeting, the council members and assembled guests were treated to a beautiful rendition of Christmas carols and songs from "The Wiz" by members of the Holy Angels School. Honorable Jane M. Byrne, Mayor, then introduced Father Smith, Principal of Holy Angels School, who expressed his appreciation to the Mayor for inviting the school to participate in the Christmas celebration. All the participants were enthusiastically applauded by the Council Members and assembled guests.

MR. AND MRS. SANTA CLAUS ATTENDED COUNCIL MEETING.

Honorable Jane M. Byrne, Mayor, then introduced Mr. and Mrs. Santa Claus to the Council Members and assembled guests. Santa wished everyone a Merry Christmas and a Happy Chanukah.

**Carl Schurz High School Winners of Public School
Volleyball Championship.**

Honorable Jane M. Byrne, Mayor, on behalf of herself and all the Members of the City Council, presented the following proposed resolution:

WHEREAS, The Carl Schurz High School volleyball team is the winner of the 1982 Chicago Public School Volleyball Championship; and

WHEREAS, The Schurz "Bulldogs" posted a record of 18 wins and four losses in the 1982 season; and

WHEREAS, The Schurz volleyball team placed second in the Chicago Public High School tourney in the previous three seasons; and

WHEREAS, Two of the team's outstanding players, Nancy Nickels and Debbie Obosla, have been named to the Junior Olympic Team for the last three years; and

WHEREAS, Another outstanding player, Karen Garcia, has been named to the Junior Olympics Team for the last two years; and

WHEREAS, Their coach, Mrs. Hattie Stephens, has been an inspiration to her students and has coached her teams to an overall record of 82 wins and 13 losses; now, therefore,

Be It Resolved, That the Mayor of the City of Chicago and the City Council, assembled this 23rd day of December, 1982, extended to the Carl Schurz High School volleyball team our heartiest congratulations for winning the 1982 Chicago Public School Championship; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and forwarded to the Schurz High School volleyball team.

Alderman Marcin moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Marcin the foregoing proposed resolution was *Adopted*, unanimously.

Honorable Jane M. Byrne, Mayor, presented a trophy to the Carl Schurz High School volleyball team. The Principal and Coach accepted the trophy on behalf of the team and the school and expressed their appreciation for the honor accorded them. The participants were warmly applauded by all the Members of the City Council and assembled guests.

**Bowen High School Football Team Winners of Public
School Blue Division Title.**

Honorable Jane M. Byrne, Mayor, on behalf of herself and all the Members of the City Council, presented the following proposed resolution:

WHEREAS, The Bowen High School football team holds the 1982 Chicago Public School Blue Division title; and

WHEREAS, The Bowen "Boilmakers" posted a 1982 season record of 14 wins and four losses; and

WHEREAS, The Bowen team also won the Blue Division title in 1981; and

WHEREAS, One of the teams most valuable players, Tony Colbert, a free safety, intercepted a total of 25 passes during the 1981 and 1982 seasons; and

WHEREAS, Another most valuable player, Berlmon Manley, a tailback, compiled 1,015 yards rushing and scored 13 touchdowns this year, three in the title game; and

WHEREAS, The other most valuable players were Alan Moore, quarterback and co-captain; Larry Hambrick and Ben Spencer, linemen, and Renor Seals, fullback; and

WHEREAS, Coach Dan Walsh has instilled a deep sense of pride and discipline in his teams which will carry through into all aspects of their lives; now, therefore,

Be It Resolved, That the Mayor of the City of Chicago and the City Council, assembled this 23rd day of December, 1982, extend to the Bowen High School football team our heartiest congratulations for winning the 1982 Chicago Public League Blue Division Championship; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and forwarded to the Bowen High School football team.

Alderman Bertrand moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Bertrand (seconded by Alderman Vrdolyak) the foregoing proposed resolution was *Adopted*, unanimously.

Honorable Jane M. Byrne, Mayor, presented a trophy to the Bowen High School football team. The Principal accepted the trophy on behalf of the team and school and expressed his gratitude at being so honored. The participants were enthusiastically applauded by the Members of the City Council and assembled guests.

Tribute to Late James Francis "Spike" Hennessey.

Honorable Jane M. Byrne, Mayor, on behalf of herself and all the Members of the City Council, presented the following proposed resolution:

WHEREAS, On December 11, 1982, James Francis Hennessey died and left us sadder but richer for having known him, a joyful man, generous and kind to everyone, one whose great humor never failed him or us; and

WHEREAS, He was "Spike" to his friends, regarded as the poet laureate of City Hall or the "Chicago Institution" to people everywhere in every calling--sport greats such as Jim Thorpe and Jack Dempsey, a legion of show business personalities, writers, performers, newsmen and hundreds more who called him their friend; and

WHEREAS, Spike Hennessey served as a press aide to five Chicago mayors and was a learned and witty commentator on local and national politics; and

WHEREAS, He was proud of his Irish heritage and the Fighting Irish of his alma mater, Notre Dame, and he was a frequent contributor to official publications for St. Patrick's Day celebrations, unshakeable in his Roman Catholic faith, a member of Holy Name Parish and a Chicagoan to the core, a north-sider devoted to the Cubs but loyal also to the White Sox, Bears, Bulls and Blackhawks, greatly fond of stories about Chicago and the City's colorful history, which for many years he chronicled as a reporter for the old Herald-Examiner; and

WHEREAS, Spike Hennessey, a reader and devotee of Shakespeare and James Joyce, was himself a superb writer, especially artful at poetry and verse, a composer of rhymes for hundreds of significant events in the City he loved and about which he once wrote:

"A city soaring mountains high
And mirrored in its lake nearby.
Other cities may have charms,
I hold Chicago in my arms."

; and

WHEREAS, Spike best expressed his deep faith in his God and his fellow man through his annual Christmas message sent to his family and many friends, and it is appropriate on this occasion to quote from a Christmas message he wrote:

"And so I send these lines to you--
Lines written from the heart,
To say I wish you boundless joy--
All good things--for your part.

And may the peace of His birth proclaimed
That Night so long ago--
Be in your days, for all your days--
And may your blessings grow."

; now, therefore,

Be It Resolved, That the Mayor and the City Council of the City of Chicago assembled this 23rd day of December, 1982 do hereby express our deep sorrow over the death of our special friend, James Francis "Spike" Hennessey, who we will remember fondly for his humor, his generosity, his kindness and his marvelous gift of expressing our thoughts and dreams so well; and

Be It Further Resolved, That our condolences are hereby expressed to the family of "Spike" Hennessey; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of "Spike" Hennessey as a gesture of our sympathy and appreciation.

Alderman Pucinski moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Pucinski (seconded by Aldermen Natarus, Bertrand and Vrdolyak) the foregoing proposed resolution was *Adopted*, unanimously, by a rising vote.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

*Referred--*MAYOR'S APPOINTMENT OF EARL LANGDON NEAL AS A COMMISSIONER OF THE CHICAGO HOUSING AUTHORITY.

Honorable Jane M. Byrne, Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 43) *Referred to the Committee on Housing, City and Community Development*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 23, 1982.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN--I appoint Earl Langdon Neal as a Commissioner of the Chicago Housing Authority for the expired term of Angeline P. Caruso ending July 14, 1986.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,
(Signed) JANE M. BYRNE,
Mayor.

December 23, 1982

COMMUNICATIONS, ETC.

14279

*Referred--*MAYOR'S APPOINTMENT OF RONALD J. EHEMANN AS
A MEMBER OF THE CHICAGO COMMISSION ON HUMAN RELATIONS.

Honorable Jane M. Byrne, Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 43) *Referred to the Committee on Human Rights and Consumer Protection:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 23, 1982.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN--I have appointed Ronald J. Ehemann as a member of the Chicago Commission on Human Relations for the unexpired term of Lucius V. Thomas ending September 10, 1983.

I respectfully request your approval of this appointment.

Very truly yours,
(Signed) JANE M. BYRNE,
Mayor.

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 86 OF MUNICIPAL
CODE CONCERNING COMMUNITY ANTENNA TELEVISION SYSTEM EQUIPMENT.

Honorable Jane M. Byrne, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Buildings and Zoning:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 23, 1982.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Inspectional Services, I transmit herewith an ordinance amending Chapter 86 of the Municipal Code of Chicago. Such amendments will expressly include community antenna television system equipment with the definition of electrical equipment and expressly provide that installers of such equipment are electrical contractors.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) JANE M. BYRNE,
Mayor.

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF
NEW AIRPORT USE AGREEMENTS WITH VARIOUS AIRLINES AT
CHICAGO-O'HARE INTERNATIONAL AIRPORT.

Honorable Jane M. Byrne, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 23, 1982.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Aviation, I transmit herewith a proposed ordinance approving and authorizing the execution of new airport use agreements for Chicago-O'Hare International Airport with United Airlines, Inc., American Airlines, Inc., Trans World Airlines, Inc., Northwest Orient Airlines, Inc., Delta Airlines, Inc. and US Air, Inc.

Your favorable consideration of the this ordinance will be appreciated.

Very truly yours,
(Signed) JANE M. BYRNE,
Mayor.

*Referred--*PROPOSED ORDINANCE TO APPROVE REDEVELOPMENT
AGREEMENT WITH ALFRED MOSSNER COMPANY.

Honorable Jane M. Byrne, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 23, 1982.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN--At the request of the Acting Commissioner of the Department of Economic Development, I transmit herewith an ordinance providing for the approval of a Redevelopment Agreement with Alfred Mossner Company concerning relocation improvement expenses payable by the City under the Industrial Retention Program, and authorizing the Acting Commissioner of the Department of Economic Development to enter into and execute a Redevelopment Agreement on behalf of the City of Chicago with Alfred Mossner Company.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) JANE M. BYRNE,
Mayor.

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF
REDEVELOPMENT AGREEMENT WITH REPUBLIC ALUMINUM, INC., ETC.

Honorable Jane M. Byrne, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 23, 1982.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN--At the request of the Acting Commissioner of the Department of Economic Development, I transmit herewith an ordinance authorizing the Commissioner to execute on behalf of the City of Chicago a Redevelopment Agreement with Republic Aluminum, Inc. and a Cooperative Redevelopment Agreement with Stern Electronics, Inc.

Your favorable consideration of this ordinance will be appreciated.

Sincerely,
(Signed) JANE M. BYRNE,
Mayor.

CITY COUNCIL INFORMED AS TO MISCELLANEOUS DOCUMENTS
FILED OR RECEIVED IN CITY CLERK'S OFFICE.

Honorable Walter S. Kozubowski, City Clerk, informed the City Council that documents have been filed or received in his office, relating to the respective subjects designated as follows:

Acceptances and Bonds under Ordinances.

Acceptances and bonds under ordinances as follows:

N. Henry & Sons, Inc.: Acceptance and bond under an ordinance passed on September 15, 1982 (conduit); filed on December 17, 1982;

The Landfield Building, George S. Landfield, partner: Acceptance and bond under an ordinance passed on October 6, 1982 (ventilating duct); filed on December 17, 1982;

Robert Miehle, d/b/a Beverly Industrial: Acceptance under an ordinance passed on September 15, 1982 (railroad switch track); filed on December 17, 1982.

CITY COUNCIL INFORMED AS TO PUBLICATION
OF ORDINANCES.

The City Clerk informed the City Council that all those ordinances which were passed by the City Council on December 15, 1982, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on December 22, 1982, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on December 15, 1982, [published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947] which printed pamphlet copies were delivered to the City Clerk on December 22, 1982.

MISCELLANEOUS COMMUNICATIONS, REPORTS, ETC. REQUIRING
COUNCIL ACTION (TRANSMITTED TO THE CITY COUNCIL
BY THE CITY CLERK).

The City Clerk transmitted communications, reports, etc., relating to the respective subjects listed below, which were acted upon by the City Council in each case in the manner noted, as follows:

Claims against City of Chicago:

Claims against the City of Chicago, which were *Referred to the Committee on Finance*, filed by the following:

Adams Manufacturing Co., Aguirre Luis, Allstate Ins. Co. (3) Louis Battle, Charles Holtan, C. Rothenberger;

Barlow Yvonne, Bauer David F., Beata E., Bell Realty and Mortgage Co., Bernstein Martin, Blattner Carl, Blount Jesse;

Fiedor Garry M., Fisher Arlene, Funches Owen;

Gonzalez Jose, Greska Julia;

Harty Mary;

Irwin Deborah A.;

Johnson Amanda E., Joshua-M.B. Church;

Lopez Louis, Jr.;

Majewski Leonard, Manfre Thomas and Walter Kwietkowski, Masi Michael, Mayes Myrtle, Means Daisy, Millers National Ins. Co. and Mildred Block, Molenaar Albert A.;

Neubauer Daniel E., Nordic Co.;

Paris Calvin R., The Peoples Gas, Light and Coke Co. (2);

Royal Ins. Co. Quast and Co., Russell Andre';

Sankey Josephine, Smigiel George, Southland Corp., Sundstrom Mary C.;

Tucker Thomas;

Wierenag Sonia, Wills William C.

*Referred--REQUEST FOR INSTALLATION OF TRAFFIC SIGNS
AT SPECIFIED LOCATIONS.*

Also a request received in the City Clerk's Office urging that 3-way stop signs be installed at specified locations.--*Referred to the Committee on Traffic Control and Safety.*

*Referred--REQUEST OF BOARD OF EDUCATION FOR CITY TO SELL
CERTAIN SCHOOL PROPERTY AT SPECIFIED LOCATIONS.*

Also three communications from the Board of Education of the City of Chicago requesting the City to sell certain school property, at specified locations, title to which is held by the City of Chicago, In Trust for the Use of Schools.--*Referred to the Committee on Finance.*

*Referred--RECOMMENDATIONS OF COMM. ON CHICAGO HISTORICAL
AND ARCHITECTURAL LANDMARKS THAT SPECIFIED BUILDINGS
BE DESIGNATED AS "CHICAGO LANDMARKS".*

Also two communications from William M. McLenahan, Director, Commission on Chicago Historical and Architectural Landmarks, under date of December 17, 1982, transmitting the recommendations that the Page Brothers Building and the Chicago Theater be designated as "Chicago Landmarks".--*Referred to the Committee on Cultural Development and Historical Landmark Preservation.*

REPORTS OF COMMITTEES.

Committee reports were submitted as indicated below. No request under the statute was made by any two aldermen present to defer any of said reports for final action thereon, to the next regular meeting of the Council, except where otherwise indicated.

COMMITTEE ON BEAUTIFICATION AND RECREATION.

New Chapter 32 of Municipal Code Relating to Trees, Plants, Shrubs, Etc.

The Committee on Beautification and Recreation submitted the following proposed substitute ordinance:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Municipal Code of the City of Chicago is hereby amended by deleting therefrom existing Chapter 32, in its entirety, and substituting therefor new Chapter 32, in *italics*, as follows:

32-1. *Whenever the following words or terms are used in this Chapter, they shall have the following meanings:*

(a) *"Commissioner" shall mean the Commissioner of the Department of Streets and Sanitation, or his designee;*

(b) *"Deputy Commissioner" shall mean the Deputy Commissioner of the Bureau of Forestry, Parkways and Beautification of the Department of Streets and Sanitation, or his designee;*

(c) *"Parkway" shall mean that portion of the public way between a public street and the nearest parallel property line;*

(d) *"Median" shall mean the center strip of a boulevard or street on which trees, shrubs, or other plant material are planted;*

(e) *"Shrub" shall mean a multi-stemmed woody plant;*

(f) *"Public tree or shrub" shall include, without limitation, any shade or ornamental tree or shrub now or hereafter growing on property of the City of Chicago under the jurisdiction of the Bureau of Forestry, Parkways and Beautification;*

(g) *"Parkway tree" shall mean a tree planted in a parkway;*

(h) *"Forestry operations" shall mean any planting, priming, cultivation maintenance or removal of any tree, shrub or other plant material by the Deputy Commissioner in accordance with this Chapter.*

32-2. *In addition to all other powers and duties conferred on him by this Code, the Commissioner of Streets and Sanitation shall have the authority:*

(a) *to prohibit or restrict parking on any street or portion thereof for the purpose of facilitating forestry operation;*

(b) *to erect temporary signs designating the street or portion thereof in which the parking of vehicles is prohibited during forestry operations;*

(c) *to remove and relocate any vehicle parked in violation of such notices, either to the nearest legal parking place or to a facility operated by the City of Chicago for the storage of towed automobiles;*

(d) *to issue permits in accordance with this Chapter;*

(e) to supervise the Deputy Commissioner in his performance of the powers and duties established by this Chapter.

32-3. In addition to all other powers and duties conferred on him by this Code, the Deputy Commissioner shall have the authority:

(a) to plant, prune, cultivate, maintain and remove any tree, shrub or other plant material now or hereafter located on a parkway, median or other public property under his jurisdiction;

(b) to place barricades at streets, curbs, sidewalks and other locations where necessary to protect persons and property during the performance of all forestry operations;

(c) to relocate, after making a reasonable effort to notify the owner thereof, any unauthorized obstruction on a public way which prevents or impedes his ability to perform forestry operations;

(d) to remove any unauthorized object, structure or fixture from a parkway or median;

(e) to enter upon private property within the City of Chicago at all reasonable times for the purpose of examining any tree, shrub or other plant material located upon or over such property, and for the purposes of carrying out the provisions of this Chapter;

(f) to issue rules and regulations not inconsistent with this Chapter, subject to the approval of the Commissioner, governing the planting, pruning, cultivating, maintenance and removal of public trees, shrubs and other public plant materials, and for the protection of parkways and medians;

(g) to prohibit and regulate by such rules the planting of certain varieties of trees, shrubs and other plant material on parkways and medians. In determining which types of trees, shrubs and other plant material should be prohibited or regulated, the Deputy Commissioner shall consider the adaptability of such tree, shrub or plant material to local weather and soil conditions; the effect of its root system on adjacent sidewalks, curbs, gutters, streets, underground pipes and sewers; its effect on nearby vegetation; and its effect on nearby human and animal life.

32-4. Any tree, shrub or other plant material which interferes with the proper spread of light along a street or alley from a street-light, or interferes with the visibility of any traffic control sign or device; or does not provide 10 foot clearance above public ways or sidewalks, or has dead, dying, diseased or broken limbs which may be hazardous to public safety, or is dead or diseased or harbors insects or pests which constitute a potential threat to nearby human or animal life or to other trees within the City, is hereby declared to be a public nuisance.

The Deputy Commissioner shall issue a notice of any such nuisance and cause it to be served upon the owner of the property where such nuisance is located, by delivery at the address of the property or by certified mail. The owner shall cause the condition creating such nuisance to be removed within ten days after receipt of said notice, at his own expense. If the owner fails or refuses to comply with the provisions of this Section, in addition to any other penalties described in this Chapter, the Commissioner may remove or cause to be removed the condition creating such nuisance and any expense incurred by the City in so doing shall be a charge against the owner, which may be recovered in an appropriate legal proceeding instituted by the Corporation Counsel.

32-5. The owner or person in control of property adjacent to the parkway shall be responsible for watering newly-planted parkway trees and for routine care of the parkway lawn. Routine care of the parkway lawn shall include periodic watering, weeding and mowing.

32-6. No person other than the Deputy Commissioner shall plant, remove, trim, spray or chemically inject or treat, or in any way affect the general health or structure of a parkway tree or shrub without first having obtained a permit to do so in accordance with the provisions of this Chapter; provided, however, that no permit shall be necessary for the activities described in Section 32-5. All permit requirements of this Chapter shall be applicable to governmental agencies and to public utilities governed by an Act concerning Public Utilities, approved June 29, 1921, as amended.

32-7. Application for a permit under this Chapter shall be made on a form prepared by the Commissioner, and shall contain the following information:

- (a) the name and address of the applicant;
- (b) the address of the property adjacent to the parkway where the applicant desires to have work done;
- (c) the nature of the work to be done;
- (d) the name of the person who is to perform the work;
- (e) the estimated starting and completion dates of the work;
- (f) such other and further information as the Commissioner shall deem necessary.

