

(Published by the Authority of the City Council of the City of Chicago)

COPY



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

Regular Meeting—Monday, December 27, 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, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Clewis, Axelrod, Schuler, Volini, Orr, Stone.

Absent--Aldermen Ray, Carothers, Rittenberg, Merlo.

Call to Order.

On Monday, December 27, 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, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Clewis, Axelrod, Schuler, Volini, Orr, Stone--45.

Quorum present.

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

Invocation.

Alderwoman Eloise Barden, 16th Ward, opened the meeting with prayer.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

**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:

State Approval of Ordinances Concerning M.F.T. Projects.

Communications from Sigmund C. Ziejewski, District Engineer, under dates of December 16 and 17, 1982, announcing that the Department of Transportation of the State of Illinois has approved receipt of ordinances passed by the City Council on the dates noted (involving expenditures of Motor Fuel Tax Funds) as follows:

July 15, 1982

Execution of Amendment to Agreement authorized between City and State of Illinois for removal of Abandoned Railway/Highway Grade Crossings;

Execution of Agreement authorized between City and State of Illinois for Project "Street Resurfacing-1983";

Execution of Agreement authorized between City and State of Illinois for resurfacing of E. 122nd Street between S. Stony Island and S. Torrence Avenue;

Execution of Agreement authorized between City and State of Illinois for Dearborn Park II Street Improvement Program;

Authorization for Execution of Amendment to Agreement between City and State of Illinois for improvement of Randolph Street between Michigan Avenue and Lake Shore Drive;

Execution of Agreement authorized between City and State of Illinois for resurfacing of Adams Street between Wacker Drive and Michigan Avenue;

Execution of Agreement authorized between City and State of Illinois for Preliminary Engineering for various projects in Interstate Substitution Program;

Execution of Agreement authorized between City, State of Illinois and Chicago and Western Indiana Railroad for improvement of various Grade Crossings;

Execution of Agreement authorized between City, State of Illinois and Belt Railway Company for Belt Railway Grade Crossings improvement project;

September 15, 1982.

Amendment to Agreement authorized between City and State for Stony Island Avenue Improvement between E. 70th Street and E. 64th Street;

Amendment to Agreement authorized between City and State for LaSalle Drive Improvement from Clark Street to N. Lake Shore Drive;

Amendment to Agreement authorized between City and State for Intersection Improvement Projects at Specified Locations;

Amendment to Agreement authorized between City and State for Intersection Improvement Project at 79th Street;

Amendment to Agreement authorized between City and State for Oak Park Avenue Reconstruction from North Avenue to Grand Avenue;

Second Addendum to a City and State Project Agreement authorized for Columbus Drive Extension between the Chicago River and E. Ontario Street;

Second Addendum to a City and State Project Agreement authorized for Clark Street Viaduct Improvement at Carroll Street;

Third Addendum to a City and State Project Agreement authorized to replace N. Desplaines Street Viaduct between Waymen and Kinzie Streets;

Funds authorized for repairs to Curbs and Gutters in Improved Streets, County and State Highways during 1982;

Funds authorized for repairs to Pavements in Improved Streets, County and State Highways during 1982;

Funds authorized for New Street Construction at Various Locations;

October 6, 1982

Execution of Amendment to Agreement authorized between State and City for the reconstruction of the Congress Dockwall Project;

Execution of Amendment to an Agreement authorized between State and City for the Dearborn Park I Street Improvement Project;

Execution of Amendment to an Agreement authorized between State and City for the Columbus Drive Improvement Project between Randolph Street and Wacker Drive;

Second Addendum to a City-State Project Agreement authorized for the Improvement of the Irving Park Road Bridge over the North Branch of the Chicago River;

Second Addendum to a City-State Project Agreement authorized for Construction of the Columbus Drive Bascule Bridge;

Third Addendum to a City-State Project Agreement authorized for Rehabilitation of the Torrence Avenue Drawbridge;

Execution of Agreement authorized between State and City for Intersection Improvement at Belmont and Kimball Avenues;

Execution of Agreement authorized between State and City for Ohio Street Widening between Orleans Street and Michigan Avenue;

Execution of Agreement authorized between State and City for Intersection Improvements at Jefferson and Adams Streets;

Funds authorized for Snow and Ice Control Maintenance of Improved Streets, County or State Highways during 1982;

October 15, 1982

Execution of Amendment to an Agreement authorized between City and State for Street Resurfacing (1978-1) Project;

Execution of Amendment to an Agreement authorized between City and State for Street Resurfacing (1978-2) Project;

Execution of Amendment to an Agreement authorized between City and State for the construction of Columbus Drive between Randolph and Monroe Streets;

Execution of Agreement authorized between City and State for the Cicero Avenue/Marquette Road Combined Sewer Connector Project (Phase I);

October 27, 1982

Execution of Agreement authorized between City and State for the Cottage Grove Avenue Improvement between 95th Street and 115th Street;

Execution of Agreement authorized between City and State for Sheridan Road Traffic Signal Modernization between Surf Street and Juneway Terrace;

Execution of Agreement authorized between City and State for Damen Avenue Improvement between Irving Park Road and Bryn Mawr Avenue;

Second Addendum to a City and State Agreement authorized for Improvement of Lake Shore Drive between the Chicago River and Monroe Street;

November 12, 1982

Funds authorized for the rehabilitation of Traffic Control Signals at N. Osceola Avenue and W. Touhy Avenue.

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 23, 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 27, 1982 by being printed in full text printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on December 23, 1982, [published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, passed on December 22, 1947] which printed pamphlet copies were delivered to the City Clerk on December 27, 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.

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

Bodiwala Suryakant;

Caifano Russell;

Harris Gerald P., Hengl Jane R.;

Licciardi Maria A.;

Prestige Cas. Co. and John F. Curran;

Swanigan Lorraine.

Referred--BIDS FOR SALE OF CITY-OWNED PROPERTY.

The City Clerk transmitted communications from Anthony N. Fratto, City Comptroller, under date of December 23, 1982, which read as follows:

BOARD OF EDUCATION PROPERTY.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at Southeast Corner of N. California Avenue and W. Diversey Avenue, for the Board of Education.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at Southeast Corner of S. Calumet Avenue and E. 41st Street, for the Board of Education.

CITY-OWNED PROPERTY.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at No. 101 W. 95th Street, which was authorized by ordinance passed September 15, 1982, page 12164, Council Journal.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at No. 104 W. 95th Street, which was authorized by ordinance passed September 15, 1982, page 12164, Council Journal.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at Nos. 108-112 W. 95th Street, which was authorized by ordinance passed September 15, 1982, page 12165, Council Journal.

On motion of Alderman Frost the bids submitted with the foregoing communications were ordered opened and read and were then *Referred to the Committee on Finance*.

The following is a summary of said bids:

BOARD OF EDUCATION PROPERTY.

S.E. Corner of N. California Av. and W. Diversey Av.

Bernard J. Muslin, 2737 W. Diversey Avenue, Chicago, Illinois 60647: Amount bid \$100,010.00, deposit check \$10,001.00 (Cashier's check);

S.E. Corner of S. Calumet Av. and E. 41st St.

Metropolitan Community Church, 4100 S. Dr. Martin Luther King Jr. Drive, Chicago, Illinois 60653: Amount bid \$62,750.00, deposit check \$6,275.00 (Certified check);

CITY-OWNED PROPERTY.

No. 101 W. 95th St.

Hilton Humphrey, 11732 S. Parnell Street, Chicago, Illinois 60628: Amount bid \$8,100.00, deposit check \$810.00 (Cashier's check);

No. 104 W. 95th St.

Hilton Humphrey, 11732 S. Parnell Street, Chicago, Illinois 60628: Amount bid \$5,000.00, deposit check \$500.00 (Cashier's check);

Nos. 108-112 W. 95th St.

Hilton Humphrey, 11732 S. Parnell Street, Chicago, Illinois 60628: Amount bid \$10,500.00, deposit check \$1,050.00 (Cashier's check);

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 FINANCE.

Authority Granted for Issuance of a \$600,000.00 Industrial Revenue Bond for the Nation Enterprise, Inc. Project.

The Committee on Finance submitted a report recommending that the City Council pass the proposed ordinance transmitted therewith, authorizing the issuance of an Industrial Revenue Bond for the Nation Enterprise, Inc. project in the amount of \$600,000.00.

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

Yeas--Aldermen Roti, Barnett, Kenner, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Davis, Hagopian, Martinez, Gabinski, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Clewis, Axelrod, Schulter, Volini, Orr, Stone--42.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Cook County, Illinois (the "Issuer") is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois, having a population in excess of 25,000, and is a home rule unit of government under Section 6 (a) of Article VII of said Constitution and is, or a home rule unit, authorized and empowered by the provisions of Article VII, Section 6 of the 1970 Illinois Constitution and Chapter 15.2 of the Municipal Code of the City of Chicago adopted by the City Council of the Issuer on February 10, 1982; as from time to time supplemented and amended (the "Enabling Ordinance"), to finance in whole or in part the cost of the acquisition, purchase, or extension of any industrial development project in order to encourage development of the municipality; and

WHEREAS, The Issuer is further authorized by the Enabling Ordinance to issue industrial revenue bonds payable solely from payment to be derived by the Issuer from the user of such facilities and secured by a mortgage and a pledge of said payments and the Enabling Ordinance provides that such bonds shall be entitled to a mortgage and a pledge of such payments; and

WHEREAS, As a result of negotiations between the Issuer and Nation Enterprises, Inc., an Illinois corporation (the "Borrower"), contracts have been or will be entered into for the acquisition of land and remodeling and equipping of an existing manufacturing facility (the "Project") within the boundaries of the Issuer, and which Project will be of the character and will accomplish the purposes provided by the Enabling Ordinance and the Issuer is willing to issue its industrial revenue bond to finance the Project upon terms which will be sufficient to pay the cost of acquisition of land and remodeling and equipping of the Project as evidenced by such industrial revenue bond, all as set forth in the details and provisions of the Loan Agreement hereinafter identified (the "Agreement"); and

WHEREAS, It is estimated that the costs of the Project, including costs relating to the preparation and issuance of the revenue bond, will not be less than \$600,000; and

WHEREAS, The Project will create employment opportunities and enhance the tax base in the City of Chicago, Illinois; and

WHEREAS, The Issuer proposed to sell the industrial revenue bond hereinafter authorized and designated "Industrial Revenue Bond (Nation Enterprises, Inc. Project)" (the "Bond") upon a negotiated basis to Capitol Bank and Trust of Chicago, Chicago, Illinois (the "Bank"); now, therefore,

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

Definitions

SECTION 1. The following words and terms as used in this Ordinance shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Agreement" means the Loan Agreement dated as of December 1, 1982 by and between the Issuer and the Borrower, as from time to time amended and supplemented together with the Note of the Borrower in the form appended thereto.

"Assignment" means the Assignment and Agreement dated as of December 1, 1982 by and between the Issuer and the Bank.

"Bank" means Capitol Bank and Trust of Chicago, Chicago, Illinois, and its successors and assigns.

"Bond" means the Bond authorized to be issued hereunder.

"Bond Fund" means the City of Chicago, Illinois Bond Fund (Nation Enterprise, Inc. Project) created in Section 7 hereof.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated as of December 1, 1982 between the Issuer and the Bank.

"Bond Ordinance" means this Ordinance.

"Borrower" means Nation Enterprise, Inc., an Illinois corporation and its successors and assigns.

"Building" means collectively the buildings, structures and all other related facilities thereto forming a part of the Project, which are located on the Project Site (as hereinafter defined), as they may at any time exist, including any air conditioning and heating systems and any building equipment or machinery (which shall be deemed fixtures).

"Code" means the Internal Revenue Code of 1954, as amended.

The term "Default" means those defaults, exclusive of any period of grace, specified in and defined in Section 11 hereof.

"Enabling Ordinance" means Chapter 15.2 of the Municipal Code of the City of Chicago adopted by the City Council of the Issuer on February 10, 1982, as from time to time supplemented and amended.

"Equipment" means those items of machinery, equipment and related property to be installed in or near the Building with proceeds of any payment by the Borrower pursuant to Section 3.6 of the Agreement which items as now contemplated by the current plans and specifications, include the machinery, equipment and related property that are generally described in Exhibit B of the Agreement, and any such items acquired and constructed or installed in or near the Building in substitution therefor or in addition thereto pursuant to the provisions of Section 5.2 of the Agreement or taken by the exercise of the power of eminent domain as provided by Section 5.6 of the Agreement, all as they may at any time exist.

The term "Event of Default" means those events specified in and defined in Section 11 hereof.

The words "hereof," "herein," "hereunder" and other words of similar import refer to this Ordinance as a whole.

"Issuer" means the City of Chicago, Illinois and its successors and assigns.

"Mortgage" means the Mortgage and Security Agreement dated as of December 1, 1982 of the Borrower.

"Person" means the natural persons, partnerships, associations, corporations and public bodies.

"Prime Rate" means the interest rate per annum announced from time to time by Capitol Bank and Trust of Chicago at its principal office in Chicago, Illinois, as its prime rate.

"Project" means acquisition of the Project Site, remodeling of the Building and acquisition and installation of the Equipment to be financed with the proceeds of the Bond, as each is defined and described in the Agreement.

"Project Site" means the real property described in Exhibit A of the Agreement, together with all additions thereto and substitutions therefor less such real property as may be taken by the exercise of eminent domain, as provided by Section 5.6 of the Agreement. The Building is located on the Project Site.

Authorization of the Project

SECTION 2. That in order to promote the general welfare of the City of Chicago, Illinois and its inhabitant by relieving conditions of unemployment and encouraging the increase of industry and economic development, the Project shall be and is hereby authorized to be financed as described

herein. It is hereby found and declared that the financing of the Project and the use thereof by the Borrower as hereinafter provided is necessary to accomplish the public purposes described in the preamble hereto and in the Enabling Ordinance.

Authorization and Prepayment of Bond

SECTION 3. That for the purpose of financing the cost of said Project there shall be and there is hereby authorized to be issued by the Issuer its Industrial Revenue Bond (Nation Enterprise, Inc. Project), in the principal sum of \$600,000 dated the date of issuance thereof, and payable in fifteen (15) consecutive annual principal installments in the amount of \$40,000 each that become due on December 1, 1983 and on each December 1 thereafter to and including December 1, 1997, and bearing interest on the unpaid principal amount from time to time outstanding at the rate equal to seventy per cent (70%) of the average of the daily prime interest rates per annum announced from time to time by Capitol Bank and Trust of Chicago at its principal office in Chicago, Illinois as its prime rate (the "Prime Rate") in effect during the semi-annual period preceding the interest payment date, payable semi-annually commencing on June 1, 1983 and on each December 1, and June 1 thereafter. The average of the daily Prime Rates is to be determined by dividing the sum of the Prime Rates in effect on each calendar day of such semi-annual period by the number of calendar days in that period.

The Bank may, at its election by written notice given to the Issuer at least ninety (90) days prior to December 1, 1987 or December 1, 1992, cause the Issuer to call the Bond for redemption as of said date. The aggregate purchase price shall be equal to the sum of the unpaid principal amount of the Bond together with accrued interest thereon to the applicable purchase date and together with all sums due and owing under the Agreement or any other agreement relating thereto, and shall be paid in immediately available funds at the principal office of the Bank on the applicable purchase date.

From and effective as of the Effective Date of Taxability as defined in the hereinafter described Agreement, the interest rate per annum on the Bond shall be increased to one percent (1%) in excess of the Prime Rate as determined from time to time. The Bond shall bear interest on any overdue principal and interest at the Prime Rate for such period as no Determination of Taxability is effective and two per cent (2%) over the Prime Rate for such period as any Determination of Taxability is effective, until paid, to the maximum extent permitted by law.

The principal installments of the Bond are subject to prepayment at any time in whole or in part in the inverse order of their maturity at a prepayment price of par without premium plus accrued interest on the prepayment date upon written notice given by the Borrower on behalf of the Issuer, at least five business days prior to the installment payment date of the Borrower shall designate as the prepayment date.

If other funds in the amount in excess of \$1,000 shall become available in the Bond Fund, and are not otherwise required to be applied to the payment of Bond, the Bank shall, without notice from the Borrower or the Issuer, promptly, but in any event within fifteen business days from the receipt of such funds, apply such funds to the prepayment of the Bond at the prepayment price set forth above, and shall give notice to the Borrower of such prepayment. All principal installments of the Bond or portion thereof designated for prepayment will cease to bear interest on the specified prepayment date, provided funds for their prepayment are on deposit at the place of payment at that time.

The principal of and interest on the Bond shall be payable to the order of Capitol Bank and Trust of Chicago or its assigns in lawful money of the United States of America in immediately available funds at the principal office of Capitol Bank and Trust of Chicago in the City of Chicago, Illinois. The Bank shall note on the Payment Record attached as Schedule A to the Bond the date and amount of payment of principal and interest then being paid and of interest theretofore paid and not yet noted thereon and upon request of the Borrower and Issuer, the Bond shall be available for inspection by the Borrower or the Issuer at the offices of the Bank in Chicago, Illinois. The Bond is nontransferable by the Bank, except as a whole and after notice in writing to the Borrower of such transfer. The Bond shall be signed by the Mayor and attested by the City Clerk of the Issuer and the corporate seal of the Issuer shall be affixed thereto.

The Bond together with the Interest thereon, shall be a limited obligation of the Issuer secured by a mortgage and payable solely from the receipts derived from the Agreement (except to the extent paid out of moneys attributable to the Bond proceeds or the income from the temporary investment thereof) and shall be a valid claim of the owner thereof only against the Bond Fund and other moneys held by the Bank and the receipts derived from the Agreement, which receipts shall be used for no other purpose than to pay the principal of and interest on the Bond, except as may be otherwise expressly authorized in this Ordinance. The Bond and the obligation to pay interest thereon does not now and shall never constitute an indebtedness or a loan of credit of the Issuer, the State of Illinois or any political subdivision thereof, or a charge against their general taxing powers, within the meaning of any constitutional or statutory provisions of the State of Illinois, but shall be secured by a mortgage and payable solely from the receipts from the Agreement.

Bond Form

SECTION 4. That the Bond and Payment Record - Schedule "A" shall be in substantially the following form:

THIS BOND MAY BE TRANSFERRED
ONLY AS A WHOLE

UNITED STATES OF AMERICA

STATE OF ILLINOIS

CITY OF CHICAGO

PAYABLE BY THE ISSUER SOLELY AND ONLY
FROM RECEIPTS DERIVED FROM THE LOAN
AGREEMENT HEREIN DEFINED

Industrial Revenue Bond
(Nation Enterprise, Inc. Project)

\$ 600,000

The City of Chicago, Illinois, a unit of local government and a body politic and corporate organized and existing under the Constitution and Laws of the State of Illinois (the "Issuer"), for value received promises to pay solely and only from the source and as hereinafter provided to the order of Capitol Bank and Trust of Chicago, Chicago, Illinois (the "Bank"), or its assigns, the principal sum of:

Six Hundred Thousand Dollars (\$600,000) in fifteen (15) consecutive annual principal installments in the amount of \$40,000 each that become due on December 1, 1983 and on each December 1, thereafter to and including December 1, 1997, and bearing interest on the unpaid principal amount from time to time outstanding at the rate equal to 70% of the average of the daily prime interest rates per annum announced from time to time by Capitol Bank and Trust of Chicago at its principal office in Chicago, Illinois as its prime rate (the "Prime Rate") in effect during the semi-annual period preceding the interest payment date, payable semi-annually commencing on June 1, 1983 and on each December 1 and June 1 thereafter. For this purpose, the average of the daily Prime Rates shall be determined by dividing the sum of the Prime Rates in effect on each calendar day of such semi-annual period by the number of calendar days in that period.

The Bank may, at its election by written notice given to the Issuer at least ninety (90) days prior to December 1, 1987 or December 1, 1992, cause the Issuer to call the Bond for redemption as of said date. The aggregate purchase price shall be equal to the sum of the unpaid principal amount of the Bond together with accrued interest thereon to the applicable purchase date and together with all other sums due and owing under the Agreement, as herein defined, or any other agreement relating thereto, and shall be paid in immediately available funds at the principal office of the Bank on the applicable purchase date.

The Issuer shall have the privilege at any time during the term of this Bond to make prepayments, in whole or in part, without penalty. From and effective as of the effective date of Taxability, as defined in the hereinafter described Loan Agreement, the interest rate per annum on this Bond shall be increased to one percent (1%) in excess of the Prime Rate as defined herein, as determined from time to time. The Bond shall bear interest on any overdue principal and interest at the Prime Rate for such period as no Determination of Taxability is effective and two per cent (2%) over the Prime Rate for such period as any Determination of Taxability is effective, until paid. Both principal hereof and interest hereon are payable in immediately available funds at the principal office of the Bank.

Payments of principal and interest, including prepayments of principal installments, shall be noted on the Payment Record - Schedule "A" made a part of this Bond as provided in the Bond ordinance hereinafter identified pursuant to which the Bond is issued.

This Bond is issued in the principal sum of \$600,000 pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago adopted by the City Council of the Issuer on February 10, 1982, as from time to time amended and supplemented (the "Enabling Ordinance") and to an Ordinance (the "Bond Ordinance") duly adopted by the governing body of the Issuer for the purpose of providing funds to finance the cost of acquiring land and remodeling and equipping an existing manufacturing facility (hereinafter called the "Project") and paying expenses incidental thereto, to the end that the Issuer may be able to relieve conditions of unemployment and encourage the increase of industry and economic development within the City of Chicago, Illinois. The proceeds of this Bond will be used by the Issuer to pay or reimburse Nation Enterprise, Inc., an Illinois corporation (the "Borrower") for the costs of acquisition of land and remodeling and equipping of the Project, under the terms of the Loan Agreement dated as of December 1, 1982 (which agreement, as from time to time supplemented and amended, is hereinafter referred to as the "Agreement").

The Bond is secured by a pledge and assignment of receipts derived by the Issuer pursuant to the Agreement and a mortgage on the Project pursuant to an Assignment and Agreement dated as of December 1, 1982 (the "Assignment") from the Issuer to the Bank, as more fully described in the Bond Ordinance. Reference is made to the Bond Ordinance for a description of the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Issuer, the rights of the owners of this Bond, and the terms of which this Bond is or may be issued and to all the provisions of which the owner hereof by the acceptance of this Bond assents.

Upon five days prior written notice given by the Borrower on behalf of the Issuer the principal installments of this Bond are subject to prepayment at any time in whole or in part in the inverse order of their maturity at a prepayment price of par plus accrued interest to the prepayment date, without premium, as provided in the Bond Ordinance. All principal installments of this Bond or portion thereof designated for prepayment will cease to bear interest on the specified prepayment date, provided funds for their prepayment are on deposit at the place of payment at that time.

This Bond is issued pursuant to and in full compliance with the Constitution and laws of the State of Illinois and the Enabling Ordinance. This Bond and the obligation to pay interest hereon are limited obligations of the Issuer, secured by the mortgage and assignment and payable solely out of the receipts derived by the Issuer from the Agreement and otherwise as provided in the Bond ordinance and the Agreement. This Bond and the obligation to pay interest hereon shall not be deemed to constitute an indebtedness or a loan of credit of the Issuer, the State of Illinois or any political subdivision thereof, or a charge against their general taxing powers, within the meaning of any constitutional or statutory provision of the State of Illinois, but shall be secured by a mortgage and payable solely from the receipts derived by the Issuer from the Agreement. Pursuant to the provisions of the Agreement, payments sufficient for the prompt payment when due of the principal of and interest on this Bond are to be paid by the Borrower to the Bank for the account of the Issuer and deposited in a special account created by the Issuer and designated "City of Chicago, Illinois Bond Fund (Nation Enterprise, Inc. Project)," and all receipts under the Agreement have been duly pledged and assigned to the Bank pursuant to the Assignment for that purpose, under the Bond Ordinance to secure payment of such principal and interest.

In certain events, on the conditions, in the manner and with the effect set forth in the Bond Ordinance, the principal installments of this Bond may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon.

Modifications, alterations or amendments of the provisions of the Bond Ordinance may be made only to the extent and in the circumstances permitted by the Bond Ordinance.

It is Hereby Certified, Recited and Declared that all acts, conditions and things required by the Constitution and laws of Illinois to happen, exist and be performed precedent to and in the issuance of this Bond have happened, exist and have been performed in due time, form and manner as required by law.

In Witness Whereof, the City of Chicago, Illinois, by its governing body, has caused this Bond to be signed on its behalf by its Mayor and attested by its City Clerk and the corporate seal of said Issuer to be affixed hereto, all as of _____, 1982.

CITY OF CHICAGO, ILLINOIS

(SEAL)

By _____
Mayor

ATTEST:

City Clerk

Schedule A

PAYMENT RECORD

<i>Date</i>	<i>Principal Payment</i>	<i>Balance Due</i>	<i>Interest Payment</i>	<i>Capitol Bank and Trust of Chicago Authorized Official and Title</i>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

*Custody and Application of Proceeds of Bond: Acquisition
and Construction Fund*

SECTION 5. There is hereby created and established with the Bank, which is hereby constituted and appointed as depository for the Issuer, a special fund in the name of the Issuer to be designated "City of Chicago, Illinois Acquisition and Construction Fund" and identified with the name of the Borrower. The proceeds received by the Issuer upon the sale of the Bond shall be deposited in the Acquisition and Construction Fund which shall be held in a separate account by Bank as depository. Moneys in the Acquisition and Construction Fund shall be expended in accordance with the provisions of the Agreement, and particularly Section 3.6 thereof.

The Bank, as depository, shall keep and maintain adequate records pertaining to the Acquisition and Construction Fund and all disbursements therefrom, and after the Project has been completed and a certificate of payment of all costs filed as provided in this Section, the Bank shall deliver copies of such records to the Issuer and the Borrower.

The completion of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Issuer and the Bank of a certificate of the Authorized Borrower Representative required by Section 3.7 of the Agreement. Any moneys thereafter remaining in the Acquisition and Construction Fund shall be applied in accordance with Section 3.6 of the Agreement.

Payment of Amounts under the Agreement

SECTION 6. It is the declared intention of the Issuer to authorize the disbursement of the proceeds of the Bond in order to finance the acquisition, remodeling and equipping of the Project pursuant to the Agreement in substantially the form which has been presented to and is hereby approved by the governing body of the Issuer and which is now on file in the official records of the Issuer.

The Mayor is hereby authorized to execute and acknowledge said Agreement for and on behalf of the Issuer, and the City Clerk is hereby authorized to attest same and to affix thereto the corporate seal of the Issuer.

Said Agreement and the receipts thereof, including all moneys received under its terms and conditions, are to be sufficient to pay the principal of and interest on the Bond hereby authorized and are hereby pledged and ordered paid into the Bond Fund. The Agreement provides that the Borrower shall remit the required payments thereunder directly to the Bank for the account of the Issuer for deposit in said Bond Fund and such provision is hereby expressly approved.

Revenues: Bond Fund

SECTION 7. The Bond and all payments required of the Issuer hereunder are not general obligations of the Issuer but are special and limited obligations secured by a mortgage and payable by the Issuer solely and only out of the receipts derived from the Agreement as provided herein.

There is hereby created by the Issuer and ordered established with the Bank, as depository, a special fund to be designated "City of Chicago, Illinois Bond Fund (Nation Enterprise, Inc. Project)" (the "Bond Fund"), which shall be used to pay the principal of and the interest on the Bond.

There shall be deposited into the Bond Fund, as and when received, (a) all prepayments specified in Article IV of the Agreement; (b) all payments and other amounts paid by the Borrower pursuant to Section 3.3 of the Agreement; and (c) all other moneys received by the Bank under and pursuant to any of the provisions of the Agreement. The Bank is authorized and directed to apply amounts available therefor in the Bond Fund to the payment when due of the principal of and interest on the Bond.

The Issuer covenants and agrees that should there be an Event of Default or event that with the passing of time or otherwise may become an Event of Default under the Agreement, the Issuer shall fully cooperate with the Bank and with the owners of the Bond to the end of fully protecting the rights and security of such owners. Nothing herein shall be construed as requiring the Issuer to use any funds or revenues from any source other than funds and revenues derived from the Agreement.

Any amounts remaining in the Bond Fund, after payment in full of the principal of and interest on the Bond (or provision for payment thereof as provided in this Ordinance) and the reasonable charges and expenses of the Bank, shall be paid to the Borrower upon the expiration or sooner termination of the term of the Agreement.

Notwithstanding anything herein to the contrary, reference to the Bond Fund shall not preclude direct payment of funds to the Bank for direct application for the purposes for which payments are made.