32-8. No permit shall issue for any work on a parkway unless:

- (a) the application therefor is complete;
- (b) the applicant agrees, in writing, to indemnify and hold harmless the City of Chicago, its officers, agents, attorneys and employees from any and all liability or claims arising from or relating to the granting of the permit and/or the performance of the work for which the permit is sought; and
- (c) the person who is to perform the work is licensed or is supervised by a person licensed as a tree expert under an Act in Relation to Tree Experts, approved September 5, 1974, as amended; and
- (d) the person who is to perform the work presents to the Commissioner a certificate or other proof of liability insurance in the minimum amount of \$50,000 for bodily injury and \$100,000 for property damage, naming the City of Chicago as additional insured.

32-9. The fee for issuance of a permit for work described in Section 32-6 shall be \$20, payable at the time of application. Other permits issued under this Chapter shall be issued without charge.

32-10. A permit issued hereunder shall state specifically the work permitted to be done, the address of the property adjacent to the parkway where the work is to be done, and the estimated starting date of the work. A permit issued hereunder shall expire 60 days from the date of issuance.

32-11. No person shall secure, hang, fasten, attach or run any rope, wire, sign, decoration, electrical device or other material upon, around or through any public tree without a permit to do so.

32-12. During the erection, alteration, repair, demolition or removal of any building or structure, or excavation in connection therewith, the owner of the affected property shall place or cause to be placed around each nearby public tree one or more protective devices sufficient to prevent injury to the trunk, crown and root system of each such tree. No such device may be installed without a permit issued by the Commissioner, who shall first determine that the devices will not injure the tree; such permit shall specify the manner of erecting or installing each protective device.

32-13. No person shall remove any permitted device intended for the support or protection of a public tree without a permit issued by the Commissioner.

32-14. No person shall place or maintain or allow to be placed upon a parkway or median any asphalt, cement, stone, lumber or other substance without a permit issued by the Commissioner. In determining whether to grant such a permit the Commissioner shall consider: the nature of the substance; the quantity of the substance; the length of time during which the substance will remain on the parkway or median; its effect on trees, shrubs and other plant material on the parkway or median; the purpose of placing or maintaining the substance on the parkway or median; and the alternatives which may be available to the applicant.

32-15. Any work to be performed under a permit issued hereunder shall be performed in accordance with said permit, this Chapter and the rules and regulations promulgated hereunder. Violation of the terms of a permit; this Chapter or rules and regulations promulgated hereunder shall be grounds for suspension or revocation of such permit, in addition to any other penalty provided in this Chapter. Upon completion of the work the holder of the permit shall restore the parkway or median to a condition similar to that which existed prior to the work.

32-16. Once planted on a parkway, a tree shall become and remain the property of the City and shall be subject to the provision of this Chapter.

32-17. No person shall break, tear, paint, deface or damage any public tree or shrub; nor shall any person cause or allow any toxic chemical, gas, salt, oil, or other injurious substance to be dumped, drained or applied to or to seep or drain upon or about any public tree, shrub or other plant materials, provided, however, that this Section shall not apply to the salting of streets by the Commissioner for the purpose of melting ice and snow.

32-18. Parkway and medians shall not be used for organized athletic activity involving more than eight persons, without a permit issued by the Commissioner.

32-19. Any person who violates or fails to comply with any of the provisions of this ordinance shall be fined a sum not less than ten dollars, nor more than five hundred dollars or may be imprisoned for a term not exceeding sixty days, or both. Each day during which any violation shall occur or continue shall be a separate offense.

32-20. If, as the result of the violation of any provision of this ordinance, the injury, mutilation or death of a public tree, shrub or other plant material is caused, the costs of repair, removal or replacement of such tree, shrub or other plant material shall be borne by the party in violation. The replacement value of trees and shrubs shall be determined in accordance with the latest revision of "A Guide to the Professional Evaluation of Landscape Trees, Specimen Shrubs, and Evergreens", as published by the International Society of Arboriculture.

32-21. Whenever any public tree, shrub or other plant material has been damaged or killed and a fine has been recovered therefor under the provisions of this Chapter, or where the amount of such damage has been ascertained and the settlement of such claim has been authorized, such fine or the amount so paid in settlement, or any necessary part thereof, when transferred to the City Comptroller, may in the discretion of the Commissioner of Streets and Sanitation be used for the purpose of defraying all necessary expenses incurred in and by the removal of such tree, shrub or other plant material and in replacing the same by a living tree, shrub or other plant material, provided that the City Council, from year to year, shall appropriate according to law an amount equal to the fines collected and sums of money paid in satisfaction of damages to trees, shrubs or other plant materials, as aforesaid, for such purposes.

32-22. Should any Section, clause or provision of this ordinance be declared by any court to be invalid, the same shall not affect the validity of the ordinance as a whole or part thereof, other than the part so declared to be valid. To this end the provisions of this ordinance are declared to be severable.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and publication.

On motion of Alderman Ray the foregoing substitute ordinance was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--47.

Nays--None.

Alderman Madrzyk moved to *Reconsider* the foregoing vote. The motion was *Lost*.

COMMITTEE ON POLICE, FIRE, PERSONNEL AND MUNICIPAL INSTITUTIONS.

Chapter 12 of Municipal Code Amended to Add New Section 12-17.1 Concerning Basic Course for Firefighters.

The Committee on Police, Fire, Personnel and Municipal Institutions submitted the following report:

December 22, 1982.

To the President and Members of the City Council:

Your Committee on Police, Fire, Personnel and Municipal Institutions, to which was referred (December 15, 1982), an Ordinance amending Chapter 12 of the Municipal Code of Chicago, dealing with the Fire Department, by adding an new Section 12-17.1. This amendment would require each firefighter to complete a basic course approved by the Illinois State Fire Marshal and pass the Illinois test for certification at the basic level within such firefighter's probationary period, as required by the Illinois law for continued funding for firefighter training, begs leave to recommend that Your Honorable Body *Pass* said ordinance, a copy of which is transmitted herewith.

This recommendation was concurred in by an unanimous vote of the committee.

Respectfully submitted,
(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke the proposed ordinance transmitted with the foregoing committee report was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--47.

Nays--None.

Alderman Madrzyk moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said ordinance as passed:

WHEREAS, The City Council finds that it is in the best interest of the City and its citizens that each firefighter be well prepared and trained in the performance of his or her duties; and

WHEREAS, "An Act relating to fire protection training", Ill. Rev. Stat., Ch. 85,531 *et seq.*, under which the Fire Department receives funding aid for training new firefighters has been amended; and

WHEREAS, Said Amendment requires that as a condition of continued funding the City of Chicago shall pass an ordinance in conformity with its terms; and

WHEREAS, The City Council believes that the training required under the Act and continued funding provided for thereunder is in the best interest of the City of Chicago; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Chapter 12 of the Municipal Code of Chicago is hereby amended by adding thereto new Section 12-17.1, as follows:

12-17.1. Each firefighter must complete a basic course approved by the Illinois State Fire Marshal and pass the Illinois test for certification at the basic level, as provided for in "An Act relating to fire protection training", Ill. Rev. Stat., Ch. 85,531 et seq., within such firefighter's probationary period.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

COMMITTEE ON FINANCE

**Filing of Grant Application with Illinois Department of
Commerce Authorized to Establish Zone I (Central Area)
Pursuant to Illinois Enterprise Zone Act.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The City of Chicago is permitted under the Illinois Enterprise Zone Act, P.A. 82-1019, to designate areas of the City as Proposed Enterprise Zones in order to apply for certification by the State that such areas qualify for State Enterprise Zone status; and

WHEREAS, The City of Chicago has determined that this area selected meets the requirements of a State Enterprise Zone; and

WHEREAS, All procedures have been followed in the selection and designation of this area as a Proposed Enterprise Zone as required under the Illinois Enterprise Zone Act and the Chicago Enterprise Zone Ordinance, Chapter 201 of the Municipal Code of Chicago; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The following area, hereafter referred to as "Zone I", is hereby designated a Proposed Enterprise Zone. The area boundaries shall be as follows for Zone I:

Starting at the corporate limit and the Eisenhower Expressway, then running east on the Eisenhower Expressway to Damen Avenue; then running south on Damen Avenue to 16th Street; then running east on 16th Street to Ashland Avenue; then running north on Ashland Avenue to Roosevelt Road; then running east on Roosevelt Road to Racine Avenue; then running south on Racine Avenue to Maxwell Street; then running east on Maxwell Street to Halsted Avenue; then running south on Halsted Avenue to 16th Street; then running east on 16th Street to the south branch of the Chicago River; then running southwest along the river to Kedzie Avenue; then running north on Kedzie Avenue to Cermak Road; then running west on Cermak Road to Pulaski Avenue; then running north on Pulaski Avenue to 18th Street; then running west on 18th Street to Kostner Avenue; then running south on Kostner Avenue to Cermak Road; then running west on Cermak Road to the Corporate Limits; then running north along Corporate Limit to Roosevelt Road; then running west on Roosevelt Road to the Corporate Limits; then running north along Corporate Limit to the Eisenhower Expressway. The aforementioned area shall exclude Douglas Park; (See Attachment A).

SECTION 2. This Zone I meets the qualification requirements of Section 4 of the Illinois Enterprise Zone Act, in that

- 1) it is a contiguous area entirely within the City of Chicago;
- 2) it comprises 8.9 square miles, which is within the range allowed by the Illinois Enterprise Zone Act;
- 3) it is a depressed area as shown by census tract data and other data;
- 4) it satisfies all other additional criteria established to date by regulation of the Illinois Department of Commerce and Community Affairs.

SECTION 3. Zone I shall be entitled to all tax and regulatory incentives as provided in the Chicago Enterprise Zone Ordinance, upon its certification as an Enterprise Zone by the State. Those tax and regulatory incentives are hereby incorporated into this ordinance for the benefit of this Zone.

SECTION 4. The Zone Administrator shall be the Commissioner of the Department of Economic Development of the City of Chicago, as stated in the Chicago Enterprise Zone Ordinance, Section 201-6(c).

SECTION 5. This ordinance and the zone designated hereunder shall be subject to all the provisions of the Chicago Enterprise Zone Ordinance, unless otherwise provided herein.

SECTION 6. Zone I shall remain a proposed zone until certified by the Illinois Department of Commerce and Community Affairs in accordance with the Illinois Enterprise Zone Act.

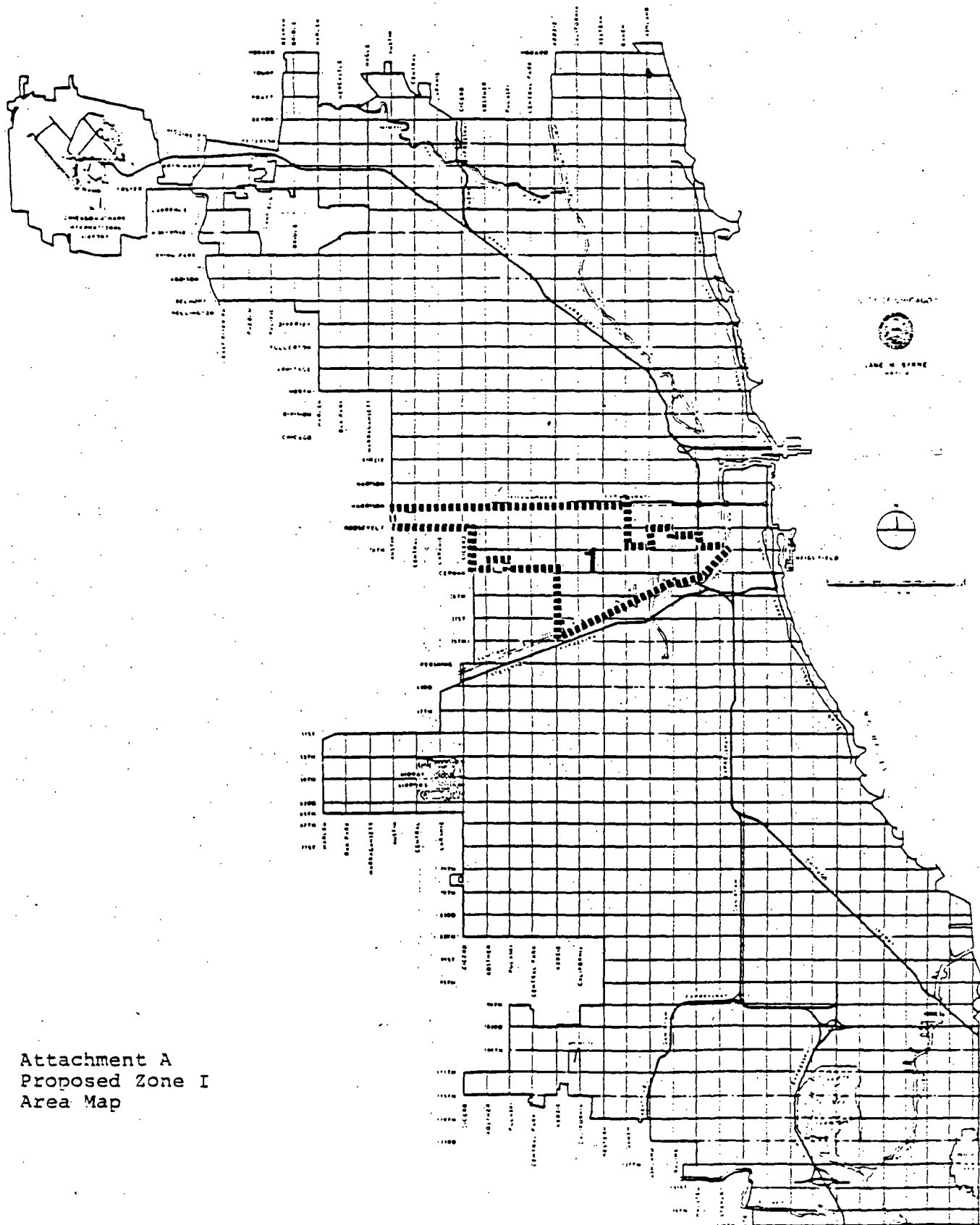
SECTION 7. The duration or term of the Zone shall be 20 calendar years, except that the duration of City incentives in such zone shall be for the terms provided in the Chicago Enterprise Zone Ordinance.

SECTION 8. Authority is hereby given to the Commissioner of the Department of Economic Development to make a formal written application to the Illinois Department of Commerce and Community Affairs and to supply other information as needed to have this Proposed Enterprise Zone certified as an Enterprise Zone by the State.

SECTION 9. This ordinance shall be effective from and after its passage.

[Attachment A printed on page 14290 of this Journal.]

(Continued on page 14291)



Attachment A
Proposed Zone I
Area Map

(Continued from page 14289)

On motion of Alderman Frost the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--47.

Nays--None.

Alderman Madrzyk moved to *Reconsider* the foregoing vote. The motion was *Lost*.

**Filing of Grant Application with Illinois Department of Commerce
Authorized to Establish Zone II (South Area) Pursuant to
Illinois Enterprise Zone Act.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The City of Chicago is permitted under the Illinois Enterprise Zone Act, P.A. 82-1019, to designate areas of the City as Proposed Enterprise Zones in order to apply for certification by the State that such areas qualify for State Enterprise Zone status; and

WHEREAS, The City of Chicago has determined that this area selected meets the requirements of a State Enterprise Zone; and

WHEREAS, All procedures have been followed in the selection and designation of this area as a Proposed Enterprise Zone as required under the Illinois Enterprise Zone Act and the Chicago Enterprise Zone Ordinance, Chapter 201 of the Municipal Code of Chicago; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The following area, hereafter referred to as "Zone II", is hereby designated a Proposed Enterprise Zone. The area boundaries shall be as follows for Zone II:

The western boundary shall be Western Avenue; then running east on Pershing Road to Ashland Avenue; then running north on Ashland Avenue to 35th Street; running east on 35th Street to the Dan Ryan Expressway; running north on Dan Ryan Expressway to 31st Street; running east on 31st Street to King Drive; running south on King Drive to 35th Street; running east on 35th Street to Cottage Grove Avenue; running south on Cottage Grove Avenue to 51st Street; running west on 51st Street to Ashland Avenue; running north on Ashland Avenue to 47th Street; running west on 47th Street to Western Avenue; (See Attachment A).

SECTION 2. That Zone II meets the qualification requirements of Section 4 of the Illinois Enterprise Zone Act, in that

- 1) it is a contiguous area entirely within the City of Chicago;
- 2) it comprises 7.7 square miles, which is within the range allowed by the Illinois Enterprise Zone Act;
- 3) it is a depressed area as shown by census tract data and other data;
- 4) it satisfies all other additional criteria established to date by regulation of the Illinois Department of Commerce and Community Affairs.

SECTION 3. Zone II shall be entitled to all tax and regulatory incentives as provided in the Chicago Enterprise Zone Ordinance, upon its certification as an Enterprise Zone by the State. Those tax and regulatory incentives are hereby incorporated into this ordinance for the benefit of this Zone.

SECTION 4. The Zone Administrator shall be the Commissioner of the Department of Economic Development of the City of Chicago, as stated in the Chicago Enterprise Zone Ordinance, Section 201-6(c).

SECTION 5. This ordinance and the zone designated hereunder shall be subject to all the provisions of the Chicago Enterprise Zone Ordinance, unless otherwise provided herein.

SECTION 6. Zone II shall remain a proposed zone until certified by the Illinois Department of Commerce and Community Affairs in accordance with the Illinois Enterprise Zone Act.

SECTION 7. The duration or term of the Zone shall be 20 calendar years, except that the duration of City incentives in such zone shall be for the terms provided in the Chicago Enterprise Zone Ordinance.

SECTION 8. Authority is hereby given to the Commissioner of the Department of Economic Development to make a formal written application to the Illinois Department of Commerce and Community Affairs and to supply other information as needed to have this Proposed Enterprise certified as an Enterprise Zone by the State.

SECTION 9. This ordinance shall be effective from and after its passage.

[Attachment A printed on page 14293 of this Journal.]

On motion of Alderman Frost the foregoing proposed ordinance was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--47.

Nays--None.

Alderman Madrzyk moved to *Reconsider* the foregoing vote. The motion was *Lost*.

**Filing of Grant Application with Illinois Department of Commerce
Authorized to Establish Zone III (Southeast Area) Pursuant to
Illinois Enterprise Zone Act.**

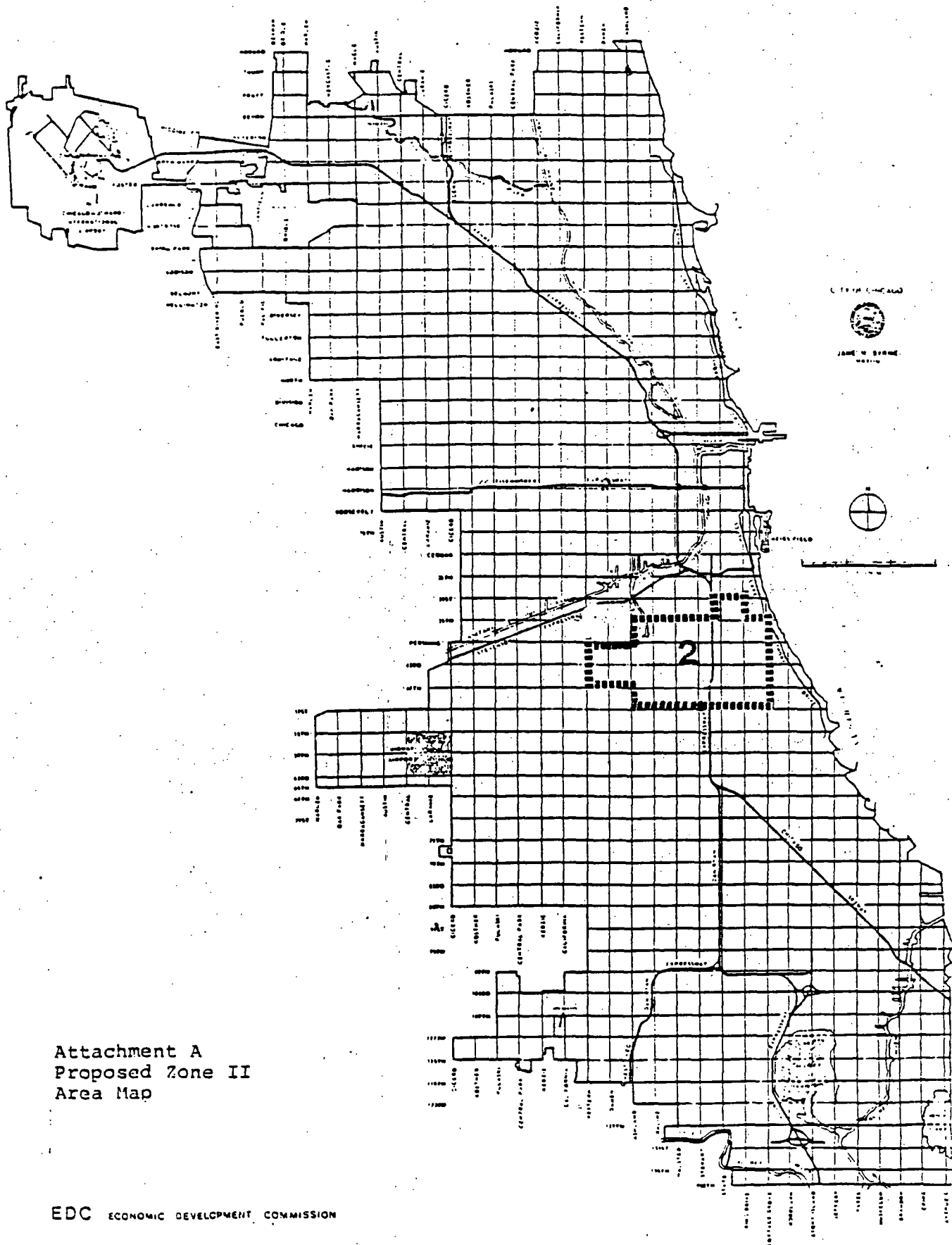
The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the filing of a grant application with the Illinois Department of Commerce for establishing a Enterprise Zone III.