Assignment

SECTION 8. As security for the due and punctual payment of the principal of and interest on the Bond hereby authorized and all sums due under the documents relating to the Project the Issuer hereby and pursuant to the Assignment assigns and pledges to the Bank all receipts derived by the Issuer pursuant to the Agreement (except any payment made pursuant to Section 6.4 of the Agreement relating to indemnification of the Issuer by the Borrower), and all rights and remedies of the Issuer under the Agreement, the Note and the Mortgage to enforce payment thereof including a mortgage of the Project and in evidence of such assignment and pledge and in consideration

of the agreement of the Bank to accept its responsibilities with respect to the Bond Fund created pursuant to Section 7 hereof, the Mayor is hereby authorized to execute for and on behalf of the Issuer the Assignment and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the Issuer, and the Mayor and City Clerk are authorized and directed to cause the Assignment to be executed by the Bank with the Assignment to be in substantially the form which has been presented to and is hereby approved by the governing body of the Issuer and which is now on file in the official records of the Issuer.

Investments: Arbitrage

SECTION 9. Any moneys held as part of the Acquisition and Construction Fund created pursuant to Section 5 hereof or as part of Bond Fund created pursuant to Section 7 hereof, may be invested or reinvested on the direction of the Borrower, in accordance with the provisions of Section 3.10 of the Agreement. Any such investment shall be held by or under control of the Bank and shall be deemed at all times a part of the fund from which such investment was made and the interest accruing thereon and any profit realized from such investments shall be credited to such fund, and any loss resulting from such investments shall be charged to such fund, which loss shall be an obligation of the Borrower as provided in the Agreement.

As and when any amount invested pursuant to this Section may be needed for disbursement, the Borrower may direct the Bank to cause a sufficient amount of the investments to be sold and reduced to cash to the credit of such funds regardless of the loss on such liquidation.

The Issuer hereby covenants with the purchaser and the owners of the Bond that so long as any principal of the Bond remains unpaid, the governing body of the Issuer will not take or authorize the taking of any action which will cause the Bond to be classified as an "arbitrage bond" within the meaning of Section 103(c) of the Code and any regulations promulgated thereunder, including Section 1.103-13 and Section 1.103-14 of the Income Tax Regulations (26 CFR Part 1) as the same presently exist. For purposes of certifying as to matters of arbitrage, the Mayor is hereby designated an officer responsible for issuing the Bond.

General Covenants

SECTION 10. The Issuer covenants that it will promptly cause to be paid solely and only from the source mentioned in the Bond, the principal of and interest on the Bond hereby authorized at the place, on the dates and in the manner provided herein and in the Bond according to the true intent and meaning thereof. The Bond and the obligation to pay interest thereon are limited obligations of the Issuer, secured by a mortgage and pursuant to the Assignment are payable solely out of the receipts derived by the Issuer from the Agreement and otherwise as provided herein and in the Agreement. The Bond and the obligation to pay interest thereon shall not be deemed to constitute an indebtedness or a loan of credit of the Issuer, the State of Illinois or any political subdivision thereof, or a charge against their general taxing powers, within the meaning of any constitutional or statutory provision of the State of Illinois.

The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in the Bond Ordinance, in the Bond and in all proceedings of its governing body pertaining thereto. The Issuer covenants that it is duly authorized under the Constitution and laws of the State of Illinois, including particularly and without limitation the Enabling Ordinance, to issue the Bond authorized hereby, and to pledge and assign the receipts hereby pledged and assigned in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bond has been duly and effectively taken and that the Bond is and will be a valid and enforceable limited obligation of the Issuer according to the true intent and meaning thereof.

The Issuer covenants that it will execute, acknowledge and deliver such instruments and other documents as the owners of the Bond or the Bank may reasonably require for the better assuring, granting, pledging and assigning unto the Bank the interest of the Issuer in the Agreement as well as the rights of the Issuer in and to the receipts pursuant to the Assignment and hereby assigned

and pledged to the payment of the principal of and interest on the Bond. The Issuer covenants and agrees that, except as herein and in the Agreement provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the receipts derived from the Agreement or of its rights under the Agreement.

The Issuer covenants and agrees that all books and documents in its possession relating to the receipts derived from the Agreement shall at all reasonable times be open to inspection by the owners of the Bond or such accountants or other agencies as such owners may from time to time designate.

The Issuer covenants and agrees that it shall through the Bank enforce all of its rights and all of the obligations of the Borrower under the Agreement for the benefit of the owners of the Bond. The Issuer shall protect the rights of the Bank hereunder with respect to the assignment and pledge of the receipts coming due under the Agreement.

Events of Default and Remedies

SECTION 11. If any of the following events occur it is hereby defined as and declared to be and to constitute an "Event of Default":

- (a) Default in the due and punctual payment of principal of or interest on the Bond.
- (b) Any Event of Default under Section 7.1 of the Agreement shall have occurred.

Upon the occurrence of an Event of Default and so long as such Event is continuing, the Bank by notice in writing delivered to the Issuer and the Borrower, may declare the principal installments of the Bond and the interest accrued thereon immediately due and payable, and such principal installments and interest shall thereupon become and be immediately due and payable. Upon any such declaration all payments under the Agreement from the Borrower immediately shall become due and payable as provided in Section 7.2 of the Agreement.

While any principal of or interest on the Bond is unpaid, the Issuer shall not exercise any of the remedies on default specified in Section 7.3 of the Agreement without prior written consent of the Bank.

Upon the occurrence of an Event of Default, the Bank may pursue any available remedy by law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Bond and to enforce and compel the performance of the duties and obligations of the Issuer as herein set forth.

No remedy by the terms of the Bond Ordinance conferred upon or reserved to the Bank is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the bank or to the owner hereunder or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right, power or remedy accruing upon any event of default shall impair any such right, power or remedy or shall be construed to be a waiver of any such event of default or acquiescence therein; and every such right, power or remedy may be exercised from time to time as often as may be deemed expedient.

All moneys received pursuant to any right given or action taken under the provisions of this Section or under the provisions of Article VII of the Agreement (after payments of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Issuer, the Bank or the owners of the Bond) and all such moneys in the Bond Fund shall be applied to the payment of the principal of and interest on the Bond then due and unpaid to the person entitled thereto.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Bank shall determine, but in any event within fifteen business days after deposit of such moneys in the Bond Fund. The Bank shall give such notice as it may deem appropriate of the deposit with it or any such moneys and of the fixing of any such date, and shall not be required to make payment to the owner of any Bond until the Bond shall be presented to the Bank for appropriate endorsement or for cancellation if fully paid.

Whenever all principal of and interest on the Bond have been paid under the provisions of this Section and all reasonable expenses of the Bank and the Issuer have been paid, any balance remaining in the Bond Fund shall be paid to the Borrower.

With regard to any default concerning which notice is given to the Borrower under the provisions of the Bond Ordinance, the Issuer hereby grants the Borrower full authority for account of the Issuer to perform or observe any covenant or obligation alleged in said notice not to have been performed or observed, in the name and stead of the Issuer with full power to do any and all things and acts to the same extent that the Issuer could do in order to remedy such default.

Sale of the Bond; Execution of Document

SECTION 12. (a) The sale of the Bond hereby authorized to the Bank at a price of \$600,000 plus accrued interest, if any, and payment pursuant to the Bond Purchase Agreement in substantially the form which has been presented to it is hereby approved by the governing body of the Issuer and which is now on file in the official records of the Issuer, is hereby in all respects authorized, approved and confirmed.

The Mayor is hereby authorized and directed to execute said Bond Purchase Agreement for and on behalf of the Issuer, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the Issuer.

(b) The Agreement and the Assignment, each in substantially the form in which it has been presented to the governing body of the Issuer and which is now on file in the official records of the Issuer, are each hereby approved by such governing body and is in all respects authorized, approved and confirmed.

The Mayor is hereby authorized and directed to execute the Agreement and the Assignment for and on behalf of the Issuer, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the Issuer.

Performance Provisions

SECTION 13. The Mayor and the City Clerk, for and on behalf of the Issuer be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the Issuer under and pursuant to the Bond Ordinance, the execution and delivery of the Bond and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by the Bond Ordinance. The Mayor and the City Clerk be, and they are hereby, further authorized and directed for and on behalf of the Issuer, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this Ordinance or to evidence said authority and to exercise and otherwise take all necessary action to the full realization of the rights, accomplishments and purposes of the Issuer under the Agreement, the Assignment and the Bond Purchase Agreement and to discharge all of the obligations of the Issuer thereunder.

Notices

SECTION 14. It shall be sufficient service of any notice or other paper on the Issuer if the same shall be duly mailed to the Issuer by registered or certified mail, postage prepaid, return receipt requested, addressed to the Issuer at City of Chicago, 121 N. LaSalle Street, Chicago, Illinois, 60602,

with a copy to City Comptroller, City Hall, Room 501, or to such other address as the Issuer may from time to time file with the Bank and the Borrower. It shall be sufficient service of any notice or other paper on the Borrower if the same shall be duly mailed to the Borrower by registered or certified mail, postage prepaid, return receipt requested, addressed to the Borrower at 2505 North Milwaukee Avenue, Chicago, Illinois, 60647, or to such other address as the Borrower may from time to time file with the Issuer and the Bank. It shall be sufficient service of any notice or other paper on the Bank if the same shall be duly mailed to the Bank by registered or certified mail, postage prepaid, return receipt requested, addressed to the Bank at 4801 West Fullerton Avenue, Chicago, Illinois, 60639, Attention: Commercial Loan Department, or to such other address as the Bank may from time to time file with the Issuer and the Borrower.

*Ordinance a Contract: Provisions for Modifications,
Alterations and Amendments*

SECTION 15. The provisions of this Ordinance shall constitute a contract between the Issuer and the owner or owners of the Bond hereby authorized; and after the issuance of the Bond no modification, alteration, or amendment or supplement to the provisions of this Ordinance shall be made in any manner except with the written consent of the owner or owners of the Bond until such time as all principal of and interest on the Bond shall have been paid in full.

Satisfaction and Discharge

SECTION 16. All rights and obligations of the Issuer and the Borrower under the Agreement, the Assignment, the Bond, the Note, the Mortgage, the Bond Purchase Agreement and the Bond Ordinance shall terminate and such instrument shall cease to be of further effect, and the Bank shall cancel the Bond, deliver it to the Issuer, and deliver a copy of the cancelled Bond to the Borrower, and shall assign and deliver to the Borrower any moneys in the Bond Fund required to be paid to the Borrower under Section 7 hereof (except moneys held by the Bank for the payment of principal of or interest on the Bond) when:

- (a) all expenses of the Issuer and the Bank shall have been paid;
- (b) the Issuer and the Borrower shall have performed all of their covenants and promises in the Agreement, the Assignment, the Bond, the Note, the Mortgage, the Bond Purchase Agreement and in the Bond Ordinance; and
- (c) all principal of and interest on the Bond have been paid.

Severability

SECTION 17. If any section, paragraph, clause or provision of this Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

Captions

SECTION 18. The captions or headings of the Bond Ordinance are for convenience only and in no way define, limit or describe the scope or intent of any provision of the Bond Ordinance.

Provisions in Conflict Repealed

SECTION 19. All ordinances, resolutions, and orders, or parts thereof, in conflict with the provisions of this Bond Ordinance, are, to the extent of such conflict, hereby repealed, and this Bond Ordinance shall be in full force and effect from and after its passage.

[Loan Agreement, Mortgage and Security Agreement, Assignment and
Agreement, Bond Purchase Agreement, Depositary Agreement
are omitted for printing purposes and are
available for public inspection in
the Office of the City Clerk.]

**Conditional Approval Given to Fletcher, Inc. for Issuance
of a \$2,000,000 Industrial Revenue Bond Project.**

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

WHEREAS, Pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling Ordinance"), there has been established an Economic Development Commission of the City of Chicago (the "Commission"), a Department of Economic Development of the City of Chicago (the "Department") and the office of the Commissioner of Economic Development of the City of Chicago (the "Commissioner"), and the Department and the Commissioner are empowered, upon the advice of the Commission, to enter into agreements with respect to the proposed development of industrial development projects and to recommend to the City Council that it issue Industrial Revenue Bonds for the public purposes stated in the Enabling Ordinance; and

WHEREAS, The Commissioner, upon the advice of the Commission and on behalf of the Department, has approved the attached Memorandum of Agreement relating to the issuance of not to exceed \$2,000,000 of Industrial Revenue Bonds, of which payments of both principal and interest on said bonds shall be personally guaranteed by members of The Fletcher Partnership, to finance an industrial development project in the City of Chicago, Illinois, to be owned by Fletcher, Inc., an Illinois corporation, to be used as a manufacturing and administrative facility and to be located in the City of Chicago, Illinois and has recommended the approval of this ordinance; and

WHEREAS, Such approval constitutes a recommendation to this City Council that it take all further steps necessary for the timely issuance of such Industrial Revenue Bonds; now, therefore,

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

SECTION 1. The recommendation of the Commissioner on behalf of the Department, is hereby accepted and the Memorandum of Agreement in the form submitted to this City Council is hereby approved.

SECTION 2. Upon the fulfillment of the conditions stated in the Memorandum of Agreement, this City Council will take such other actions and adopt such further proceedings as may be necessary under the Enabling Ordinance to issue such Industrial Revenue Bonds in an amount not to exceed \$2,000,000 for the purpose aforesaid.

SECTION 3. This ordinance shall be in full force and effect 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, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Davis, Hagopian, Martinez, Gabinski, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Clewis, Axelrod, Schulter, Volini, Orr, Stone--42.

Nays--None.

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

**Ordinance Authorized Concerning Chapter 27 of the Municipal
Code of Chicago Transferring Certain Functions from
Department of Streets and Sanitation to
Department of Public Works.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing an amendment to Chapter 27 of the Municipal Code concerning the transfer of certain functions from the Department of Streets and Sanitation to the Department of Public Works.

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

Yeas--Aldermen Roti, Barnett, Kenner, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Davis, Hagopian, Martinez, Gabinski, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Clewis, Axelrod, Schuler, Volini, Orr, Stone--39.

Nays--Aldermen Natarus, Oberman--2.

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

The following is said ordinance as passed:

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

SECTION 1. Sections 27-209(b), 27-212, 27-215(c), 27-217, 27-282(d), 27-296(b), 27-308(a), 27-314, 27-317(a), 27-317(g), 27-322(a), 27-384, 27-389, 27-390(a), 27-390(b), 27-396, 27-398, 27-399, 27-400, 27-401, 27-402(a), 27-402(b), 27-402(c), 27-403, 27-404, 27-405, 27-406, 27-408, 27-409, 27-410, 27-411, 27-412, 27-413, 27-414, 27-415, 27-417, 27-418, 27-419, 27-430(a), 27-430(b), 27-431, 27-432 and 27-433 of the Municipal Code of the City of Chicago are hereby amended by deleting therefrom the words "Commissioner of Streets and Sanitation" wherever the same occur, and substituting therefor the words "Commissioner of Public Works."

SECTION 2. Sections 27-320, 27-394, 27-397 and 27-416.1 of the Municipal Code of the City of Chicago are hereby amended by deleting therefrom the language bracketed and inserting the language in *Italics* as follows:

27-320. It is unlawful to park any vehicle on any through street or any street upon which a motor bus line is operated, between the hours of seven a.m. and nine a.m. on one side of the street, and between the hours of four p.m. and six p.m. on the other side of the same street Monday through Friday of each week. The [Commissioner of Streets] *Commissioner of Public Works* has the authority to designate by appropriate signs the hours and locations where parking shall be prohibited under the conditions described in this section.

27-394. The [bureau of street traffic under the direction of the Deputy Commissioner of Streets and Sanitation as established in the Department of Streets and Sanitation in Chapter 14] *Bureau of Traffic Engineering and Operations under the direction of the Deputy Commissioner of Public Works, as established in the Department of Public Works in Chapter 8* of this code shall in the enforcement of the provisions of this chapter have the power and duty to:

Conduct studies of all phases of traffic movement on the streets and highways of the City and, in cooperation with the City Council and other officials of the City, plan and develop ways, means and facilities to improve traffic movement on and traffic terminals for said streets and highways including improvements in the streets themselves.

Conduct studies and engineering research in matters pertaining to the design, use and operation of streets and highways.

Plan and direct the operation of traffic on the streets and highways of the City.

Initiate and recommend to the Mayor and City Council necessary legislation for the efficient operation of traffic and the prevention of traffic accidents on the streets and highways of the City.

Investigate, examine, and approve, prior to the construction thereof, the functional design and general plans of all streets, highways, bridges, tunnels, viaducts, the approaches thereto and the facilities thereof which shall be constructed by or for the City for the use of vehicles for the purpose of assuring that they will accommodate traffic efficiently and will harmonize with related facilities of the street traffic system.

Conduct engineering analyses of traffic accidents and device remedial measures.

Plan and direct the placing, installation, maintenance and operation of traffic signs, devices and pavement markings, safety zones and islands.

Devise and direct in cooperation with the Chicago street traffic commission, public educational programs and similar activities that will promote the efficient movement of traffic and the reduction of traffic accidents.

Perform such other duties and functions as may be required or authorized by any ordinance or as directed by the City Council.

Whenever copies of the results of any of the surveys, investigations, studies, or engineering analysis made under the provisions of this section are furnished to any person other than a department or official of the City, a charge of ten dollars (\$10.00) each page shall be paid to the [Bureau of Street Traffic] *Bureau of Traffic Engineering and Operations* therefor.

27-397. All traffic-control signs, signals, and devices shall conform to the manual and specifications approved by the [state department of public works and buildings] *State of Illinois Department of Transportation*. All signs and signals required hereunder for a particular purpose shall so far as practicable be uniform as to type and location throughout the City. All traffic-control devices so erected and not inconsistent with the provisions of state law or this chapter shall be official traffic-control devices.

27-416.1. The [Commissioner of Streets and Sanitation] *Superintendent of Police* shall designate certain of his employees to be known as parking enforcement [aids] *aides* whose duties shall be to issue traffic violation notices and place the same on vehicles parked in violation of the provisions of this chapter.

SECTION 3. This ordinance shall be in full force and effect from and after January 1, 1983.

**Chapter 31 of Municipal Code of Chicago Amended Concerning
Interception of Discharges into Sewer System.**

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

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

SECTION 1. Chapter 31 of the Municipal Code of the City of Chicago is hereby amended by adding thereto new Sections 31-5.1 and 31-5.2, in italics, as follows:

31-5.1. No person shall cause or allow the following materials to be discharged into any public sewer in the City of Chicago: grease; oil; fatty matter; prohibited wastes described in Section 17-3.4 of this Code; any other material which the Commissioner of Sewers determines to be likely to obstruct or stop the flow of waste water in the public sewer system. Such materials shall be intercepted before reaching the public sewer system, by a catch basin or special intercepting basin of a design and construction approved by the Commissioner.

The Commissioner of Sewers shall issue rules and regulations defining materials which must be intercepted, and the design and construction of catch basins and special intercepting basins.

31-5.2 When a filling station, as defined in Section 127-1 of this Code, is converted to another use or abandoned, the owner thereof shall install catch basins sufficient to intercept the runoff of water therefrom onto the public way, as provided in Section 82-62 of this Code.

SECTION 2. This ordinance shall be in full force and effect 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, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Davis, Hagopian, Martinez, Gabinski, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Clewis, Axelrod, Schultzer, Volini, Orr, Stone--42.

Nays--None.

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

Transfer of Funds Authorized in the Graphics and Reproduction Center.

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

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

SECTION 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1982. The department head making the request for this transfer has certified that such transfer from the account shown will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1982 payable from such appropriations.

<i>From: Account</i>	<i>Purpose</i>	<i>Amount</i>
100-1841-164	Bookbinding	\$ 5,500.00
100-1841-166	Subscriptions and Dues	375.00
100-1841-169	Technical Meeting Costs	1,335.20
100-1841-175	Transportation Charges	1,500.00
100-1841-245	Reimbursement to Travelers	832.59
100-1841-348	Books and Related Materials	520.00

100-1841-015	Schedule Salary Adjustments	\$ 9,499.00
100-1841-126	Office Conveniences	450.00
100-1841-130	Postage and Postal Charges	595.00
100-1841-149	Other Professional Services	500.00
100-1841-150	Publications	7,200.00
100-1841-157	Rental of Equipment and Services	6,000.00

To:

Account

Purpose

Amount

100-1841-350	Stationery and Office Supplies	\$ 34,306.79

SECTION 2. This ordinance shall be in full force and effect 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, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Davis, Hagopian, Martinez, Gabinski, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Clewis, Axelrod, Schuler, Volini, Orr, Stone--42.

Nays--None.

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

Authorization Granted for Designation of Depositories for City and School Funds During 1983.

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

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

SECTION 1. That the following regularly established National and State banks and savings and loan associations pursuant to an advertisement required by the Municipal Code of the City of Chicago have submitted bids for the payment of interest on certificates of deposit and/or times deposits of City and School Funds and that each said depository has satisfactorily filed with the City Comptroller the information required by Chapter 7, Sections 7-33, 7-34 and 7-34.1 of the Municipal Code of the City of Chicago:

Commercial Banks

American National Bank
Bank of Ravenswood
Chicago Bank of Commerce
Chicago City Bank and Trust Company
Chicago-Tokyo Bank
Colonial Bank and Trust
Commercial National Bank
Continental Illinois National Bank
Drovers National Bank
First Commercial Bank
First National Bank of Chicago
Heritage Pullman Bank
Hyde Park Bank
Independence Bank

Lakeside Bank
LaSalle National Bank
Maine Bank of Chicago
Marina Bank
South Chicago Savings Bank
Sears Bank and Trust
Seaway Bank
South Shore National Bank

SECTION 2. The depository institutions listed in Section 1, are hereby designated as legal depositories for City and School Funds for the year of 1983 and the City Treasurer may deposit monies received by him in any of these institutions.

SECTION 3. That during the ensuing days of the year of 1983, qualified depository institutions, as defined in Chapter 7 of the Municipal Code of the City of Chicago, that in the judgment of the City Comptroller have completed and submitted bid forms to him will be designated as qualified and that he will so advise the City Treasurer.

SECTION 4. This ordinance shall be effective 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, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Davis, Hagopian, Martinez, Gabinski, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Clewis, Axelrod, Volini, Orr, Stone--41.

Nays--None.

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

Alderman Schuller was excused from voting under the provisions of Rule 14 of the Council's Rules of Order.

**City Comptroller Authorized to Execute Lease Agreement
for Premises Located at No. 205 W. Randolph St. for
Use by the Department of Consumer Services.**

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

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from the Randolph Wells Building Corporation and Venture 205, an Illinois General Partnership, for approximately 4,235 square feet of office space on the 9th floor at 205 West Randolph Street, for use by the City of Chicago/Department of Consumer Services, such lease to be approved by the Commission of the Department of Consumer Services and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 14404
of this Journal.]

SECTION 2. This ordinance shall be effective from and after its passage.

Riders A, B and C attached to this ordinance read as follows:

RIDER "A"

Notification Provision

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and in addition, to the Assistant Comptroller, Real Estate, Comptroller's Office, No. 205 W. Randolph Street, Suite 1000, Chicago, Illinois 60606, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said location.

RIDER "B"

Rental Payment Provision.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Four Thousand Nine Hundred Forty and no/100 (\$4,940.00) Dollars per month for the period beginning November 1, 1982, or date of occupation whichever occurs later (with rent prorated if occupation commences on any day other than the 1st day of the month) and ending October 31, 1983;

Five Thousand One Hundred Seventeen and no/100 (\$5,117.00) Dollars per month for the period beginning November 1, 1983 and ending October 31, 1984;

Five Thousand Two Hundred Ninety Three and no/100 (\$5,293.00) Dollars per month for the period beginning November 1, 1984 and ending October 31, 1985.

Rent is payable in advance on the 1st day of each calendar month by the office of the City Comptroller.

Rental Rate Adjustment Provisions

A. Adjustment Annual Rental Rate: The annual rate of rent shall be adjusted for each calendar year following the first full year of the term by adding to the annual rental rate then in effect an amount equal to Lessee's proportionate share of the difference between taxes incurred by Lessor in such calendar year and taxes payable by Lessor in 1983, but no event shall the increase for any calendar year exceed one dollar (\$1.00) per square foot, plus Lessee's proportionate share of the difference between operating expenses incurred by Lessor in such calendar year and operating expenses payable by Lessor in 1983, but in no event shall the increase for any calendar year exceed fifty (\$0.50) or .50 cents per square foot.

B. Payment of Adjusted Rent: As soon as feasible after the end of each calendar year during the term Lessor shall deliver to Lessee a statement prepared by a certified public accountant selected by the Lessor showing Lessor's taxes and operative costs during such year and the Lessee's proportionate share of the amount by which they respectively exceed Lessor's taxes in the base year. Ninety (90) days upon receipt of above statement, Lessee shall pay to the Lessor additional rent in the amount determined under paragraph A above.

C. Definition of Lessee's 2.11 Proportionate Share: "Lessee's proportionate share" means 4,235 square feet of rentable area in the premises divided by 200,000 square feet of rentable area in the building.

Rental Rate Adjustment Provisions

D. Definition of Taxes: "Taxes" means general real estate taxes and all special taxes or assessments levied by any governmental entity which Lessor shall pay or become obligated to pay because of or directly or indirectly in connection with ownership, leasing, management, control or operation

(Continued on page 14405)

This Agreement, Made this..... day of.....

A. D. 1982, between Randolph Wells Building Corporation and Venture 205, an Illinois General Partnership, as master lessee as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 4,235 square feet of office on the 9th floor of the 205 West Randolph Street Building (a/k/a 130 North Wells Street Building) for the City of Chicago/Department of Consumer Services.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of November or date of occupation whichever occurs later A. D. 1982, and ending on the 31st day of October A. D. 1985. Lessee has the right to terminate this lease upon sixty (60) days prior written notice to the lessor addressed as cited herein.

~~Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit:~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Venture 205, 205 West Randolph St., Chicago, IL 60606 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provision See Rider "A" Attached Hereto and made a part Hereof.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of For Rental Provision See Rider "B" Attached Hereto and Made a part Hereof ~~Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the~~ Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Lessor-Lessee Responsibilities

See Rider "C" Attached Hereto and

Made A Part Hereof

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

(Continued from page 14403)

of the property or of the personal property located therein plus any interest on special assessments which are payable in installments. If Lessor shall receive a refund of any taxes paid by Lessor which were included in the calculation of any adjustment of rent under this lease, then Lessee shall receive an appropriate refund.

E. Reduction of Taxes: Lessor shall use its best efforts to reduce taxes and keep the same as low as possible throughout the term of this lease.

RIDER "C"

Lessor and Lessee Responsibilities

Lessor under this lease shall:

Maintain interior and exterior of the building, including all mechanical components.

Provide and pay for central air-conditioning and heating from 8:00 A.M. to 6:00 P.M., Monday through Friday and from 8:00 A.M. to 1:00 P.M. on Saturday, excluding Sundays and legal holidays.

Provide and pay for operatorless elevator service in common with other tenants at all times.

Provide and pay for the prompt removal of snow and ice from sidewalks which immediately abut said premises.

Comply with all provisions of the Chicago Municipal Building Code in the repair, construction and maintenance of the demised premises.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Construct at its own expense said premises to city specifications as outlined on the construction plans from Venture 205 dated October 29, 1982, see Exhibit "2" attached and made a part hereof.

Comply with all provisions included in workletter of building standards. See attached Exhibit "1", attached hereto and made a part hereof.

Provide and maintain at all times Public Liability Insurance in the amount of \$500,000 per occurrence and \$500,000 aggregate bodily injury and \$250,000 per occurrence property damage; with the city to receive a Certificate of Insurance for said coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with the Lessee to receive a certificate of insurance for said renewal at least thirty (30) days prior to the annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days of receipt thereof.

Provide and pay for 24 hour security service.

Provide and pay for exterminator service whenever necessary.

Pay all real estate taxes and other levies assessed against said improved real property with deadlines established by the respective governmental taxing bodies.

General Cleaning - Nightly.

Monday through Friday.

1. Sweep all resilient tiles and hard surface floors with anti-bacteria impregnated sweeping cloths.

2. Vacuum clean all carpets and rugs; moving light furniture other than desks and file cabinets, etc.
3. Empty and clean all wastepaper baskets, ashtrays, receptacles, etc., and damp dust as necessary.
4. Remove wastepaper and waste materials to designated area (compactor).
5. Dust all furniture including desks, chairs and tables with specially treated cloths.
6. Dust all exposed filing cabinets, bookcases and shelves with specially treated cloths.
7. Dust and sanitize all telephones.
8. Low dust all horizontal surfaces to hand height, including baseboards, sills, ledges, counters and shelves.
9. Low dust moldings, picture frames and convectors.
10. Clean upper side of all glass furniture tops.
11. Spot clean interior glass in partitions and doors.
12. Damp mop elevator cabs, lobbies and corridors.
13. All lights shall be turned off after work is completed and floors left in a neat and orderly condition.
14. Sweep all stairwells; mop as necessary.
15. Wipe clean all metal door knobs, kick plates and director signs.