Alderman Frost then introduced an amendment to Enterprise Zone III.

The amendment passed by a viva voce vote.

Thereupon, on motion of Alderman Frost the said proposed ordinance was *Passed*, as amended, by yeas and nays as follows:

(Continued on page 14294)



(Continued from page 14292)

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--47.

Nays--None.

Alderman Madrzyk moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said ordinance as passed:

WHEREAS, The City of Chicago is permitted under the Illinois Enterprise Zone Act, P. A. 82-1019, to designate areas of the City as Proposed Enterprise Zones in order to apply for certification by the State that such areas qualify for State Enterprise Zone status; and

WHEREAS, The City of Chicago has determined that this area selected meets the requirements of a State Enterprise Zone; and

WHEREAS, All procedures have been followed in the selection and designation of this area as a Proposed Enterprise Zone as required under the Illinois Enterprise Zone Act and the Chicago Enterprise Zone Ordinance, Chapter 201 of the Municipal Code of Chicago; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The following area, hereafter referred to as "Zone III", is hereby designated a Proposed Enterprise Zone. The area boundaries shall be as follows for Zone III:

The western boundary shall be Torrence Avenue from 122nd Street to 95th Street; continuing west on 95th Street to Cottage Grove; continuing north on Cottage Grove to 87th Street; proceeds east on 87th Street to Colfax; then north on Colfax to 79th; at that point east on 79th Street to the State Line; south along the State Line to 95th Street; then proceeds west on 95th Street to EJ and E Railroad Tracks; then the boundary proceeds Southeasterly along the EJ and E Railroad Tracks (including the right of way) to the State Line; south along the State Line to 106th Street; then west on 106th Street to Avenue F; then south on Avenue F to 108th Street; then west on 108th Street to Avenue N; then south on Avenue N to 118th Street; then east on 118th Street to the Pennsylvania R R. track including right of way; then southwest on the Pennsylvania R R. track to 130th Street; then west on 130th Street to the Penn Central R R. Tracks; then proceeds northwest along the Penn Central R R. Tracks to Saginaw Avenue; then continuing south on Saginaw Avenue to 130th Street; then west on 130th Street to the Calumet Expressway; then north along the Calumet Expressway to 114th Street extended; then running east on 114th Street across Lake Calumet to proposed extension of Stony Island; then south along proposed extension of Stony Island to the north bank of the Calumet River; continuing northeasterly along the north bank of the Calumet River to the Norfolk and Western R R. Tracks; continuing north along the Norfolk and Western R R. Tracks to 122nd; continuing east on 122nd to Torrence. The aforementioned area excludes lakes and waterways; (See Attachment A).

SECTION 2. This Zone III meets the qualification requirements of Section 4 of the Illinois Enterprise Zone Act, in that

- 1) it is a contiguous area entirely within the City of Chicago;
- 2) it comprises 9.8 square miles, which is within the range allowed by the Illinois Enterprise Zone Act;
- 3) it is a depressed area as shown by census tract data and other data;

- 4) it satisfies all other additional criteria established to date by regulation of the Illinois Department of Commerce and Community Affairs.

SECTION 3. Zone III shall be entitled to all tax and regulatory incentives as provided in the Chicago Enterprise Zone Ordinance, upon its certification as an Enterprise Zone by the State. Those tax and regulatory incentives are hereby incorporated into this ordinance for the benefit of this Zone.

SECTION 4. The Zone Administrator shall be the Commissioner of the Department of Economic Development of the City of Chicago, as stated in the Chicago Enterprise Zone Ordinance, Section 201-6(c).

SECTION 5. This ordinance and the zone designated hereunder shall be subject to all the provisions of the Chicago Enterprise Zone Ordinance, unless otherwise provided herein.

SECTION 6. Zone III shall remain a proposed zone until certified by the Illinois Department of Commerce and Community Affairs in accordance with the Illinois Enterprise Zone Act.

SECTION 7. The duration or term of the Zone shall be 20 calendar years, except that the duration of City incentives in such zone shall be for the terms provided in the Chicago Enterprise Zone Ordinance.

SECTION 8. Authority is hereby given to the Commissioner of the Department of Economic Development to make a formal written application to the Illinois Department of Commerce and Community Affairs and to supply other information as needed to have this Proposed Enterprise Zone certified as an Enterprise Zone by the State.

SECTION 9. This ordinance shall be effective from and after its passage:

[Attachment A printed on page 14296 of this Journal.]

**Amendment Adopted for 1983 Annual Appropriation Ordinance
Concerning the Senior Citizens Section in the Department
of Police.**

The Committee on Finance submitted a report recommending that the City Council adopt a proposed substitute amendment to the 1983 Annual Appropriation Ordinance concerning the Senior Citizens Section in the Department of Police.

Alderman Frost then introduced an additional amendment concerning the Department of Health which reads as follows:

Page 80 STRIKE: "Deputy Commissioner to Health-Mental Health", INSERT: "Deputy Commissioner of Health."

Alderman Frost moved to *Refer* the foregoing amendment to the Committee on Finance. The motion *Prevailed*.

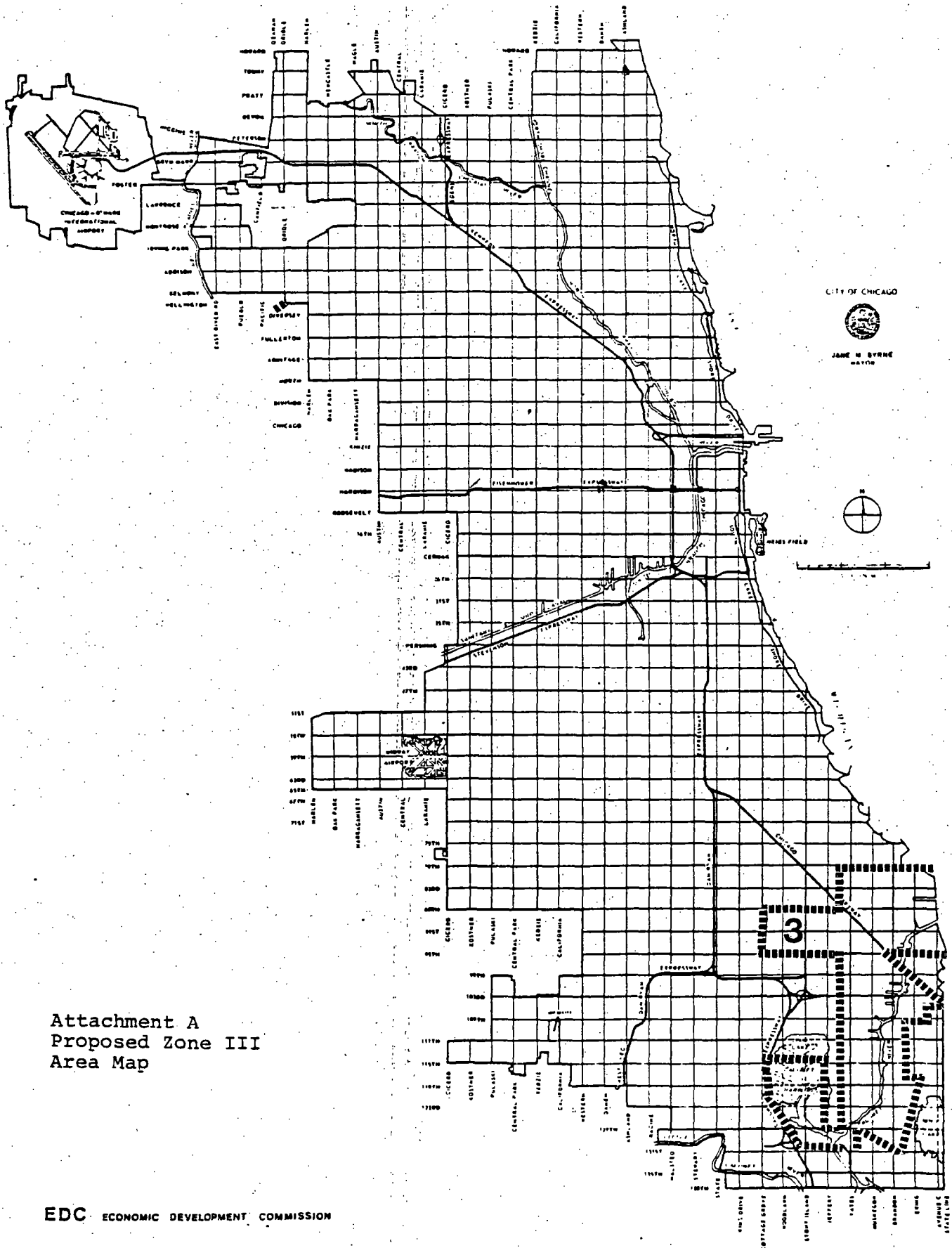
Thereupon on motion of Alderman Frost the said proposed amendment concerning the Senior Citizens Section in the Department of Police was *Passed*, by yeas and nays as follows:

'Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schultzer, Volini, Orr, Stone--47.

Nays--None.

Alderman Madrzyk moved to *Reconsider* the foregoing vote. The motion was *Lost*.

[Amendment printed on page 14297 of this Journal.]



PROPOSED AMENDMENTS TO 1983 APPROPRIATION ORDINANCE

100 - Corporate Fund

CJ

12/8/82

12/8/82			Strike		Insert	
Page	Code	Department and Item	No.	Amount	No.	Amount
		DEPARTMENT OF POLICE				
116	4142	Special Functions and Administration				
	9760	Director Senior Citizens Service Division	1	37,350		
	9173	Lieutenant	2	38,940	1	38,940
	9171	Sergeant	12	34,614	11	34,614
	9171	Sergeant	2	33,540	1	33,540
	9171	Sergeant	5	32,514	4	32,514
	9161	Police Officer	19	28,992	17	28,992
	9161	Police Officer	68	27,072	63	27,072
	9161	Police Officer	42	26,160	39	26,160
	9205	Senior Public Safety Aide	30	11,844		
	0308	Staff Assistant	1	20,184		
	0805	Secretary	1	16,608		
	4143	District Law Enforcement				
117	9161	Police Officer	786	30,066	783	30,066
	9161	Police Officer	649	28,992	647	28,992
	9161	Police Officer	853	28,026	850	28,026
	9161	Police Officer	1,510	27,072	1,503	27,072
	9161	Police Officer	1,419	26,160	1,414	26,160
	9161	Police Officer	76	24,900	75	24,900
	9161	Police Officer	295	23,724	294	23,724
	9161	Police Officer	449	22,572	446	22,572
	9161	Police Officer	198	20,106	192	20,106
118		Schedule Salary Adjustments		946,736		942,883
		INSERT NEW ACTIVITY:				
118	4144	Senior Citizens Services Section				
	9760	Director - Senior Citizens Services			1	37,350
	9173	Lieutenant			1	38,940
	9171	Sergeant			1	34,614
	9171	Sergeant			1	33,540
	9171	Sergeant			1	32,514
	9161	Police Officer			3	30,066
	9161	Police Officer			4	28,992
	9161	Police Officer			3	28,026
	9161	Police Officer			12	27,072
	9161	Police Officer			8	26,160
	9161	Police Officer			1	24,900
	9161	Police Officer			1	23,724
	9161	Police Officer			3	22,572
	9161	Police Officer			6	20,106
	9205	Senior Public Safety Aide			30	11,844
	0308	Staff Assistant			1	20,184
	0805	Secretary			1	16,608
		Schedule Salary Adjustments				3,853
					78	1,634,287

Action Deferred--ON PROPOSED ORDINANCE APPROVING THE
ACCEPTANCE OF DONATION OF LEASEHOLD INTEREST AND
IMPROVEMENTS AND AUTHORIZING EXECUTION OF
AGREEMENT FOR PROPERTY LOCATED AT NO. 500
PESHTIGO CT.

The Committee on Finance submitted the following report, which was on motion of Aldermen Bloom, Oberman and Orr, *Deferred* and ordered published:

CHICAGO, December 21, 1982.

To the President and Members of the City Council:

Your Committee on Finance to which was referred a communication dated December 21, 1982, from the Office of the Mayor transmitting a proposed Ordinance approving the acceptance of a donation of a leasehold interest and improvements and authorizing the execution of an agreement for property located at 500 Peshtigo Court having had 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 viva voce vote of the members of the committee.

Respectfully submitted,
(Signed) WILSON FROST,
Chairman.

The following is said proposed ordinance transmitted with the foregoing committee report:

Whereas, Kraft, Inc. presently holds a leasehold estate on the property commonly known as: 500 Peshtigo Court, Chicago, Illinois, and holds title in the office building constructed thereon; and

Whereas, Kraft, Inc. has indicated its willingness to donate said property to the City for public purposes; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

Section 1. It is hereby found and determined that it is useful, desirable, and in the best interests of the City of Chicago to acquire the property described below for public purposes.

Section 2. The City of Chicago is authorized to accept the donation of said property from Kraft, Inc. for public use.

Section 3. The legal description of said property is as follows:

Lots 3, 4, 5 and 6 in the Chicago Dock and Canal Company's Peshtigo Dock Addition to Chicago in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, according to the plat of said Addition recorded in the Office of the Recorder of Cook County, Illinois on September 17, 1889, in Book 39 of Plats, at page 18, as Document 1157023, and the east 10 feet of Lot 2 in the Chicago Dock and Canal Company's Peshtigo Dock Addition to Chicago in Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat of said Addition recorded in the Office of the Recorder of Cook County, Illinois on September 17, 1889, in Book 39 of Plats, at page 18, as Document 1157023 in Cook County, Illinois.

Section 4. The lease, as amended, is attached hereto.

Section 5. The Mayor is authorized to execute the Agreement with Kraft, Inc., attached hereto as Exhibit A.

Section 6. This ordinance shall become effective immediately upon the passage thereof.

[Lease and Exhibit A attached to this ordinance printed on pages 14300 through 14379 of this Journal.]

Alderman Frost then moved to *Suspend the Rules Temporarily* for the purpose of going out of the Regular Order of Business.

The motion *Prevailed* by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Sawyer, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Streeter, Kellam, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schulter, Volini, Stone--41.

Nays--Aldermen Bloom, Bertrand, Sheahan, Oberman, Orr--5.

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (December 15, 1982).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, December 15, 1982, at 10:00 A.M., signed by him as such City Clerk.

Alderman Vrdolyak moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

MISCELLANEOUS BUSINESS.

Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent Alderman Frost thereupon presented a proposed ordinance which reads as follows:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the regular meeting held on Thursday, the twenty-third (23rd) day of December, 1982, at 10:00 A.M., be and the same is hereby fixed to be held on Monday, the twenty-seventh (27th) day of December, 1982, at 10:00 A.M., in the Council Chamber in the City Hall.

(Continued on page 14380)

SCHEDULE A

Number	Date of Policy	Amount of Insurance
68-71-914	DECEMBER 15, 1982	\$4,295,068.97

1. Name of Insured:

KRAFT, INC., A CORPORATION OF DELAWARE

2. The estate or interest in the land described herein and which is covered by this policy is:

The leasehold estate, as leasehold estate is defined in Paragraph 1(g) of the Conditions and Stipulations of this policy, created by the instrument herein referred to as the Lease, executed by: THE CHICAGO DOCK AND CANAL COMPANY AS LESSOR, AND KRAFT-PHENIX CHEESE CORPORATION, AS LESSEE, DATED SEPTEMBER 1, 1936, A MEMORANDUM OF WHICH LEASE WAS RECORDED OCTOBER 2, 1936 AS DOCUMENT 11888516 AND AMENDMENT THERETO RECORDED DECEMBER 21, 1948 AS DOCUMENT 14465447 WHICH LEASE AND AMENDMENT DEMISES THE LAND FOR A TERM OF YEARS BEGINNING NOVEMBER 1, 1936 AND ENDING APRIL 30, 1986

3. The estate or interest referred to herein is at Date of Policy vested in the Insured.

4. The estate or interest described in Paragraph 2 above is encumbered by the following mortgage or trust deed, and assignments:

NONE

and the mortgages or trust deeds, if any, shown in Schedule B hereof.

5. The land referred to in this policy is described as follows:

LOTS 3, 4, 5 AND 6 IN THE CHICAGO DOCK AND CANAL COMPANY'S PESHTIGO DOCK ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID ADDITION RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS ON SEPTEMBER 17, 1889, IN BOOK 39 OF PLATS, AT PAGE 18, AS DOCUMENT 1157023, AND THE EAST 10 FEET OF LOT 2 IN THE CHICAGO DOCK AND CANAL COMPANY'S PESHTIGO DOCK ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID ADDITION RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS ON SEPTEMBER 17, 1889, IN BOOK 39 OF PLATS, AT PAGE 18, AS DOCUMENT 1157023 IN COOK COUNTY, ILLINOIS.

CHICAGO TITLE INSURANCE COMPANY

68-71-914 821216 140813 S C H E D U L E B 1823B 3B
FI23-606 ALTA 1970 OWNERS FORM 5 68-71-914

SCHEDULE B

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE BY REASON OF THE FOLLOWING EXCEPTIONS:

GENERAL EXCEPTIONS:

- (2) ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES, AND ANY OTHER MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY AND INSPECTION OF THE PREMISES.
- (3) EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS.

SPECIAL EXCEPTIONS: THE MORTGAGE, IF ANY, REFERRED TO IN ITEM 3 OF SCHEDULE A.

1. TAXES FOR THE YEARS 1981 AS TO PERMANENT TAX NO. 17-10-213-029 AND TAXES FOR THE YEARS 1982 AS TO ALL OF THE LAND
NOTE: 1982 TAXES NOT DELINQUENT BEFORE MARCH 2, 1983
NOTE: THE AMOUNT OF THE 1981 ESTIMATED FIRST INSTALLMENT HAS BEEN DEPOSITED WITH THE COUNTY COLLECTOR.
PERMANENT TAX NOS. 17-10-213-025, EAST 1/2 OF LOT 2;
17-10-213-026, LOT 3; 17-10-213-027, LOT 4; 17-10-213-028, LOT 5; AND 17-10-213-029, LOT 6
2. PRIVATE DRIVEWAYS FOR INGRESS AND EGRESS.
3. RAILROAD RIGHTS OF WAY, SWITCH AND SPUR TRACKS AND LAND USED FOR RAILROAD PURPOSES.
4. GRANT FROM CHICAGO DOCK AND CANAL COMPANY, A CORPORATION OF ILLINOIS, TO CHARLES P. MEGAN, TRUSTEE OF THE PROPERTY OF CHICAGO AND NORTHWESTERN RAILWAY DATED MARCH 10, 1936 AND RECORDED OCTOBER 9, 1936 AS DOCUMENT 11892183 CONVEYING TO SECOND PARTY, HIS SUCCESSORS OR ASSIGNS, THE RIGHT, LICENSE AND PRIVILEGE OF CONSTRUCTING, MAINTAINING AND OPERATING RAILROAD TRACKS UPON THE FOLLOWING DESCRIBED PROPERTY:
THE NORTH 43 FEET OF THE SOUTH 130.5 FEET OF LOTS 1 TO 5)
5. SECURITY INTEREST OF KRAFT, INC., SECURED PARTY, IN CERTAIN

CHICAGO TITLE INSURANCE COMPANY

68-71-914 821216 140813 S C H E D U L E B 1823B 3B
FI23-606 ALTA 1970 OWNERS FORM 5 68-71-914

SCHEDULE B CONTINUED

DESCRIBED CHATTELS ON THE LAND, AS DISCLOSED BY FINANCING
STATEMENT EXECUTED BY THE PESHTIGO BUILDING PARTNERSHIP, DEBTOR,
AND FILED DECEMBER 1, 1981 AS NO. 81U46940 AND 81U46941.