Laboratories - Nightly.

Monday through Friday.

1. Sweep and mop all ceramic tile floor with a germicidal solution.
2. Wash all basins, bowls and urinals using a germicidal solution.
3. Wash both sides of all toilet seats with a germicidal solution.
4. Wash and polish all mirrors, powder shelves, bright work, including flushometers, piping and toilet seat hinges.
5. Dust all partitions, tile walls and dispensers, and remove fingermarks or smudges.
6. Empty and clean paper towels and sanitary disposal receptacles.
7. Wash receptacles with a germicidal solution.
8. Fill toilet tissue holders, soap dispensers, towel dispensers, and sanitary napkin dispensers. Materials to be furnished by the Lessor.

Weekly.

1. Spot clean carpets.
2. Remove fingerprints from doors, door knobs, frames, handles and railings, light switches and push plates.

3. Dust all door louvers and other ventilating louvers within reach.
4. High dust all laboratory surfaces once a week.

Monthly.

1. Do all high dusting, which includes all vertical surfaces, such as walls, partitions, drapes, venetian blinds and other surfaces not reached in nightly cleanings.
2. Vacuum all grill and duct work.
3. Machine scrub all ceramic tile floors in laboratories.
4. In all laboratories, wash partitions, tile walls and enamel surfaces with a proper disinfectant.
5. Clean all interior glass in partitions and doors.

Every three (3) months.

1. All resilient tile throughout the building, except where scheduled otherwise, shall be scrubbed and refinished, using a neutral, low alkaline washing solution and a synthetic slip resistant resin floor finish. All areas shall be buffed after they are refinished. A U/L approved slip resistant synthetic resin floor finish shall be used in all taxing operations. Also, an approved low alkaline, non-injurious detergent shall be used for all floor washing operations.
2. All baseboards are to be wiped clean after each refinishing of floors.
3. Special care is to be taken to assure that chrome on legs of metal furniture is wiped clean after each refinishing of floors.
4. Use "Pile Lifter" on all carpeting.
5. Vacuum upholstered furniture, drapes, etc.
6. Dust all lighting fixtures.

Lessee under this lease shall:

Pay for electricity for all normal office uses (excluding electricity for heating and central air-conditioning) within demised premises as separately metered and billed.

Have the right to peacefully and quietly enjoy the possession of the demised premises without any encumbrances or hindrance by, from or through Lessor, its successors or assigns, so long as Lessee shall observe and perform the covenants and agreements binding on it hereunder.

Additional Terms and Conditions:

In the event of breach of any of the covenants, terms and conditions contained herein by the Lessor, Lessee shall have the right to terminate this lease immediately upon giving written notice by certified or registered mail to the Lessor at the address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of subsequent breach by the Lessor of any right created thereby.

In the event the Lessor should fail to furnish any of the alterations, repairs or services as required by this lease, or fail to remove and/or correct any fire hazards, health hazards or any violations of the municipal building code not caused by the acts of negligence of the Lessee, and the failure continues thirty (30) days after the Lessee has notified the Lessor by written notice of such failure,

the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards or building code violations corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in the lease is payable solely from funds when made available by the federal government. If said funds are not made available from the federal government and as a result, Lessee defaults in the payment of any sums required to be paid under this lease, the sole remedy of Lessor shall be for possession of the demised premises.

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

Yeas--Aldermen Roti, Barnett, Kenner, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Davis, Hagopian, Martinez, Gabinski, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Clewis, Axelrod, Schuler, Volini, Orr, Stone--42.

Nays--None.

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

**City Comptroller Authorized to Renew Lease Agreement for
Office Space Located at No. 180 N. LaSalle St.**

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

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from the LaSalle-Lake Investors, an Illinois Limited Partnership, as sole beneficiary under American National Bank and Trust Company, under Trust Number 30503, dated November 30, 1970, for approximately 17,268 square feet of office space on the seventh (7th) floor at 180 North LaSalle Street, for use by the Department of Finance, such lease to be approved by the City Comptroller and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on
page 14409 of this Journal.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Riders "A", "B", "C" and Exhibit I attached to this ordinance read as follows:

"RIDER A"

Notification Provision

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon Lessee, it shall be necessary to send written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Assistant Comptroller, Real Estate, Comptroller's Office No. 205 W. Randolph Street, Suite 1000, Chicago, Illinois, 60606, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said location.

(Continued on page 14410)

This Agreement, Made this _____ day of _____

A. D. 19____, between LaSalle-Lake Investors, an Illinois Limited Partnership, as sole beneficiary under American National Bank and Trust Company, Under Trust No. 30503, dated November 30, 1970 and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 17,268 square feet of office space on the seventh (7th) floor of the building located at 180 North LaSalle Street, Chicago, Illinois, for the Department of Finance.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of September A. D. 1982, and ending on the 31st day of August A. D. 1985. Lessee has the right to terminate this lease upon thirty (30) days prior written notice to the lessor at the address cited herein.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Centre Properties Ltd., Suite 3600, 180 N. LaSalle St. Chicago, Ill. 60601 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider "A" Attached Hereto and Made a Part Hereof. ~~For Rental Payment Provisions See Rider "B" Attached Hereto and Made a Part Hereof~~ ~~Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the~~ Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee

See Rider "C"

Attached Hereto and Made a Part Hereof

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

(Continued from page 14408)

"RIDER B"

Rental Payment Provisions

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Twenty-three Thousand Twenty-four and no/100 Dollars (\$23,024.00) per month for the period beginning on the 1st day of September, 1982 and ending on the 31st day of August, 1983;

Twenty-four Thousand One Hundred Three and 25/100 Dollars (\$24,103.25) per month for the period beginning on the 1st day of September, 1983 and ending on the 31st day of August, 1984;

Twenty-five Thousand One Hundred Eighty-two and 50/100 Dollars (\$25,182.50) per month for the period beginning on the 1st day of September, 1984 and ending on the 31st day of August, 1985.

Rent Abatement: Rental payments will be abated during the first full month of occupancy following the approval of the subject lease by the City Council of the City of Chicago.

Rent is payable in advance on the 1st day of each calendar month by the Office of the City Comptroller.

Rental Rate Adjustment Provisions

A. Adjustment Annual Rental Rate. The Annual rate of rent shall be adjusted for each portion of a calendar year following the first (1st) year of the term by adding to the annual rental rate than in effect an amount equal to (I) Lessee's proportionate share of the difference between taxes incurred by Lessor in such calendar year and taxes incurred by Lessor in calendar year 1982, (the "Base Year") plus (II) Lessee's proportionate share of the difference between operating expense incurred by Lessor in such calendar year and operating expenses incurred by Lessor in the Base Year. (The increase under clause (II) for any calendar year shall in event exceed six percent (6%) of Lessor's operating expenses in the Base Year).

For purposes hereof Lessor may estimate the amount expenses not known at the time an adjustment is to become effective. When such expenses become known, an appropriate payment or refund shall be made.

Rental Rate Provisions

B. Payment of Adjusted Rent. As soon as feasible after the end of each calendar year during the term Lessor shall deliver to Lessee a statement prepared by a certified public accountant selected by Lessor showing Lessor's operating expenses and taxes during such year and the Lessee's proportionate share of the amount by which they respectively exceed Lessor's operating expenses and taxes in the Base Year. Beginning with the month immediately following the first year of the term, Lessee shall pay to Lessor additional rent in the amount determined under paragraph (A) above. Within ninety (90) days after the end of such calendar year Lessor shall deliver to Lessee a report based on the exact amounts of operating expenses and taxes and within (10) days thereafter an appropriate payment or credit shall be made to correct any underpayment or overpayment.

C. Definition of Lessee's Proportionate Share. "Lessee's Proportionate Share" means 2.81% (17,268 square feet of rentable area in the premises divided by 685,486 square feet of rentable area in the building).

D. Definition of operating expenses. "Operating Expenses" means all costs, expenses and disbursements of every kind and nature which Lessor shall pay or become obligated to pay in connection with the management, operation, maintenance and repair of the property and of the personal property,

fixtures machinery, equipment, systems and apparatus located therein or used in connection therewith, except the following; costs of alterations of the premises of tenants of the building, costs of capital improvements to the building, depreciation charges, real estate brokers' leasing commissions and fees, interest and principal payments on mortgages, ground rental payments, and expenditures for which Lessor has been reimbursed (otherwise then through rent escalation or adjustment provisions in leases), expenditures incurred to provide extraordinary services to tenants of the building, all taxes and assessments which are included as taxes under subparagraph below, and any federal, state or local franchise, capital stock, inheritance, general income, gift or estate taxes, and expenses attributable to portions of the building rented for non-office use.

E. Definition of Taxes. "Taxes" means general real estate taxes and all special taxes or assessments levied by any governmental entity which Lessor shall pay or become obligated to pay because of or directly or indirectly in connection with ownership, leasing, management, control or operation of the property or of the personal property located therein plus any interest on special assessments which are payable in installments. If Lessor shall receive a refund of any taxes paid by Lessor which were included in the calculation of any adjustment of rent under this lease, then Lessee shall receive an appropriate refund.

F. Reduction of Taxes. Lessor shall use its best efforts to reduce taxes and keep the same low as possible throughout the term of this lease.

RIDER "C"

Lessor and Lessee Responsibilities

Lessor under this lease shall:

Provide and pay for heat when necessary for comfortable occupation of the premises and maintain heating plant in good operable condition.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide and maintain elevator service at all times.

Maintain interior and exterior of building, including all mechanical components.

Comply with all provisions of the Chicago Municipal Building Code in the repair, construction and maintenance of the demised premises.

Provide and pay for removal of snow and ice from sidewalks which immediately abut said premises.

Provide and maintain public liability and property damage insurance in the amount of \$500,000 combined single limit per occurrence with an umbrella policy for bodily injury and property damage combined single limit per occurrence in the amount of \$5,000,000; with the City to receive a certificate of insurance for said coverage prior to lease execution. Should any of the above described policies be cancelled before the expiration date of this lease, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice within fifteen (15) days of receipt thereof.

Provide and pay for painting of demised premises.

Provide and pay for central air conditioning from 8 A.M. to 6 P.M. Monday through Friday and from 8 A.M. to 12 P.M. on Saturday excluding holidays and Sundays.

Provide nightly custodial service, see Exhibit "I".

Provide and pay for window washing of all windows in the demised premises at least once a year.

Lessee under this lease shall:

Have the right to terminate this Lease upon thirty (30) days prior written notice to Lessor at the address cited herein.

Pay for electricity as metered.

Replace burned out light bulbs and will be responsible for installation of these bulbs.

Have the right to peacefully and quietly enjoy the possession of the demised premises without an encumbrance or hinderance, by, from or through Lessor, its successors or assigns, so long as Lessee shall observe and perform the covenants and agreements binding on it hereunder.

Additional Responsibilities:

It is mutually agreed and understood by and between the parties hereto that the rent mentioned in this lease is payable solely from federal funds when made available by the federal government. If said funds are not made available from the federal government and as a result, Lessee defaults in the payment of any sums required to be paid under this lease, the sole remedy of Lessor shall be for possession of the demised premises.

Exhibit I

**Cleaning Specifications for LaSalle Plaza Directly
Related to Tenant Spaces to be Furnished by Lessor:**

General Cleaning - Nightly - Monday through Friday.

1. Sweep all resilient tile and hard surface floors with the antibacteria impregnated sweeping cloths.
2. Vacuum clean all carpets and rugs; moving light furniture other than desks and file cabinets, etc.
3. Empty and clean all wastepaper baskets, ashtrays, receptacles, etc., and damp dust as necessary.
4. Remove wastepaper and waste materials to designated area (compactor).
5. Dust all furniture including desks, chairs and tables with specially treated cloths.
6. Dust all exposed filing cabinets, bookcases and shelves with specially treated cloths.
7. Dust and sanitize all telephones.
8. Low dust all horizontal surfaces to hand height, including baseboards, sills, ledges, counters and shelves.
9. Low dust moldings, picture frames and convectors.
10. Clean upper side of all glass furniture tops.
11. Spot clean interior glass in partitions and doors.
12. Damp mop elevators, cabs, lobbies and corridors.
13. All lights shall be turned off after work is completed and floors left in a neat and orderly condition.
14. Sweep all stairwells, mop as necessary.
15. Wipe clean all metal door knobs, kick plates and directory signs.

Lavatories - Nightly.

1. Sweep and mop all ceramic tile floors with a germicidal solution.

2. Wash all basins, bowls and urinals using a germicidal solution.
3. Wash both sides of all toilet seats with a germicidal solution.
4. Wash and polish all mirrors, powder shelves, bright work, including flushometers, piping and toilet seat hinges.
5. Dust all partitions, tile walls and dispensers, and remove fingermarks or smudges.
6. Empty and clean paper towel and sanitary disposal receptacles.
7. Wash receptacles with germicidal solution.
8. Fill toilet tissue holders, soap dispensers, towel dispensers, and sanitary napkin dispensers. Materials to be furnished by Centre Properties, Ltd.

Weekly:

1. Spot clean carpets.
2. Remove fingerprints from door knobs, frames, handles and railings, light switches and push plates.
3. Dust all door louvers and other ventilating louvers within reach.
4. High dust all lavatory surfaces once a week.

Monthly:

1. Do all high dusting, which includes all vertical surfaces, such as walls, partitions, drapes, venetian blinds and other surfaces not reached in nightly cleaning.
2. Vacuum all grills and duct work.
3. Machine scrub all ceramic tile floors in lavatories.
4. In all lavatories, wash partitions, tile walls and enamel surfaces with a proper disinfectant.
5. Clean all interior glass in partitions and doors.

Every Three Months:

1. All resilient tile throughout the building, except where scheduled otherwise, shall be scrubbed and refinished, using a neutral, low alkaline washing solution and a synthetic slip resistant resin floor finish. All areas shall be buffed after they are refinished. A U/L approved slip resistant synthetic resin floor finish shall be used in all waxing operations. Also an approved low alkaline, non-injurious detergent shall be used for all floor washing operations.
2. All baseboards are to be wiped clean after each refinishing of floors.
3. Special care is to be taken to assure that chrome on legs of metal furniture are wiped clean after each refinishing of floors.
4. Use "Pile Lifter" on all carpeting.
5. Vacuum upholstered furniture, drapes, etc.
6. Dust all lighting fixtures.

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

Yeas--Aldermen Roti, Barnett, Kenner, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Davis, Hagopian, Martinez, Gabinski, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Clewis, Axelrod, Schalter, Volini, Orr, Stone--42.

Nays--None.

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

**City Comptroller Authorized to Execute Lease Agreements
for Sundry Purposes.**

The Committee on Finance submitted separate reports recommending that the City Council pass seven proposed ordinances transmitted therewith to authorize lease agreements for sundry purposes.

On separate motions of Alderman Frost *each* of the said proposed ordinances was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Davis, Hagopian, Martinez, Gabinski, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Clewis, Axelrod, Schalter, Volini, Orr, Stone--42.

Nays--None.

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

Said ordinances as passed read respectively as follows (the *Italic* heading in each case not being a part of the ordinance):

Captain Joe Boat Service.

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

SECTION 1. That the Commissioner of Public Works and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel are authorized to execute in behalf of the City of Chicago an agreement with Captain Joe Boat Service said agreement to be in substantially the following form:

This Agreement made this _____ day of _____ A.D. _____, between the City of Chicago, a municipal corporation of the State of Illinois and Tenant from the Public Building Commission of Chicago (hereinafter called "Landlord") and Captain Joe Boat Service (hereinafter called "Tenant").

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for sole use only by Tenant, the privileges hereinafter described, on premises at Navy Pier, foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier".

This Agreement shall consist of two parts:

Part I - General Conditions

Part II - Special Conditions numbered 1 to 6 and Exhibit A

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other references, shall be implied or impressed upon such agreement that are not set forth herein at length.

PART 1 - GENERAL CONDITIONS

ARTICLE I

This agreement shall be subject and subordinate to:

(a) Any existing or future Federal/State Statute or any existing or future lease or agreement between Landlord and the United States or the State of Illinois, or political subdivisions thereof, relative to the development, construction, operation or maintenance of the Pier, the execution of which has been or may be required as a condition precedent to the expenditure of Federal, State or other public funds for the development, construction, operation or maintenance of said Pier.

(b) The right of Landlord to further develop, improve, maintain, modify and repair Pier, the facilities therein and the roadways and approaches thereto, as it sees fit, regardless of the desires or views of the Tenant and without interference or hindrance by the tenant.

ARTICLE II

The Tenant shall not, without prior approval of Landlord, assign or transfer this agreement nor any share, part or interest therein, nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor unless otherwise expressly provided herein. Tenant further agrees that it shall not enter into any agreement of any nature, formal or informal, concerning other business activities at Pier, with any individual, partnership or corporation without prior approval of Landlord, it being understood that the only activity that Tenant may conduct directly or indirectly, alone or through others, on, upon or from said Pier and facilities located thereon, be they demised to the others or under the control of Landlord, is as authorized under the terms of this agreement.

In the event of the issuance of this right or privilege to more than one individual or other legal entity (or to any combination thereof), then and in that event, each and every obligation or undertaking hereinstated to be fulfilled or performed by the Tenant shall be the joint and several obligation of each such individual or other legal entity.

It is mutually understood and agreed that nothing contained in this agreement is intended, or shall be construed, as in any wise creating or establishing the relationship of co-partners or joint venturers between the parties hereto or as constituting the Tenant as the agent or representative of the Landlord for any purpose or in any manner whatsoever.

ARTICLE III

Tenant has examined the premises prior to, and as a condition precedent to, the execution hereof and is satisfied with the physical condition of said premises, and its taking possession thereof will be conclusive evidence of its receipt of said premises in a safe, sanitary and sightly condition and in good repair.

ARTICLE IV

Tenant shall not attach, affix, or permit to be attached or affixed, upon the premises, or if so attached or affixed, relocate, replace, alter or modify, without the consent in writing in each instance of the Commissioner of Public Works (hereinafter called "Commissioner") first had and obtained, any flags, placards, signs, poles, wires, aerials, antennae, improvements or fixtures. In connection therewith Commissioner may require submission of proposed designs, floor plans, construction plans, specifications and contract documents therefor and if then approved any incorporate all or part thereof within this agreement as attachments thereto.

ARTICLE V

Tenant, at the expense of Tenant, shall keep the premises in a safe, sanitary and sightly condition and good repair and shall restore and yield the same back to Landlord upon the termination of this agreement in such condition and repair, ordinary wear and tear excepted. If said premises shall not have been so kept by Tenant, Landlord will do all things necessary to restore said premises to the conditions herein required, and will charge the cost and expense thereof to Tenant and Tenant agrees to pay Landlord, in addition to the rent and charges hereby reserved, all such costs and expenses.

ARTICLE VI

Tenant covenants and agrees to keep said premises and improvements situated thereat free and clear of any and all liens in any way arising out of the use thereof by Tenant.

In addition to the rent and charges hereinafter outlined, Tenant shall pay all fees, charges, license fees and taxes of whatever nature, if necessary, as required by law or ordinance of the City of Chicago.

Tenant shall assume all risks incident to or in connection with the event to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations at said Pier and shall indemnify, defend and save harmless the Landlord, the Public Building Commission of Chicago, their authorized agents and representatives, from any penalties for violation of any law, ordinance or regulation affecting its operations, and from any and all claims, suits, losses, damages or injuries to persons or property of whatsoever kind or nature arising directly or indirectly out of the operation of such event, or resulting from the carelessness, negligence or improper conduct of the Landlord, Public Building Commission of Chicago, Tenant, or any of their agents or employees.

Neither Landlord, nor the Public Building Commission of Chicago shall be liable to Tenant for damage to property of Tenant or any loss of revenues to Tenant resulting from their acts, omissions or neglect in the maintenance and operation of the Pier facilities.

ARTICLE VII

Tenant, at the expense of Tenant, shall keep in force, during the term of this agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as determined and directed by the City of Chicago for the protection of Landlord and/or Tenant. Insurance requirements hereunder shall be subject to the sole determination of the Commissioner.

Such insurance shall in all cases name the City of Chicago and the Public Building Commission of Chicago as co-insured thereunder and shall stipulate that such insurance will not, in any event, be cancelled without ten (10) days prior notice to Landlord. In any event, Tenant is not to commence to exercise any of the rights and privileges granted under this agreement until such time as all insurance directed and required to be furnished by Tenant is in full force and effect.

Tenant expressly understands and agrees that any insurance protection furnished by Tenant hereunder shall in no way limit its responsibility to indemnify and save harmless Landlord under the provisions of Article VI of this agreement.

ARTICLE VIII

In the event the premises or the building of which the premises are a part shall be damaged or destroyed by fire or other casualty, the same may be repaired or rebuilt by Landlord but Landlord shall not be obligated to so do. If the Landlord chooses not to repair, this lease shall be deemed cancelled without liability on the part of Landlord and any monies paid by Tenant shall be returned to him.

ARTICLE IX

Landlord hereby grants to Tenant the right of access and ingress to and egress from the premises by Tenant and its employees, contractors, supplies, servicemen, sublessees, guests, patrons and invitees; provided that such rights of access, ingress and egress, are at all times exercised in conformance with the further provisions of this agreement and any and all regulations promulgated by Landlord or the Commissioner, or other lawful authority, for the care, operation, maintenance and protection of the Pier and the public.

ARTICLE X

Tenant shall observe and comply with all laws, ordinance, rules and regulations of the United States Government, State of Illinois, County of Cook, City of Chicago and all agencies thereof which may be applicable to its operations or to the operation, management, maintenance or administration of the Pier, now in effect or hereafter promulgated.

ARTICLE XI

This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

ARTICLE XII

Notices to the Landlord provided for herein may be sent by first class mail, postage prepaid, addressed to the Commissioner of Public Works of the City of Chicago, Room 406, City Hall, Chicago, Illinois 60602, and notices to Tenant provided for herein may be sent by first class mail, postage prepaid, addressed to Tenant at 759 Cromwell, Westchester, Illinois 60153.

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the day and year first above written.

[Signature forms omitted for printing purposes.]

PART II - SPECIAL CONDITIONS

1. Premises

A. Landlord grants to Tenant the exclusive privilege to use eighty-three (83) feet of the concrete dock and wharf area on the North Side of Navy Pier from Frame No. 4 to Frame No. 8 (Exhibit "A").

2. Purpose

Tenant shall use the aforesaid premises for mooring the boat "Baby Doll" for use by Charter Groups on lake excursions and for no other purpose whatsoever.

3. Term

A. The term of this Agreement shall begin on the First day of May, 1982, and terminate on September 30, 1982, subject to cancellation by either party on thirty (30) days' notice in writing.

B. During the scheduled dates for Chicago Fest, the Tenant shall operate only per terms and conditions as so directed by the Chicago Fest Management. There shall be no operation of any business at this premise unless the City is furnished with a copy of that agreement.

4. Operations

A. Tenant shall use the premises referred to in paragraph 1A hereinabove, for mooring and embarking and debarking charter groups.

B. The North Promenade area up to frame No. 8 shall be maintained at the tenant's expense. (Housekeeping, janitorial, etc.)

C. Tenant shall provide a copy to the Landlord, of Tenants contract for the pumping and disposal of all waste tanks.

D. Tenant, or any and all persons in his employ or any other persons, are expressly forbidden to use public address systems or other mechanical or hand operated voice or power operated megaphones in solicitation of business or for entertainment purposes, including music reproductions or other reproductions, and shall not use or employ persons to "bark" or solicit business either on the leased dock area or from aboard craft or any area or location in the vicinity of the operating area.

E. Tenant fully understands and agrees that by entering into this Agreement he waives and releases Landlord of and from all damages and claims on account of any existing conditions or any conditions that may hereafter develop at the berth, dock, pier, quay walls and wharves where the Tenant's vessel may be moored or berthed under the terms of this Agreement.

F. Tenant's operations shall be governed by orders, rules and regulations issued from time to time by the Commissioner's office.

G. The insurance required under Article VII hereof shall include, but not be limited to, an indemnification in the penal sum of \$1,000,000.00 indemnifying and saving harmless the City of Chicago and the Public Building Commission of Chicago against any and all claims for damages on account of injury to or death of any person or persons or damage to property resulting from operations under this Agreement and shall further provide for Tenant to defend any said claims in behalf of said City of Chicago and the Public Building Commission of Chicago. Also see special condition Seven (7) for insurance requirements.

H. Tenant shall at his sole expense install whalers or other protective devices along the dock and wharf area referred to in paragraph 1A hereinabove for the protection both of the vessel and the aforesaid dock and wharf if necessary.

I. The insurance required under Article VII hereof shall also include, but not be limited to, property damage coverage protecting both the City of Chicago and the Public Building Commission of Chicago from any damage caused by the vessel to either the concrete dock and wharf area referred to in paragraph 1A hereof, the concrete dock and wharf area at the west side of Navy Pier between the Pier and the J. Jardine Filtration Plant, or any other property owned or leased by the said parties.

J. Tenant shall at his sole expense, make the proper provisions to secure the vessel from the public, when it is not in use for charter groups.

5. Rental

A. Tenant agrees to pay Landlord as rent for the premises demised herein the annual sum of Two Thousand Seventy-five (\$2,075.00) Dollars, based upon \$25.00 per foot of dock space. Tenant agrees to pay Landlord \$415.00 per month, in advance on the first day of each month, commencing for a five (5) month period. These payments shall be by certified check made payable to the "City of Chicago" and shall be forwarded to the City Comptroller, City Hall, Room 501, Chicago, Ill. 60602.

B. In addition to the rental hereinabove described, Lessee agrees to pay as additional rental a percentage of gross receipts (as defined below) derived from the operation of the premises as follows:

Liquor Sales: 8% of Gross Receipts
Food Sales: 6% of Gross Receipts
Admissions: 5% of Gross Receipts

Gross Receipts - The amount received by Lessee from ticket sales, beverage and food sales derived from Lessee's operation of the premises. Lessee agrees to keep separate and accurate monthly records of the gross receipts covering all business done or transacted in, upon or from the demised premises and will give Lessor the privilege of inspecting said records at any and all reasonable time. Lessor shall be given the privilege of examining any books and records, invoices, bank records and other data reasonably necessary to enable Lessor to make a complete and proper audit of such gross receipts made in, upon or from said premises. Payments of such additional rent shall be made by Lessee to Lessor within fifteen (15) days after the end of each month during the term of this lease.

6. Records

Tenant shall:

A. Maintain, in accordance with accepted accounting practices, during the term of this Agreement and for one year after the termination and expiration thereof, and for a further period extending until the City Comptroller shall give written consent to the disposal thereof, records and books of account recording all transactions at, through, or in any way connected with the operation of its charter operation at the Pier. Upon request from the City Comptroller, such books of account and records shall be made available to the City Comptroller at a convenient location within the City of Chicago, Illinois.

B. Permit in ordinary business hours during the term of this Agreement, and for any period thereafter during which such records shall be maintained in accordance with subparagraph 6A hereof, the examination and audit by the officers, employees, and representatives of Landlord of such records and books of account.

7. Insurance

Lessor during the term of this lease shall provide and maintain at all times:

Comprehensive General Liability, Bodily Injury, Property Damage of \$25,000,000. This policy should cover completed operations and Product Liability, Broad form endorsement to cover host liquor and personal injury; blanket contractual and independent contractors.

Contingent Liquor Liability of \$100,000.

Worker's Compensation Coverage with a Longshoreman's and Harbor Workers Compensation Act Endorsement.

Hull & Protection Indemnify Coverage to cover debris removal.

All policies or endorsements thereto shall in all cases where possible name the City of Chicago as co-insured thereunder.

With the City to receive a Certificate of Insurance for said coverage prior to lease execution. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to Lessee at the address cited herein a copy of the cancellation notice within ten (10) days of receipt thereof.

[Exhibit "A" printed on page 14420 of this Journal.]

The Combined Great Lakes Navy Association.

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

SECTION 1. That the Commissioner of Public Works and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel are authorized to execute in behalf of the City

(Continued on page 14421)

(Continued from page 14419)

of Chicago an agreement with The Combined Great Lakes Navy Association said agreement to be in substantially the following form:

This Agreement made this _____ day of _____ A.D. _____, between the City of Chicago, a municipal corporation of the State of Illinois and Tenant from the Public Building Commission of Chicago (hereinafter called "Landlord") and The Combined Great Lakes Navy Association a corporation organized and existing by virtue of the laws of the State of _____ (hereinafter called "Tenant").

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, Foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier", a plat of said Pier being attached hereto.

This Agreement shall consist of two parts

- Part I - General Conditions
- Part II - Special Conditions numbered 1 to 6
- Part III - Exhibit and Attachment Lettered A

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other references, shall be implied or impressed upon such agreement that are not set forth herein at length.

PART 1 - GENERAL CONDITIONS

ARTICLE I

This agreement shall be subject and subordinate to:

(a) Any existing or future Federal/State Statute or any existing or future lease or agreement between Landlord and the United States or the State of Illinois, or political subdivisions thereof, relative to the development, construction, operation or maintenance of the Pier, the execution of which has been or may be required as a condition precedent to the expenditure of Federal, State or other public funds for the development, construction, operation or maintenance of said Pier.

(b) The right of Landlord to further develop, improve, maintain, modify and repair Pier, the facilities therein and the roadways and approaches thereto, as it sees fit, regardless of the desires or views of the Tenant and without interference or hindrance by the Tenant.

ARTICLE II

The Tenant shall not, without prior approval of Landlord, assign or transfer this agreement nor any share, part or interest therein, nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor unless otherwise expressly provided herein. Tenant further agrees that it shall not enter into any agreement of any nature, formal or informal, concerning other business activities at Pier, with any individual, partnership or corporation without prior approval of Landlord, it being understood that the only activity that Tenant may conduct directly or indirectly, alone or through others, on, upon or from said Pier and facilities located thereon, be they demised to the others or under the control of Landlord, is as authorized under the terms of this agreement.

In the event of the issuance of this right or privilege to more than one individual or other legal entity (or to any combination thereof), then and in that event, each and every obligation or undertaking

hereinstated to be fulfilled or performed by the Tenant shall be the joint and several obligation of each such individual or other legal entity.

If Tenant is a corporation and if the control thereof changes at any time during the term hereof, then Landlord may, at its option, declare such change a breach of this agreement.

It is mutually understood and agreed that nothing contained in this agreement is intended, or shall be construed, as in any wise creating or establishing the relationship of co-partners or joint venturers between the parties hereto or as constituting the Tenant as the agent or representative of the Landlord for any purpose or in any manner whatsoever.

ARTICLE III

Tenant has examined the premises prior to, and as a condition precedent to, the execution hereof and is satisfied with the physical condition of said premises, and its taking possession thereof will be conclusive evidence of its receipt of said premises in a safe, sanitary and sightly condition and in good repair.

ARTICLE IV

Tenant shall not attach, affix, or permit to be attached or affixed, upon the premises, or if so attached or affixed, relocate, replace, alter or modify, without the consent in writing in each instance of the Commissioner of Public Works (hereinafter called "Commissioner") first had and obtained, any flags, placards, signs, poles, wires, aerials, antennae, improvements or fixtures. In connection therewith Commissioner may require submission of proposed designs, floor plans, construction plans, specifications and contract documents therefor and if then approved may incorporate all or part thereof within this agreement as attachments thereto.

ARTICLE V

Tenant, at the expense of Tenant, shall keep the premises in a safe, sanitary and sightly condition and good repair and shall restore and yield the same back to Landlord upon the termination of this agreement in such condition and repair, ordinary wear and tear excepted, and if said premises shall not be so kept by Tenant, Landlord may enter the premises (without such entering causing or constituting a termination of the privilege or an interference with the possession of said premises by Tenant) and do all things necessary to restore said premises to the condition herein required, charging the cost and expense thereof to Tenant and Tenant agrees to pay Landlord, in addition to the rent and charges hereby reserved, all such costs and expenses.

ARTICLE VI

Tenant covenants and agrees to keep said premises and improvements situated thereat free and clear of any and all liens in any way arising out of the use thereof by Tenant.

In addition to the rent and charges hereinafter outlined, Tenant shall pay all fees, charges, license fees and taxes of whatever nature, if necessary, as required by law or ordinance of the City of Chicago.

Tenant shall assume all risks incident to or in connection with the business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations at said Pier and shall indemnify, defend and save harmless the Landlord, the Public Building Commission of Chicago, their authorized agents and representatives, from any penalties for violation of any law, ordinance or regulation affecting its operations, and from any and all claims, suits, losses, damages or injuries to persons or property of whatsoever kind or nature arising directly or indirectly out of the operation of such business, or resulting from the carelessness, negligence or improper conduct of the Landlord, Public Building Commission of Chicago, Tenant, or any of their agents or employees.

Neither Landlord, nor the Public Building Commission of Chicago shall be liable to Tenant for damage to property of Tenant or any loss of revenues to Tenant resulting from their acts, omissions or neglect in the maintenance and operation of the Pier facilities.

ARTICLE VII

Tenant, at the expenses of Tenant, shall keep in force, during the term of this agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as determined and directed by the Comptroller of the City of Chicago (hereinafter called "Comptroller") for the protection of Landlord and/or Tenant. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller.

Said insurance may include, but need not be limited to, insurance coverages commonly known as, or similar in kind to, Public Liability, Products Liability, Property Damage, Fire and Extended Coverage, Workmen's Compensation, Scaffolding Act, and such other insurance coverage as deemed required in the sole determination of the Comptroller. All policies or endorsements thereto shall in all cases where possible name Landlord and the Public Building Commission of Chicago as co-insured thereunder.

Upon approval by said Comptroller of all insurance required, in the forms, kinds and amounts directed to be procured, Tenant shall deliver all policy originals or duplicate originals and endorsements thereto to the Comptroller for incorporation within this agreement as attachment thereto. In any event, Tenant is not to commence to exercise any of the rights and privileges granted under this agreement until such time as all insurance directed and required to be furnished by Tenant is in full force and effect.

Tenant expressly understands and agrees that any insurance protection furnished by Tenant hereunder shall in no way limit its responsibility to indemnify and save harmless Landlord under the provisions of Article VI of this agreement.

ARTICLE VIII

In the event the premises or the building of which the premises are a part shall be damaged or destroyed by fire or other casualty, the same may be promptly repaired or rebuilt by Landlord at its expense as soon as funds are available but Landlord shall not be obligated to repair, rebuild, restore or replace any fixtures, equipment, displays or other property installed by Tenant or others pursuant to this agreement.

Provided, however, that Landlord may elect, at its sole option, not to repair or reconstruct the premises or the building, of which the premises are a part, and upon written notice of such election from Landlord to Tenant the obligation of Tenant to pay rent shall cease and this agreement shall thereupon terminate.

ARTICLE IX

Landlord hereby grants to Tenant the right of access and ingress to and egress from the premises by Tenant and its employees, contractors, suppliers, servicemen, sublessees, guests, patrons and invitees; provided, that such rights of access, ingress and egress, are at all times exercised in conformance with the further provisions of this agreement and any and all regulations promulgated by Landlord or the Commissioner, or other lawful authority, for the care, operation, maintenance and protection of the Pier and the public.

Operations to be conducted by the Tenant under this agreement shall be done at the sole expense of the Tenant and shall be subject to general inspection by the Landlord to insure a continuing quality of services commensurate with the standards provided for in this agreement and to such other provisions of related agreements as may be pertinent as entered into between Landlord and others governing the use of and operations at the Pier.

Tenant does further covenant, promise, and agree that said Tenant will not employ any person or persons in or about the premises or on the Pier who shall be objectionable to the Commissioner and if such persons shall be employed by Tenant, he, she, or they, shall be removed upon request of said Commissioner.

Tenant agrees to use its best efforts in every proper manner to maintain and develop the business conducted by it under this agreement and increase same and not to divert or cause, or allow, to be diverted, any business from Pier.

ARTICLE X

This agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring hereto, be filed in the office of the Recorder of Deeds of Cook County, Illinois, or in any other public office, by Tenant or anyone acting for Tenant and that if the same be so filed, this agreement and each and every provision hereof shall, at the option of Landlord, be and become absolutely null and void and Landlord may declare such filing a breach of this agreement.

ARTICLE XI

If Tenant shall vacate or abandon the premises, or any part thereof, or permit the same to remain vacant or unoccupied, or in case of the non-payment of the rent and charges reserved hereby, or any part thereof, or of the breach of any covenant in this agreement contained, Tenant's right to the possession of the premises thereupon shall terminate, with or without any notice or demand whatsoever, and the mere retention of possession thereafter by Tenant, shall constitute a forcible detainer of said premises, and if the Landlord so elects, but not otherwise, this agreement shall thereupon terminate and upon the termination of Tenant's right of possession, as aforesaid, whether this agreement be terminated or not, Tenant agrees to surrender possession of the premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the premises whatsoever, and Tenant hereby grants to Landlord full and free license to enter into and upon said premises, or any part thereof, to take possession thereof without process of law and to expel and remove Tenant, or any other person who may be occupying the premises, or any part thereof and Landlord may use such force in and about expelling and removing Tenant and said other person as may reasonably be necessary and Landlord may repossess itself of the said premises as of its former estate, but said entry of said premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue hereof, nor a waiver of any covenant, agreement or promise in said agreement contained, to be performed by Tenant.

Tenant hereby waives all notice of any election made by Landlord under this agreement, demand for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever, of any and every nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to Landlord and Tenant, or any other statute, or by the common law during the terms of this agreement. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenant, or the giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of Landlord's right to act without notice or demand or of any other right hereby given Landlord, or as an election not to proceed under the provisions of this agreement.

If default be made in the payment of the rent, or other charges herein reserved, or of any installment thereof, as herein provided, Tenant does hereby irrevocably constitute any attorney of any Court of Record in this State, attorney for it and in its name, from time to time, to waive the issuance of process and service thereof, to waive trial by jury, to confess judgment in favor of Landlord and against Tenant for the amount of rent which may be then due, by virtue of the terms hereof, or of any extensions or renewals hereof, or by virtue of any holdover after the termination hereof, and which may be in default, as aforesaid, together with the costs of such proceedings and for said purposes to file in said cause his cognovit

thereof, and to make an agreement in said cognovit, or elsewhere, waiving and releasing all errors which may intervene in any such proceeding and waiving and releasing all right of appeal and right to writ of error, and consenting to an immediate execution upon such judgment, and Tenant hereby confirms all that said attorney may lawfully do by virtue hereof. Landlord shall have a first lien on Tenant's interest hereunder, and on Tenant's property now or hereafter located in said premises, or elsewhere, to secure the payment of all moneys due hereunder, which lien may be foreclosed in equity and in case of any such foreclosure proceeding, a receiver shall be appointed to take possession of said premises and property and relet the premises under order of court.

The obligation of Tenant to pay the rent reserved hereby during the balance of the term hereof, or during any extension thereof, shall not be deemed to be waived, released or terminated, nor shall the right and power to confess judgment given in the preceding paragraph hereof be deemed to be waived or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment, or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Tenant's right to possession of the premises. The Landlord may collect and receive any rent due from Tenant and payment or receipts thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Landlord may have by virtue hereof.

Tenant shall pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by Landlord in enforcing the covenants and agreements of this agreement, whether by the institution of litigation or in the taking advice of counsel, or otherwise.

The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

ARTICLE XII

Tenant shall observe and comply with all laws, ordinances, rules and regulations of the United States Government, State of Illinois, County of Cook, City of Chicago and all agencies thereof which may be applicable to its operations or to the operation, management, maintenance or administration of the Pier, now in effect or hereafter promulgated.

ARTICLE XIII

Tenant, upon performing the covenants, conditions and agreements herein contained, shall and may peacefully have, hold and enjoy the premises and privileges hereinafter granted.

ARTICLE XIV

Landlord may furnish security service, heat, sanitary facilities and utilities as designated at outlets and at points as shown on attachment hereto. Tenant shall pay any and all charges and costs therefor whether or not metered or billed directly from Landlord upon estimates of such costs made solely by Landlord.

ARTICLE XV

To insure faithful performance of the covenants, conditions and agreements herein contained, Tenant, at the expense of Tenant shall, before exercising any rights or privileges accorded hereunder, furnish a bond in form, kind and amount as determined and directed solely by the Comptroller for incorporation within this agreement as attachment thereto.

ARTICLE XVI

Tenant, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex or national

origin, nor otherwise commit an unfair employment practice. Tenant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, religion, age, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Tenant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Tenant further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR, 1964-65 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 CFR, 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et. sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1975, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1975, Ch. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1975, Ch. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1975, Ch. 48, Secs. 881 to 887; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); and the provisions of 41 CFR Chapter 60.

To demonstrate compliance the Tenant and his Contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

ARTICLE XVII

Tenant, shall pay, or cause to be paid, wages not less than those determined to be prevailing for this locality pursuant to the provisions of 29 CFR, Parts 4 and 5, as amended, or as may otherwise have been determined to be prevailing in this locality pursuant to the provisions of Ch. 48, Secs. 39s-1 to 39s-12 inclusive, Ill. Rev. Stat. 1975, whichever is the greater.

ARTICLE XVIII

This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

ARTICLE XIX

Notices to the Landlord provided for herein may be sent by first class mail, postage prepaid, addressed to the Commissioner of Public Works of the City of Chicago, Room 406, City Hall, Chicago, Illinois 60602, and notices to Tenant provided for herein may be sent by first class mail, postage prepaid, addressed to Tenant at Post Office Box A-3785 Chicago, IL 60690.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed _____ C.J.P. _____.

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the day and year first above written.

[Signature forms omitted for printing purposes.]

PART II -- SPECIAL CONDITIONS

1. Premises

A. Landlord grants to Tenant the exclusive privilege to use three hundred eighty (380) feet of the concrete dock and wharf area on the South Side of Navy Pier from Frame No. 1 to Frame No. 20. (Exhibit "A").

2. Purpose

Tenant shall use the aforesaid premises for a submarine museum and for no other purpose whatsoever.

3. Term

A. The term of this Agreement shall begin on the 27th day of June, 1982, and terminate 31st day of December, 1982 thereafter subject to cancellation by either party on sixty (60) days' notice in writing.

B. During the scheduled dates for Chicago Fest, the Tenant shall operate only per terms and conditions as so directed by the Chicago Fest Management. There shall be no operation of any business at this premise unless the City is furnished with a copy of this Agreement.

4. Operations.

A. Tenant shall use the premises referred to in paragraph 1A hereinabove, for mooring and processing visitors for tours on the "U.S.S. Silversides". This area up to frame No. 20 shall be maintained at the Tenant's expense. (Housekeeping, janitorial, etc.)

B. Tenant, or any and all persons in his employ or any other persons, are expressly forbidden to use public address system or other mechanical or hand operated voice or power operated megaphones in solicitation of business or for entertainment purposes, including music reproductions or other reproductions, and shall not use or employ persons to "bark" or solicit business either on the leased dock area or from aboard craft or any area or location in the vicinity of the operating area.

C. Tenant fully understands and agrees that by entering into this Agreement he waives and releases Landlord of and from all damages and claims on account of any existing conditions or any conditions that may hereafter develop at the berth, dock, pier, quay walls and wharves where the Tenant's vessel may be moored or berthed under the terms of this Agreement.

D. Tenant's operations shall be governed by orders, rules and regulations issued from time to time by the Commissioner's office.

E. The insurance required under Article VII hereof shall include, but not be limited to, an indemnification in the penal sum of \$2,000,000.00 indemnifying and saving harmless the City of Chicago and the Public Building Commission of Chicago against any and all claims for damages on account of injury to or death of any person or persons or damage to property resulting from operations under this Agreement and shall further provide for Tenant to defend any said claims in behalf of said City of Chicago and the Public Building Commission of Chicago.

F. Tenant shall at his sole expense install whalers or other protective devices along the dock and wharf area referred to in paragraph 1A hereinabove for the protection both of the vessel and the aforesaid dock and wharf if necessary.

G. The insurance required under Article VII hereof shall also include, but not be limited to, property damage coverage protecting both the City of Chicago and the Public Building Commission of Chicago from any damage caused by the vessel to either the concrete dock and wharf area referred to in paragraph 1A hereof, the adjacent concrete dock and wharf area at the west end of Navy Pier, or any other property owned or leased by the said parties. See special condition seven (7) for insurance requirements.

H. Tenant shall pay any and all charges as billed to him for all utilities supplied, said utilities to include, but is not limited to water, gas and maintenance charges for said services.

I. Tenant shall use cash registers at the premise, the type which produces an auditable tape. These tapes shall be retained as back-up to confirm monthly gross receipts.

J. Tenant shall at his sole expense, make the proper provisions to secure the vessel from the public, when it is not open to the public for tours.

5. Rental

A. Tenant agrees to pay Landlord as rent for the premises demised herein the annual sum of Nine Thousand Five Hundred Ten (\$9,510.00) Dollars, based upon \$25.00 per foot of dock space. Tenant agrees to pay Landlord \$792.50 per month, in advance on the first day of each month, commencing on the 27th day of June, 1982, for twelve (12) month period. These payments shall be by certified check made payable to the "City of Chicago" and shall be forwarded to the City Comptroller, City Hall, Room 501, Chicago, IL 60602.

B. In addition to the rental hereinabove described, Lessee agrees to pay as additional rental a percentage of gross receipts (as defined below) derived from the operation of the premises as follows:

Liquor Sales: 8% of Gross Receipts
Food Sales: 6% of Gross Receipts
Admissions: 5% of Gross Receipts

Gross Receipts - The amount received by Lessee from ticket sales, beverage and food sales derived from Lessee's operation of the premises.

Lessee agrees to keep separate and accurate monthly records of the gross receipts covering all business done or transacted in, upon or from the demised premises and will give Lessor the privilege of inspecting said records, at any and all reasonable time. Lessor shall be given the privilege of examining any books and records, invoices, bank records and other data reasonably necessary to enable Lessor to make a complete and proper audit of such gross receipts made in, upon or from said premises. Payments of such additional rent shall be made by Lessee.

C. Tenant agrees to pay Landlord for any additional improvements or modifications made in the leased area by the Landlord. Any such improvements must be approved by the Department of Public Works.

D. Tenant shall furnish to the Manager of Accounting, 320 N. Clark Street, Room 600, with a copy to the Navy Pier Manager, on or before the 20th day following the last day of each calendar month during the terms of this Agreement, a statement, certified in such manner as said Manager of Accounting may prescribe, of the Gross Monthly Receipts from the above demised premises during the preceding month, or portion thereof.

6. Records

Tenant shall:

A. Maintain, in accordance with accepted accounting practices, during the term of this Agreement and for one year after the termination and expiration thereof, and for a further period extending until the City Comptroller shall give written consent to the disposal thereof, records and books of account recording all transactions at, through, or in any way connected with the operation of its concession at the Pier. Upon request from the City Comptroller, such books and account and records shall be made available to the City Comptroller at a convenient location within the City of Chicago, Illinois.

B. Permit in ordinary business hours during the term of this Agreement, and for any period thereafter during which such records shall be maintained in accordance with subparagraph 6A hereof, the examination and audit by the officers, employees, and representatives of Landlord of such records and books of account.

7. Insurance

Lessor during the term of this lease shall provide and maintain at all times:

Comprehensive General Liability policy with completed Operations/Product Liability, Broad Form Endorsement of \$5,000,000.

Worker's Compensation Coverage with a Longshoreman's Endorsement.

Hull and Protection Indemnity coverage to cover debris removal.

All policies or endorsements thereto shall in all cases where possible name the City of Chicago as co-insured thereunder.

With the City to receive a Certificate of Insurance for said coverage prior to lease execution. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to Lessee at the address cited herein a copy of the cancellation notice within ten (10) days of receipt thereof.

[Exhibit "A" printed on page 14430 of this Journal.]

Mercury Sightseeing Boats, Inc./Robert L. Agra.

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

SECTION 1. That the Commissioner of Public Works and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel are authorized to execute in behalf of the City of Chicago an agreement with Mercury Sightseeing Boats, Inc./Robert L. Agra, said agreement to be in substantially the following form:]

This Agreement made this _____ day of _____ A.D. _____, between the City of Chicago, a municipal corporation of the State of Illinois, (hereinafter called "Landlord") and Mercury Sightseeing Boats, Inc./Robert L. Agra, a corporation organized and existing by virtue of the laws of the State of _____ (hereafter called "Tenant").

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, Foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier".

This Agreement shall consist of two parts:

Part I - General Conditions

Part II - Special Conditions Numbered 1 to 7

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other references, shall be implied or impressed upon such agreement that are not set forth herein at length.

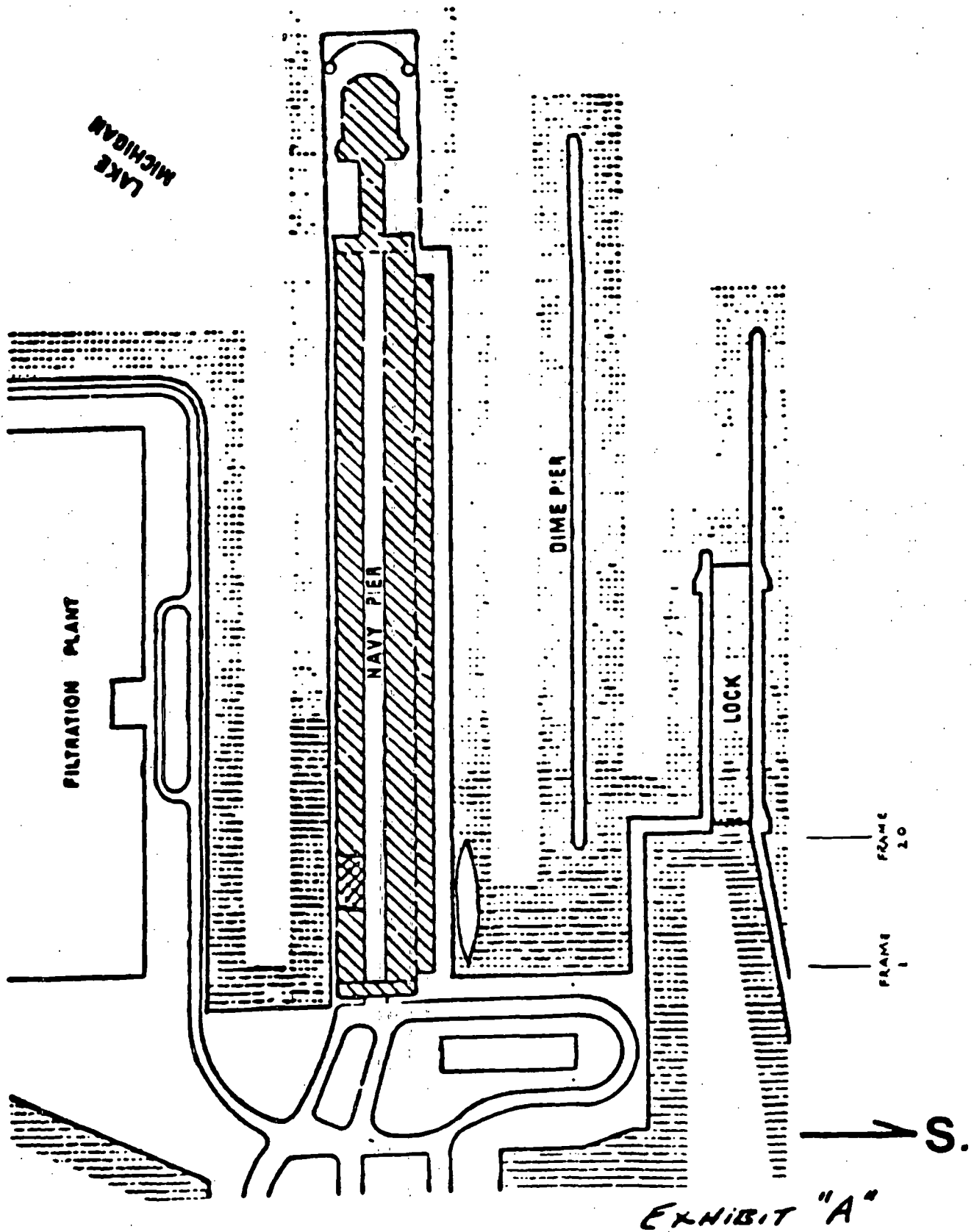
PART 1 - GENERAL CONDITIONS

ARTICLE I

This agreement shall be subject and subordinate to:

(a) Any existing or future Federal/State Statute or any existing or future lease or agreement between Landlord and the United States or the State of Illinois, or political subdivisions thereof, relative to the development, construction, operation or maintenance of the Pier, the execution of which has been or may be required as a condition precedent to the expenditure of federal, state or other public funds for the development, construction, operation or maintenance of said Pier.

(Continued on page (14431)



(Continued from page 14429)

(b) The right of the Landlord to future develop, improve, maintain, modify and repair Pier, the facilities therein and the roadways and approaches thereto, as it sees fit, regardless of the desires or views of the Tenant and without interference or hinderance by the Tenant.

ARTICLE II

The Tenant shall not, without prior approval of Landlord, assign or transfer this agreement nor any share, part or interest therein, nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor unless otherwise expressly provided herein. Tenant further agrees that it shall not enter into any agreement of any future, formal or informal, concerning other business activities at Pier, with any individual, partnership or corporation without prior approval of Landlord, it being understood that the only activity that Tenant may conduct directly or indirectly, alone or through others, on, upon or from said Pier and facilities located thereon, be they demised to the others or under the control of Landlord, is as authorized under the terms of this agreement.

In the event of the issuance of this right or privilege to more than one individual or other legal entity (or to any combination thereof), then and in that event, each and every obligation or undertaking hereinstated to be fulfilled or performed by the Tenant shall be joint and several obligation of each such individual or other legal entity.

If Tenant is a corporation and if the control thereof changes at any time during the term hereof, then Landlord may, at its option, declare such change a breach of this agreement.

It is mutually understood and agreed that nothing contained in this agreement is intended, or shall be construed, as in any wise creating or establishing the relationship of co-partners or joint venturers between the parties hereto or as constituting the Tenant as the agent or representative of the Landlord for any purpose or in any manner whatsoever.

ARTICLE III

Tenant has examined the premises prior to, and as a condition precedent to, the execution hereof and is satisfied with the physical condition of said premises, and its taking possession thereof will be conclusive evidence of its receipt of said premises in a safe, sanitary and sightly condition and in good repair.

ARTICLE IV

Tenant shall not attach, affix, or permit to be attached or affixed upon the premises or if so attached or affixed, relocate, replace, alter or modify, without the consent in writing in each instance of the Commissioner of Public Works (hereinafter called "Commissioner") first had and obtained, any flags, placards, signs, poles, wires, aerials, antennae, improvements or fixtures. In connection therewith Commissioner may require submission of proposed designs, floor plans, construction plans, specifications and contract documents therefor and if then approved may incorporate all or part thereof within this agreement as attachments thereto.

ARTICLE V

Tenant at the expense of Tenant, shall keep the premises in a safe, sanitary and sightly condition and good repair and shall restore and yield the same Block to Landlord upon the termination of this agreement in such condition and repair, ordinary wear and tear excepted, and if said premises shall not be kept by Tenant, Landlord may enter the premises (without such entering causing or constituting a termination of the privilege or an interference with the possession of said premises by Tenant) and do all things necessary to restore such premises to the condition herein required, charging the cost and expense thereof to Tenant and Tenant agrees to pay Landlord, in addition to the rent and charges hereby reserved, all such costs and expenses.

ARTICLE VI

Tenant covenants and agrees to keep said premises and improvements situated thereat free and clear of any and all liens in any way arising out of the use thereof by Tenant.

In addition to the rent and charges hereinafter outlined, Tenant shall pay all fees, charges, license fees, and taxes of whatever nature, if necessary, as required by law or ordinance of the City of Chicago.

Tenant shall assume all risks incident to or in connection with the business to be conducted hereunder and shall be solely responsible for all accidents and injuries of whatever nature or kind to persons or property caused by its operations at said Pier and shall indemnify, defend and save harmless the Landlord, its authorized agents and representatives, from any penalties for violation of any law, ordinance or regulation affecting its operations and from any and all claims, suits, losses, damages or injuries to persons or property of whatsoever kind or nature arising directly or indirectly out of the operation of such business, or resulting from the carelessness, negligence or improper conduct of the Landlord, Public Building Commission of Chicago, Tenant, or any of their agents or employees.

Landlord shall not be liable to Tenant for damage to property of Tenant or any loss of revenues to Tenant resulting from its act, omission or neglect in the maintenance and operation of the Pier facilities.

ARTICLE VII

Tenant at the expense of Tenant, shall keep in force during the term of this agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as determined and directed by the Comptroller of the City of Chicago (hereinafter called "Comptroller") for the protection of Landlord and/or Tenant. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller.