6. RIGHTS OF THE PUBLIC OR QUASI-PUBLIC UTILITIES, IF ANY, IN THE
LAND

COUNTERSIGNED.


AUTHORIZED SIGNATORY

December 23, 1982

MISCELLANEOUS BUSINESS

14303

LEASE

en

THE CHICAGO DOCK AND CANAL COMPANY.

LESSOR

TO

KRAFT-PHENIX CHEESE CORPORATION.

LESSEE

en

DATED SEPTEMBER 1, 1936

THE GUTHRIE-WALKER PRINTING COMPANY, 237 WEST JACKSON, CHICAGO

1360-85

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This Indenture, made this first day of September, in the year of our Lord One Thousand Nine Hundred and Thirty-Six, between **THE CHICAGO DOCK AND CANAL COMPANY**, a corporation organized and existing under and by virtue of a special act of the Legislature of the State of Illinois and doing business in the City of Chicago, in said State, party of the first part, hereinafter referred to as the "Lessor," and **KRAFT-PHENIX CHEESE CORPORATION**, a corporation of the State of Delaware, duly licensed to transact business in the State of Illinois and doing business in the City of Chicago, in said State, party of the second part, hereinafter referred to as the "Lessee,"

WITNESSETH as follows:

ARTICLE FIRST.

PREMISES AND TERMS.

The Lessor, in consideration of the rents herein reserved and of the covenants and agreements herein contained on the part of the Lessee to be kept, observed and performed, has demised and leased and does by these presents demise and lease unto the Lessee the following described real estate situated in the City of Chicago, in the County of Cook and State of Illinois, to-wit:

Lots Three (3), Four (4), Five (5) and Six (6) in The Chicago Dock and Canal Company's Peshtigo Dock Addition to Chicago in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, according to a plat of said Addition recorded in the Office of the Recorder of Cook County, Illinois, on September 17, 1889, in Book 39 of Plats, at page 18, as Document No. 1157023;

TO HAVE AND TO HOLD the above described premises, with the appurtenances thereunto belonging, unto the said Lessee

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for and during the term of forty-nine (49) years and six (6) months, beginning on the first day of November, A. D. 1936, and ending on the thirtieth day of April, A. D. 1986, unless said term shall be sooner terminated as hereinafter set forth, yielding possession and paying rent therefor as hereinafter provided.

It is understood and agreed that said premises are demised subject to the terms and conditions of an agreement between the Lessor and Charles P. Megan, Trustee of the property of Chicago and Northwestern Railway Company, bearing date March 10th, 1936.

The Lessor hereby gives and grants to the Lessee the right and privilege of using and enjoying the switchtracks on Lots One (1) to Five (5) inclusive in The Chicago Dock and Canal Company's Peshtigo Dock Addition to Chicago aforesaid and on Lots One (1) to Seven (7), inclusive, in Sub-block Three (3) in Block Nineteen (19) in Kinzie's Addition to Chicago, in common with other owners of the lots above described and the right to use the tracks across Illinois Street connecting the tracks above described with the switch-tracks running south of Illinois Street.

The Lessor agrees to join with the Lessee in the execution of whatever easements or grants may be necessary to perpetuate the right to use said tracks, but it is understood by the Lessee that the Lessor is not to be held liable for any damages whatsoever resulting in any way from the use of said tracks and that the Lessor does not guarantee a continued right to the use of said tracks by the Lessee for any reasons beyond the control of the Lessor.

The Lessor covenants with the Lessee that the Lessor will not cancel or in any way interfere with the existing easement granted to the Chicago & Northwestern Railway Company and said Megan covering the existing switch-tracks during the term of this lease, and further that Lessor will keep, observe and perform all of the covenants to be kept, observed

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or performed by it under the terms of said agreement for easement.

ARTICLE SECOND.

RENT.

SECTION 1. In consideration of the leasing aforesaid, said Lessee hereby covenants and agrees to pay to said Lessor rent for said demised premises as follows: The sum of One Million Four Hundred Thirty-four Thousand Eight Hundred Twenty-seven Dollars and Forty Cents (\$1,434,827.40) payable as follows: The sum of Eight Hundred Eighty-three Dollars and Fifty Cents (\$883.50) upon the execution of this lease and the sum of Eight Hundred Eighty-three Dollars and Fifty Cents (\$883.50) on the first day of each and every month beginning December 1, 1936, up to and including the month of April 1939; the sum of Fourteen Hundred Seventy-two Dollars and Fifty Cents (\$1472.50) on May 1, 1939, and the sum of Fourteen Hundred Seventy-two Dollars and Fifty Cents (\$1472.50) on the first day of each month thereafter up to and including the month of April 1941; the sum of Nineteen Hundred Twenty-six Dollars and Sixteen Cents (\$1926.16) on the first day of May 1941 and the sum of Nineteen Hundred Twenty-six Dollars and Sixteen Cents (\$1926.16) on the first day of each month thereafter up to and including the month of April 1950; the sum of Twenty-six Hundred Ninety-six Dollars and Sixty-six Cents (\$2696.66) on the first day of May 1950 and the sum of Twenty-six Hundred Ninety-six Dollars and Sixty-six Cents (\$2696.66) on the first day of each month thereafter up to and including April 1986.

SECTION 2. Said Lessee covenants and agrees to pay the rent hereby reserved at the office of Ogden, Sheldon & Co., Chicago, Illinois, or at such other place in the City of Chicago as said Lessor may from time to time in writing designate.

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All of said rents shall be paid in lawful money of the United States of America.

SECTION 3. Said Lessee shall have the right, upon giving to the Lessor written notice of its intention so to do not less than six (6) months prior to May 1, 1941, to surrender to the Lessor on May 1, 1941, possession of the North half of Lots Three (3) and Four (4) aforesaid, demised by this lease, and to surrender and cancel this lease on May 1, 1941, insofar as it pertains to the North half of said Lots Three (3) and Four (4), provided, however, that at the time of such surrender the Lessee shall not be in default in the observance or performance of any of the covenants or agreements in this lease contained, and provided further that any buildings or improvements that shall have been placed by the Lessee on the North half of said Lots Three (3) and Four (4) shall have been removed.

If notice shall not be given by the Lessee to the Lessor as aforesaid, then all the terms of this lease shall remain in full force and effect during the full term hereby demised.

Should this lease be cancelled and surrendered as to the North half of Lots Three (3) and Four (4), as above provided, then the monthly rent hereby reserved for the period from May 1, 1941, to and including April 30, 1950, shall be reduced by the sum of Four Hundred Fifty-three Dollars and Seventy-five Cents (\$453.75) per month and the monthly rent of the demised premises for the period beginning May 1, 1950, to the end of the term hereby demised shall be reduced by the sum of Six Hundred Thirty-five Dollars and Twenty-five Cents (\$635.25) per month.

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ARTICLE THIRD.

TAXES.

SECTION 1. As a further consideration for the leasing aforesaid the Lessee covenants and agrees to and with the Lessor that the Lessee will pay (in addition to the rents above specified) all taxes and assessments, general and special, including water rents, levied or assessed upon said demised premises, or any part thereof, and upon the improvements situated thereon, during the term hereby demised, or levied or assessed during said term, upon the interest of the Lessor in and under this lease, all of which said taxes and assessments shall be paid by the Lessee in the name of and on behalf of the Lessor before any penalty or interest accrues thereon or on any part thereof.

Refunds to the Lessor of any portion of said taxes and assessments so paid in the name of the Lessor shall belong to the said Lessee and Lessor agrees to pay over and deliver the same to Lessee, provided said Lessee is not in default under said lease.

It is understood and agreed that the Lessee shall pay the general taxes on said demised premises for the years 1937 to 1985, both inclusive, and that the Lessee shall pay two-twelfths (2/12) of the taxes on said demised premises for the year 1936 and four-twelfths (4/12) of the taxes on said premises for the year 1986.

If this lease shall be surrendered and cancelled as above herein provided as to the North half of Lots Three (3) and Four (4) hereby demised, the Lessee shall be relieved of the payment of eight-twelfths (8/12) of the taxes and assessments on the North half of said Lots Three (3) and Four (4) for the year 1941 and all of the taxes and assessments on the North half of said Lots Three (3) and Four (4) for the remaining years of the term of this lease.

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It is mutually covenanted and agreed that nothing herein contained shall be construed to require the Lessee to pay any capital levy upon the Lessor's estate or any so-called inheritance, estate or transfer tax growing out of any inheritance, devise, gift, transfer or conveyance of the Lessor's estate or of or upon the Lessor's interest in or under this lease or of any interest in the reversion of said real estate, provided, however, that any capital levy upon the Lessee's interest in the demised lands and in the buildings thereon shall be paid by the Lessee; nor shall anything in this lease contained be construed to require the Lessee to pay any so-called income taxes assessed upon or in respect of the income of the Lessor, or any income taxes chargeable to or required to be paid by the Lessor, unless said income taxes shall be specifically levied against the income of the Lessor derived from the rent by this lease reserved expressly as and for a specific substitute for the taxes, in whole or in part, on the real estate by this lease demised which the Lessee has heretofore agreed to pay and discharge, which said income taxes said Lessee covenants and agrees upon reasonable written notice from the Lessor to pay as and when the same become due and payable; provided, however, that if the amount or rate of such income taxes so specifically levied against the income of the Lessor as a specific substitute for the taxes on the real estate by this lease demised which the Lessee has agreed to pay should be increased by reason of any other income received or property owned by the Lessor, then the Lessee shall not be obligated to pay such increased amount or excess, but only such tax as the Lessor would be obligated to pay in case it had no income other than the rental called for under this lease and after all deductions and exemptions allowed and specifically applicable by law to the income from the real estate hereby demised, not including any personal deduction or exemption allowed to the Lessor.

SECTION 2. The Lessee covenants and agrees to deliver to

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the Lessor from time to time original or duplicate original receipts showing the payment of all taxes and assessments required to be paid by the Lessee under the terms hereof within thirty (30) days from the date of the respective payments evidenced thereby. It is mutually agreed that the Lessee shall have the right to contest or review by legal proceedings (in the name of the Lessor if necessary) or in such other manner as it may deem suitable, all or any part of any tax or assessment or the payment or satisfaction of any tax or assessment which Lessee is required to pay under the terms hereof upon condition that it give to the Lessor ten (10) days' prior written notice of its intention so to do and that within said ten (10) days it either give to the Lessor a bond properly conditioned to save the Lessor harmless from the taxes or assessments so contested and all costs, loss or damage resulting from such proceedings or from the failure of the Lessee to make any such payments with surety satisfactory to the Lessor and in amount equal to one hundred twenty-five per cent (125%) of the amount of such tax or assessment so contested or that it deposit with the Lessor within said ten (10) days a sum equal to one hundred twenty-five per cent (125%) of the amount of such tax or assessment so contested; but, in the event Lessee shall exercise its option to deposit such sum of money in lieu of a bond, the Lessor shall not pay such tax or assessment until such proceedings, contests or other legal proceedings shall have been finally adjudicated and, if the same as a result of such proceedings, contest or other legal proceedings be reduced, cancelled or to any extent discharged, the Lessor after paying the amount found to be due by such adjudication shall return to the Lessee the amount, if any, paid by the Lessee in excess of the final sum with interest, penalties and other charges directed to be paid in or by such adjudication, the Lessee remaining liable for any deficiency. Subject to the right of the Lessee to contest or review any tax or assessment as aforesaid, the Lessor shall at its option

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have the right at all times during the said demised term to pay any taxes, assessments and interest and penalties on said taxes or assessments upon said premises, the building or buildings at any time situated thereon or any interest thereon herein agreed to be paid by the Lessee, remaining unpaid after the same shall have become delinquent or after any penalty or interest shall have accrued thereon, and without any obligation on the part of the Lessor to inquire into the validity of the taxes, assessments or other charges upon said premises so paid, and to pay, cancel and clear off all liens, charges and claims upon or against said demised premises, or the improvements thereon, herein provided to be paid by the Lessee, and to redeem said premises from the same, or any of them, from time to time, and the amount so paid, including reasonable expenses, shall be so much additional rent due from the Lessee to the Lessor at the next rent day after such payment, with interest at the rate of seven per cent (7%) per annum from the date of the payment thereof by the Lessor until the repayment thereof to the Lessor by the Lessee. Nothing hereinabove contained shall confer any right upon the Lessor to pay any such taxes, assessments, interests or penalties, so long as Lessee shall have given notice as hereinbefore provided, of its intention to contest or review the same, and shall have given the bond or made the deposit of money as hereinbefore provided and such contests or legal proceedings involving such contest or review have not been finally adjudicated.

SECTION 3. It is mutually covenanted and agreed that notwithstanding the other provisions of this lease the Lessee shall not be under obligation to pay any special assessments levied or assessed upon said demised premises on or after the first day of May, A. D. 1981 if the term of the lease shall terminate on or before April 30th, 1986; and that if the term of the lease shall be extended as herein provided then the Lessee shall not be under obligation to pay any special

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assessments levied or assessed upon said demised premises during the last five years of the extended term of the lease.

ARTICLE FOURTH.

USE AND CARE OF PREMISES.

SECTION 1. The Lessee hereby covenants and agrees to and with the Lessor that the Lessee will not use, or suffer or permit any person to use, said premises or any building at any time upon said premises for any use or purpose in violation of the laws of the United States, the State of Illinois or the ordinances of the City of Chicago, and that during said term said premises, and every part thereof, shall be kept by the Lessee in a clean and wholesome condition and, generally, that all lawful and valid health and police regulations shall in all respects and at all times be fully complied with by the Lessee, and also that the improvements at any time upon said demised premises and all the sidewalks and areas in front and along the side of the same, as well as in the rear thereof, shall be made and kept by the Lessee in good order and repair, conformable to the lawful or valid requirements of the City of Chicago and all other public authorities, and the Lessee shall save harmless the Lessor at all times against any loss, damage, cost or expense by reason of a failure so to do in any respect, or by reason of any accident, loss or damage resulting to person or property by reason of any act or thing done or omitted to be done by the Lessee, its agents or employees upon the said premises.

SECTION 2. The Lessee further covenants and agrees that the Lessee will save and keep harmless the Lessor and the above demised premises at all times during the continuance of this lease from all damages, claims, fines, penalties, costs and expenses whatsoever which may result to the Lessor, or to said demised premises, or to any improvements at any time situated thereon under the provisions of the present or any

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future statute of the State of Illinois, or of the United States, concerning the manufacture, sale or giving away of either spirituous, fermented or intoxicating liquors on said demised premises or in any building at any time situated thereon.

SECTION 3. The Lessee further agrees to pay all lawful inspection fees of any public office in connection with the said demised premises during the term of this lease.

ARTICLE FIFTH.

REENTRY UPON DEFAULT.

SECTION 1. The Lessee further covenants and agrees to and with the Lessor that if default shall at any time be made by the Lessee or its successors or assigns in the payment of the rent when due as aforesaid after any installment thereof becomes due and payable as aforesaid, and such default shall continue for forty-five (45) days after notice in writing thereof to the Lessee, or if default shall be made in any of the other covenants, agreements, conditions or undertakings herein contained to be kept, observed and performed by the Lessee, or its successors or assigns, and such default shall continue seventy-five (75) days after notice thereof in writing to the Lessee, it shall and may be lawful for the Lessor, at its election, to declare the said term ended and the said demised premises, and all buildings then situated thereon, or any part thereof, either with or without process of law, to reenter, and the Lessee and every person occupying, in or upon the same to expel, remove and put out, using such force as may be necessary in so doing, and the said premises, and all buildings then situate thereon, again to repossess and enjoy as in its first and former estate.

SECTION 2. Lessee hereby waives any demand for the possession of said premises in the event of the forfeiture of this lease and agrees that the written notice of default here-

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inbefore provided for may be given as hereinafter in Article Fifteenth provided.

ARTICLE SIXTH.

LIEN OF RENT.

It is further covenanted and agreed by and between the parties hereto that all installments of rent payable under this lease, after the same shall become due and payable, and the amount of all taxes and assessments paid by the Lessor under the provisions of this lease and all costs, reasonable attorneys' fees and expenses which may be incurred by the Lessor in enforcing the provisions of this lease or on account of any delinquency of the Lessee in carrying out any of the provisions of this lease shall be and they are hereby declared to be a valid and first lien upon any and all buildings standing or which may be erected or placed upon the said demised premises and upon the interest of the Lessee and its assigns in this lease and in the premises hereby demised. The Lessee agrees to pay all said costs, reasonable attorneys' fees and expenses.

ARTICLE SEVENTH.

COVENANTS AGAINST LIENS.

It is expressly covenanted and agreed by and between the parties hereto that nothing in this lease contained shall authorize the Lessee to do any act which shall in any way encumber the title of the Lessor in and to said demised premises, nor shall the interest or estate of the Lessor therein be in any way subject to any claim by way of lien or encumbrance, whether claimed by operation of law or by virtue of any express or implied contract by the said Lessee, and any claim to a lien upon said demised premises arising from any act or omission of the Lessee shall accrue only against the leasehold

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estate of the Lessee or improvements placed on said demised premises by Lessee and shall in no wise operate as a lien or encumbrance upon the title and rights of the Lessor in and to said demised premises and shall in all respects be subject to the paramount title and rights of the Lessor in and to said demised premises.

And the Lessee hereby covenants and agrees to and with the Lessor that the Lessee will save harmless said Lessor and said demised premises from all mechanics' liens in any way arising or growing out of any contract or agreement, express or implied, made by the Lessee with reference to said demised premises during the term of this lease.

ARTICLE EIGHTH.

INTEREST UPON ARREARS.

It is further covenanted and agreed that each and every installment of rent accruing under the covenants of this lease which shall not be paid when due shall bear interest at the rate of seven per cent (7%) per annum from the day when the same is payable under the terms of this lease until the same shall be paid, and that all other sums becoming due or payable to the Lessor under this lease, including all moneys expended by the Lessor pursuant to the provisions of this lease on account of any default by the Lessee in the performance or observance of any of the covenants of this lease, shall in like manner bear interest from the respective dates when the same shall be advanced or paid by the Lessor at the rate of seven per cent (7%) per annum, until the same shall be repaid by the Lessee to the Lessor, and all sums so advanced or paid by the Lessor shall become additional rent under the terms of this lease and shall become due and payable with the installment of rent falling due under the terms of this lease next after the date of the advance or payment of said sum by the Lessor.

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ARTICLE NINTH.

ASSIGNMENT OF LEASE.

The Lessee hereby covenants and agrees to and with the Lessor that it will not assign this lease without the written consent of the Lessor provided such consent shall not be unreasonably withheld and provided further Lessor's consent shall not be withheld in the event Lessee either consolidates or merges with or into any other corporation or sells or transfers all or substantially all of its property and assets to any other corporation and this lease is assigned in connection therewith; provided, however, that any such consolidation, merger, sale or transfer shall be upon the condition that the corporation formed by or resulting from any such consolidation or merger or which shall have received the transfer of all or substantially all of the property and assets of the Lessee shall assume the obligations of the Lessee hereunder; and, in the event of any such consolidation, merger, sale or transfer, the Lessee shall be relieved of its obligations hereunder. The Lessee agrees to pay to said Lessor any reasonable charges and expenses incurred by said Lessor in connection with any such assignment.