Said insurance may include, but need not be limited to, insurance coverages commonly known as, or similar in kind to, Public Liability, Products Liability, Property Damage, Fire and Extended Coverage, Workmen's Compensation, Scaffolding Act, and such other insurance coverage as deemed required in the sole determination of the Comptroller. All policies or endorsements, thereto shall in all cases where possible name Landlord as co-insured thereunder.

Upon approval by said Comptroller of all insurance required in the forms, kinds and amounts directed to be procured, Tenant shall deliver all policies originals or duplicate originals and endorsements thereto to the Comptroller for incorporation within this agreement as attachment thereto. In any event, Tenant is not to commence to exercise any of the rights and privileges granted under this agreement until such time as all insurance directed and required to be furnished by Tenant is in full force and effect.

Tenant expressly understands and agrees that any insurance protection furnished by Tenant hereunder shall in no way limit its responsibilities to indemnify and save harmless Landlord under the provisions of Article VI of this agreement.

ARTICLE VIII

In the event the premises or the building of which the premises are a part shall be damaged or destroyed by fire or other casualty the same may be promptly repaired or rebuilt by Landlord at its expense as soon as funds are available but Landlord shall not be obligated to repair, rebuild, restore, or replace any fixtures, equipment, displays or other property installed by Tenant or others pursuant to this agreement.

Provided, however, that Landlord may elect, at its sole option, not to repair or reconstruct the premises or the building, of which the premises are a part, and upon written notice of such election from Landlord to Tenant the obligation of Tenant to pay rent shall cease and this agreement shall thereupon terminate.

ARTICLE IX

Landlord hereby grants to Tenant the right of access and ingress to and egress from the premises by Tenant and its employees, contractors, suppliers, servicemen, sublessors, guests, patrons and invitees, provided that such rights of access, ingress and egress are at all times exercised in conformance with the further provisions of this agreement and any and all regulations promulgated by Landlord or the Commissioner, or other lawful authority, for the care, operation, maintenance and protection of the Pier and the public.

Operation to be conducted by the Tenant under this agreement shall be done by the sole expense of the Tenant and shall be subject to general inspections by the Landlord to insure a continuing quality of services commensurate with the standards provided for in this agreement and to such other provisions of related agreements as may be pertinent as entered into between Landlord and others governing the use of and operations at the Pier.

Tenant does further covenant, promise and agree that said tenant will not employ any person or persons in or about the premises or on the Pier who shall be objectionable to the Commissioner and if such persons shall be employed by Tenant, he, she, or they, shall be removed upon request of the Commissioner.

Tenant agrees to use its best efforts in every proper manner to maintain and develop the business conducted by it under this agreement and increase same and not to divert or cause, or allow, to be diverted, any business from Pier.

ARTICLE X

This agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring hereto, be filed in the office of the Recorder of Deeds of Cook County, Illinois, or in any other public office, by Tenant, or anyone acting for Tenant and that if the same be so filed, this agreement and each any every provision hereof, shall at the option of Landlord, be and become absolutely null and void and Landlord may declare such filing a breach of this agreement.

ARTICLE XI

If Tenant shall vacate or abandon the premises, or any part thereof, or permit the same to remain vacant or unoccupied, or in case of the nonpayment of the rent and charges reserved hereby or any part thereof, or of the breach of any covenant in this agreement contained, Tenant's right to the possession of the premises thereupon shall terminate, with or without any notice or demand whatsoever and the mere retention of possession thereafter by Tenant, shall constitute a forcible detainer of said premises, and if the Landlord so elects, but not otherwise, this agreement shall thereupon terminate and upon the termination of Tenant's right of possession, as aforesaid, whether this agreement be terminated or not, Tenant agrees to surrender possession of the premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the premises whatsoever, and Tenant hereby grants to Landlord full and free license to enter into and upon said premises, or any part thereof, to take possession thereof without process of law and to expel and remove Tenant or any other person who may be occupying the premises, or any part thereof and Landlord may use such force in and about expelling and removing Tenant and said other person as may reasonably be necessary and Landlord may repossess itself of the said premises as of its former estate, but said entry of said premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue hereof, nor a waiver of any covenant, agreement or promise in said agreement contained, to be performed by Tenant.

Tenant hereby waives all notice of any election made by Landlord under this agreement, demand for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever, of any and every nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to Landlord and Tenant, or any other statute, or by the common law during the terms of this agreement. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenant, or the giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of Landlord's right to act without notice or demand or of any other right hereby given Landlord, or as an election not to proceed under the provisions of this agreement.

If default be made in the payment of the rent, or other charges herein reserved, or of any installment thereof, as herein provided, Tenant does hereby irrevocably constitute any attorney of any Court of Record in this State, attorney for it and in its name, from time to time, to waive the issuance of process and service thereof, to waive trial by jury, to confess judgment in favor of Landlord and against Tenant for the amount of rent which may be then due, by virtue of the terms hereof, or of any extensions or renewals hereof, or by virtue of any holdover after the termination hereof, and which may be in default, as aforesaid, together with the costs of such proceedings and for said purposes to file in said cause his cognovit thereof, and to make an agreement in said cognovit, or elsewhere, waiving and releasing all errors which may intervene in any such proceeding and waiving and releasing all right of appeal and right to writ of error, and consenting to an immediate execution upon such judgment, and Tenant hereby confirms all that said attorney may lawfully do by virtue hereof. Landlord shall have a first lien on Tenant's interest hereunder, and on Tenant's property now or hereafter located in said premises, or elsewhere, to secure the payment of all moneys due hereunder, which lien may be foreclosed in equity and in case of any such foreclosure proceeding, a receiver shall be appointed to take possession of said premises and property and relet the premises under order of court.

The obligation of Tenant to pay the rent reserved hereby during the balance of the term hereof, or during any extension thereof, shall not be deemed to be waived, released or terminated, nor shall the right and power to confess judgment given in the preceding paragraph hereof be deemed to be waived or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment, or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Tenant's right to possession of the premises. The Landlord may collect and receive any rent due from Tenant and payment or receipts thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Landlord may have by virtue hereof.

Tenant shall pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by Landlord in enforcing the covenants and agreements of this agreement, whether by the institution of litigation or in the taking advice of counsel, or otherwise.

The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

ARTICLE XII

Tenant shall observe and comply with all laws, ordinance, rules and regulations of the United States Government, State of Illinois, County of Cook, City of Chicago and all agencies thereof which may be applicable to its operations or to the operation, management, maintenance or administration of the Pier, now in effect or hereafter promulgated.

ARTICLE XIII

Tenant, upon performing the covenants, conditions and agreements herein contained, shall and may peacefully have, hold and enjoy the premises and privileges hereinafter granted.

ARTICLE XIV

Landlord may furnish security service, heat, sanitary facilities and utilities as designated at outlets and at points as shown on attachment hereto. Tenant shall pay any and all charges and costs therefor whether or not metered or billed directly from Landlord upon estimates of such costs made solely by Landlord.

ARTICLE XV

To insure faithful performance of the covenants, conditions and agreements herein contained, Tenant, at the expense of Tenant shall, before exercising any rights or privileges accorded hereunder, furnish a bond in form, kind and amount as determined and directed solely by the Comptroller for incorporation within this agreement as attached thereto.

ARTICLE XVI

Tenant, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, or national origin, nor otherwise commit an unfair employment practice. Tenant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, creed, color, religion, age, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Tenant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Tenant further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR, 1964-65 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 CFR, 1967, Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et. sub; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1975 Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1975, Ch. 29 Secs. 17 to 24 inclusive, July 21, 1961, Ill. Rev. Stat. 1975 Ch. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1975, Ch. 48, Secs. 881 to 887; and ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); and the provisions of 41 CFR Chapter 60.

To demonstrate compliance the Tenant and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

ARTICLE XVII

Tenant shall pay, or cause to paid, wages not less than those determined to be prevailing for this locality pursuant to the provisions of 29 CFR, Parts 4 and 5, as amended, or as may otherwise have been determined to be prevailing in this locality pursuant to the provisions of Ch. 48, Secs. 39s-1 to 39s-12 inclusive, Ill. Rev. Stat. 1975, whichever is the greater.

ARTICLE XVIII

This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

ARTICLE XIX

Notices to the Landlord provided for herein may be sent by first class mail, postage prepaid, addressed to the Commissioner of Public Works of the City of Chicago, Room 406, City Hall, Chicago, Illinois 60602, and notices to Tenant provided for herein may be sent by first class mail, postage prepaid, addressed to Tenant at 823 Oak Hill Road, Barrington, IL 60010.

Execution of the agreement authorized by ordinance of the Council of the City of Chicago passed

C.J.P. _____

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the day and year first above written.

[Signature forms omitted for printing purposes.]

PART II - SPECIAL CONDITIONS

1. Premises

Landlord grants to Tenant the exclusive privilege to use 200 feet, more or less of the concrete dock and wharf area on the South Bank of the Chicago River immediately adjacent to and West of the North Michigan Avenue Bridge.

2. Purpose

Tenant shall use the premises to operate a sightseeing business and for no other purpose whatsoever.

3. Term

The term of this Agreement shall begin January 1, 1982, and terminate December 31, 1982, subject to cancellation at any time during said term by either party on ninety (90) days notice in writing.

4. Operations

A. Tenant agrees to charge rates only as may be approved from time to time by the Commissioner, it being understood that such approval will not be withheld if the proposed rates are reasonable. Landlord's determination of reasonable rates shall control.

B. Tenant shall use the concrete dock and wharf area to load and unload passengers via areas and stairways for the operating of sightseeing craft from the dock area and shall use these areas for the mooring of craft.

C. Tenant, or any and all persons in his employ or any other persons, is expressly forbidden to use public address systems or other mechanical or hand operated voice or power operated megaphones in solicitation of business or for entertainment purposes, including music reproductions or other reproductions and shall not use or employ persons to "bark" or solicit business either on the leased dock area or from aboard craft or any area or location in the vicinity of the operating area underway on craft.

D. Tenant shall have installed at his own expense a two-way shore communication system on all craft operated by Tenant including all craft that Tenant may operate on a temporary or substitute basis.

1. This system must be operating during and at any and all times when craft are underway with passengers or crew or guests on board, and
2. The pilot of each of said boats shall have full use and knowledge of how to use said two-way communication systems to the full satisfaction of the Commissioner, and

3. No person shall be in charge of any craft who does not have such full knowledge of the operation of the communications systems.

E. Tenant shall advise the Commissioner in writing of the registration numbers of each of the craft used in their Charter business prior to placing said craft into service. This shall apply to all craft including those operated by Tenant on a temporary or substitute basis.

F. Tenant fully understands and agrees that Landlord does not warrant the docks, piers, quay walls and wharves to be safe for berthing or mooring vessels or for accepting and discharging passengers and assumes no responsibility as a wharfinger.

G. Tenant fully understands and agrees that by entering into this Agreement he waives and releases Landlord of and from all damages and claims on account of any existing conditions or any conditions that may hereafter develop at the berth or approaches to the berths, docks, piers, quay walls and wharves where the Tenant's vessels may be moored or berthed under the terms of this Agreement.

H. Tenant's operations shall be governed by orders, rules and regulations issued from time to time by the Commissioner's office, these orders, rules and regulations to include, but not be limited to, the areas in which Tenant's craft may operate.

I. The insurance required under Article VII hereof shall include, but not be limited to, an indemnification in the penal sum of \$1,000,000.00 indemnifying and saving harmless the City of Chicago against any and all claims for damages on account of injury to or death of any person or persons or damage to property resulting from operations under this lease. See special condition Eight (8) for insurance requirements.

5. Rental

A. Tenant agrees to pay Landlord for the privilege herein granted rental as follows:

1. For the year 1982, the sum of Seventeen Thousand Seven Hundred and Fifty Dollars (\$17,750.00) payable as follows:

Two Thousand Seven Hundred and Fifty Dollars (\$2,750.00) in advance, and the sum of Fifteen Thousand Dollars (\$15,000.00) payable in equal monthly installments of Three Thousand Dollars (\$3,000.00) on the first day of each month commencing on the first day of May and ending on the first day of September;

B. Upon execution of this Agreement, Tenant shall pay the advance rental sum for 1982 at the offices of the Director of Administration, Room 600, 320 N. Clark Street, Chicago, Illinois, 60610. All additional payments for hereinabove are to be made at the office of Department of Revenue, Room 107, City Hall, Chicago, Illinois, 60602.

6. Records

Tenant shall:

A. Maintain in accordance with accepted accounting practice, during the term of this Agreement, and for one year after the termination or expiration thereof, and for further period extending until the City Comptroller shall have given written consent to the disposal thereof, records and books of account recording all transactions at, through, or in any way connected with its operations. Upon request of the City Comptroller, such books of account and records shall be made available to the City Comptroller at a convenient location within the City of Chicago, Illinois.

B. Permit in the ordinary business hours during the term of this agreement, and for any period thereafter during which such records shall be maintained in accordance with subparagraph 6A hereof, the examination and audit by the officers, employees and representatives of Landlord of such records and books of account.

7. Definition

Any and all references to "Pier or Navy Pier" in this Agreement shall be interpreted to be a reference to the concrete dock and wharf area along the Chicago River.

8. Insurance

Lessor during the term of this lease shall provide and maintain at all times:

Comprehensive General Liability, Bodily Injury, Property Damage of \$25,000,000. This policy should cover completed operations and product Liability, Broad form endorsement to cover host liquor and personal injury; blanket contractual and independent contractors;

Contingent Liquor Liability of \$100,000.

Worker's Compensation Coverage with a Longshoreman's and Harbor Worker's Compensation Act Endorsement.

Hull and Protection Indemnify Coverage to cover debris removal.

All policies or endorsements thereto shall in all cases where possible name the City of Chicago as co-insured thereunder.

With the City to receive a Certificate of Insurance for said coverage prior to lease execution. Should any of the above described policies be cancelled before the expiration date, the lessor shall mail to lessee at the address cited herein a copy of the cancellation notice within ten (10) days of receipt thereof.

River Entertainment, Inc.

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

SECTION 1. That the Commissioner of Public Works and the City Comptroller subject to approval as to form and legality of the Corporation Counsel are authorized to execute in behalf of the City of Chicago an agreement with River Entertainment, Inc., said agreement to be in substantially the following form:

This Agreement made this _____ day of _____ A.D. _____, between the City of Chicago, a municipal corporation of the State of Illinois and Tenant from the Public Building Commission of Chicago (hereinafter called "Landlord") and River Entertainment, Inc., a corporation organized and existing by virtue of the laws of the State of _____ (hereinafter called "Tenant").

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier", a plat of said Pier being attached hereto.

This Agreement shall consist of three parts:

- Part I- General Conditions;
- Part II- Special Conditions numbered 1 to 5;
- Part III - Exhibits and Attachments lettered A.

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences, shall be implied or impressed upon such agreement that are not set forth herein at length.

PART I - GENERAL CONDITIONS

ARTICLE I

This agreement shall be subject and subordinate to:

(a) Any existing or future federal/state statute or any existing or future lease or agreement between Landlord and the United States or the State of Illinois, or political subdivisions thereof, relative to the development, construction, operation or maintenance of the Pier, the execution of which has been or may be required as a condition precedent to the expenditure of federal, state or other public funds for the development, construction, operation or maintenance of said Pier.

(b) The right of Landlord to further develop, improve, maintain, modify and repair Pier, the facilities therein and the roadways and approaches thereto, as it sees fit, regardless of the desires or views of the Tenant and without interference or hinderance by the Tenant.

ARTICLE II

The Tenant shall not, without prior approval of Landlord, assign or transfer this agreement nor any share, part or interest thereon, nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor unless otherwise expressly provided herein. Tenant further agrees that it shall not enter into any agreement of any nature, formal or informal, concerning other business activities and Pier, with any individual, partnership or corporation without prior approval of Landlord, it being understood that the only activity that Tenant may conduct directly or indirectly, alone or through others, on, upon or from said Pier and facilities located thereon, be they demised to the others or under the control of Landlord, is as authorized under the terms of this agreement.

In the event of the issuance of this right or privilege to more than one individual or other legal entity (or to any combination thereof), then and in that event, each and every obligation or undertaking hereinstated to be fulfilled or performed by the Tenant shall be the joint and several obligations of each such individual or other legal entity.

If Tenant is a corporation and if the control thereof changed at any time during the term hereof, then Landlord may, at its option, declare such change a breach of this agreement.

It is mutually understood and agreed that nothing contained in this agreement is intended, or shall be construed, as in any wise creating or establishing the relationship of co-partners or joint venturers between the parties hereto or as constituting the Tenant as the agent or representative of the Landlord for any purpose or in any manner whatsoever.

ARTICLE III

Tenant has examined the premises prior to, and as a condition precedent to, the execution hereof and is satisfied with the physical condition of said premises, and its taking possession thereof will be conclusive evidence of its receipt of said premises in a safe, sanitary and sightly condition and in good repair.

ARTICLE IV

Tenant shall not attach, affix, or permit to be attached or affixed, upon the premises, or if so attached or affixed, relocate, replace, alter or modify, without the consent in writing in each instance of the Commissioner of Public Works (hereinafter called "Commissioner") first had and obtained,

any flags, placards, signs, poles, wires, aerials, antennae, improvements or fixtures. In connection therewith Commissioner may require submission of proposed designs, floor plans, construction plans, specifications and contract documents therefor and if then approved may incorporate all or part thereof within this agreement as attachments thereto.

ARTICLE V

Tenant, at the expense of Tenant, shall keep the premises in a safe, sanitary and sightly condition and good repair and shall restore and yield the same back to Landlord upon the termination of this agreement in such condition and repair, ordinary wear and tear excepted, and if said premises shall not be so kept by Tenant, Landlord may enter the premises (without such entering causing or constituting a termination of the privilege or an interference with the possession of said premises by Tenant) and do all things necessary to restore said premises to the condition herein required, charging the cost and expense thereof to Tenant and Tenant agrees to pay Landlord, in addition to the rent and charges hereby reserved, all such costs and expenses.

ARTICLE VI

Tenant covenants and agrees to keep said premises and improvements situated thereat free and clear of any and all liens in any way arising out of the use thereof by Tenant.

In addition to the rent and charges hereinafter outlined, Tenant shall pay all fees, charges, license fees, and taxes of whatever nature, if necessary, as required by law or ordinance of the City of Chicago.

Tenant shall assume all risks incident to or in connection with the business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations at said Pier and shall indemnify, defend and save harmless the Landlord, the Public Building Commission of Chicago, their authorized agents and representatives, from any penalties for violation of any law, ordinance or regulation affecting its operations, and from any and all claims, suits, losses, damages or injuries to persons or property of whatsoever kind or nature arising directly or indirectly out of the operation of such business, or resulting from the carelessness, negligence or improper conduct of the Landlord, Public Building Commission of Chicago, Tenant, or any of their agents or employees.

Neither landlord, nor the Public Building Commission of Chicago shall be liable to Tenant for damage to property of Tenant or any loss of revenues to Tenant resulting from their acts, omissions or neglect in the maintenance and operation of the Pier facilities.

ARTICLE VII

Tenant, at the expense of Tenant, shall keep in force, during the term of this agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as determined and directed by the Comptroller of the City of Chicago (hereinafter called "Comptroller") for the protection of Landlord and/or Tenant. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller.

Said insurance may include, but need not be limited to, insurance coverages commonly known as, or similar in kind to, Public Liability, Products Liability, Property Damage, Fire and Extended Coverage, Workmen's Compensation, Scaffolding Act, and such other insurance coverage as deemed required in the sole determination of the Comptroller. All policies or endorsements, thereto shall in all cases where possible name Landlord and the Public Building Commission of Chicago as co-insured thereunder.

Upon approval by said Comptroller of all insurance required, in the forms, kinds and amounts directed to be procured, Tenant shall deliver all policy originals or duplicate originals and endorsements thereto to the Comptroller for incorporation within this agreement as attachment thereto. In any

event, Tenant is not to commence to exercise any of the rights and privileges granted under this agreement until such time as all insurance directed and required to be furnished by Tenant is in full force and effect.

Tenant expressly understands and agrees that any insurance protection furnished by Tenant hereunder shall in no way limit its responsibility to indemnify and save harmless Landlord under the provisions of Article VI of this agreement.

ARTICLE VIII

In the event the premises or the building of which the premises are a part shall be damaged or destroyed by fire or other casualty, the same may be promptly repaired or rebuilt by Landlord at its expense as soon as funds are available but Landlord shall not be obligated to repair, rebuild, restore or replace any fixtures, equipment, displays or other property installed by Tenant or others pursuant to this agreement.

Provided, however, that Landlord may elect, at its sole option, not to repair or reconstruct the premises or the building, of which the premises are a part, and upon written notice of such election from Landlord to Tenant the obligation of Tenant to pay rent shall cease and this agreement shall thereupon terminate.

ARTICLE IX

Landlord hereby grants to Tenant the right of access and ingress to and egress from the premises by Tenant and its employees, contractors, suppliers, servicemen, sublessees, guests, patrons and invitees; provided, that such rights of access, ingress and egress, are at all times exercised in conformance with the further provisions of this agreement and any and all regulations promulgated by Landlord or the Commissioner, or other lawful authority, for the care, operation, maintenance and protection of the Pier and the public.

Operations to be conducted by the Tenant under this agreement shall be done at the sole expense of the Tenant and shall be subject to general inspection by the Landlord to insure a continuing quality of services commensurate with the standards provided for in this agreement and to such other provisions of related agreements as may be pertinent as entered into between Landlord and others governing the use of and operations at the Pier.

Tenant does further covenant, promise and agree that said Tenant will not employ any person or persons in or about the premises or on the Pier who shall be objectionable to the Commissioner and if such persons shall be employed by Tenant, he, she, or they, shall be removed upon request of said Commissioner.

Tenant agrees to use its best efforts in every proper manner to maintain and develop the business conducted by it under this agreement and increase same and not to divert or cause, or allow, to be diverted, any business from Pier.

ARTICLE X

This agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring hereto, be filed in the office of the Recorder of Deeds of Cook County, Illinois, or in any other public office, by Tenant or anyone acting for Tenant and that if the same be so filed, this agreement and each and every provision hereof shall, at the option of Landlord, be and become absolutely null and void and Landlord may declare such filing a breach of this agreement.

ARTICLE XI

If Tenant shall vacate or abandon the premises, or any part thereof, or permit the same to remain vacant or unoccupied, or in case of the non-payment on the rent and charges reserved hereby, or any part thereof, or of the breach of any covenant in this agreement contained, Tenant's right to the possession of the premises thereupon shall terminate, with or without any notice or demand

whatsoever, and the mere retention of possession thereafter by Tenant, shall constitute a forcible detainer of said premises, and if the Landlord so elects, but not otherwise, this agreement shall thereupon terminate and upon the termination of Tenant's right of possession, as aforesaid, whether this agreement be terminated or not, Tenant agrees to surrender possession of the premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the premises whatsoever, and Tenant hereby grants to Landlord full and free license to enter into and upon said premises, or any part thereof, to take possession thereof without process of law and to expel and remove Tenant, or any other person who may be occupying the premises, or any part thereof and Landlord may use such force in and about expelling and removing Tenant and said other person as may reasonably be necessary and Landlord may repossess itself of the said premises as of its former estate, but said entry of said premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue hereof, nor a waiver of any covenant, agreement or promise in said agreement contained, to be performed by Tenant.

Tenant hereby waives all notice of any election made by Landlord under this agreement, demand for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever, of any and every nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to Landlord and Tenant, or any other statute, or by the common law during the terms of this agreement. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenant, or the giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of Landlord's right to act without notice or demand or of any other right hereby given Landlord, or as an election not to proceed under the provisions of this agreement.

If default be made in the payment of the rent, or other charges herein reserved, or of any installment thereof, as herein provided, Tenant does hereby irrevocably constitute any attorney of any Court of Record in this State, attorney for it and in its name, from time to time, to waive the issuance of process and service thereof, to waive trial by jury, to confess judgment in favor of Landlord and against Tenant for the amount of rent which may be then due, by virtue of the terms hereof, or of any extensions or renewals hereof, or by virtue of any holdover after the termination hereof, and which may be in default, as aforesaid, together with the costs of such proceedings and for said purposes to file in said cause his cognovit thereof, and to make an agreement in said cognovit, or elsewhere, waiving and releasing all errors which may intervene in any such proceeding and waiving and releasing all right of appeal and right to writ of error, and consenting to an immediate execution upon such judgment, and Tenant hereby confirms all that said attorney may lawfully do by virtue hereof. Landlord shall have a first lien on Tenant's interest hereunder, and on Tenant's property now or hereafter located in said premises, or elsewhere, to secure the payment of all moneys due hereunder, which lien may be foreclosed in equity and in case of any such foreclosure proceeding, a receiver shall be appointed to take possession of said premises and property and relet the premises under order of court.

The obligation of Tenant to pay the rent reserved hereby during the balance of the term hereof, or during any extension thereof, shall not be deemed to be waived, released or terminated, nor shall the right and power to confess judgment given in the preceding paragraph hereof be deemed to be waived or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment, or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Tenant's right to possession of the premises. The Landlord may collect and receive any rent due from Tenant and payment or receipts thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Landlord may have by virtue hereof.

Tenant shall pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by Landlord in enforcing the covenants and agreements of this agreement, whether by the institution of litigation or in the taking advice of counsel, or otherwise.

The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

ARTICLE XII

Tenant shall observe and comply with all laws, ordinances, rules and regulations of the United States Government, State of Illinois, County of Cook, City of Chicago and all agencies thereof which may be applicable to its operations or to the operation, management, maintenance or administration of the Pier, now in effect or hereafter promulgated.

ARTICLE XIII

Tenant, upon performing the covenants, conditions and agreements herein contained, shall and may peacefully have, hold and enjoy the premises and privileges hereinafter granted.

ARTICLE XIV

Landlord may furnish security service, heat, sanitary facilities and utilities as designated at outlets and at points as shown on attachment hereto. Tenant shall pay any and all charges and costs therefor whether or not metered or billed directly from Landlord upon estimates of such costs made solely by Landlord.

ARTICLE XV

To insure faithful performance of the covenants, conditions and agreements herein contained, Tenant, at the expense of Tenant shall, before exercising any rights or privileges accorded hereunder, furnish a bond in form, kind and amount as determined and directed solely by the Comptroller for incorporation within this agreement as attachment thereto.

ARTICLE XVI

Tenant, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex or national origin, nor otherwise commit an unfair employment practice. Tenant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, religion, age, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Tenant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Tenant further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR, 1964-65 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 CFR, 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1975, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1975, Ch. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1975, Ch. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1975, Ch. 48, Secs. 881 to 887; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); and the provisions of 41 CFR Chapter 60.

To demonstrate compliance the Tenant and his Contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

ARTICLE XVII

Tenant shall pay, or cause to be paid, wages not less than those determined to be prevailing for this locality pursuant to the provisions of 29 CFR, Parts 4 and 5, as amended, or as may otherwise have been determined to be prevailing in this locality pursuant to the provisions of Ch. 48, Secs. 39s-1 to 39s-12, inclusive, Ill. Rev. Stat. 1975, whichever is the greater.

ARTICLE XVIII

This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

ARTICLE XIX

Notices to the Landlord provided for herein may be sent by first class mail, postage prepaid, addressed to the Commissioner of Public Works of the City of Chicago, Room 406, City Hall, Chicago, Illinois 60602, and notices to Tenant provided for herein may be sent by first class mail, postage prepaid, addressed to Tenant at 5069 Campbells Port Road, Ravenna, Ohio 44266, Attention: Robert W. Shufelt.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed _____ C.J.P. _____.

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the day and year first above written.

[Signature forms omitted for printing purposes.]

PART II -- SPECIAL CONDITIONS

1. Premises

A. Landlord grants to Tenant the exclusive privilege to use one hundred fifty (150) feet of the concrete dock and wharf area on the South Side of Navy Pier between frames No. 70 and No. 77½ (Exhibit "A"). Landlord also grants non-exclusive privilege of the south dock from Frame 0 to 70 for ingress and egress.

2. Purpose

Tenant shall use the aforesaid premises for mooring the Sternwheeler Betsy Ann for use by Charter Groups on lake excursions and for no other purpose whatsoever.

3. Term

A. The term of this Agreement shall begin on the 1st day of May, 1982 and terminate on September 30, 1982, subject to cancellation by either party on thirty (30) days' notice in writing.

B. During the scheduled dates for Chicago Fest, the Tenant shall operate only per terms and conditions as so directed by the Chicago Fest Management. There shall be no operation of any business at this premise unless the City is furnished with a copy of that Agreement.

4. Operations

A. Tenant shall use the premises referred to in Paragraph 1A hereinabove, for mooring and embarking and debarking charter groups.

B. The South Promenade area between frames No. 70 and No. 77½ shall be maintained at the Tenant's expense. (Housekeeping, janitorial, etc.).

C. Tenant shall provide a copy to the Landlord of Tenant's contract for the pumping and disposal of all waste tanks.

D. Tenant, or any and all persons in his employ or any other persons, are expressly forbidden to use public address systems or other mechanical or hand operated voice or power operated megaphones in solicitation of business or entertainment purposes, including music reproductions or other reproductions, and shall not use or employ persons to "bark" or solicit business either on the leased dock area or from aboard craft or any area or location in the vicinity of the operating area.

E. Tenant fully understands and agrees that by entering into this Agreement he waives and releases Landlord of and from all damages and claims on account of any existing conditions or any conditions that may hereafter develop at the berth, dock, pier, quay walls and wharves where the Tenant's vessel may be moored or berthed under the terms of this Agreement, unless said damages and claims shall arise by reason of any act or omission of Lessor or its employees or agents.

F. Tenant's operations shall be governed by orders, rules and regulations issued from time to time by the Commissioner's office.

G. The insurance required under Article VII hereof shall include, but not be limited to, an indemnification in the penal sum of \$1,000,000.00 indemnifying and saving harmless the City of Chicago and the Public Building Commission of Chicago against any and all claims for damages on account of injury to or death of any person or persons or damage to property resulting from operations under this Agreement and shall further provide for Tenant to defend any said claims in behalf of said City of Chicago and the Public Building Commission of Chicago. Also see special condition seven (7) for Insurance Requirements.

H. Tenant shall at his sole expense install whalers or other protective devices along the dock and wharf area referred to in Paragraph 1A hereinabove for the protection both of the vessel and the aforesaid dock and wharf if necessary.

I. The insurance required under Article VII hereof shall also include, but not be limited to, property damage coverage protecting both the City of Chicago and the Public Building Commission of Chicago from any damage caused by the vessel to the concrete dock or wharf area used by tenant.

J. Tenant shall at his sole expense, make the proper provisions to secure the vessel from the public, when it is not in use for charter groups and to maintain proper security of groups entering and departing the south dock area.

5. Rental

A. Tenant agrees to pay Landlord as rent for the premises demised herein the annual sum of Three Thousand Seven Hundred Fifty (\$3,750.00) Dollars, based upon \$25.00 per foot of dock space. Tenant agrees to pay Landlord \$750.00 per month, in advance on the first day of each month, commencing May 1st, for a five (5) month period. These payments shall be by certified check made payable to the "City of Chicago" and shall be forwarded to the City Comptroller, City Hall, Room 501, Chicago, Illinois 60602.

B. In addition to the rental hereinabove described, Lessee agrees to pay as additional rental a percentage of gross receipts (as defined below) derived from the operation of the premises as follows:

Liquor Sales:	8% of Gross Receipts
Food Sales:	6% of Gross Receipts
Admissions:	5% of Gross Receipts.

Gross Receipts - The amount received by Lessee from ticket sales, beverage and food sales derived from Lessee's operation of the premises.

Lessee agrees to keep separate and accurate monthly records of the gross receipts covering all business done or transacted in, upon or from the demised premises and will give Lessor the privilege of inspecting said records at any and all reasonable times. Lessor shall be given the privilege of examining any books and records, invoices, bank records and other data reasonably necessary to enable Lessor to make a complete and proper audit of such gross receipts made in, upon or from said premises. Payments of such additional rent shall be made by Lessee to Lessor within fifteen (15) days after the end of each month during the term of this lease.

6. Records

Tenant shall:

A. Maintain, in accordance with accepted accounting practices, during the term of this Agreement and for one year after the termination and expiration thereof, and for a further period extending until the City Comptroller shall give written consent to the disposal thereof, records and books of account recording all transactions at, through, or in any way connected with the operation of its charter operation at the Pier. Upon request from the City Comptroller, such books of account and records shall be made available to the City Comptroller at a convenient location within the City of Chicago, Illinois.

B. Permit in ordinary business hours during the term of this Agreement, and for any period thereafter during which such records shall be maintained in accordance with subparagraph 6A hereof, the examination and audit by the officers, employees, and representatives of Landlord of such records and books of account.

7. Insurance

Lessor during the term of this lease shall provide and maintain at all times:

Comprehensive General Liability, Bodily Injury, Property Damage of \$25,000,000. This policy should cover completed operations and Product Liability, Broad form endorsement to cover host liquor and personal injury; blanket contractual and independent contractors;

Contingent Liquor Liability of \$100,000.

Worker's Compensation Coverage with a Longshoreman's and Harbor Workers Compensation Act Endorsement.

Hull and Protection Indemnify Coverage to cover debris removal.

All policies or endorsements thereto shall in all cases where possible name the City of Chicago as co-insured thereunder.

With the City to receive a Certificate of Insurance for said coverage prior to lease execution. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to Lessee at the address cited herein a copy of the cancellation notice within ten (10) days of receipt thereof.

[Exhibit "A" printed on page 14448 of this Journal.]

The S/S Clipper Foundation.

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

SECTION 1. That the Commissioner of Public Works and the City Comptroller, subject to approval

as to form and legality of the Corporation Counsel are authorized to execute in behalf of the City of Chicago an agreement with The S/S Clipper Foundation said agreement to be in substantially the following form:

This Agreement made this _____ day of _____ A.D. _____, between the City of Chicago, a municipal corporation of the State of Illinois and Tenant from the Public Building Commission of Chicago (hereinafter called "Landlord") and The S/S Clipper Foundation, a corporation organized and existing by virtue of the laws of the State of _____ (hereinafter called "Tenant").

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, Foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier", a plat of said Pier being attached hereto.

This agreement shall consist of two parts:

- Part I - General Conditions;
- Part II - Special Conditions numbered 1 to 5 and Exhibit "A";

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other references, shall be implied or impressed upon such agreement that are not set forth herein at length.

PART I - GENERAL CONDITIONS

ARTICLE I

This agreement shall be subject and subordinate to:

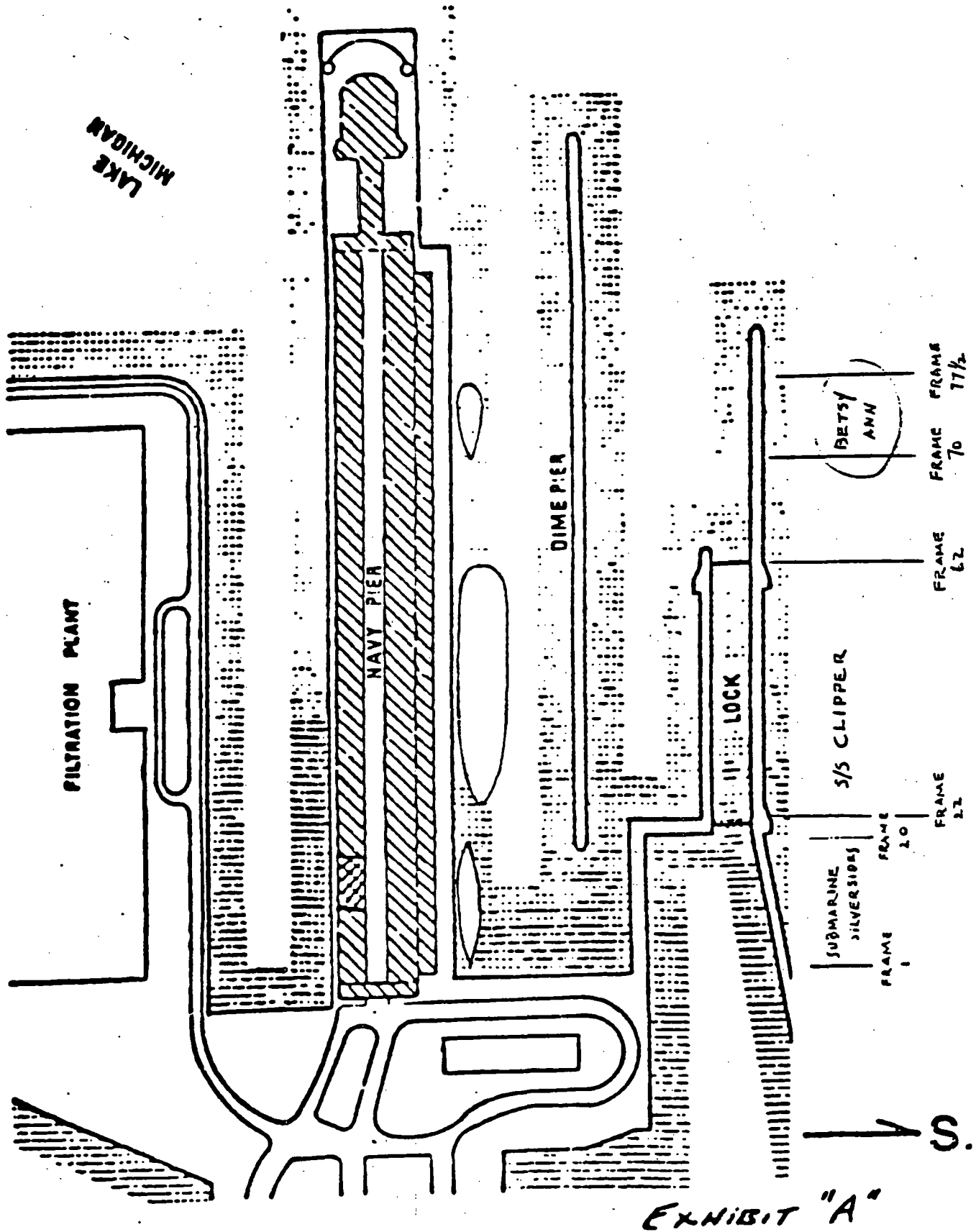
(a) Any existing or future Federal/State Statute or any existing or future lease or agreement between Landlord and the United States or the State of Illinois, or political subdivisions thereof, relative to the development, construction, operation or maintenance of the Pier, the execution of which has been or may be required as a condition precedent to the expenditure of Federal, State or other public funds for the development, construction, operation or maintenance of said Pier.

(b) The right of Landlord to further develop, improve, maintain, modify and repair Pier, the facilities therein and the roadways and approaches thereto, as it sees fit, regardless of the desires or views of the Tenant and without interference or hindrance by the Tenant.

ARTICLE II

The Tenant shall not, without prior approval of Landlord, assign or transfer this agreement nor any share, part or interest therein, nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor unless otherwise expressly provided herein. Tenant further agrees that it shall not enter into any agreement of any nature, formal or informal, concerning other business activities at Pier, with any individual, partnership or corporation without prior approval of Landlord, it being understood that the only activity that Tenant may conduct directly or indirectly, alone or through others, on, upon or from said Pier and facilities located thereon, be they demised to the others or under control of Landlord, is as authorized under the terms of this agreement.

(Continued on page 14449)



(Continued from page 14447)

In the event of the issuance of this right or privilege to more than one individual or other legal entity (or to any combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by the Tenant shall be the joint and several obligation of each such individual or other legal entity.

If Tenant is a corporation and if the control thereof changes at any time during the term hereof, then Landlord may, at its option, declare such change a breach of this agreement.

It is mutually understood and agreed that nothing contained in this agreement is intended, or shall be construed, as in any wise creating or establishing the relationship of co-partners or joint venturers between the parties hereto or as constituting the Tenant as the agent or representative of the Landlord for any purpose or in any manner whatsoever.

ARTICLE III

Tenant has examined the premises prior to, and as a condition precedent to, the execution hereof and is satisfied with the physical condition of said premises, and its taking possession thereof will be conclusive evidence of its receipt of said premises in a safe, sanitary and sightly condition and in good repair.

ARTICLE IV

Tenant shall not attach, affix, or permit to be attached or affixed, upon the premises, or if so attached or affixed, relocate, replace, alter or modify, without the consent in writing in each instance of the Commissioner of Public Works (hereinafter called "Commissioner") first had and obtained, any flags, placards, signs, poles, wires, aerals, antenna, improvements or fixtures. In connection therewith Commissioner may require submission of proposed designs, floor plans, construction plans, specifications and contract documents therefore and if then approved may incorporate all or part thereof within this agreement as attachments thereto.

ARTICLE V

Tenant, at the expense of Tenant, shall keep the premises in a safe, sanitary and sightly condition and good repair and shall restore and yield the same back to Landlord upon the termination of this agreement in such condition and repair, ordinary wear and tear excepted, and if said premises shall not be so kept by Tenant, Landlord may enter the premises (without such entering causing or constituting a termination of the privilege or an interference with the possession of said premises by Tenant) and do all things necessary to restore said premises to the condition herein required, charging the cost and expense thereof to Tenant and Tenant agrees to pay Landlord, in addition to the rent and charges hereby reserved, all such costs and expenses.

ARTICLE VI

Tenant covenants and agrees to keep said premises and improvements situated thereat free and clear of any and all liens in any way arising out of the use thereof by Tenant.

In addition to the rent and charges hereinafter outlined, Tenant shall pay all fees, charges, license fees and taxes of whatever nature, if necessary, as required by law or ordinance of the City of Chicago.

Tenant shall assume all risks incident to or in connection with the business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations at said Pier and shall indemnify, defend and save harmless the Landlord, the Public Building Commission of Chicago, their authorized agents and representatives, from any penalties for violation of any law, ordinance or regulation affecting its

operations, and from any and all claims, suits, losses damages or injuries to persons or property of whatsoever kind or nature arising directly or indirectly out of the operation of such business, or resulting from the carelessness, negligence or improper conduct of the Landlord, Public Building Commission of Chicago, Tenant, or any of their agents or employees.

Neither Landlord, nor the Public Building Commission of Chicago shall be liable to Tenant for damage to property of Tenant or any loss of revenues to Tenant resulting from their acts, omissions or neglect in the maintenance and operation of the Pier facilities.

ARTICLE VII

Tenant, at the expense of Tenant, shall keep in force, during the term of this agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as determined and directed by the Comptroller of the City of Chicago (hereinafter called "Comptroller") for the protection of Landlord and/or Tenant. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller.

Said insurance may include, but need not be limited to, insurance coverages commonly known as, or similar in kind to Public Liability, Products Liability, Property Damage, Fire and Extended Coverage, Workmen's Compensation, Scaffolding Act, and such other insurance coverage as deemed required in the sole determination of the Comptroller. All policies or endorsements, thereto shall in all cases where possible name Landlord and the Public Building Commission of Chicago as co-insured thereunder.

Upon approval by said Comptroller of all insurance required, in the forms, kinds and amounts directed to be procured, Tenant shall deliver all policy originals or duplicate originals and endorsements thereto to the Comptroller for incorporation within this agreement as attachment thereto. In any event, Tenant is not to commence to exercise any of the rights and privileges granted under this agreement until such time as all insurance directed and required to be furnished by Tenant is in full force and effect.

Tenant expressly understands and agrees that any insurance protection furnished by Tenant hereunder shall in no way limit its responsibility to indemnify and save harmless Landlord under the provisions of Article VI of this agreement.

ARTICLE VIII

In the event the premises or the building of which the premises are a part shall be damaged or destroyed by fire or other casualty, the same may be promptly repaired or rebuilt by Landlord at its expense as soon as funds are available but Landlord shall not be obligated to repair, rebuild, restore or replace any fixtures, equipment, displays or other property installed by Tenant or others pursuant to this agreement.

Provided, however, that Landlord may elect, at its sole option, not to repair or reconstruct the premises or the building, of which the premises are a part, and upon written notice of such election from Landlord to Tenant the obligation of Tenant to pay rent shall cease and this agreement shall thereupon terminate.

ARTICLE IX

Landlord hereby grants to Tenant the right of access and ingress to and egress from the premises by Tenant and its employees, contractors, suppliers, servicemen, sublessees, guests, patrons and invitees; provided, that such rights of access, ingress and egress, are at all times exercised in conformance with the further provisions of this agreement and any and all regulations promulgated by Landlord or the Commissioner, or other lawful authority, for the care, operation, maintenance and protection of the Pier and the public.

Operations to be conducted by the Tenant under this agreement shall be done at the sole expense of the Tenant and shall be subject to general inspection by the Landlord to insure a continuing quality of services commensurate with the standards provided for in this agreement and to such

other provisions of related agreements as may be pertinent as entered into between Landlord and others governing the use of and operations at the Pier.

Tenant does further covenant, promise and agree that said Tenant will not employ any person or persons in or about the premises or on the Pier who shall be objectionable to the Commissioner and if such persons shall be employed by Tenant, he, she, or they, shall be removed upon request of said Commissioner.

Tenant agrees to use its best efforts in every proper manner to maintain and develop the business conducted by it under this agreement and increase same and not to divert or cause, or allow, to be diverted, any business from Pier.

ARTICLE X

This agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring hereto, be filed in the office of the Recorder of Deeds of Cook County, Illinois, or in any other public office, by Tenant or anyone acting for Tenant and that if the same be so filed, this agreement and each and every provision hereof shall, at the option of Landlord, be and become absolutely null and void and Landlord may declare such filing a breach of this agreement.

ARTICLE XI

If Tenant shall vacate or abandon the premises, or any part thereof, or permit the same to remain vacant or unoccupied, or in case of the non-payment on the rent and charges reserved hereby, or any part thereof, or of the breach of any covenant in this agreement contained, Tenant's right to the possession of the premises thereupon shall terminate, with or without any notice or demand whatsoever, and the mere retention of possession thereafter by Tenant, shall constitute a forcible detainer of said premises, and if the Landlord so elects, but not otherwise, this agreement shall thereupon terminate and upon the termination of Tenant's right of possession, as aforesaid, whether this agreement be terminated or not, Tenant agrees to surrender possession of the premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the premises whatsoever, and Tenant hereby grants to Landlord full and free license to enter into and upon said premises, or any part thereof, to take possession thereof without process of law and to expel and remove Tenant, or any other person who may be occupying the premises, or any part thereof and Landlord may use such force in and about expelling and removing Tenant and said other person as may reasonably be necessary and Landlord may repossess itself of the said premises as of its former estate, but said entry of said premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue hereof, nor a waiver of any covenant, agreement or promise in said agreement contained, to be performed by Tenant.

Tenant hereby waives all notice of any election made by Landlord under this agreement, demand for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever, of any and every nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to Landlord and Tenant, or any other statute, or by the common law during the terms of this agreement. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenant, or the giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of Landlord's right to act without notice or demand or of any other right hereby given Landlord, or as an election not to proceed under the provisions of this agreement.

If default be made in the payment of the rent, or other charges herein reserved, or of any installment thereof, as herein provided, Tenant does hereby irrevocably constitute any attorney of any Court of Record in this State, attorney for it and in its name, from time to time, to waive the issuance of process and service thereof, to waive trial by jury, to confess judgment in favor of Landlord and against Tenant for the amount of rent which may be then due, by virtue of the terms hereof,

or of any extensions or renewals hereof, or by virtue of any holdover after the termination hereof, and which may be in default, as aforesaid, together with the costs of such proceedings and for said purposes to file in said cause his cognovit thereof, and to make an agreement in said cognovit, or elsewhere, waiving and releasing all errors which may intervene in any such proceeding and waiving and releasing all right of appeal and right to writ of error, and consenting to an immediate execution upon such judgment, and Tenant hereby confirms all that said attorney may lawfully do by virtue hereof. Landlord shall have a first lien on Tenant's interest hereunder, and on Tenant's property now or hereafter located in said premises, or elsewhere, to secure the payment of all moneys due hereunder, which lien may be foreclosed in equity and in case of any such foreclosure proceeding, a receiver shall be appointed to take possession of said premises and property and relet the premises under order of court.

The obligation of Tenant to pay the rent reserved hereby during the balance of the term hereof, or during any extension thereof, shall not be deemed to be waived, released or terminated, nor shall the right and power to confess judgment given in the preceding paragraph hereof be deemed to be waived or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment, or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Tenant's right to possession of the premises. The Landlord may collect and receive any rent due from Tenant and payment or receipts thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Landlord may have by virtue hereof.

Tenant shall pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by Landlord in enforcing the covenants and agreements of this agreement, whether by the institution of litigation or in the taking advice of counsel, or otherwise.

The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

ARTICLE XII

Tenant shall observe and comply with all laws, ordinances, rules and regulations of the United States Government, State of Illinois, County of Cook, City of Chicago and all agencies thereof which may be applicable to its operations or to the operation, management, maintenance or administration of the Pier, now in effect or hereafter promulgated.

ARTICLE XIII

Tenant, upon performing the covenants, conditions and agreements herein contained, shall and may peacefully have, hold and enjoy the premises and privileges hereinafter granted.

ARTICLE XIV

Landlord may furnish security service, heat, sanitary facilities and utilities as designated at outlets and at points as shown on attachment hereto. Tenant shall pay any and all charges and costs therefor whether or not metered or billed directly from Landlord upon estimates of such costs made solely by Landlord.

ARTICLE XV

To insure faithful performance of the covenants, conditions and agreements herein contained, Tenant, at the expense of Tenant shall, before exercising any rights or privileges accorded hereunder, furnish a bond in form, kind and amount as determined and directed solely by the Comptroller for incorporation within this agreement as attachment thereto.

ARTICLE XVI

Tenant, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex or national origin, nor otherwise commit an unfair employment practice. Tenant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, religion, age, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Tenant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Tenant further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR, 1964-65 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 CFR, 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1975, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1975, Ch. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1975, Ch. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1975, Ch. 48, Secs. 881 to 887; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); and the provisions of 41 CFR Chapter 60.

To demonstrate compliance the Tenant and his Contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

ARTICLE XVII

Tenant, shall pay, or cause to be paid, wages not less than those determined to be prevailing for this locality pursuant to the provisions of 29 CFR, Parts 4 and 5, as amended, or as may otherwise have been determined to be prevailing in this locality pursuant to the provisions of Ch. 48, Secs. 39s-1 to 39s-12 inclusive, Ill. Rev. Stat. 1975, whichever is the greater.

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the day and year first above written.

[Signature forms omitted for printing purposes.]

ARTICLE XVIII

This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

ARTICLE XIX

Notices to the Landlord provided for herein may be sent by first class mail, postage prepaid, addressed to the Commissioner of Public Works of the City of Chicago, Room 406, City Hall, Chicago, Illinois, 60602, and notices to Tenant provided for herein may be sent by first class mail, postage prepaid, addressed to Tenant at

S/S Clipper Foundation
600 East Grand Avenue
Chicago, IL 60611
c/o James W. Gillion, Manager

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed _____ C.J.P. _____.

PART II - SPECIAL CONDITIONS

1. Premises

A. Landlord grants to Tenant the exclusive privilege to use four hundred (400) feet of the concrete dock and wharf area on the south side of Navy Pier from Frame No. 32 to Frame No. 52. (Exhibit "A").

2. Purpose

Tenant shall use the aforesaid premises for a museum with snack bar as well as buffet dining room, dancing facilities and for no other purposes.

3. Term

A. The term of this Agreement shall begin on the 1st day of January, 1982, and terminate on December 31, 1982, subject to cancellation by either party on sixty (60) days' notice in writing.

B. During the scheduled rates for Chicago Fest, the Tenant shall operate only per terms and conditions as so directed by the Chicago Fest Management. There shall be no operation of any business at this premise unless the City is furnished with a copy of this agreement.

4. Operations.

A. Tenant shall use the premises referred to in paragraph 1A hereinabove, for mooring and processing visitors for tours and/or dining and dancing on the "S/S Clipper" (A dead ship), during hours approved by the Navy Pier Manager.

B. Tenant shall provide (but is not limited to) the following, at Tenant's expense:

1. Insurance as outlined in paragraph G of this section.
2. All utilities.
3. Water.
4. Sanitary provision as required by the Landlord.
5. Security.
6. Licenses and Permits.
7. Janitorial, custodial and security services on board ship and in the general vicinity of the ship.

C. Tenant shall at his sole expense install whalers or other protective devices along the dock and wharf area referred to in paragraph 1A hereinabove for the protection both of the vessel and the aforesaid dock and wharf if necessary.

D. Tenant, or any and all persons in his employ, or any other persons, are expressly forbidden to use public address system or other mechanical or hand operated voice or power operated megaphones in solicitation of business or for entertainment purposes, including music reproductions or other reproductions, and shall not use or employ persons or "bark" or solicit business either on the leased dock area or from aboard craft or any area or location in the vicinity of the operating area.

E. Tenant's operations shall be governed by orders, rules and regulations issued from time to time by the Commissioner's office.

F. Tenant fully understands and agrees that by entering into this Agreement, he waives and releases Landlord of and from all damages and claims on account of any existing conditions or any conditions that may hereafter develop at the berth, dock, pier, quay walls and wharves where the Tenant's vessel may be moored or berthed under the terms of this Agreement, unless said damages and claims shall arise by reason of any act or omission of Lessor or its employees or agents.

G. The insurance required under Article VII hereof shall include, but not be limited to:

Lessor during the term of this lease shall provide and maintain at all times:

Comprehensive General Liability, Bodily Injury, Property Damage of \$25,000,000. This policy should cover completed operations and Product Liability, Broad form endorsement to cover host liquor and personal injury; blanket contractual and independent contractors.

Contingent Liquor Liability of \$100,000.

Worker's Compensation Coverage with a Longshoreman's and Harbor Workers Compensation Act Endorsement.

Hull & Protection Indemnify coverage to cover debris removal.

All policies or endorsements thereto shall in all cases where possible name the City of Chicago as co-insured thereunder.

With the City to receive a Certificate of Insurance for said coverage prior to lease execution. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to Lessee at the address cited herein a copy of the cancellation notice within ten (10) days of receipt thereof.

H. The insurance required under Article VII hereof shall also include, but not be limited to, property damage coverage protecting both the City of Chicago and the Public Building Commission of Chicago from any damage caused by the vessel to either the concrete dock and wharf area referred to in paragraph 1A hereof, the adjacent concrete dock of Navy Pier, or any other property owned or leased by the said parties and shall include an endorsement worded as follows:

"It is hereby understood and agreed that coverage provided hereunder, shall apply to all risks incident to or in connection with the operations by the Assured at the Navy Pier, and that the Assured shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations at, and/or use of, any ways, means or facilities of said Pier, and shall save harmless the City of Chicago and the Public Building Commission of Chicago, their authorized agents and representatives, from and penalties for violation of any law, ordinance, or regulation affecting its operations and from any and all claims, suits, losses, damages or injuries to persons or property of whatsoever kind or nature arising directly or indirectly out of its operations or resulting from the carelessness, negligence or improper conduct of the City of Chicago, the Public Building Commission of Chicago, the Assured, or any of their agents or employees."

I. Tenant shall pay any and all charges as billed to him for all utilities supplied, said utilities to include, but is not limited to water, gas and maintenance charges for said services.

J. Tenant shall use cash registers at the premises; the type which produces an auditable tape. These tapes shall be retained as back-up to confirm monthly gross receipts.

K. Tenant shall at his sole expense, make the proper provisions to secure the vessel from the public, when it is not open to the public.

5. Rental

A. Tenant agrees to pay Landlord as rent for the premises demised herein the annual sum of Ten Thousand (\$10,000.00) Dollars, based upon \$25.00 per foot of dock space. Tenant agrees to pay Landlord \$833.33 per month, in advance on the first day of each month, commencing January, 1982 for a twelve (12) month period. These payments shall be by certified check made payable to the "City of Chicago" and shall be forwarded to the City Comptroller, City Hall, Room 501, Chicago, IL 60602.

B. In addition to the rental hereinabove described, Lessee agrees to pay as additional rental a percentage of gross receipts (as defined below) derived from the operation of the premises as follows:

Liquor Sales: 8% of Gross Receipts
Food Sales: 6% of Gross Receipts
Admissions: 5% of Gross Receipts

Gross Receipts - The amount received by Lessee from ticket sales, beverage and food sales derived from Lessee's operation of the premises.

Lessee agrees to keep separate and accurate monthly records of the gross receipts covering all business done or transacted in, upon or from the demised premises and will give Lessor the privilege of inspecting said records at any and all reasonable time. Lessor shall be given the privilege of examining any books and records, invoices, bank records, and other data reasonably necessary to enable Lessor to make a complete and proper audit of such gross receipts made in, upon or from said premises. Payments of such additional rent shall be made by Lessee to Lessor within fifteen (15) days after the end of each month during the term of this lease.

C. Tenant may offset rent due under this lease by documented paid costs of permanent improvements required by the Department of Public Works, as agreed to in writing by the Commissioner of Public Works.