It is agreed, however, that the Lessee may sublet said premises, or parts thereof, provided that notwithstanding such subletting the Lessee shall remain liable upon the covenants and agreements of this lease which extend to and bind said Lessee.

ARTICLE TENTH.

It is further expressly covenanted and agreed by and between the parties hereto that in no case shall the Lessor be liable under any express or implied covenant of this lease for any damage whatsoever to the said Lessee beyond the loss of the rent reserved by this lease accruing after the act or breach

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of covenant for which damages may be sought to be recovered against said Lessor, and in the event that said Lessee shall be ousted from the possession of said premises by reason of any defect in the title of said Lessor, said Lessee shall not be required to pay any rent under this lease while it is so deprived of the possession of said premises, and that said Lessor shall not incur any liability by such ouster beyond the loss of rent while said Lessee is so deprived of possession of said premises.

ARTICLE ELEVENTH.

ERECTION OF BUILDINGS AND IMPROVEMENTS.

SECTION 1. It is mutually understood and agreed that the Lessee may at any time during the term (original or extended) of this lease erect upon said demised premises such buildings and improvements as it may desire to erect; that the Lessee may at any time during the said term of this lease remove from said demised premises any and all buildings which may be located thereon; and that the title to any and all buildings placed by the Lessee upon said demised premises during the original or extended term of this lease shall remain in the Lessee.

SECTION 2. As a protection to the Lessor against possible mechanics' liens upon the lands hereby demised growing out of the erection by the Lessee of buildings and improvements on said lands, the Lessee agrees that before commencing the erection upon said lands of any building or improvements, and before letting any contracts in connection with the erection thereof, the Lessee will furnish to the Lessor copies of the plans and specifications of said buildings and improvements and an estimate of the cost of the building or improvements so to be erected made by the architect having charge of the erection thereof and verified by his affidavit, and that before commencing the erection of said building or improve-

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ments, and before the making of any contracts for the erection thereof, the Lessee will deposit with Continental Illinois National Bank and Trust Company of Chicago, doing business in Chicago, Illinois, hereinafter called the "Trustee," securities approved by said Trustee having an actual market value of not less than two-thirds ($2/3$) of the estimated cost of the building and improvements which the Lessee proposes to construct upon the demised premises. Said Lessee may make said deposit, hereinafter called the "Fund," wholly or partially in cash in lieu of said securities, and the Fund so to be deposited shall be held and applied by said Trustee in trust as follows:

(1) Until default shall be made by the Lessee in the observance or performance of the covenants, agreements and conditions in this lease contained on its part to be kept, observed and performed, all the net income received by said Trustee from said Fund shall, after deducting therefrom its reasonable costs and charges in connection with the deposit thereunder, be paid over as and when received, upon request, to the Lessee; and upon the completion of the erection of the new buildings and improvements upon the demised premises and the payment by said Lessee of all costs, expenses and liabilities incurred in the erection of said buildings and improvements, so that said demised premises and the buildings situated thereon shall be free and clear of all liens of mechanics and materialmen and similar liens arising out of the construction of said buildings and improvements, so much of said Fund as is then on deposit under this lease with said Trustee shall be paid over and delivered to the Lessee upon its paying said Trustee its reasonable costs and charges in connection with said Fund.

(2) When said Lessee shall have commenced to construct new buildings and improvements upon said demised premises in accordance with the estimate of the architect submitted to the Lessor as aforesaid and shall have prosecuted the erec-

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tion of such buildings and improvements and made payments on account thereof to such an extent that the Fund then in possession of said Trustee hereunder shall be sufficient to pay for the completion of said new buildings and improvements, the said Lessee shall be entitled, from time to time as the work progresses, to have said Fund then on deposit applied by said Trustee upon architect's certificates to the payment of the cost of completing said new buildings and improvements or from time to time to withdraw cash and/or securities from said Fund so deposited in an amount equal to the payments thereafter made by said Lessee on account of the completion or the further construction of said buildings and improvements as evidenced by architect's certificates; provided, however, that there shall at all times be left with said Trustee a sufficient amount in value of said Fund to pay for completion of said buildings and improvements so that the same shall be free from the liens of mechanics and materialmen.

(3) In the event that said Lessee shall make default in any of the payments required to be made by it under the terms of this lease while said Fund, or any part thereof, shall remain on deposit with said Trustee, said Lessor, at its option, shall have the right to receive from said Trustee out of said Fund an amount or amounts equal to the payment or payments in regard to which said Lessee shall so make default.

SECTION 3. Notwithstanding the provisions of Section 2 of this Article Eleventh, it is agreed that the Lessee shall have the right, without making deposits of cash or securities as aforesaid to erect any additional building or from time to time to make additions to and changes in existing buildings standing on said premises which additional building or changes and additions shall cost not to exceed Fifty Thousand Dollars (\$50,000.00) in accordance with architect's estimates to be furnished as aforesaid.

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If in any case the Lessee shall fail to complete the erection of any buildings or improvements within two (2) years after the erection thereof shall have been commenced by the Lessee, then the money and securities then remaining on deposit with the Trustee shall be delivered by the Trustee to the Lessor and shall be used by the Lessor for the purpose of completing the erection of such buildings and improvements and protecting the demised lands from mechanics' liens in any way growing out of the erection of said buildings and improvements, returning any residue to the Lessee.

It is mutually agreed that, notwithstanding the foregoing provisions of this Section 3, the Lessee at any time upon written notice to the Lessor may abandon the completion of any additions to or changes in existing buildings which it shall have commenced to make and have returned to it the amount, if any, deposited with the Trustee to secure the erection thereof, provided that the Lessee in such case before receiving its deposit shall place any buildings then on the demised premises in good and usable condition, free from liens.

SECTION 4. It is expressly covenanted and agreed by and between the parties hereto that the Lessor and Lessee herein, by an instrument in writing duly executed by them and delivered to the then acting Trustee hereunder, shall have the right to remove such Trustee. It is further covenanted and agreed by and between the parties hereto that in case of the dissolution, resignation, removal, inability or refusal to act of the then Trustee, any successor trustee appointed by an instrument in writing duly executed by the Lessor and Lessee herein, shall be entitled, on payment of the reasonable costs and charges of the then acting Trustee, to receive from said Trustee all securities, moneys, policies or other property held by said Trustee hereunder, and shall thereafter be vested with all of the rights and powers herein conferred upon the Trustee herein appointed.

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ARTICLE TWELFTH.

SURRENDER UPON TERMINATION.

SECTION 1. The said Lessee covenants and agrees with the said Lessor that, upon the termination of this lease in any manner or for any cause, the said Lessee will at once surrender and deliver up to the Lessor said demised premises together with all the improvements thereon and that all buildings, fixtures and improvements then standing on the said demised premises shall belong to the said Lessor, and that no compensation shall be allowed or paid therefor, unless the original term of this lease shall have been extended pursuant to the terms hereof, in which event all buildings, fixtures and improvements standing on said demised premises at the end of the original term shall continue to belong to said Lessee, provided however that upon termination for any cause of said extended term, all buildings and improvements then upon said demised premises shall be surrendered and shall belong to the Lessor without any compensation paid to said Lessee.

It is mutually agreed that (1) the Lessee at any time when it shall not be in default in the observance or performance of any of the covenants or agreements of this lease on its part to be kept, observed or performed shall have the right to remove from the demised premises the buildings and fixtures standing thereon; and (2) the Lessee shall not remove from the demised premises any buildings or fixtures standing thereon while the Lessee shall be in default in the observance or performance of any of its covenants and agreements in this lease contained.

Lessor further covenants and agrees to and with said Lessee that Lessee shall have and said Lessor hereby grants to said Lessee the right and option, at its election and upon the terms and conditions hereinafter set forth, to extend the term of this lease for a further period of twenty (20) years

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or of thirty (30) years from and after the date specified herein for the termination of the term hereof at an annual rental of five per cent (5%) of the fair cash value of said demised lands, which said value shall be determined as hereinafter provided.

It is mutually agreed by the parties hereto that, if the fair cash value of said demised lands during an extended period of this lease shall not have been agreed upon by the parties hereto on or prior to the first day of May, A. D. 1981, then said value shall be determined by appraisement as follows:

The Lessee may at any time after the first day of May, A. D. 1981, select a disinterested person as an appraiser and notify in writing the Lessor of such selection, whereupon the Lessor shall, within fifteen (15) days after receiving such notice, select a disinterested person as an appraiser and notify in writing the Lessee of such selection, and in case the Lessor shall not, within fifteen (15) days thereafter select an appraiser as above provided and notify the Lessee in writing, of such selection, the Lessee may select a second appraiser of like qualification.

The two persons chosen as appraisers as above provided shall select a third appraiser of like character and qualifications as above provided within fifteen (15) days after the selection of said second appraiser, and if the two appraisers first selected as aforesaid shall be unable to agree upon said third appraiser within the time above specified then either of the parties to this lease, upon giving fifteen (15) days' notice in writing to the other party or to the appraiser selected by it, may apply to any Judge of any Court having chancery jurisdiction within the said County of Cook for the appointment of a third appraiser, and any appraiser appointed by any such Judge upon such application shall have the same powers and duties as if selected by the two appraisers first selected as hereinbefore provided. In case any person selected or appointed to act as appraiser under this lease shall neglect or refuse to serve or shall be unable to act, then the

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party or persons selecting or the Court appointing him shall forthwith select or appoint another person as appraiser in his place and the other person so selected or appointed shall have like qualifications, powers and duties as the person who shall neglect, refuse or be unable to act; and the parties aforesaid in case of the neglect, refusal or inability of any appraiser to act shall continue to select or appoint appraisers in the manner aforesaid until persons shall be selected or appointed as appraisers hereunder who are willing and able to act. Said appraisers so appointed shall ascertain and determine the fair cash value at the time of said appraisal of said demised lands as if the same were vacant and without any improvements thereon and were unencumbered by this lease; and the award in writing of said appraisers, or of a majority of them, shall be binding upon all parties to this lease for the purpose of fixing such values. A duplicate of the award of said appraisers shall be delivered by them to each of the parties to this lease.

It is mutually agreed that all expenses of said appraisal, including reasonable compensation to the appraisers, shall be borne equally by the parties hereto.

SECTION 2. The Lessee shall exercise its option to extend the term of this lease as follows: On or before the first day of May, A. D. 1984, the Lessee shall give to the Lessor notice in writing of its election to extend the term of this lease beyond the thirtieth day of April, A. D. 1986, and in said notice the Lessee shall state whether the extension shall be for twenty (20) or for thirty (30) years.

If written notice shall not be given to the Lessor by the Lessee as aforesaid, the said option shall terminate on the first day of May, A. D. 1984.

It is mutually agreed, however, that if the award of the appraisers herein provided for shall not have been completed and delivered to the parties hereto on or before the first day of February, A. D. 1984, then the right and option of the Les-

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see to extend the term of this lease for a further period of twenty (20) years or of thirty (30) years from the thirtieth day of April, A. D. 1986, shall be extended beyond the first day of May, A. D. 1984, for a period of ninety (90) days from the date on which the award of said appraisers shall be completed and delivered to the parties hereto; and within said extended period of ninety (90) days the Lessee shall give to the Lessor notice in writing of its election to extend the term of this lease and in said notice the Lessee shall state whether the extension shall be for twenty (20) years or for thirty (30) years; and if written notice shall not be given to the Lessor by the Lessee within said ninety (90) days as aforesaid, then said option shall terminate at the expiration of said period of ninety (90) days. And in any event the Lessee's said option to extend this lease shall terminate on the thirtieth day of April, A. D. 1986, if the same shall not have been exercised as herein provided prior to said date.

SECTION 3. In the event of the election of said Lessee to extend the term of this lease, the Lessor and Lessee covenant and agree forthwith to execute a new lease of said demised lands for the additional period of twenty (20) years or of thirty (30) years as Lessee may elect, which lease shall provide for an annual rental to be paid by the Lessee for said additional period equal to five per cent (5%) of the value of the said demised lands fixed by said appraisalment and shall contain all the covenants, agreements and provisions herein contained (with the covenant to pay rent being modified as aforesaid) except the agreement by the Lessor to extend the term of this lease, it being the agreement of the parties hereto that there shall be no extension of the term of this lease beyond April 30, A. D. 2016; and that, if the term demised by this lease shall be extended pursuant to the provisions hereof for a period of twenty (20) years or of thirty (30) years from May 1, 1986, then upon the termination of said extended lease by lapse of time or otherwise all buildings and improve-

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ments then standing upon the demised premises shall belong to and be surrendered to the Lessor without any compensation being paid therefor.

It is mutually agreed by the parties hereto that if a new lease shall not be executed by the parties hereto for the extended period herein provided for then this lease shall continue in force and effect for the extended period with such changes therein as may be necessary to make said lease conform to the requirements for the new lease above set forth and the annual rental for the additional period of twenty (20) years or of thirty (30) years herein provided for shall be five per cent (5%) of the fair cash value of said lands fixed by appraisement for the extended period as above provided, payable in equal monthly installments in advance at the same times in each year as in this lease provided with regard to the rent payable during the original term demised by this lease; and, on the termination of this lease at the expiration of the extended period herein provided for, all the buildings and improvements upon said demised premises shall be surrendered to and belong to the Lessor without any compensation being allowed or paid therefor.

ARTICLE THIRTEENTH.

CONDEMNATION.

SECTION 1. It is mutually agreed by and between the parties hereto that if at any time during the term hereby demised the entire property hereby demised shall be taken under eminent domain proceedings, or if so much of said property shall be taken in said proceedings that the portion remaining uncondemned shall not be suitable for the purposes for which said demised premises are then being utilized by the Lessee, then this lease and the term hereby demised shall terminate and be at an end on the day on which the Lessee shall be required to surrender possession of the condemned premises

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pursuant to the judgment in said condemnation proceeding, and the entire amount awarded in said proceeding for the demised lands taken and for damages to the portion of said demised lands not taken shall belong to and be paid to the Lessor as if no lease on said lands were in existence, and the amount awarded in said proceeding for the buildings and improvements on said lands so taken and for damages to the portion of said buildings and improvements not taken shall belong to and be paid to the Lessee.

It is expressly understood that it is a condition upon which this lease is made that under the circumstances above specified the Lessee shall not be entitled to receive in said proceeding any portion of the amount awarded in said proceeding for the demised premises, except the amount awarded for the buildings and improvements taken in said proceeding and damages to the portion of said buildings and improvements not taken.

SECTION 2. It is further mutually agreed by the parties hereto that if a portion of said demised premises shall be taken in eminent domain proceedings during the term hereby demised and the remainder of said premises not taken shall be suitable for the purposes for which said demised premises are then being utilized by the Lessee, then the entire amount of the award made in said proceedings for the portion of the demised lands taken and for damages to the remainder of said lands not taken shall be paid to the Lessor as if no lease were in existence on said lands, and the amount awarded in said proceeding for the portion of the buildings and improvements on the demised lands taken in said proceeding, together with the amount, if any, awarded for damages to the portion of said buildings not taken shall be paid to the Lessee; and in such event this lease shall continue in force and the amount of the yearly rent hereby reserved shall be abated in each year of the portion of the demised term remaining after the date when the Lessee shall surrender possession of the por-

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tion of the demised premises taken in said condemnation proceeding, pursuant to the judgment in such proceeding, by an amount which shall bear the same proportion to the rent reserved by and payable under this lease for such year that the area in square feet of the part of the lands hereby demised so taken by condemnation shall bear to the total area in square feet of the lands demised by this lease and remaining subject to the lease at the time of the condemnation judgment or at the option of the Lessee by an amount which shall be three and one-half per cent (3½%) of the amount of the award paid to the Lessor pursuant to the judgment in said proceeding for the portion of the demised lands taken in said proceeding and for the damages to the lands not taken.

ARTICLE FOURTEENTH.

SUB-SIDEWALK SPACE.

It is mutually agreed by the parties hereto that the Lessor does not by this lease demise to the Lessee any space under, in, upon or above any street, alley or sidewalk adjoining or adjacent to said demised premises, but the Lessor gives to the Lessee during the continuance of the term of this lease, and subject to all the covenants, provisions and conditions thereof, only such rights to the use of any space under, in, upon or above any adjoining or adjacent street, alley or sidewalk as the Lessor himself may have, and therefore said Lessee expressly covenants and agrees to save said Lessor harmless from all claims by the City of Chicago, or any other public authority, for compensation or damages, by reason of the use, or occupation of, or intrusion upon, above or under any street, alley or sidewalk, or part thereof, adjoining or adjacent to said demised premises by said Lessee, or anyone occupying said demised premises under the said Lessee. And the Lessee further covenants and agrees that upon the termination of this lease in any way, whether by lapse of time or otherwise, all interests of the Lessee and of anyone claiming,

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or to claim, under it, or on its behalf, in any such space, however such interests may have been acquired or secured, shall revert to the Lessor without any compensation being allowed or paid therefor.

ARTICLE FIFTEENTH.

MANNER OF SERVING NOTICE.

In every case where, under any of the provisions of this lease, or in the opinion of either Lessor or Lessee, or otherwise, it shall or may become necessary or desirable to make, give, serve or deliver any declaration, demand or notice of any kind or character or for any purpose whatsoever, it shall be sufficient:

Either (1) to deliver, or cause to be delivered, a copy of any such declaration, demand or notice to the Lessor or Lessee for the time being (as the case may be) provided that if the party to whom such notice, declaration or demand is being given is a corporation, then the delivery shall be to an executive officer of such corporation:

Or (2) to send or cause to be sent a copy of any such declaration, demand or notice by registered mail, postage prepaid, properly addressed to the Lessor or the Lessee for the time being (as the case may be) at such last address as the one party may have theretofore furnished to the other party in writing for the declared and express purpose of receiving notices, which said notice of address or change of address shall be given by one of the methods provided in this Article:

Or (3) if the Lessee shall not have so furnished an address as above specified, then said declaration, demand or notice may be conspicuously posted for ten consecutive days in three places upon the demised premises.

All notices to or demands upon the Lessor or Lessee are hereby required to be in writing; and in any case the declaration, demand or notice, or copy thereof, may be signed and made, given or served by the Lessor and/or Lessee, in person or by an agent, attorney or servant.

And in each and every case such service, in any of the modes above provided, of any declaration, demand or notice

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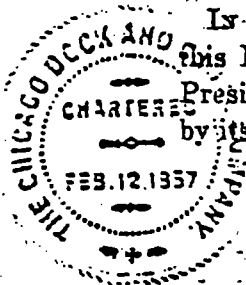
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shall be sufficient and held effectual for all purposes and no other or further declaration, demand or notice or method or manner of giving, serving or delivering the same, shall be required.

ARTICLE SIXTEENTH.

It is further covenanted and agreed by and between the parties hereto that all the covenants, agreements, conditions and undertakings in this lease contained shall extend to and be binding upon the successors, legal representatives and assigns of the respective parties hereto the same as if they were in every case named and expressed, and wherever in this lease reference is made to either of the parties hereto it shall be held to also include and apply to, wherever and whenever applicable, the successors, legal representatives and assigns of such party the same as if in each and every case so expressed.

IN WITNESS WHEREOF each of the parties hereto has caused this Indenture to be signed in its corporate name, by its President, and its corporate seal to be hereto affixed, attested by its Secretary, the day and year first above written.



THE CHICAGO DOCK AND CANAL COMPANY,

By William O'Brien
President.

Attest:

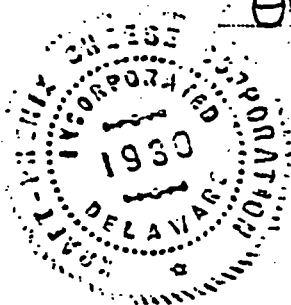
William A. Van Houghton
Secretary.

KRAFT-PHENIX CHEESE CORPORATION,

By J. Kraft
President.

Attest:

Barbara R. P. P.
Secretary.



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STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

I, Margaret Hayes, a Notary Public in and for said county and state DO HEREBY CERTIFY that William O. Green and William A. Van Houghton, personally known to me to be the same persons whose names are respectively as President and Secretary of The Chicago Dock and Canal Company, a corporation organized and existing under and by virtue of a special act of the Legislature of the State of Illinois, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said The Chicago Dock and Canal Company and as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN UNDER MY HAND and Notarial Seal this 12th day of ~~September~~, A. D. 1936.