D. Tenant shall furnish to the City Comptroller, City Hall, 121 North LaSalle Street, Room 501, Chicago, Illinois, 60602, with a copy to the Navy Pier Manager, on or before the 20th day following the last day of each calendar month during the terms of this Agreement, a statement certified in such manner as said City Comptroller may prescribe, of the Gross Monthly Receipts from the above demised premises during the preceding month, or portion thereof.

6. Records

Tenant shall:

A. Maintain, in accordance with accepted accounting practices, during the term of this Agreement and for one year after the termination and expiration thereof, and for a further period extending until the City Comptroller shall give written consent to the disposal thereof, records and books of account recording all transactions at, through, or in any way connected with the operation of its concession at the Pier. Upon request from the City Comptroller, such books, account, and records shall be made available to the City Comptroller at a convenient location with the City of Chicago, Illinois.

B. Permit in ordinary business hours during the term of this Agreement, and for any period thereafter during which such records shall be maintained in accordance with subparagraph 6A hereof, the examination and audit by the officers, employees, and representatives of Landlord of such records and books of account.

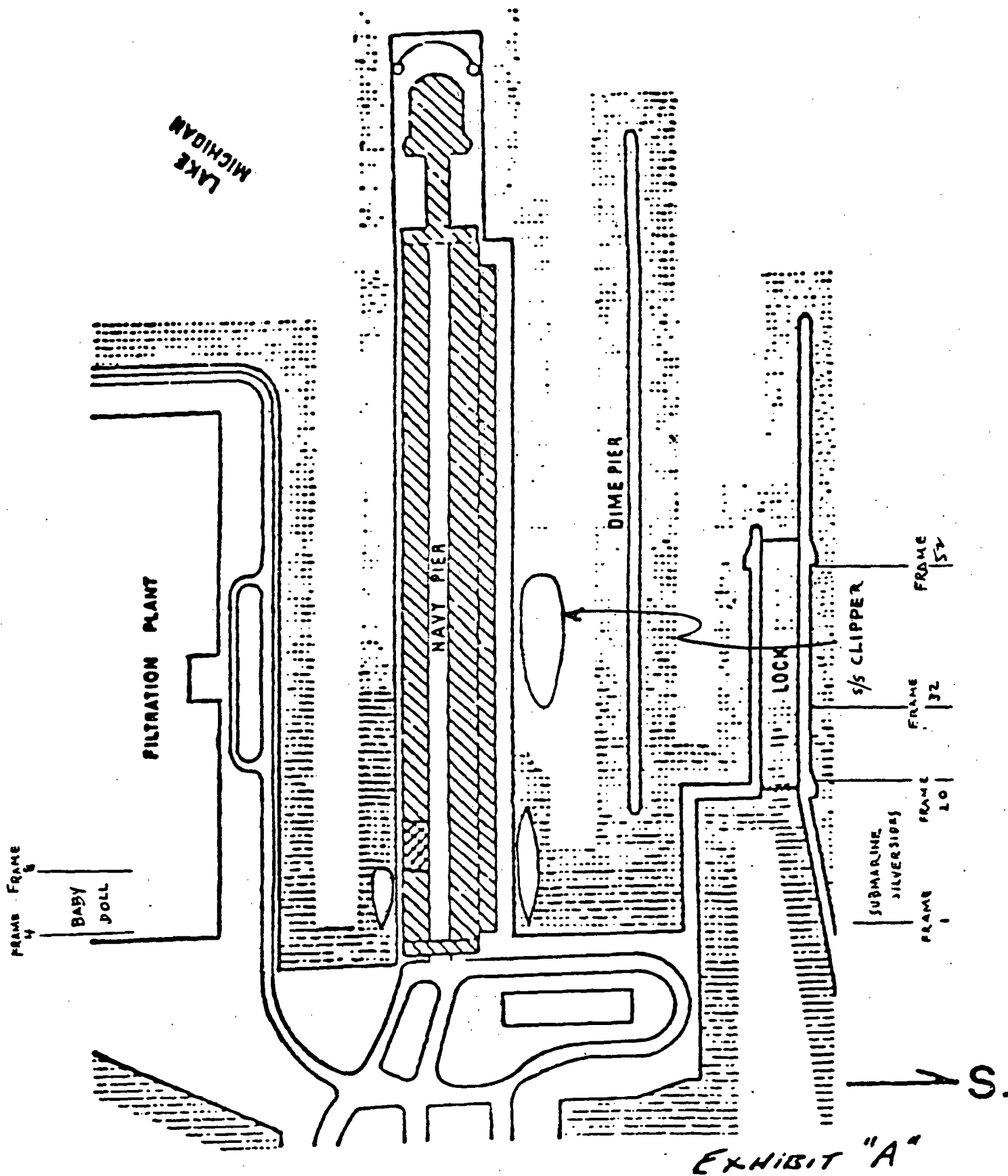
[Exhibit "A" printed on page 14457 of this Journal.]

Robert Wagner d/b/a Wagner Charter Company.

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

SECTION 1. That the Commissioner of Public Works and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel are authorized to execute in behalf of the City of Chicago an agreement with Robert Wagner d/b/a Wagner Charter Company, said agreement to be in substantially the following form:

(Continued on page 14458)



(Continued from page 14456)

This Agreement made this _____ day of _____ A.D. _____, between the City of Chicago, a municipal corporation of the State of Illinois, (hereinafter called "Landlord") and Robert Wagner d/b/a Wagner Charter Company, a corporation organized and existing by virtue of the laws of the State of _____ (hereinafter called "Tenant").

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, Foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier".

This Agreement shall consist of two parts

- Part I - General Conditions
- Part II - Special Conditions Numbered 1 to 7

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other references, shall be implied or impressed upon such agreement that are not set forth herein at length.

PART 1 - GENERAL CONDITIONS

ARTICLE I

This agreement shall be subject and subordinate to:

(a) Any existing or future Federal/State Statute or any existing or future lease or agreement between Landlord and the United States or the State of Illinois, or political subdivisions thereof, relative to the development, construction, operation or maintenance of the Pier, the execution of which has been or may be required as a condition precedent to the expenditure of Federal, State or other public funds for the development, construction, operation or maintenance of said Pier.

(b) The right of Landlord to further develop, improve, maintain, modify and repair Pier, the facilities therein and the roadways and approaches thereto, as it sees fit, regardless of the desires or views of the Tenant and without interference or hindrance by the Tenant.

ARTICLE II

The Tenant shall not, without prior approval of Landlord, assign or transfer this agreement nor any share, part or interest therein, nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor unless otherwise expressly provided herein. Tenant further agrees that it shall not enter into any agreement of any nature, formal or informal, concerning other business activities at Pier, with any individual, partnership or corporation without prior approval of Landlord, it being understood that the only activity that Tenant may conduct directly or indirectly, alone or through others, on, upon or from said Pier and facilities located thereon, be they demised to the others or under the control of Landlord, is as authorized under the terms of this agreement.

In the event of the issuance of this right or privilege to more than one individual or other legal entity (or to any combination thereof), then and in that event, each and every obligation or undertaking hereinstated to be fulfilled or performed by the Tenant shall be joint and several obligation of each such individual or other legal entity.

If Tenant is a corporation and if the control thereof changes at any time during the term hereof, then Landlord may, at its option, declare such change a breach of this agreement.

It is mutually understood and agreed that nothing contained in this agreement is intended, or shall be construed, as in any wise creating or establishing the relationship of co-partners or joint venturers between the parties hereto or as constituting the Tenant as the agent or representative of the Landlord for any purpose or in any manner whatsoever.

ARTICLE III

Tenant has examined the premises prior to, and as a condition precedent to, the execution hereof and is satisfied with the physical condition of said premises, and its taking possession thereof will be conclusive evidence of its receipt of said premises in a safe, sanitary and sightly condition and in good repair.

ARTICLE IV

Tenant shall not attach, affix, or permit to be attached or affixed, upon the premises, or if so attached or affixed, relocate, replace, alter or modify, without the consent in writing in each instance of the Commissioner of Public Works (hereinafter called "Commissioner") first had and obtained, any flags, placards, signs, poles, wires, aerials, antennae, improvements or fixtures. In connection therewith Commissioner may require submission of proposed designs, floor plans, construction plans, specifications and contract documents therefor and if then approved may incorporate all or part thereof within this agreement as attachments thereto.

ARTICLE V

Tenant, at the expense of Tenant, shall keep the premises in a safe, sanitary and sightly condition and good repair and shall restore and yield the same back to Landlord upon the termination of this agreement in such condition and repair, ordinary wear and tear excepted, and if said premises shall not be so kept by Tenant, Landlord may enter the premises (without such entering causing or constituting a termination of the privilege or an interference with the possession of said premises by Tenant) and do all things necessary to restore said premises to the condition herein required, charging the cost and expense thereof to Tenant and Tenant agrees to pay Landlord, in addition to the rent and charges hereby reserved, all such costs and expenses.

ARTICLE VI

Tenant covenants and agrees to keep said premises and improvements situated thereat free and clear of any and all liens in any way arising out of the use thereof by Tenant.

In addition to the rent and charges hereinafter outlined, Tenant shall pay all fees, charges, license fees and taxes of whatever nature, if necessary, as required by law or ordinance of the City of Chicago.

Tenant shall assume all risks incident to or in connection with the business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations at said Pier and shall indemnify, defend and save harmless the Landlord, its authorized agents and representatives, from any penalties for violation of any law, ordinance or regulation affecting its operations, and from any and all claims, suits, losses, damages or injuries to persons or property of whatsoever kind or nature arising directly or indirectly out of the operation of such business, or resulting from the carelessness, negligence or improper conduct of the Landlord, Public Building Commission of Chicago, Tenant, or any of their agents or employees.

Landlord shall not be liable to Tenant for damage to property of Tenant or any loss of revenues to Tenant resulting from its acts, omissions or neglect in the maintenance and operation of the Pier facilities.

ARTICLE VII

Tenant, at the expense of Tenant, shall keep in force, during the term of this agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as determined and directed by the Comptroller of the City of Chicago (hereinafter called "Comptroller") for the protection of Landlord and/or Tenant. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller.

Said insurance may include, but need not be limited to, insurance coverages commonly known as, or similar in kind to, Public Liability, Products, Liability, Property Damage, Fire and Extended Coverage, Workmen's Compensation, Scaffolding Act, and such other insurance coverage as deemed required in the sole determination of the Comptroller. All policies or endorsements, thereto shall in all cases where possible name Landlord as co-insured thereunder.

Upon approval by said Comptroller of all insurance required, in the forms, kinds and amounts directed to be procured, Tenant shall deliver all policy originals or duplicate originals and endorsements thereto to the Comptroller for incorporation within this agreement as attachment thereto. In any event, Tenant is not to commence to exercise any of the rights and privileges granted under this agreement until such time as all insurance directed and required to be furnished by Tenant is in full force and effect.

Tenant expressly understands and agrees that any insurance protection furnished by Tenant hereunder shall in no way limit its responsibility to indemnify and same harmless Landlord under the provisions of Article VI of this agreement.

ARTICLE VIII

In the event the premises or the building of which the premises are a part shall be damaged or destroyed by fire or other casualty, the same may be promptly repaired or rebuilt by Landlord at its expense as soon as funds are available but Landlord shall not be obligated to repair, rebuild, restore or replace any fixtures, equipment, displays or other property installed by Tenant or others pursuant to this agreement.

Provided, however, that Landlord may elect, at its sole option, not to repair or reconstruct the premises or the building, of which the premises are a part, and upon written notice of such election from Landlord to Tenant the obligation of Tenant to pay rent shall cease and this agreement shall thereupon terminate.

ARTICLE IX

Landlord hereby grants to Tenant the right of access and ingress to and egress from the premises by Tenant and its employees, contractors, suppliers, servicemen, sublessees, guests, patrons and invitees; provided, that such rights of access, ingress and egress, are at all times exercised in conformance with the further provisions of this agreement and any, and all regulations promulgated by Landlord or the Commissioner, or other lawful authority, for the care, operation, maintenance and protection of the Pier and the public.

Operations to be conducted by the Tenant under this agreement shall be done at the sole expense of the Tenant and shall be subject to general inspection by the Landlord to insure a continuing quality of services commensurate with the standards provided for in this agreement and to such other provisions of related agreements as may be pertinent as entered into between Landlord and others governing the use of and operations at the Pier.

Tenant does further covenant, promise and agree that said Tenant will not employ any person or persons in or about the premises or on the Pier who shall be objectionable to the Commissioner and if such persons shall be employed by Tenant, he, she, or they, shall be removed upon request of said Commissioner.

Tenant agrees to use its best efforts in every proper manner to maintain and develop the business conducted by it under this agreement and increase same and not to divert or cause, or allow, to be diverted, any business from Pier.

ARTICLE X

This agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring hereto, be filed in the office of the Recorder of Deeds of Cook County, Illinois, or in any other public office, by Tenant or anyone acting for Tenant and that if the same be so filed, this agreement and each and every provision hereof shall, at the option of Landlord, be and become absolutely null and void and Landlord may declare such filing a breach of this agreement.

ARTICLE XI

If Tenant shall vacate or abandon the premises, or any part thereof, or permit the same to remain vacant or unoccupied, or in case of the non-payment of the rent and charges reserved hereby, or any part thereof, or of the breach of any covenant in this agreement contained, Tenant's right to the possession of the premises thereupon shall terminate, with or without any notice or demand whatsoever, and the mere retention of possession thereafter by Tenant, shall constitute a forcible detainer of said premises, and if the Landlord so elects, but not otherwise, this agreement shall thereupon terminate and upon the termination of Tenant's right of possession, as aforesaid, whether this agreement be terminated or not, Tenant agrees to surrender possession of the premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the premises whatsoever, and Tenant hereby grants to Landlord full and free license to enter into and upon said premises, or any part thereof, to take possession thereof without process of law and to expel and remove Tenant, or any other person who may be occupying the premises, or any part thereof and Landlord may use such force in and about expelling and removing Tenant and said other person as may reasonably be necessary and Landlord may repossess itself of the said premises as of its former estate, but said entry of said premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue hereof, nor a waiver of any covenant, agreement or promise in said agreement contained, to be performed by Tenant.

Tenant hereby waives all notice of any election made by Landlord under this agreement, demand for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever, of any and every nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to Landlord and Tenant, or any other statute, or by the common law during the terms of this agreement. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenant, or the giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of Landlord's right to act without notice or demand or of any other right hereby given Landlord, or as an election not to proceed under the provisions of this agreement.

If default be made in the payment of the rent, or other charges herein reserved, or of any installment thereof, as herein provided, Tenant does hereby irrevocably constitute any attorney of any Court of Record in this State, attorney for it and in its name, from time to time, to waive the issuance of process and service thereof, to waive trial by jury, to confess judgment in favor of Landlord and against Tenant for the amount of rent which may be then due, by virtue of the terms hereof, or of any extensions or renewals hereof, or by virtue of any holdover after the termination hereof, and which may be default, as aforesaid, together with the costs of such proceedings and for said purposes to file in said cause his cognovit thereof, and to make an agreement in said cognovit, or elsewhere, waiving and releasing all errors which may intervene in any such proceeding and waiving and releasing all right of appeal and right to writ of error, and consenting to an immediate execution upon such judgment, and Tenant hereby confirms all that said attorney may lawfully do by virtue hereof. Landlord shall have a first lien on Tenant's interest hereunder, and on Tenant's

property now or hereafter located in said premises, or elsewhere, to secure the payment of all moneys due hereunder, which lien may be foreclosed in equity and in case of any such foreclosure proceeding, a receiver shall be appointed to take possession of said premises and property and relet the premises under order of court.

The obligation of Tenant to pay the rent reserved hereby during the balance of the term hereof, or during any extension thereof, shall not be deemed to be waived, released or terminated, nor shall the right and power to confess judgment given in the preceding paragraph hereof be deemed to be waived or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment, or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Tenant's right to possession of the premises. The Landlord may collect and receive any rent due from Tenant and payment or receipts thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Landlord may have by virtue hereof.

Tenant shall pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by Landlord in enforcing the covenants and agreements of this agreement, whether by the institution of litigation or in the taking advice of counsel, or otherwise.

The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

ARTICLE XII

Tenant shall observe and comply with all laws, ordinances, rules and regulations of the United States Government, State of Illinois, County of Cook, City of Chicago and all agencies thereof which may be applicable to its operations or to the operation, management, maintenance or administration of the Pier, now in effect or hereafter promulgated.

ARTICLE XIII

Tenant, upon performing the covenants, conditions and agreements herein contained, shall and may peacefully have, hold and enjoy the premises and privileges hereinafter granted.

ARTICLE XIV

Landlord may furnish security service, heat, sanitary facilities and utilities as designated at outlets and at points as shown on attachment hereto. Tenant shall pay any and all charges and costs therefor whether or not metered or billed directly from Landlord upon estimates of such costs made solely by Landlord.

ARTICLE XV

To insure faithful performance of the covenants, conditions and agreements herein contained, Tenant, at the expense of Tenant shall, before exercising any rights or privileges accorded hereunder, furnish a bond in form, kind and amount as determined and directed solely by the Comptroller for incorporation within this agreement as attachment thereto.

ARTICLE XVI

Tenant, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex or national origin, nor otherwise commit an unfair employment practice. Tenant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, religion, age, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment

advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Tenant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Tenant further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR, 1964-65 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967 3 CFR, 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1975, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1975, Ch. 29, Secs. 17 to 24 inclusive, July 21, 1961, Ill. Rev. Stat. 1975, Ch. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1975, Ch. 48, Secs., 881 to 887; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); and the provisions of 41 CFR Chapter 60.

To demonstrate compliance the Tenant and his Contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

ARTICLE XVII

Tenant, shall pay, or cause to be paid, wages not less than those determined to be prevailing for this locality pursuant to the provisions of 29 CFR, Parts 4 and 5, as amended, or as may otherwise have been determined to be prevailing in this locality pursuant to the provisions of Ch. 48, Secs. 39s-1 to 39s-12 inclusive, Ill. Rev. Stat. 1975, whichever is the greater.

ARTICLE XVIII

This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

ARTICLE XIX

Notices to the Landlord provided for herein may be sent by first class mail, postage prepaid, addressed to the Commissioner of Public Works of the City of Chicago, Room 406, City Hall, Chicago, Illinois 60602, and notices to Tenant provided for herein may be sent by first class mail, postage prepaid, addressed to Tenant at 4040 North Rockwell Street, Chicago, Illinois 60618.

Execution of this Agreement authorized by ordinance of the Council of the City of Chicago passed
_____ C.J.P. _____

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the day and year first above written.

[Signature forms omitted for printing purposes.]

PART II - SPECIAL CONDITIONS

1. Premises

Landlord grants to Tenant the exclusive privilege to use 200 feet, more or less, of the concrete dock and wharf area on the south bank of the Chicago River immediately adjacent to and east of the North Clark Street Bridge.

2. Purpose

Tenant shall use the premises to operate a sightseeing business and for no other purpose whatsoever.

3. Term

The term of this Agreement shall begin January 1, 1982, and terminate December 31, 1982, subject to cancellation at any time during said term by either party on ninety (90) days notice in writing.

4. Operations

A. Tenant agrees to charge rates only as may be approved from time to time by the Commissioner, it being understood that such approval will not be withheld if the proposed rates are reasonable. Landlord's determination of reasonable rates shall control.

B. Tenant shall use the concrete dock and wharf area to load and unload passengers via areas and stairways for the operating of sightseeing craft from the dock area and shall use these areas for the mooring of craft.

C. Tenant, or any and all persons in his employ or any other persons, is expressly forbidden to use public address systems or other mechanical or hand operated voice or power operated megaphones in solicitation of business or for entertainment purposes, including music reproductions or other reproductions, and shall not use or employ persons to "bark" or solicit business either on the leased dock area or from aboard craft or any area or location in the vicinity of the operating area or underway on craft.

D. Tenant shall have installed at his own expense a two-way shore communication system on all craft operated by Tenant including all craft that Tenant may operate on a temporary or substitute basis.

1. This system must be operating during and at any and all times when craft are underway with passengers or crew or guests on board, and
2. The pilot of each of said boats shall have full use and knowledge of how to use said two-way communication systems to the full satisfaction of the Commissioner, and
3. No person shall be in charge of any craft who does not have such full knowledge of the operation of the communications system.

E. Tenant shall advise the Commissioner in writing of the registration numbers of each of the craft used in their Charter business prior to placing said craft into service. This shall apply to all craft including those operated by Tenant on a temporary or substitute basis.

F. Tenant fully understands and agrees that Landlord does not warrant the docks, piers, quay walls and wharves to be safe for berthing or mooring vessels or for accepting and discharging passengers and assumes no responsibility as a wharfinger.

G. Tenant fully understands and agrees that by entering into this Agreement he waives and releases Landlord of and from all damages and claims on account of any existing conditions or any conditions that may hereafter develop at the berth or approaches to the berths, docks, piers, quay walls and wharves where the Tenant's vessels may be moored or berthed under the terms of this Agreement.

H. Tenant's operations shall be governed by orders, rules and regulations issued from time to time by the Commissioner's office, these orders, rules and regulations to include, but not be limited to, the areas in which Tenant's craft may operate.

I. The insurance required under Article VII hereof shall include, but not be limited to, an indemnification in the penal sum of \$1,000,000.00 indemnifying and saving harmless the City of Chicago against any and all claims for damages on account of injury to or death of any person or persons or damage to property resulting from operations under this lease. See special condition Eight (8) for insurance requirements.

5. Rental

A. Tenant agrees to pay Landlord for the privileges herein granted an annual rental of Six Thousand (\$6,000.00) Dollars payable as follows: The sum of One Thousand (\$1,000.00) Dollars in advance and the sum of Five Thousand (\$5,000.00) Dollars payable in equal monthly installments of One Thousand (\$1,000.00) Dollars on the first day of each and every month commencing on the first day of May and ending of the first day of September.

B. Upon execution of this Agreement, Tenant shall pay the advance rental sum at the offices of the Director of Administration, Room 600, 320 N. Clark Street, Chicago, Illinois 60602. Each monthly payment provided for hereinabove is also to be made at the said office.

6. Records

Tenant shall:

A. Maintain, in accordance with accepted accounting practice, during the term of this Agreement, and for one year after the termination or expiration thereof, and for a further period extending until the City Comptroller shall have given written consent to the disposal thereof, records and books of account recording all transactions at, through, or in any way connected with its operation. Upon request of the City Comptroller, such books of account and records shall be made available to the City Comptroller at a convenient location within the City of Chicago, Illinois.

B. Permit in the ordinary business hours during the term of this Agreement, and for any period thereafter during which such records shall be maintained in accordance with subparagraph 6A hereof, the examination and audit by the officers, employees, and representatives of Landlord of such records and books of account.

7. Definition

Any and all references to "Pier" or "Navy Pier" in this Agreement shall be interpreted to be a reference to the concrete dock and wharf area along the Chicago River.

8. Insurance

Lessor during the term of this lease shall provide and maintain at all times:

Comprehensive General Liability, Bodily Injury, Property Damage of \$25,000,000. This policy should cover completed operations and Product Liability, Broad form endorsement to cover host liquor and personal injury; blanket contractual and independent contractors.

Contingent Liquor Liability of \$100,000.

Worker's Compensation Coverage with a Longshoreman's and Harbor Workers Compensation Act Endorsement.

Hull and Protection Indemnify Coverage to cover debris removal.

All policies or endorsements thereto shall in all cases where possible name the City of Chicago as co-insured thereunder.

With the City to receive a Certificate of Insurance for said coverage prior to lease execution. Should any of the above described policies be cancelled before the expiration date, the Lessor

shall mail to Lessee at the address cited herein a copy of the cancellation notice within ten (10) days of receipt thereof.

—
Wendella Sightseeing Corporation.

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

SECTION 1. That the Commissioner of Public Works and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel are authorized to execute in behalf of the City of Chicago an agreement with Wendella Sightseeing Corporation, said agreement to be in substantially the following form:

This Agreement made this _____ day of _____ A.D. _____, between the City of Chicago, a municipal corporation of the State of Illinois, (hereinafter called "Landlord") and Wendella Sightseeing Corporation, a corporation organized and existing by virtue of the laws of the State of _____ (hereafter called "Tenant").

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, Foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier".

This Agreement shall consist of two parts:

Part I - General Conditions

Part II - Special Conditions Numbered 1 to 7

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other references, shall be implied or impressed upon such agreement that are not set forth herein at length.

PART 1 - GENERAL CONDITIONS

ARTICLE I

This agreement shall be subject and subordinate to:

(a) Any existing or future Federal/State Statute or any existing or future lease or agreement between Landlord and the United States or the State of Illinois, or political subdivisions thereof, relative to the development, construction, operation or maintenance of the Pier, the execution of which has been or may be required as a condition precedent to the expenditure of federal, state or other public funds for the development, construction, operation or maintenance of said Pier.

(b) The right of the Landlord to further develop, improve, maintain, modify and repair Pier, the facilities therein and the roadways and approaches thereto, as it sees fit, regardless of the desires or views of the Tenant and without interference or hindrance by the Tenant.

ARTICLE II

The Tenant shall not, without prior approval of Landlord, assign or transfer this agreement nor any share, part or interest therein, nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor unless otherwise expressly provided herein. Tenant further agrees that it shall not enter into any agreement of any nature, formal or informal, concerning other business activities at Pier, with any individual, partnership or corporation without prior approval of Landlord, it being understood that

the only activity that Tenant may conduct directly or indirectly, alone or through others, on, upon or from said Pier and facilities located thereon, be they demised to the others or under the control of Landlord, is as authorized under the terms of this agreement.

In the event of the issuance of this right or privilege to more than one individual or other legal entity (or to any combination thereof), then and in that event, each and every obligation or undertaking hereinstated to be fulfilled or performed by the Tenant shall be joint and several obligation of each such individual or other legal entity.

If Tenant is a corporation and if the control thereof changes at any time during the term hereof, then Landlord may, at its option, declare such change a breach of this agreement.

It is mutually understood and agreed that nothing contained in this agreement is intended, or shall be construed, as in any wise creating or establishing the relationship of co-partners or joint venturers between the parties hereto or as constituting the Tenant as the agent or representative of the Landlord for any purpose or in any manner whatsoever.

ARTICLE III

Tenant has examined the premises prior to, and as a condition precedent to, the execution hereof and is satisfied with the physical condition of said premises, and its taking possession thereof will be conclusive evidence of its receipt of said premises in a safe, sanitary and sightly condition and in good repair.

ARTICLE IV

Tenant shall not attach, affix, or permit to be attached or affixed upon the premises or if so attached or affixed, relocate, replace, alter or modify, without the consent in writing in each instance of the Commissioner of Public Works (hereinafter called "Commissioner") first had and obtained, any flags, placards, signs, poles, wires, aerials, antennae, improvements or fixtures. In connection therewith Commissioner may require submission of proposed designs, floor plans, construction plans, specifications and contract documents therefor and if then approved may incorporate all or part thereof within this agreement as attachments thereto.

ARTICLE V

Tenant at the expense of Tenant, shall keep the premises in a safe, sanitary and sightly condition and good repair and shall restore and yield the same back to Landlord upon the termination of this agreement in such condition and repair, ordinary wear and tear excepted, and if said premises shall not be so kept by Tenant, Landlord may enter the premises (without such entering causing or constituting a termination of the privilege or an interference with the possession of said premises by Tenant) and do all things necessary to restore such premises to the condition herein required, charging the cost and expense thereof to Tenant and Tenant agrees to pay Landlord, in addition to the rent and charges hereby reserved, all such costs and expenses.

ARTICLE VI

Tenant covenants and agrees to keep said premises and improvements situated thereat free and clear of any and all liens in any way arising out of the use thereof by Tenant.

In addition to the rent and charges hereinafter outlined, Tenant shall pay all fees, charges, license fees, and taxes of whatever nature, if necessary, as required by law or ordinance of the City of Chicago.

Tenant shall assume all risks incident to or in connection with the business to be conducted hereunder and shall be solely responsible for all accidents and injuries of whatever nature or kind to persons or property caused by its operations at said Pier and shall indemnify, defend and save

harmless the Landlord, its authorized agents and representatives, from any penalties for violation of any law, ordinance or regulation affecting its operations and from any and all claims, suits, losses, damages or injuries to persons or property of whatsoever kind or nature arising directly or indirectly out of the operation of such business, or resulting from the carelessness, negligence or improper conduct of the Landlord, Public Building Commission of Chicago, Tenant, or any of their agents or employees.