October

Margaret Hayes
Notary Public.

My Commission Expires:

May 6, 1939

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STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

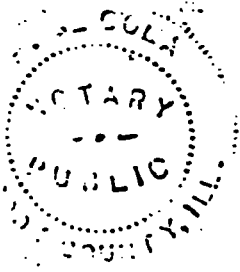
I, H. Decola, a Notary Public in and for said county and state DO HEREBY CERTIFY that J. L. Kraft and Oliver A. Blackburn personally known to me to be the same persons whose names are respectively as President and Secretary of Kraft-Phenix Cheese Corporation, a corporation of the State of Delaware, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said Kraft-Phenix Cheese Corporation and as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN UNDER MY HAND and Notarial Seal this 23rd day of September, A. D. 1936.

H. Decola
Notary Public.

My Commission Expires:

August 14-1938



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Edward J. Stankel

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AND RECORDED IN
BOOK PAGE
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OCT 2 AM 11 23

FILED FOR RECORD

STATE OF ILLINOIS } ss. no.
COOK COUNTY

11883515

EASEMENT GRANTED TO CHARLES P. MEGAN, TRUSTEE
was filed for record on October 9, 1936 at 3:01
P.M. Book 33081, page 241, document Number
11892183.

BOOK 44100 PAGE 404

THIS INSTRUMENT is a lease amendment made this 1st day of November, 1948, between THE CHICAGO DOCK AND CANAL COMPANY, a corporation organized and existing under and by virtue of a special act of the Legislature of the State of Illinois and doing business in the City of Chicago, in said State, party of the first part, hereinafter referred to as the "Lessor", and KRAFT FOODS COMPANY (formerly named KRAFT-HEINLE CHEESE CORPORATION), a corporation of the State of Delaware, duly licensed to transact business in the State of Illinois and doing business in the City of Chicago, in said State, party of the second part, hereinafter referred to as the "Lessee";

WHEREAS, by indenture of lease dated the 1st day of September, 1936, between the Lessor and the Lessee, the Lessor demised and leased unto the Lessee the following described real estate situated in the City of Chicago, in the County of Cook and State of Illinois, to-wit:

Lots 3, 4, 5 and 6 in The Chicago Dock and Canal Company's Peshtigo Dock Addition to Chicago in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, according to a plat of said Addition recorded in the Office of the Recorder of Cook County, Illinois, on September 17, 1939, in Book 39 of Plats, at page 18, as Document No. 1157023;

for a term of 49 years and 6 months beginning on the 1st day of November, 1936, and ending on the 30th day of April, 1986.

The parties hereto mutually agree, in consideration of the covenants and agreements herein contained, to amend said lease as follows:

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ARTICLE FIRSTPremises and Term

In addition to the leased premises above described, the Lessor demises and leases unto the Lessee the following described real estate situated in the City of Chicago, in the County of Cook and State of Illinois, to-wit:

The East 10 feet of Lot 2 in The Chicago Dock and Canal Company's Peattigo Dock Addition to Chicago in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, according to a plat of said Addition recorded in the Office of the Recorder of Cook County, Illinois, on September 17, 1939, in Book 39 of Plats, at page 18, as Document No. 1157023;

(hereinafter called "additional property").

TO HAVE AND TO HOLD said additional property for and during a term of 37 years and 6 months beginning on the 1st day of November, 1948, and ending on the 30th day of April, 1986, unless said term shall be sooner terminated as in said lease set forth, yielding possession and paying rent therefor as hereinafter provided.

ARTICLE SECONDRent

In consideration of the leasing aforesaid, said Lessee covenants and agrees to pay to said Lessor rent for said additional property as follows: The sum of \$62.50 on the 1st day of each month for the period beginning November 1, 1948, and ending April 30, 1950; and the sum of \$83.34 on the 1st day of each month for the period commencing May 1, 1950, and ending April 30, 1986. Said rent shall be payable in advance as provided for in said lease as amended.

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In the event said lease as amended shall at any time hereafter be extended under the provisions of Article Twelfth thereof, the monthly rental for the additional property shall be increased for the extended period or periods in the same ratio as the rental required to be paid under Article Twelfth of said lease. In no event, however, shall the rental for the additional property for any month of the extended term be less than \$83.34 per month.

ARTICLE THIRD

Taxes

As a further consideration for the leasing of the additional property, the Lessee covenants and agrees to and with the Lessor that the Lessee will pay, in addition to the rents above specified, all taxes and assessments, general and special, including water rents, levied or assessed upon said additional property or any part thereof, and upon the improvements situated thereon or therein, during the term of the said lease as amended, or levied or assessed during the said term upon the interest of the Lessor in and under this lease, all of which said taxes and assessments shall be paid by the Lessee in the name of and in behalf of the Lessor before any penalty or interest accrues thereon or on any part thereof, all as provided for, and subject to the covenants, conditions and agreements in Article Third of said lease as amended.

In the event separate bills are not obtained for the additional property, the amount of such taxes and assessments shall be apportioned and determined for the additional property by the Lessor.

The Lessee agrees to pay such taxes and assessments in each case within 10 days after receipt of Lessor's statement of the amount thereof.

ARTICLE FOURTH

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Except as otherwise specifically provided for, all of the covenants, agreements and conditions of said original lease of September 1, 1936, shall apply to the additional property.

Said lease as amended is hereby ratified, affirmed and approved.

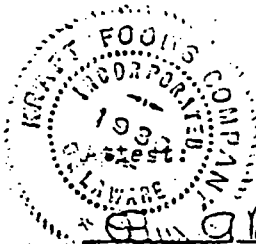
IN WITNESS WHEREOF each of the parties hereto has caused this instrument to be signed in its corporate name, by its President, and its corporate seal to be hereto affixed, attested by its Secretary, the day and year first above writ-



THE CHICAGO DOCK AND CANAL COMPANY

By Hermann A. Van Housdon
President

William A. Van Housdon
Secretary



KRAFT FOODS COMPANY

By J. H. Kraft
Vice President

Ray A. P. P. P.
Secretary

STATE OF ILLINOIS)
COUNTY OF COCK) SS.

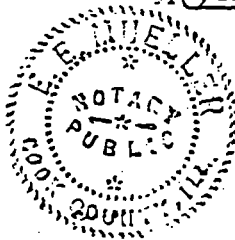
I, E. D. Muehle, a Notary Public in and for said County and State DO HEREBY CERTIFY that Hermann A. Van Housdon and William A. Van Housdon, personally known to me to be the same persons whose names are respectively as President and Secretary of The Chicago Dock and Canal Company, a corporation organized and existing under and by virtue of a

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special act of the Legislature of the State of Illinois, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said The Chicago Dock and Canal Company and as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 10th day of December, 1948.



E. J. Mueller

Notary Public

My commission expires June 9, 1951

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, Edmund J. Mueller, a Notary Public in and for said County and State DO HEREBY CERTIFY that John J. Kraft and William H. Kraft, personally known to me to be the same persons whose names are respectively as President and Secretary of Kraft Foods Company, a corporation of the State of Delaware, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said Kraft Foods Company and as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 9th day of December, 1948.

Harold

Notary Public

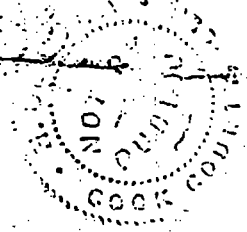
My commission expires July 14, 1950

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BOOK 44S94PAGE 475

THIS INSTRUMENT is a lease amendment made this 20th day of October, 1949, between THE CHICAGO DOCK AND CANAL COMPANY, a corporation organized and existing under and by virtue of a special act of the Legislature of the State of Illinois and doing business in the City of Chicago, in said State, party of the first part, hereinafter referred to as the "Lessor", and KRAFT FOODS COMPANY (formerly named KRAFT-PHENIX CHEESE CORPORATION), a corporation of the State of Delaware, duly licensed to transact business in the State of Illinois and doing business in the City of Chicago, in said State, party of the second part, hereinafter referred to as the "Lessee".

WHEREAS, by indenture of lease dated the 1st day of September, 1936, between the Lessor and the Lessee, the Lessor demise and leased unto the Lessee the following described real estate situated in the City of Chicago, in the County of Cook and State of Illinois, to-wit:

Lots 3, 4, 5 and 6 in The Chicago Dock and Canal Company's re-siting Dock Addition to Chicago in Section 13, Township 39 North, Range 14 East of the Third Principal Meridian, according to a plat of said Addition recorded in the Office of the Recorder of Cook County, Illinois, on September 17, 1939, in book 39 of plats, at page 18, as document no. 1157023;

for a term of 49 years and 6 months beginning on the 1st day of November, 1936, and ending on the 30th day of April, 1986; and

WHEREAS, by a lease amendment dated the 1st day of November, 1943, between the Lessor and the Lessee, the Lessor included the following described additional property situated

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in the City of Chicago, in the County of Cook and State of Illinois, with that demise by said lease dated the 1st day of September, 1936, to-wit:

The East 10 feet of Lot 2 in The Chicago Dock and Canal Company's Resubdivision Addition to Chicago in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, according to a plat of said Addition recorded in the Office of the Recorder of Cook County, Illinois, on September 17, 1939, in Book 39 of Plats, at page 13, as Document No. 1157023;

and

WHEREAS, said lease amendment dated the 1st day of November, 1943, required the Lessee to pay certain additional rent and taxes on account of such additional property, all as set forth in said amendment; and

WHEREAS, said lease as amended by said instrument dated the 1st day of November, 1948, is still in full force and effect and the parties desire to include another parcel of real estate within the premises demise by said lease as amended and to further amend said lease;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereby covenant and agree with each other as follows:

ARTICLE FIRST

Premises and Term

From and after the date hereof, there shall be included in the property demise and leased by said lease dated the 1st day of September, 1936, as amended by said amendment dated the 1st day of November, 1948, and as further amended by this amendment the following described real estate situated in the City of Chicago, in the County of Cook and State of Illinois, to-wit:

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Lots 1 and 2 (except the East 10 feet of Lot 2) in The Chicago Lock and Canal Company's Meshtiga Addition in Section 10, Township 39 North, Range 12 East of the Third Principal Meridian, according to a plat of said Addition recorded in the Office of the Recorder of Cook County, Illinois, on September 17, 1889, in Book 39 of Plats, at page 12, as Document No. 1157023; Also, Lots 6 and 7 in Sub-Block 3 of Block 19 in The Chicago Lock and Canal Company's subdivision of their subdivision of Original Water Lot 35 and the Accretion thereto; all of Block 8 and Accretion and of that part of Block 19 lying East of Sub-Block 2, all in Kinzie's Addition to Chicago, according to a plat of said subdivision recorded in the Office of the Recorder of Cook County, Illinois, on March 17, 1885, in Book 19 of Plats, at page 77, as Document No. 610129;

shown as Parcel "C" on the plat attached hereto and made a part hereof as Exhibit A, (said parcel being hereinafter called "the property added by this amendment").

TO HAVE AND TO HOLD for a term commencing as to the property added by this amendment on the 1st day of December, 1949, and ending (along with the termination of the term as to all of the property) on the 30th day of April, 1986, unless said term shall be sooner terminated or extended as hereinafter set forth, yielding possession and paying rent therefor as hereinafter provided for:

ARTICLE SECOND

Rent

In consideration of the leasing of the property added by this amendment, the Lessee covenants and agrees to pay (in addition to the rental required to be paid by said lease dated the 1st day of September, 1936, and by said amendment dated the 1st day of November, 1942) to said Lessor rent as follows:

- (1) For the period commencing December 1, 1949, and ending March 31, 1960, the sum of \$1,770.33 per month;

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(ii) The sum of \$1,771.25 for the month of April, 1960;

(iii) If the lease as amended shall not be terminated with respect to the property added by this amendment on April 30, 1960, then for the period from May 1, 1960, to April 30, 1970, a sum to be determined by appraisal as provided for in Article Sixth hereof;

(iv) If the lease as amended shall not be terminated with respect to the property added by this amendment on April 30, 1970, then for the period from May 1, 1970, to April 30, 1980, a sum to be determined by appraisal as provided for in Article Sixth hereof;

(v) If the lease as amended shall not be terminated with respect to the property added by this amendment on April 30, 1980, then for the period from May 1, 1980, to April 30, 1986, a sum to be determined by appraisal as provided for in Article Sixth hereof;

(vi) If the lease as amended shall be extended with respect to all of the parcels and property originally demised by the lease of the 1st day of September, 1936, and by the amendment of the 1st day of November, 1948, then Lessee, at its election and upon the terms and conditions set forth in Article Twelfth of the lease dated the 1st day of September, 1936, shall have the right and option to extend the term with respect to the property added by this amendment for a further period equal to the period for which the term of said lease of the 1st day of September, 1936, is extended, and the rental for the property added by this amendment shall be determined under the provisions of said Article Twelfth in the manner provided for therein the same as if the property added by this amendment had been included in the legal description of the premises demised by the original lease at all places therein where said property is described or referred to. In determining said appraised value under said Article Twelfth, the appraisers shall determine separately the appraised value of the premises demised by the lease of the 1st day of September, 1936, and the appraised value of the property added by this amendment.

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In any case, rental required to be paid hereunder, whether or not determined by appraisal, shall be payable in monthly installments in advance on the 1st day of each month during the period for which payable at the place and as provided for in said lease of the 1st day of September, 1936, as amended.

ARTICLE THIRD

Rental Increase on Property
Added by Amendment of the Lease of the
1st day of November, 1948

In determining the ratio of increase of rental, if any, required to be paid for the additional property added by said amendment of the 1st day of November, 1948, there shall be considered only the ratio of increase of the property originally demise by said lease of the 1st day of September, 1936, and there shall not be included any increase by reason of the addition of the property added by this amendment.

ARTICLE FOURTH

Taxes

As a further consideration for the leasing of the property added by this amendment, the Lessee covenants and agrees to and with the Lessor that the Lessee will pay, in addition to rent, all taxes and assessments, general and special, including water rents, levied, assessed or charged upon the property added by this amendment or any part thereof, and upon the improvements situated thereon or therein, so long as the property added by this amendment shall be included as a part of the premises demise by said lease of the 1st day of September, 1936, or levied or assessed during

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said period upon the interest of the Lessor in and under the lease of the 1st day of September, 1936, as amended hereby, all of which said taxes and assessments shall be paid by the Lessee in the name of and in behalf of the Lessor before any penalty or interest accrues thereon or on any part thereof, all as provided for and subject to the covenants, conditions and agreements of Article Third of said lease as amended.

Until separate bills can be obtained in respect of the property added by this amendment (with or without the other property demised by the lease of the 1st day of September, 1936), the amount of such taxes and assessments shall be apportioned and determined by the Lessor for the property added by this amendment. The Lessee agrees to pay such taxes and assessments in each case within 10 days after receipt of Lessor's statement of the amount thereof.

The taxes and assessments payable under this amendment shall include 1/12th of those for the year 1949 and the pro rata portion applicable to that portion of the calendar year which shall have expired at the time of termination of the lease with respect to the property added by this amendment for the year in which this lease shall terminate with respect to such parcels, by lapse of time or otherwise.

ARTICLE FIFTH

Cancellation Privileges as to Property Added by this Amendment

The Lessee shall have the right to cancel and terminate this lease with respect to the property added by this amendment by 12 months' prior written notice to Lessor

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on any of the following dates:

April 30, 1960
 April 30, 1970
 April 30, 1980

Unless said lease dated the 1st day of September, 1936, shall be extended as therein provided for beyond April 30, 1986, this lease shall terminate as to the property added by this amendment on April 30, 1986. Such notice shall be served as provided for in said lease of the 1st day of September, 1936, as amended.

ARTICLE SIXTH

Determination of Rent

In the event this lease shall not be terminated with respect to the property added by this amendment on April 30, 1960, April 30, 1970, or April 30, 1980, then the rental for the ensuing period and until the next date fixed for termination or until the lease shall terminate by its terms with respect to the property added by this amendment shall be determined by appraisal as hereinafter provided for.

The rate of rental for each such period shall be at the rate of an annual rental of 5 per cent of the fair cash value of the property added by this amendment, which said value shall be determined as follows:

It is mutually agreed that if the fair cash value of the property added by this amendment during any such period shall not have been agreed upon by the parties hereto on a date which is at least 12 months prior to the next date upon which this lease may terminate with respect to the property added by this amendment as hereinabove provided for, an appraisal shall be made in the following manner: The lessee may at any time not less than 11 months prior to the first

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day of the period for which such rental rate is to be determined select a disinterested person as an appraiser and notify in writing the Lessor of such selection, whereupon the Lessor shall, within 15 days after receiving such notice, select a disinterested person as an appraiser and notify in writing the Lessee of such selection, and in case the Lessor shall not, within 15 days thereafter, select an appraiser as above provided and notify the Lessee in writing of such selection, the Lessee may select a second appraiser of like qualification.

The two persons chosen as appraisers as above provided shall select a third appraiser of like character and qualifications as above provided within 15 days after the selection of said second appraiser, and if the two appraisers first selected as aforesaid shall be unable to agree upon said third appraiser within the time above specified then either of the parties to this lease, upon giving 15 days' notice in writing to the other party or to the appraiser selected by it, may apply to any Judge of any Court having chancery jurisdiction within the said County of Cook for the appointment of a third appraiser, and any appraiser appointed by any such Judge upon such application shall have the same powers and duties as if selected by the two appraisers first selected as hereinbefore provided. In case any person selected or appointed to act as appraiser under this lease shall neglect or refuse to serve or shall be unable to act, then the party or persons selecting or the Court appointing him shall forthwith select or appoint another person as appraiser in his place and the other person so selected or appointed shall have like qualifications, powers and duties as the person who shall neglect, refuse or be unable to act;

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and the parties aforesaid in case of the neglect, refusal or inability of any appraiser to act shall continue to select or appoint appraisers in the manner aforesaid until persons shall be selected or appointed as appraisers hereunder who are willing and able to act.

Said appraisers so appointed shall ascertain and determine the fair cash value at the time of said appraisal of the property added by this amendment as if the same were vacant and without any improvements thereon and were unencumbered by this lease; and the award in writing of said appraisers or of a majority of them shall be binding upon all parties to this lease for the purpose of fixing such values. A duplicate of the award of said appraisers shall be delivered by them to each of the parties to this lease.

All expenses of said appraisal, including reasonable compensation to the appraisers, shall be borne equally by the parties hereto.

ARTICLE SEVENTH

Possession

Possession of the property added by this amendment shall be delivered to the Lessee on December 1, 1949, except as any portion thereof is presently under lease to other tenants. Lessor covenants that the leases to other tenants are subject to termination by Lessor upon notice not exceeding 90 days to such tenants, and that notices have been delivered to the respective tenants for the purpose of effecting a termination of such leases not later than January 1, 1950. Lessor further covenants and agrees to make a bona fide effort to assist the Lessee in obtaining possession of any portion

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of such premises withheld by tenants under such existing leases, but Lessor shall be without liability for damages to Lessee because of any holding over by any of said tenants.

ARTICLE EIGHTH ratification of Original Lease

Except as otherwise specifically provided for herein, all of the covenants, agreements and conditions of said original lease of the 1st day of September, 1936, shall apply to the property added by this amendment the same as if the property added by this amendment were described as a part of the premises demised by Article First of said lease of the 1st day of September, 1936.

Said lease as amended by said instrument dated the 1st day of November, 1948, and by this instrument, is hereby ratified, affirmed and approved.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers and the respective corporate seals affixed and attested the day and year first above written.

THE CHICAGO DOCK AND CANAL COMPANY

Attest:

William M. Dougherty
Secretary

By

Norman J. D. [Signature]
President

KRAFT FOODS COMPANY

By

W. H. Platt
President

Attest:
W. H. Platt
Secretary

11-01-121

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STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, E. J. Dummer, a Notary Public
in and for said County and State, DO HEREBY CERTIFY that
William J. Dierke and William A. Van Houshten,
personally known to me to be the same persons whose names are
respectively as President and Secretary of THE CHICAGO DOCK
AND CANAL COMPANY, a corporation organized and existing under
and by virtue of a special act of the Legislature of the State
of Illinois, subscribed to the foregoing instrument, appeared
before me this day in person and severally acknowledged that
they, being thereunto duly authorized, signed, sealed with the
corporate seal and delivered the said instrument as the free
and voluntary act of said The Chicago Dock and Canal Company
and as their own free and voluntary act for the uses and pur-
poses therein set forth.

GIVEN under my hand and Notarial Seal this 14th day
of October, 1949.



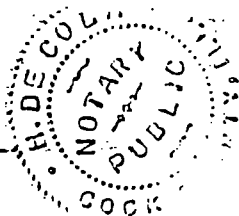
E. J. Dummer
Notary Public

My commission expires June 9, 1951

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, H. Decola, a Notary Public
in and for said County and State, DO HEREBY CERTIFY that
W. J. Dierke and William A. Van Houshten,
personally known to me to be the same persons whose names are
respectively as Vice President and Secretary of
KRAFT FOODS COMPANY, a corporation of the State of Delaware,
subscribed to the foregoing instrument, appeared before me this
day in person and severally acknowledged that they, being there-
unto duly authorized, signed, sealed with the corporate seal and
delivered the said instrument as the free and voluntary act of
said Kraft Foods Company and as their own free and voluntary act
for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21st day
of Oct, 1949.



H. Decola
Notary Public

My commission expires Aug 14, 1950

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By
EMMETT KENNEDY & Co.
30 NORTH LA SALLE STREET

PARCEL A - Lots 3, 4, 5 and 6 in Chicago Dock and Canal Company's Peshtigo Dock Addition, in Section 10, Township 39 North, Range 14 East of the 3rd Principal Meridian.

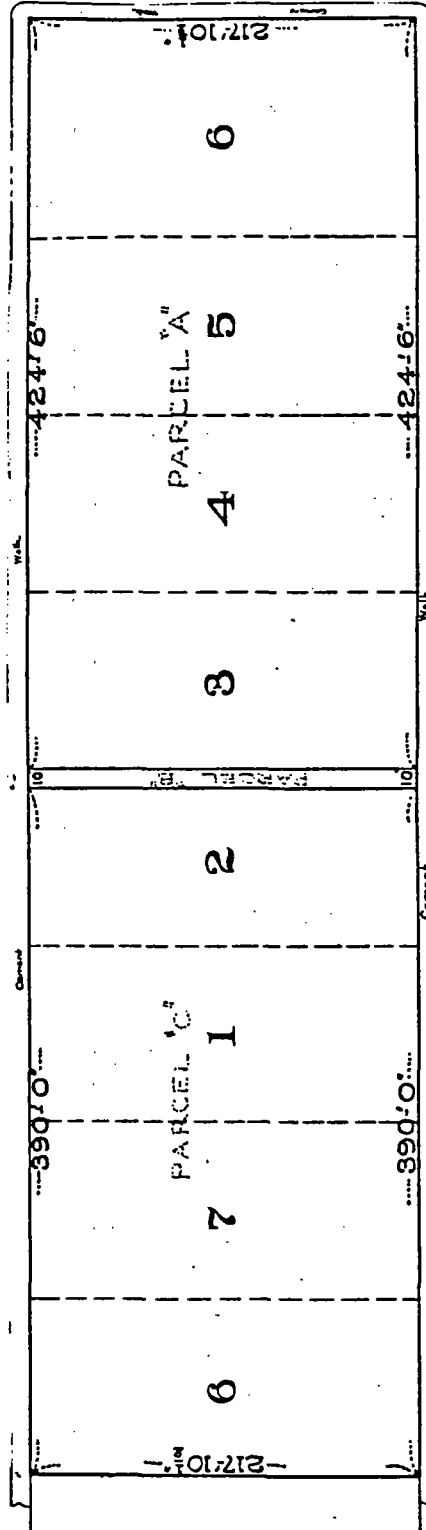
PARCEL B - The East 10 feet of Lot 2 in Chicago Dock and Canal Company's Peshtigo Dock Addition in Section 10, Township 39 North, Range 14 East of the 3rd Principal Meridian.

PARCEL C - Lots 6 and 7 in Sub Block 3 of Block 19 in the Chicago Dock and Canal Company's Resubdivision of their subdivision of Original Water Lot 35 and the Accretion thereto; All of Block 8 and Accretion and of that part of Block 19 lying East of Sub Block 2, all in King's Addition to Chicago. Also: Lot land 2 (except the East 10 feet thereof) in Chicago Dock and Canal Company's Peshtigo Dock Addition in Section 10, Township 39 North, Range 14 East of the 3rd Principal Meridian.

EXHIBIT - A

E. GRAND

AVENUE



E. ILLINOIS

ST.

AREA
PARCEL A - 92,490.06 Sq. Ft. - Lease dated Sept. 1, 1936
PARCEL B - 2,172.83 Sq. Ft. - Lease amendment dated Nov. 1, 1948
PARCEL C - 84,733.70 Sq. Ft. - Lease amendment dated Oct. 20, 1949
TOTAL AREA 179,400.69 Sq. Ft.

State of Illinois
County of Cook
I, Emmett Kennedy, Clerk of the County, do hereby certify that a true and correct copy of the foregoing plat has been filed for record in the office of the County Clerk and that the same is a true and correct copy of the original.

Surveyed By - *Emmett Kennedy*
- ILLINOIS LAND SURVEYING -

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10/12

14666421

STATE OF ILLINOIS)
COUNTY OF COOK)
FILED FOR RECORD

1982 NOV 2 AM 9 29

44894 475

AND RECORDED IN
BOOK PAGE
RECORDER

Joseph T. Brown

CLERK

ENVELOPE

THIS INSTRUMENT is a lease amendment, made this 20th day of November, 1950, between THE CHICAGO DOCK AND CANAL COMPANY, a corporation organized and existing under and by virtue of a Special Act of the Legislature of the State of Illinois and doing business in the City of Chicago, in said State, Party of the First Part, hereinafter referred to as the "Lessor", and KRAFT FOODS COMPANY (formerly named KRAFT-PHENIX CHEESE CORPORATION), a corporation of the State of Delaware, duly licensed to transact business in the State of Illinois and doing business in the City of Chicago, in said State, Party of the Second Part, hereinafter referred to as the "Lessee".

WHEREAS, by indenture of lease dated the 1st day of September, 1935, between the Lessor and the Lessee, the Lessor demised and leased unto the Lessee the following described real estate situated in the City of Chicago, in the County of Cook and State of Illinois, to-wit:

Lots 3, 4, 5 and 6 in The Chicago Dock and Canal Company's Pesadigo Dock Addition to Chicago in Section 18, Township 39 North, Range 14 East of the Third Principal Meridian, according to a plat of said Addition recorded in the Office of the Recorder of Cook County, Illinois, on September 17, 1907, in Book 37 of Plats, at page 18, as document no. 1157023;

for a term of 49 years and 6 months beginning on the 1st day of November, 1935, and ending on the 30th day of

April, 1936; and

WHEREAS, by a lease amendment dated the 1st day of November, 1948, between the Lessor and the Lessee, the Lessor included the following described additional property situated in the City of Chicago, in the County of Cook and State of Illinois, with that demise by said lease dated the 1st day of September, 1936, to-wit:

The East 10 feet of Lot 2 in The Chicago Dock and Canal Company's Peshtigo Dock Addition to Chicago in Section 19, Township 39 North, Range 14 East of the Third Principal Meridian, according to a plat of said Addition recorded in the Office of the Recorder of Cook County, Illinois, on September 17, 1889, in Book 39 of Plats, at page 18, as Document No. 1157023;

and

WHEREAS, by a lease amendment dated the 20th day of October, 1949 between the Lessor and the Lessee, the Lessor included the following described additional property situated in the City of Chicago, in the County of Cook and State of Illinois with that demise by said lease dated the first day of September, 1936, to-wit:

Lots 1 and 2 (except the East 10 feet of Lot 2) in The Chicago Dock and Canal Company's Peshtigo Addition in Section 19, Township 39 North, Range 14 East of the Third Principal Meridian, according to a plat of said Addition recorded in the Office of the Recorder of Cook County, Illinois, on September 17, 1889, in Book 39 of Plats, at page 18, as Document No. 1157023; Also, Lots 6 and 7 in Sub-block 3 of Block 19 in The Chicago Dock and Canal Company's Resub-

division of their subdivision of Original Water Lot 35 and the Accretion thereto; all of Block 6 and Accretion and of that part of Block 19 lying East of Sub-block 2, all in Kinzie's Addition to Chicago, according to a plat of said resubdivision recorded in the Office of the Recorder of Cook County, Illinois, on March 17, 1985, in Book 19 of Plats, at page 77, as Document No. 010129;

and

WHEREAS, said lease amendments dated the 1st day of November, 1948, and the 20th day of October, 1949 required the Lessee to pay certain additional rent and taxes on account of such additional property, all as set forth in said amendments; and

WHEREAS, said lease as amended by said instruments dated the 1st day of November, 1948, and the 20th day of October, 1949 is still in full force and effect and the parties desire to include another parcel of real estate within the premises demised by said lease as amended and to further amend said lease;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereby covenant and agree with each other as follows:

ARTICLE FIRST

Premises and Term

From and after the date hereof, there shall be included in the property demised and leased by said lease dated the 1st day of September, 1930, as amended by said

amendments dated the 1st day of November, 1943, and the 20th day of October, 1949, and as further amended by this amendment, the following described real estate situated in the City of Chicago, in the County of Cook and State of Illinois, to-wit:

That part of Lot 7 in The Chicago Dock and Canal Company's Peshtigo Dock Addition in Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, according to a plat of said Addition recorded in the Office of the Recorder of Cook County, Illinois, on September 17, 1889, in Book 39 of Plats, at page 18, as Document No. 1157023, which lies south of the south line of Grand Avenue extended east and north of the north line of a strip of land 74 feet in width now used as East Illinois Street, and west of the east line of Lake Shore Drive;

shown as Parcels "A" and "B" on the plat attached hereto and made a part hereof as Exhibit A, excepting therefrom the following described parcels of land, rights and interests:

The parcels of land, air rights and easements taken by and granted to the Commissioners of Lincoln Park, as set forth and shown in the pleadings, stipulation and judgment entered in the proceeding known as The Commissioners of Lincoln Park v. The Chicago Dock and Canal Company, formerly pending in the Circuit Court of Cook County, Illinois, as General No. B-177470, and the deed of The Chicago Dock and Canal Company conveying such parcels and granting such easements to the Commissioners of Lincoln Park, now by consolidation The Chicago Park District, including but not limited to the following:

- (a) All of the real estate and rights lying above the surface of the

viaduct upon portions of the above described real estate, as shown on the eight drawings and survey constituting a part of the stipulation dated July 25, 1929, between the parties to the above described proceeding and which said stipulation was referred to in the final judgment in said proceeding.

- (b) All of those parts or portions of said lots both above and below the ground level which are bounded by and included within the lines and surfaces of said viaduct columns, column foundations, bridge abutments, enclosure walls and piers, as shown by the aforesaid drawings, and such parts or portions of said real estate as are in fact occupied by portions of said viaduct columns, column foundations, bridge abutments, enclosure walls and piers.

- (c) Easements and rights of the Commissioners of Lincoln Park and their successors by consolidation to enter upon the premises to maintain and repair the viaduct and its supports and foundations, and all other rights of every kind and nature acquired by the said The Chicago Park District, successor by consolidation to the Commissioners of Lincoln Park;

said property being hereinafter sometimes referred to as "the property added by this amendment"; subject, however, to the following:

- (a) Streets and alleys and the rights of the public therein;
- (b) Easements for public utilities (except railroads), if any;
- (c) Zoning and building ordinances and ordinances and laws of the City of

Chicago and of other public authorities, if any, having jurisdiction over the subject-matter of this lease, pertaining to or regulating the use of the premises;

- (d) Encroachments and questions of survey;
- (e) Rights to enter upon the premises to repair the viaduct structures and foundations, and limitations upon building and construction for the benefit of the Chicago Park District, successor by consolidation to Commissioners of Lincoln Park, as set forth and shown in the pleadings, stipulation and judgment entered in the above described proceeding formerly pending in the Circuit Court of Cook County, Illinois, as General No. B-177478;

TO HAVE AND TO HOLD for a term commencing as to the property added by this amendment on the 1st day of December, 1950 and ending (along with the termination of the term as to all of the property) on the 30th day of April, 1986, unless said term shall be sooner terminated or extended as hereinafter set forth, yielding possession and paying rent therefor as hereinafter provided for.

ARTICLE SECOND

Rent

In consideration of the leasing of the property added by this amendment, the Lessee covenants and

agrees to pay (in addition to the rental required to be paid by said lease dated the 1st day of September, 1936, and by said amendments dated the 1st day of November, 1948, and the 20th day of October, 1949) to the said Lessor rent as follows:

- (i) For the period commencing December 1, 1950, and ending April 30, 1960, the sum of \$1,166.67 per month;
- (ii) If the lease as amended shall not be terminated with respect to the property added by this amendment on April 30, 1960, then for the period from May 1, 1960 to April 30, 1970, a sum to be determined by appraisal as provided for in Article Sixth hereof;
- (iii) If the lease as amended shall not be terminated with respect to the property added by this amendment on April 30, 1970, then for the period from May 1, 1970 to April 30, 1980, a sum to be determined by appraisal as provided for in Article Sixth hereof;
- (iv) If the lease as amended shall not be terminated with respect to the property added by this amendment on April 30, 1980, then for the period from May 1, 1980 to April 30, 1986, a sum to be determined by appraisal as provided for in Article Sixth hereof;
- (v) If the lease as amended shall be extended with respect to all of the parcels and property originally demised by the lease of the 1st day of September, 1936, and by the amendments of the 1st day of November, 1948 and the 20th day of October, 1949, then the Lessee, at its election and

upon the terms and conditions set forth in Article Twelfth of the lease dated the 1st day of September, 1930, shall have the right and option to extend the term with respect to the property added by this amendment for a further period equal to the period for which the term of said lease of the 1st day of September, 1930, is extended, and the rental for the property added by this amendment shall be determined under the provisions of said Article Twelfth in the manner provided for therein the same as if the property added by this amendment had been included in the legal description of the premises devised by the original lease at all places therein where said property is described or referred to. In determining said appraised value under said Article Twelfth, the appraisers shall determine separately the appraised value of the premises devised by the lease of the 1st day of September, 1930, and the appraised value of the property added by this amendment.

In any case, rental required to be paid hereunder, whether or not determined by appraisal, shall be payable in monthly installments in advance on the 1st day of each month during the period for which payable at the place and as provided for in said lease of the 1st day of September, 1930, as amended.

ARTICLE THIRD

Rental Increase on Property
Added by Amendment of the
1st day of November, 1940

In determining the ratio of increase of rental, if any, required to be paid for the additional property:

added by said amendment of the 1st day of November, 1948, there shall be considered only the ratio of increase of the property originally demise by said lease of the 1st day of September, 1936, and there shall not be included any increase by reason of the addition of the property added by the amendment of October 20, 1949 or by this amendment.

ARTICLE FOURTH

Taxes

As a further consideration for the leasing of the property added by this amendment, the Lessee covenants and agrees to and with the Lessor that the Lessee will pay, in addition to rent, all taxes and assessments, general and special, including water rents, levied, assessed or charged upon the property added by this amendment or any part thereof, and upon the improvements situated thereon or therein, so long as the property added by this amendment shall be included as a part of the premises demise by said lease of the 1st day of September, 1936, or levied or assessed during said period upon the interest of the Lessor in and under the lease of the 1st day of September, 1936, as amended hereby, all of which said taxes and assessments shall be paid by the Lessee in the name of and in behalf of the Lessor before any penalty or interest accrues thereon or on any part thereof, all as provided for and subject to the covenants, conditions

and agreements of Article Third of said lease as amended.

Until separate bills can be obtained in respect of the property added by this amendment (with or without the other property devised by the lease of the 1st day of September, 1930), the amount of such taxes and assessments shall be apportioned and determined by the Lessor for the property added by this amendment. The Lessee agrees to pay such taxes and assessments in each case within 10 days after receipt of the Lessor's statement of the amount thereof.

The taxes and assessments payable under this amendment shall include 1/12th of those for the year 1950 and the pro rata portion applicable to that portion of the calendar year which shall have expired at the time of termination of the lease with respect to the property added by this amendment for the year in which this lease shall terminate with respect to such parcels, by lapse of time or otherwise.

ARTICLE FIFTH
Cancellation Privileges
as to property
Added by this Amendment

The Lessee shall have the right to cancel and terminate this lease with respect to the property added by this amendment by 12 months' prior written notice to the Lessor on any of the following dates:

April 30, 1960
April 30, 1970
April 30, 1980

Unless said lease dated the 1st day of September, 1936, shall be extended as therein provided for beyond April 30, 1966, this lease shall terminate as to the property added by this amendment on April 30, 1966. Such notice shall be served as provided for in said lease of the 1st day of September, 1936, as amended.

ARTICLE SIXTH

Determination of Rent

In the event this lease shall not be terminated with respect to the property added by this amendment on April 30, 1966, April 30, 1970, or April 30, 1980, then the rental for the ensuing period and until the next date fixed for termination or until the lease shall terminate by its terms with respect to the property added by this amendment shall be determined by appraisal as hereinafter provided for.

The rate of rental for each such period shall be at the rate of an annual rental of 5 per cent of the fair cash value of the property added by this amendment, which said value shall be determined as follows:

It is mutually agreed that if the fair cash value of the property added by this amendment during any such period shall not have been agreed upon by the parties hereto on a date which is at least 12 months prior to the next date upon which this lease may terminate with respect to the property added by this amendment as hereinabove provided for, an appraisal shall be made in the

following manner: The Lessee may at any time not less than 11 months prior to the first day of the period for which such rental rate is to be determined select a disinterested person as an appraiser and notify in writing the Lessor of such selection, whereupon the Lessor shall, within 15 days after receiving such notice, select a disinterested person as an appraiser and notify in writing the Lessee of such selection, and in case the Lessor shall not, within 15 days thereafter, select an appraiser as above provided and notify the Lessee in writing of such selection, the Lessee may select a second appraiser of like qualification. The two persons chosen as appraisers as above provided shall select a third appraiser of like character and qualifications as above provided within 15 days after the selection of said second appraiser, and if the two appraisers first selected as aforesaid shall be unable to agree upon said third appraiser within the time above specified, then either of the parties to this lease, upon giving 15 days' notice in writing to the other party or to the appraiser selected by it, may apply to any Judge of any Court having chancery jurisdiction within the said County of Cook for the appointment of a third appraiser, and any appraiser appointed by any such Judge upon such application shall have the same powers and duties as if selected by the two appraisers first selected as hereinbefore provided. In case any person

selected or appointed to act as appraiser under this lease shall neglect or refuse to serve or shall be unable to act, then the party or persons selecting or the Court appointing him shall forthwith select or appoint another person as appraiser in his place and the other person so selected or appointed shall have like qualifications, powers and duties as the person who shall neglect, refuse or be unable to act; and the parties aforesaid in case of the neglect, refusal or inability of any appraiser to act shall continue to select or appoint appraisers in the manner aforesaid until persons shall be selected or appointed as appraisers hereunder who are willing and able to act.

Said appraisers so appointed shall ascertain and determine the fair cash value at the time of said appraisal of the property added by this amendment as if the same were vacant and without any improvements thereon and were unencumbered by this lease; and the award in writing of said appraisers or of a majority of them shall be binding upon all parties to this lease for the purpose of fixing such values. A duplicate of the award of said appraisers shall be delivered by them to each of the parties to this lease.

All expenses of said appraisal, including reasonable compensation to the appraisers, shall be borne equally by the parties hereto.

ARTICLE SEVENTHPossession

The property added by this amendment is now under lease to North Pier Terminal Company. The Lessor covenants that the lease of the property added by this amendment to North Pier Terminal Company is subject to termination by the Lessor upon notice, not exceeding 30 days, to such tenant and that a notice has been delivered to such tenant for the purpose of effecting a termination of such lease not later than October 31, 1950. The Lessor further covenants and agrees to make a bona fide effort to assist the Lessee in obtaining possession of any portion of such premises withheld by the tenant under the foregoing lease, but the Lessor shall be without liability for damages to the Lessee because of any holding over by said tenant.

ARTICLE EIGHTHRatification of Original Lease

Except as otherwise specifically provided for herein, all of the covenants, agreements and conditions of said original lease of the 1st day of September, 1936, shall apply to the property added by this amendment the same as if the property added by this amendment were described as a part of the premises devised by Article First

of said lease of the 1st day of September, 1930.

Said lease, as amended by said instruments dated the 1st day of November, 1948, the 20th day of October, 1949, and by this instrument, is hereby ratified, affirmed and approved.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers and the respective corporate seals affixed and attested the day and year first above written.

THE CHICAGO DOCK AND CANAL COMPANY

By Hermaing D. K.
President

ATTEST:

William A. Van Hook
Secretary

KRAFT FOODS COMPANY

By J. H. Klatt
VICE-PRESIDENT

ATTEST:

Ray A. Bess
Secretary

Chicago, Ill.

2014



Total Arch. 196,083 . . .

WILSON & MCILVAIN

THIS INSTRUMENT is a lease amendment, made this 31st day of May, 1960, between THE CHICAGO DOCK AND CANAL COMPANY, a corporation organized and existing under and by virtue of a Special Act of the Legislature of the State of Illinois and doing business in the City of Chicago, in said State, Party of the First Part, hereinafter referred to as the "Lessor," and NATIONAL DAIRY PRODUCTS CORPORATION [successor by merger to KRAFT FOODS COMPANY (formerly named KRAFT-PHENIX CHEESE CORPORATION)], a corporation of the State of Delaware, duly licensed to transact business in the State of Illinois and doing business in the City of Chicago, in said State, Party of the Second Part, hereinafter referred to as the "Lessee."

WHEREAS, by indenture of lease dated the 1st day of September, 1938, between the Lessor and KRAFT-PHENIX CHEESE CORPORATION, the Lessor demised and leased unto KRAFT-PHENIX CHEESE CORPORATION the following described real estate situated in the City of Chicago, in the County of Cook and State of Illinois, to-wit:

Lots 3, 4, 5 and 6 in The Chicago Dock and Canal Company's Peshtigo Dock Addition to Chicago in Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, according to a plat of said Addition recorded in the Office of the Recorder of Cook County, Illinois, on September 17, 1939, in Book 39 of Plats, at page 18, as Document No. 1157023;

for a term of 49 years and 6 months beginning on the

1st day of November, 1938, and ending on the 30th day of April 1986; and

WHEREAS, by a lease amendment dated the 1st day of November, 1943, between the Lessor and KRAFT FOODS COMPANY, the Lessor included the following described additional property situated in the City of Chicago, in the County of Cook and State of Illinois, with that demised by said lease dated the 1st day of September, 1938, to-wit:

The East 10 feet of Lot 2 in The Chicago Dock and Canal Company's Peshtigo Dock Addition to Chicago in Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, according to a plat of said Addition recorded in the Office of the Recorder of Cook County, Illinois, on September 17, 1939, in Book 39 of Plats, at page 18, as Document No. 1157023;

and

WHEREAS, by a lease amendment dated the 20th day of October, 1949, between the Lessor and KRAFT FOODS COMPANY, the Lessor included the following described additional property situated in the City of Chicago, in the County of Cook and State of Illinois, with that demised by said lease dated the 1st day of September, 1938, to-wit:

Lots 1 and 2 (except the East 10 feet of Lot 2) in The Chicago Dock and Canal Company's Peshtigo Addition in Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, according to a plat of said Addition recorded in the Office of the Recorder of Cook County, Illinois, on September 17, 1939, in Book 39 of Plats, at page 18, as Document No.

1157023; Also, Lots 6 and 7 in Sub-block 3 of Block 19 in The Chicago Dock and Canal Company's Resubdivision of their subdivision of Original Water Lot 33 and the accretion thereto; all of Block 8 and accretion and of that part of Block 19 lying East of Sub-block 2, all in Kinzie's Addition to Chicago, according to a plat of said Resubdivision recorded in the Office of the Recorder of Cook County, Illinois, on March 17, 1835, in Book 19 of Plats, at page 77, as Document No. 610129;

WHEREAS, by a lease amendment dated the 20th day of November, 1950, between the Lessor and KRAFT FOODS COMPANY, the Lessor included the following described additional property situated in the City of Chicago, in the County of Cook and State of Illinois, with that devised by said lease dated the 1st day of September, 1938, to-wit:

That part of Lot 7, in The Chicago Dock and Canal Company's Peshtigo Dock Addition in Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, according to a plat of said Addition recorded in the Office of the Recorder of Cook County, Illinois, on September 17, 1889, in Book 39 of Plats, at page 18, as Document No. 1157023, which lies south of the south line of Grand Avenue extended east and north of the north line of a strip of land 74 feet in width now used as East Illinois Street, and west of the east line of Lake Shore Drive;

excepting therefrom the following described parcels of land, rights and interests:

The parcels of land, air rights and easements taken by and granted to the Commissioners of Lincoln Park, as set forth and shown in the pleadings,

stipulation and judgment entered in the proceedings known as The Commissioners of Lincoln Park v. The Chicago Dock and Canal Company, formerly pending in the Circuit Court of Cook County, Illinois, as General No. B-177476, and the deed of The Chicago Dock and Canal Company conveying such parcels and granting such easements to the Commissioners of Lincoln Park, now by consolidation The Chicago Park District, including but not limited to the following:

(a) All of the real estate and rights lying above the surface of the viaduct upon portions of the above described real estate, as shown on the eight drawings and survey constituting a part of the stipulation dated July 25, 1929, between the parties to the above described proceeding and which said stipulation was referred to in the final judgment in said proceeding,

(b) All of those parts or portions of said Lots both above and below the ground level which are bounded by and included within the lines and surfaces of said viaduct columns, column foundations, bridge abutments, enclosure walls and piers, as shown by the aforesaid drawings, and such parts or portions of said real estate as are in fact occupied by portions of said viaduct columns, column foundations, bridge abutments, enclosure walls and piers,

(c) Easements and rights of the Commissioners of Lincoln Park and their successors by consolidation to enter upon the premises to maintain and repair the viaduct and its supports and foundations, and all other rights of every kind and nature acquired by the said The Chicago Park District, successor by consolidation to the Commissioners of Lincoln Park,

and

WHEREAS, said lease amendments dated the 1st day of November, 1943, the 20th day of October, 1949, and the 20th day of November, 1950, required the Lessee

to pay certain additional rent and taxes on account of such additional property, all as set forth in said amendments; and

WHEREAS, NATIONAL DAIRY PRODUCTS CORPORATION has succeeded to all of the Lessee's rights under said lease as amended and has assumed and agreed to perform all covenants and agreements to be performed by the Lessee under said lease as amended; and

WHEREAS, Lessee has not terminated the lease as amended with respect to either parcel of property added as a part of the demised premises by said lease amendments dated October 20, 1949 and November 20, 1950; and

WHEREAS, Lessor and Lessee have agreed upon the rent to be charged for the period beginning May 1, 1960 and ending April 30, 1970 on account of the two parcels of property added as parts of the demised premises by said lease amendments dated October 20, 1949 and November 20, 1950;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereby covenant and agree with each other as follows:

1. Lessee covenants and agrees to pay to Lessor, for the 10-year period beginning May 1, 1960 and ending April 30, 1970, as rent for the two parcels of property added as parts of the demised premises

by said lease amendments dated October 20, 1949 and November 20, 1950, the sum of THREE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$3,500.00) per month in advance on the 1st day of each month during said 10-year period.

2. Lessor and Lessee hereby waive their respective rights to require appraisals for the purpose of determining the rent payable for said 10-year period as provided in Article Sixth of each of said lease amendments.

3. Said lease dated September 1, 1936, as amended by said instruments dated November 1, 1948, October 20, 1949, November 20, 1950 and by this instrument, is hereby ratified, affirmed and approved.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers and the respective corporate seals affixed and attested, the day and year first above written.

THE CHICAGO DOCK AND CANAL COMPANY

ATTEST: [Signature]
Its Secretary

By [Signature]
Its President

NATIONAL DAIRY PRODUCTS CORPORATION

ATTEST: [Signature]
Its Secretary

By [Signature]
Its Vice President

Assistant

THIS INSTRUMENT is a Lease Amendment made this 1st day of Dec, 1969, between THE CHICAGO DOCK AND CANAL TRUST, an Illinois business trust established under a Declaration of Trust dated January 22, 1962, hereinafter called "Landlord" and KRAFTCO CORPORATION, a Delaware corporation, hereinafter called "Tenant".

WHEREAS, by a Lease dated September 1, 1936, The Chicago Dock and Canal Company demised and leased into Kraft-Phenix Cheese Corporation certain real estate in Chicago, Illinois described in that Lease and said Lease has been amended by instruments dated November 1, 1948, October 20, 1949, November 20, 1950, and May 31, 1960; and

WHEREAS, Landlord has succeeded to all of Lessor's rights under said Lease as amended and has assumed and agreed to perform all covenants and agreements to be performed by the Lessor under said Lease as amended and Tenant has succeeded to all of the Lessee's rights under said Lease as amended and has assumed and agreed to per-

form all covenants and agreements to be performed by the Lessee under said Lease as amended; and

WHEREAS, said Lease as amended has not been terminated with respect to the real property added to the property demised by the October 20, 1949 Lease Amendment as shown on the Exhibit attached hereto as Parcel C and hereinafter called "Parcel C", the real property added to the property demised by the November 20, 1950 Lease Amendment as shown on the Exhibit attached hereto as Parcel D and hereinafter called "Parcel D" and the real property added to the property demised by the November 20, 1950 Lease Amendment as shown on the Exhibit attached hereto as Parcel E and hereinafter called "Parcel E"; and

WHEREAS, Landlord and Tenant have agreed upon the rent for Parcel C, Parcel D and Parcel E for the period beginning May 1, 1970, and ending April 30, 1980;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, Landlord and Tenant hereby covenant and agree with each other as follows:

1. Tenant covenants and agrees to pay to Landlord
6 for the ten year period beginning May 1, 1970 and ending
April 30, 1980, as rent for Parcel C the sum of \$10,622 per
month, as rent for Parcel D the sum of \$6,292 per month and
as rent for Parcel E the sum of \$628 per month, all pay-
ments in advance on the first day of each month during
said ten year period.

2. Landlord and Tenant hereby waive their respec-
tive rights to require appraisals for the purpose of de-
termining the rent payable for said ten year period as
provided for in Article Sixth of the Lease Amendments of
October 20, 1949, and November 20, 1950.

3. Anything herein or in said Lease as amended
to the contrary notwithstanding, each and all of the
representations, covenants, undertakings and agreements
made herein on behalf of the Trustees of Landlord are
each and every one of them made and intended not as

personal representations, covenants, undertakings and agreements by the Trustees or for the purpose or with the intention of binding the Trustees or the beneficiaries of The Chicago Dock and Canal Trust personally but are made and intended for the purpose of binding only the trust estate, and this instrument is so executed and delivered. No personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against any Trustee or Trustees, any beneficiary or any officer or agent of the Trustees on account of this instrument or on account of any contract, debt, demand, liability, tort, claim, damage, judgment or decree in connection with the property of the Trust or the conduct of any business of the Trustees.

4. Said Lease dated September 1, 1936, as amended by instruments dated November 1, 1948, October 20, 1949, November 20, 1950, May 31, 1960 and by this instrument,

December 23, 1982

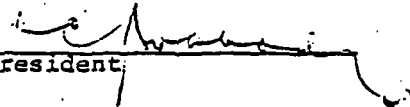
MISCELLANEOUS BUSINESS

14377

is hereby ratified, affirmed and approved.

IN WITNESS WHEREOF, the parties hereto have caused
this instrument to be executed by their duly authorized
officers and their respective seals affixed and attested
as of the date first above written.

THE CHICAGO DOCK AND CANAL
TRUST (Landlord)

By 
Its President

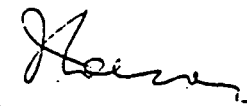
ATTEST:


Its Secretary

KRAFTCO CORPORATION (Tenant)

By 
Its President - Kraft Foods Division
O. E. Swain

ATTEST:


Its Secretary - Kraft Foods Division
I. L. Olson

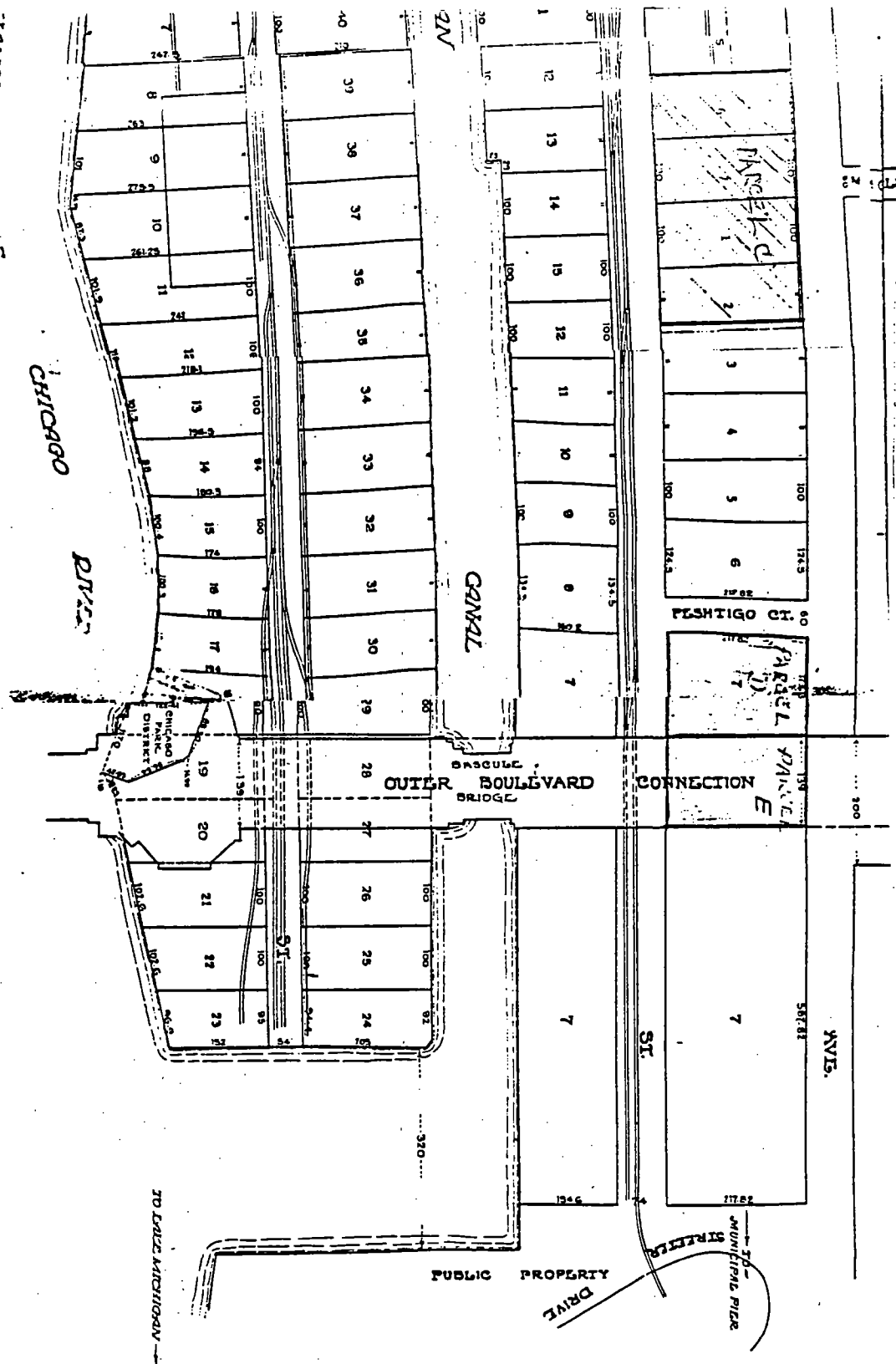
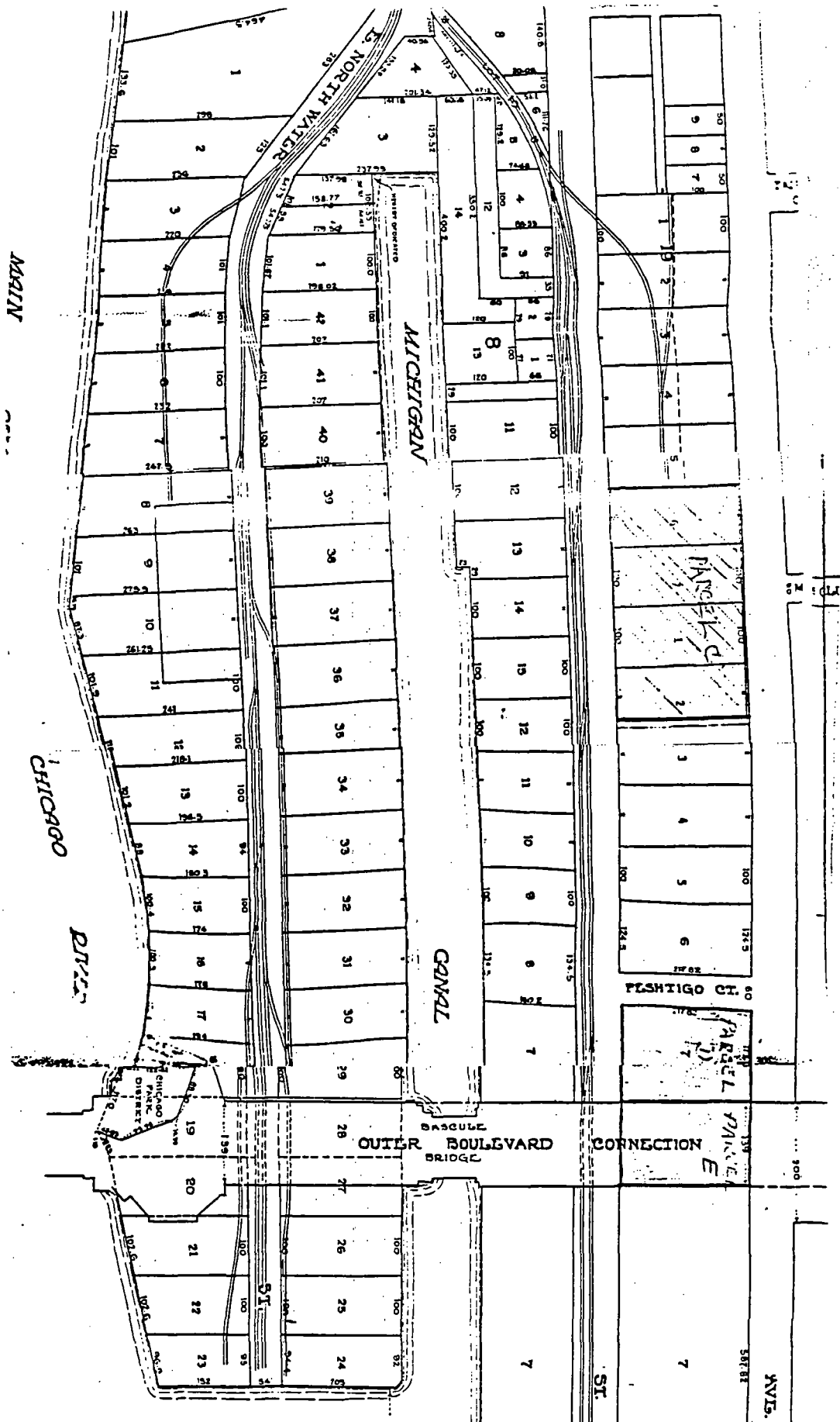


EXHIBIT TO A LEASE AMENDMENT BETWEEN
THE CHICAGO DOCK AND CANAL TRUST AND
KRAFTCO CORPORATION



(Continued from page 14299)

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Frost the foregoing proposed ordinance was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Sawyer, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--44.

Nays--Aldermen Bloom, Bertrand, Oberman--3.

ADJOURNMENT.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Monday, December 27, 1982, at 10:00 A.M. in the Council Chamber in the City Hall.



WALTER S. KOZUBOWSKI,
City Clerk.