Landlord shall not be liable to Tenant for damage to property of Tenant or any loss of revenues to Tenant resulting from its act, omission or neglect in the maintenance and operation of the Pier facilities.

ARTICLE VII

Tenant at the expense of Tenant, shall keep in force during the term of this agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as determined and directed by the Comptroller of the City of Chicago (hereinafter called "Comptroller") for the protection of Landlord and/or Tenant. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller.

Said insurance may include, but need not be limited to, insurance coverages commonly known as, or similar in kind to, Public Liability, Products Liability, Property Damage, Fire and Extended Coverage, Workmen's Compensation, Scaffolding Act, and such other insurance coverage as deemed required in the sole determination of the Comptroller. All policies or endorsements, thereto shall in all cases where possible named Landlord as co-insured thereunder.

Upon approval by said Comptroller of all insurance required in the forms, kinds and amounts directed to be procured, Tenant shall deliver all policy originals or duplicate originals and endorsements thereto to the Comptroller for incorporation within this agreement as attachment thereto. In any event, Tenant is not to commence to exercise any of the rights and privileges granted under this agreement until such time as all insurance directed and required to be furnished by Tenant is in full force and effect.

Tenant expressly understands and agrees that any insurance protection furnished by Tenant hereunder shall in no way limit its responsibilities to indemnify and save harmless Landlord under the provisions of Article VI of this agreement.

ARTICLE VIII

In the event the premises or the building of which the premises are a part shall be damaged or destroyed by fire or other casualty the same may be promptly repaired or rebuilt by Landlord at its expense as soon as funds are available but Landlord shall not be obligated to repair, rebuild, restore, or replace any fixtures, equipment, displays or other property installed by Tenant or others pursuant to this agreement.

Provided, however, that Landlord may elect, at its sole option, not repair or reconstruct the premises or the building, of which the premises are a part, and upon written notice of such election from Landlord to Tenant the obligation of Tenant to pay rent shall cease and this agreement shall thereupon terminate.

ARTICLE IX

Landlord hereby grants to Tenant the right of access and ingress to and egress from the premises by Tenant and its employees, contractors, suppliers, servicemen, sublessees, guests, patrons and invitees, provided that such rights of access, ingress and egress are at all times exercised in conformance with the further provisions of this agreement and any and all regulations promulgated by Landlord or the Commissioner, or other lawful authority, for the care, operation, maintenance and protection of the Pier and the public.

Operations to be conducted by the Tenant under this agreement shall be done by the sole expense of the Tenant and shall be subject to general inspection by the Landlord to insure a continuing quality of services commensurate with the standards provided for in this agreement and to such other provisions of related agreements as may be pertinent as entered into between Landlord and others governing the use of and operations at the Pier.

Tenant does further covenant, promise and agree that said Tenant will not employ any person or persons in or about the premises or on the Pier who shall be objectionable to the Commissioner and if such persons shall be employed by Tenant, he, she, or they, shall be removed upon request of said Commissioner.

Tenant agrees to use its best efforts in every proper manner to maintain and develop the business conducted by it under this agreement and increase same and not to divert or cause, or allow, to be diverted, any business from Pier.

ARTICLE X

This agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring hereto, be filed in the office of the Recorder of Deeds of Cook County, Illinois, or in any other public office, by Tenant, or anyone acting for Tenant and that if the same be so filed, this agreement and each and every provision hereof, shall at the option of Landlord, be and become absolutely null and void and Landlord may declare such filing a breach of this agreement.

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If Tenant shall vacate or abandon the premises, or any part thereof, or permit the same to remain vacant or unoccupied, or in case of the nonpayment of the rent and charges reserved hereby or any part thereof, or of the breach of any covenant in this agreement contained, Tenant's right to the possession of the premises thereupon shall terminate, with or without any notice or demand whatsoever and the mere retention of possession thereafter by Tenant, shall constitute a forcible detainer of said premises, and if the Landlord so elects, but not otherwise, this agreement shall thereupon terminate and upon the termination of Tenant's right of possession, as aforesaid, whether this agreement be terminated or not, Tenant agrees to surrender possession of the premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the premises whatsoever, and Tenant hereby grants to Landlord full and free license to enter into and upon said premises, or any part thereof, to take possession thereof without process of law and to expel and remove Tenant or any other person who may be occupying the premises, or any part thereof and Landlord may use such force in and about expelling and removing Tenant and said other person as may reasonably be necessary and Landlord may repossess itself of the said premises as of its former estate, but said entry of said premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue hereof, nor a waiver of any covenant, agreement or promise in said agreement contained, to be performed by Tenant.

Tenant hereby waives all notice of any election made by Landlord under this agreement, demand for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever, of any and every nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to Landlord and Tenant, or any other statute, or by the common law during the terms of this agreement. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenant, or the giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of Landlord's right to act without notice or demand or of any other right hereby given Landlord, or as an election not to proceed under the provisions of this agreement.

If default be made in the payment of the rent, or other charges herein reserved, or of any installment thereof, as herein provided, Tenant does hereby irrevocably constitute any attorney of any Court

of Record in this State, attorney for it and in its name, from time to time, to waive the issuance of process and service thereof, to waive trial by jury, to confess judgment in favor of Landlord and against Tenant for the amount of rent which may be then due, by virtue of the terms hereof, or of any extensions or renewals hereof, or by virtue of any holdover after the termination hereof, and which may be default, as aforesaid, together with the costs of such proceedings and for said purposes to file in said cause his cognovit thereof, and to make an agreement in said cognovit, or elsewhere, waiving and releasing all errors which may intervene in any such proceeding and waiving and releasing all right of appeal and right to writ of error, and consenting to an immediate execution upon such judgment, and Tenant hereby confirms all that said attorney may lawfully do by virtue hereof. Landlord shall have a first lien on Tenant's interest hereunder, and on Tenant's property now or hereafter located in said premises, or elsewhere, to secure the payment of all moneys due hereunder, which lien may be foreclosed in equity and in case of any such foreclosure proceeding, a receiver shall be appointed to take possession of said premises and property and relet the premises under order of court.

The obligation of Tenant to pay the rent reserved hereby during the balance of the term hereof, or during any extension thereof, shall not be deemed to be waived, released or terminated, nor shall the right and power to confess judgment given in the preceding paragraph hereof be deemed to be waived or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment, or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Tenant's right to possession of the premises. The Landlord may collect and receive any rent due from Tenant and payment or receipts thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Landlord may have by virtue hereof.

Tenant shall pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by Landlord in enforcing the covenants and agreements of this agreement, whether by the institution of litigation or in the taking advice of counsel, or otherwise.

The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

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Tenant shall observe and comply with all laws, ordinance, rules and regulations of the United States Government, State of Illinois, County of Cook, City of Chicago and all agencies thereof which may be applicable to its operations or to the operation, management, maintenance or administration of the Pier, now in effect or hereafter promulgated.

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ARTICLE XV

To insure faithful performance of the covenants, conditions and agreements herein contained, Tenant, at the expense of Tenant shall, before exercising any rights or privileges accorded hereunder,

furnish a bond in form, kind and amount as determined and directed solely by the Comptroller for incorporation within this agreement as attached thereto.

ARTICLE XVI

Tenant, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, or national origin, nor otherwise commit an unfair employment practice. Tenant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, creed, color, religion, age, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Tenant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Tenant further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR, 1964-65 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 CFR, 1967, Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et. sub; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1975 Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1975, Ch. 29 Secs. 17 to 24 inclusive, July 21, 1961, Ill. Rev. Stat. 1975 Ch. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. State. 1975, Ch. 48, Secs. 881 to 887; and ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); and the provisions of 41 CFR Chapter 60.

To demonstrate compliance the Tenant and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

ARTICLE XVII

Tenant shall pay, or cause to paid, wages not less than those determined to be prevailing for this locality pursuant to the provisions of 29 CFR, Parts 4 and 5, as amended, or as may otherwise have been determined to be prevailing in this locality pursuant to the provisions of Ch. 48, Secs. 39s-1 to 39s-12 inclusive, Ill. Rev. Stat. 1975, whichever is the greater.

ARTICLE XVIII

This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

ARTICLE XIX

Notices to the Landlord provided for herein may be sent by first class mail, postage prepaid, addressed to the Commissioner of Public Works of the City of Chicago, Room 406, City Hall, Chicago, Illinois 60602, and notices to Tenant provided for herein may be sent by first class mail, postage prepaid, addressed to Tenant at 2711 West Gregory Avenue, Chicago, Il 60625.

Execution of the agreement authorized by ordinance of the Council of the City of Chicago passed
C.J.P. _____

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the day and year first above written.

[Signature forms omitted for printing purposes.]

PART II - SPECIAL CONDITIONS

1. Premises

Landlord grants to Tenant the exclusive privilege to use 140 feet, more or less, of the concrete dock and wharf area on the North bank of the Chicago River immediately adjacent to and West of the North Michigan Avenue Bridge and the 60 feet, more or less, of the concrete dock and wharf area on the North bank of the Chicago River at the foot of North Rush street.

2. Purpose

Tenant shall use the premises to operate a sightseeing business and for no other purpose whatsoever.

3. Term

The term of this Agreement shall begin January 1, 1982, and terminate December 31, 1982, subject to cancellation at any time during said term by either party on ninety (90) days notice in writing.

4. Operations

A. Tenant agrees to charge rates only as may be approved from time to time by the Commissioner, it being understood that such approval will not be withheld if the proposed rates are reasonable. Landlord's determination of reasonable rates shall control.

B. Tenant shall use the concrete dock and wharf area to load and unload passengers via areas and stairways for the operating of sightseeing craft from the dock area and shall use these areas for the mooring of craft.

C. Tenant, or any and all persons in his employ or any other persons, is expressly forbidden to use public address systems or other mechanical or hand operated voice or power operated megaphones in solicitation of business or for entertainment purposes, including music reproductions, and shall not use or employ persons to "bark" or solicit business either on the leased dock area or from aboard craft or any area or location in the vicinity of the operating area or underway on craft.

D. Tenant shall have installed at his own expense a two-way shore communication system on all craft operated by Tenant including all craft that tenant may operate on a temporary or substitute basis.

- (1) This system must be operating during and at any and all times when craft are underway with passengers or crew or guests on board, and
- (2) The pilot of each of said boats shall have full use and knowledge of how to use said two-way communication systems to the full satisfaction of the Commissioner, and
- (3) No person shall be in charge of any craft who does not have such full knowledge of the operation of the communication system.

E. Tenant shall advise the Commissioner in writing of the registration numbers of each of the craft used in their Charter business prior to placing said craft into service. This shall apply to all craft including those operated by Tenant on a temporary or substitute basis.

F. Tenant fully understands and agrees that Landlord does not warrant the docks, piers, quay walls and wharves to be safe for berthing or mooring vessels or for accepting and discharging passengers and assumes no responsibility as a wharfinger.

G. Tenant fully understands and agrees that by entering into this Agreement he waives and releases Landlord of and from all damages and claims on account of any existing conditions or any conditions that may hereafter develop at the berth or approaches to the berths, docks, piers, quay walls and wharves where the Tenant's vessels may be moored or berthed under the terms of this Agreement.

H. Tenant's operations shall be governed by orders, rules and regulations issued from time to time by the Commissioner's office, these orders, rules and regulations to include, but not be limited to, the areas in which Tenant's craft may operate.

I. The insurance required under Article VII hereof shall include, but not be limited to, an indemnification in the penal sum of \$1,000,000.00 indemnifying and saving harmless the City of Chicago against any and all claims for damages on account of injury to or death of any person or persons or damages to property resulting from operations under this lease. See special condition Eight (8) for insurance requirements.

5. Rental

A. Tenant agrees to pay Landlord for the privileges herein granted rental as follows:

- (1) For the year 1982, the sum of Seventeen Thousand Seven Hundred and Fifty Dollars (\$17,750.00) payable as follows:

Two Thousand Seven Hundred and Fifty Dollars (\$2,750.00) in advance, and the sum of Fifteen Thousand Dollars (\$15,000.00) payable in equal monthly installments of Three Thousand Dollars (\$3,000.00) on the first day of each month commencing on the first day of May and ending on the first day of September.

B. Upon execution of this Agreement, Tenant shall pay the advance rental sum for 1982 at the offices of the Director of Administration, Room 600, No. 320 N. Clark Street, Chicago, IL., 60610. All additional payments for hereinabove are to be made at the office of the Department of Revenue, Room 107, City Hall, Chicago, IL 60602.

6. Records

Tenant shall:

A. Maintain, in accordance with accepted accounting practice, during the term of this Agreement, and for one year after the termination or expiration thereof, and for a further period extending until the City Comptroller shall give written consent to the disposal thereof, records and books of account reading all transactions at, through, or in any way connected with its operation. Upon request from the City Comptroller, such books and account and records shall be made available to the City Comptroller at a convenient location within the City of Chicago, Illinois.

B. Permit in ordinary business hours during the term of this Agreement, and for any period thereafter during which such records shall be maintained in accordance with subparagraph 6A hereof, the examination and audit by the officers, employees, and representatives of Landlord of such records and books of account.

7. Definition

Any and all references to "Pier" in this Agreement shall be interpreted to be a reference to the concrete dock and wharf area along the Chicago River.

8. Insurance

Lessor during the term of this lease shall provide and maintain at all times:

Comprehensive General Liability, Bodily Injury, Property Damage of \$25,000,000. This policy should cover completed operations and Product Liability, Broad form endorsement to cover host liquor and personal injury; blanket contractual and independent contractors.

Contingent Liquor Liability of \$100,000.

Worker's Compensation Coverage with a Longshoreman's and Harbor Workers Compensation Act Endorsement.

Hull and Protection Indemnify Coverage to cover debris removal.

All policies or endorsements thereto shall in all cases where possible name the City of Chicago as co-insured thereunder.

With the City to receive a Certificate of Insurance for said coverage prior to lease execution. Should any of the above described policies be cancelled before the expiration date, the lessor shall mail to lessee at the address cited herein a copy of the cancellation notice written within ten (10) days of receipt thereof.

**Lease Agreement Authorized Between City and Midway Airlines, Inc.
for use of Hanger Space at Chicago Midway Airport.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith, to authorize lease agreement with Midway Airlines, Inc. for hanger facilities at Chicago Midway Airport.

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

Yeas--Aldermen Roti, Barnett, Kenner, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Davis, Hagopian, Martinez, Gabinski, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Clewis, Axelrod, Schultzer, Volini, Orr, Stone--41.

Nays--None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor, subject to attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute in behalf of the City of Chicago an agreement between Midway Airlines, Inc. and the City of Chicago for certain premises at Chicago Midway Airport, said agreement to be in the following form:

[Agreement printed on pages 14475 through 14494 of this Journal.]

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

**Execution of an Agreement Authorized Between State and City for
Rehabilitation of California Av. Between
Pershing Rd. and 26th St.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith, authorizing the execution of an agreement between the State and the City for rehabilitation on California Avenue between Pershing Road and 26th Street in the amount of \$1,659,000.00.

(Continued on page 14495)

LEASE OF HANGAR FACILITIES

THIS LEASE, made and entered into as of this _____ day of _____, 1982, by and between the CITY OF CHICAGO, a municipal corporation of the State of Illinois (hereinafter referred to as "City"), and MIDWAY AIRLINES, INC., a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter referred to as "Airline"):

W I T N E S S E T H:

WHEREAS, City owns and operates the airport known as Chicago Midway Airport (a plat of said airport being attached hereto as Exhibit A and by this reference made a part hereof), situated in the County of Cook, State of Illinois (hereinafter, together with any additions thereto or enlargements thereof, whether or not made with corporate funds of City, Government Grants in Aid, or any other funds of any nature whatsoever, referred to as the "Airport"), with the power to lease premises and facilities and to grant rights and privileges with respect thereto, all as hereinafter provided; and

WHEREAS, Airline is engaged in the business of air transportation and desires to lease hangar and other facilities at the Airport and to obtain certain rights and privileges with respect thereto, all as hereinafter provided; and

WHEREAS, City is willing to lease such space and to grant rights and privileges with respect thereto to Airline, upon the terms and conditions hereinafter provided;

NOW, THEREFORE, for and in consideration of the premises (which are incorporated into the body of this lease as fully as if they were set forth therein) and of the mutual covenants and agreements herein contained, and other valuable considerations, the parties hereto covenant and agree as follows:

ARTICLE I

PREMISES

Section 1.01. - Lease of Premises. City does hereby lease to Airline, and Airline does hereby lease from City the demised premises as follows:

Parcel N-11:

A parcel of land totaling approximately 273,150 square feet, comprising the primary hangar site, ramp area, and fuel farm as designated on Exhibit B attached hereto and by this reference made a part hereof;

A Portion of Parcel N-10:

A parcel of land totaling approximately 12,600 square feet comprising the easternmost 30 lineal feet (west to east) of Parcel N-10 and containing the westernmost 30 feet of the employees parking lot, all as designated on Exhibit B attached hereto and by this reference made a part hereof;

together with the facilities, improvements and structures thereon, on the terms provided in this Lease of Hangar Facilities.

Section 1.02. - Expansion Property.

- (a) Lease Rights. - City further agrees to lease to Airline at any time during the term of this lease the expansion property described as follows:

Parcel N-9 and the Remaining Portion of Parcel N-10:

N-9: a parcel of land of approximately 63,000 square feet; and

The remaining portion of N-10: a parcel of land of approximately 71,400 square feet, comprising the westernmost 170 lineal feet (east to west) of Parcel N-10 as designated in Exhibit B attached hereto and by this reference made a part hereof;

Parcel N - 12:

A parcel of land of approximately 51,200 square feet, in a triangular configuration, as designated on Exhibit B attached hereto and by this reference made a part hereof.

Airline may lease either or both parcels of said property expansion at any time hereafter by a written notice to the Commissioner of Aviation to assume responsibility for the rental thereof. The expansion property as designated in any such notice shall become a part of the demised premises on the effective date of such notice.

- (b) Right of First Refusal. - The City agrees that in the event it receives a bona fide offer from a third party during the term of this lease to lease either Parcel N-9 and the remaining Portion of N-10 or N-12, it will not enter into any lease with respect thereto until it has given the Airline written notice of the City's intent to accept said offer to lease and an opportunity for a period of sixty (60) days to lease the property covered by said offer at the same rental and on the same terms and conditions set forth in said offer.

Section 1.03. - Verification of Square Footages. Airline has presented the City with a survey (the "Survey") by National Survey Service, Inc., revised November 16, 1982. The parties intend that Parcels 1, 2, 3 and 3A as shown on the survey shall be the demised premises, except that the southerly 52.5 feet of Parcels 1, 2, and 3A have been excluded from the demised premises and the southeasterly boundary of Parcel 1 and 4A has been realigned to a location 250 feet distant from the centerline of Runway 22R-4L instead of 300 feet distant therefrom. The parties intend that Parcels 4 and 4A as shown on the Survey shall be the expansion property. The legal descriptions in Sections 1.01 and 1.02 are a preliminary effort to describe the demised premises and the expansion property with the "N" series parcel descriptions as shown on the Chicago Midway Airport Future Airport Layout Plan, 2 of 12 (drawings) by Landrum & Brown and dated July 1982 and a preliminary attempt to calculate the revised square footage of the demised premises and expansion property based on the two above described revisions to Parcels 1, 2, 3, 3A, 4, and 4A as shown on the Survey. The number of square feet determined as comprising the areas of the various parcels numbered hereinabove are subject to any final adjustment in boundaries which may have to be made to comply with current guidelines of the Federal Aviation Administration and are subject also to verification by a new Survey (the "New Survey") of the various parcels following execution of this lease. The demised premises and the expansion area shall be as set forth in the New Survey, and a copy of the New Survey shall be attached to this lease as Exhibit C and by reference made a part hereof. The rentals set forth in Article III hereof shall be adjusted based on the actual square footage as shown on the New Survey or based on any revision of the boundary to comply with F.A.A. requirements with respect to the demised premises as may be mandated from time to time during the term of this lease.

Section 1.04. - Use of Premises. Airline is hereby granted the use of the demised premises, subject to the terms and provisions hereof and to rules and regulations promulgated by City for any and all purposes reasonably necessary or convenient in connection with the conduct by Airline of air transportation, including, without limitation, the following:

- (a) the repairing, maintenance, conditioning, testing, parking, moving and storage of aircraft and other equipment operated by Airline;
- (b) the loading and unloading of persons, property, cargo and mail upon or from aircraft operated by Airline; provided, however, such loading and unloading shall not be so conducted as to constitute use of the demised premises as a substitute for normal passenger terminal area operations;
- (c) the servicing of aircraft operated by Airline and other equipment operated by Airline with gasoline, oil, greases, lubricants and other fuel or propellant, and with foods, beverages and other supplies and materials;
- (d) the training of personnel in its employ or under its direction and the personnel of other air carriers having training contracts with Airline;
- (e) the maintenance and operation of facilities and equipment for storage, handling and dispensing of gasoline, oil, greases, lubricants and other fuels or propellants, and of foods, beverages, and any other supplies and material shall be subject to the approval of the Commissioner of Aviation, provided, however, that such uses shall be conducted in compliance with applicable safety requirements, which shall from time to time be subject to review and approval by the City;

- (f) the maintenance and operation of communication, meteorological and aerial navigation facilities and equipment, provided, the exercise of such right does not interfere with City's operation of the Airport for the benefit of all aircraft using the Airport;
- (g) the maintenance and operation of a private cafeteria, restaurant and other food and beverage preparing and dispensing facilities and equipment for the purpose of preparing and serving foods and beverages for consumption by Airline's employees and invitees and for consumption on aircraft operated by Airlines; provided, however, that nothing contained in this subparagraph (g) shall be deemed to give Airline the right to maintain or operate a public cafeteria, restaurant or other food and beverage preparing and dispensing facilities and equipment for the purpose of selling food or beverage to the public as a caterer or otherwise;
- (h) the maintenance and operation of automobile parking areas on the demised premises for the parking of automobiles by Airline's employees and invitees;
- (i) the maintenance and operation of reservations offices, administrative offices and operations offices;
- (j) the sale, disposal or exchange of Airline's aircraft, engines, accessories, gasoline, oil, greases, lubricants, other fuel or propellant, other equipment or supplies, and any articles or goods used by or acquired for use by Airline in connection with its conduct of air transportation; provided, however, that Airline shall not sell, dispose of or exchange any such items to others than its employees or scheduled air transportation operators, unless such items represent surplus items at the time no longer reasonably necessary in connection with the conduct by Airline of its air transportation business; and provided further, that Airline shall not sell, dispose of or exchange gasoline, oil, greases, lubricants, fuel or propellants, except to a subsidiary or affiliated company or to other scheduled air transportation companies;
- (k) the purchase or otherwise obtaining and using of property of any nature, reasonably necessary or convenient for its operations, from any supplier of its choice; and
- (l) the maintenance and operation of the demised premises, hangar buildings, facilities and equipment and the carrying on of activities reasonably necessary or convenient in connection with the foregoing;

provided, however, that the foregoing shall not permit the conduct by Airline of any business other than the operation of an air transportation system and activities incidental thereto.

Section 1.05. - Ingress and Egress. Subject to rules and regulations promulgated by City, Airline shall have the right and privilege of adequate access and ingress to and egress from the demised premises for Airline, its employees, agents, passengers, guests, patrons and invitees, its or their suppliers of materials and furnishers of service, and its or their aircraft, equipment, vehicles, machinery and other property. Except as herein otherwise specifically provided, no

charges, fees or tolls of any nature, direct or indirect, shall be imposed by City upon Airline, its employees, agents, passengers, guests, patrons and invitees, its or their suppliers of materials and furnishers of service, for such right of ingress and egress, or for the privilege of purchasing, selling or using any materials or services purchased or otherwise obtained by Airline, or transporting, loading, unloading or handling persons, property, cargo, or mail in connection with Airline's business or exercising any right or privileges granted by City hereunder. The foregoing shall not preclude City or its concessionaire from making and collecting a charge for the use of public automobile parking areas, sightseeing facilities or ground transportation to or from the Airport furnished by City or its concessionaires, or preclude City from imposing any tax, permit or license fee not inconsistent with the rights and privileges granted to Airline hereunder.

Section 1.06. - Subleases. Airline shall not sublease any part or parcel of the demised premises or permit the use or occupancy of any part or parcel of the demised premises except upon the prior written approval of, and subject to such other terms and conditions as may be imposed by the Commissioner of Aviation and the City Council, in each instance. The parties acknowledge that Airline may from time to time need to sublease a portion of the demised premises. Each sublessee shall abide by the terms hereof governing the use and occupancy of the demised premises. The premises may not be subleased other than to a party or parties engaged in aviation related activities.

Section 1.07. - Quiet Employment. City agrees that Airline, performing its obligations hereunder, shall be entitled to and shall have the quiet possession and enjoyment of the demised premises, and the rights and privileges leased to it hereunder, subject, however, to the provisions hereof.

ARTICLE II

TERM

The initial term of this lease shall be for a period commencing on January 1, 1983, and terminating on December 31, 1992. Airline shall have an option to renew this lease for an additional ten (10) years by a written declaration of its intention so to renew, delivered to the Commissioner of Aviation by registered or certified mail within a period of not more than two years nor less than nine months prior to December 31, 1992.

ARTICLE III

RENTAL

Section 3.01. - Payment of Rental. Airline shall, on or before the first day of each calendar month during the term of this lease, pay to City, at the office of the City Comptroller, a monthly rental, in advance, which will be one twelfth (1/12) of the annual rents set forth below.

Section 3.02. - Initial Period. The rents for the period from January 1, 1983 through December 31, 1988 shall be as follows:

Parcel N-11 and N-10 as described in Section 1.01:

288,800 square feet @ 20¢ per square foot per year...	\$57,760.00
Plus hangar rental of	99,840.00
	<u>\$157,600.00</u>

Less amortization of improvements credit.....	\$120,500.00
	<u>\$37,100.00</u>

Expansion Property.

\$0.25 per square foot per year from the effective date of the notice provided to City pursuant to Section 1.02 (a).

Section 3.03. - Balance of Initial Term. The rents for the period January 1, 1989 through December 31, 1992 shall be as follows:

Parcels N-11 and N-10 as described in Section 1.01.

288,800 square feet @ \$0.30 per square foot per year ..	\$86,640.00
Plus hangar rental of	99,840.00
	<u>\$186,480.00</u>
Less amortization of improvements credit	120,500.00
	<u>\$65,980.00</u>

Expansion Property.

\$0.30 per square foot per year from the later of January 1, 1989 or the effective date of the notice provided to City pursuant to Section 1.02 (a).

Section 3.04. - Initial Period of Option Period. The rents for the period from January 1, 1993 through December 31, 1997 shall be as follows:

Parcels N-11 and N-10 as described in Section 1.01:

288,800 square feet @ \$0.35 per square foot per year ..	\$101,080.00
Plus hangar rental of	99,840.00
	<u>\$200,920.00</u>
Less amortization of improvements credit	120,500.00
	<u>\$80,420.00</u>

Expansion Property.

\$0.35 per square foot per year from the later of January 1, 1993 or the effective date of the notice provided to City pursuant to Section 1.02 (a).

Section 3.05. - Balance of Option Period. The rents for the period from January 1, 1998 through December 31, 2002, shall be as follows:

Parcels N-11 and N-10 as described in Section 1.01:

288,800 square feet @ \$0.40 per square foot per year ..	\$115,520.00
Plus hangar rental of	99,840.00
	<u>\$215,360.00</u>
Less amortization of improvements credit	120,500.00
	<u>\$94,860.00</u>

Expansion Property.

\$0.40 per square foot per year from the later of January 1, 1998 or the effective date of the notice provided to City pursuant to Section 1.02 (a).

Section 3.06. - Prorations. Notwithstanding the foregoing, if any rental commences otherwise than as of the first day of any month or terminates prior to the last day of any month, rental for such month shall be determined on a pro rata basis according to the number of days of such month involved, and any required payment or refund for such month shall be made as promptly as practicable.

Section 3.07. - Assessments. Airline shall pay, in addition to the rents above specified, all water rates, taxes and assessments, general and special, lawfully levied or assessed upon the demised premises, or any part thereof, or upon any buildings or improvements at any time situated thereon, or lawfully levied or assessed upon the leasehold interest created hereby, during the term of this lease.

ARTICLE IV

CONSTRUCTION, MAINTENANCE AND REPAIR

Section 4.01. - Construction, Maintenance and Repair by Airline. Airline may construct or install on the demised premises, at its own expense, any buildings, improvements, (including pavements), facilities and equipment, and any additions thereto, reasonably necessary or convenient in connection with any use, permitted under the provisions of this lease, by Airline

of the demised premises. All such construction or installation shall be made after obtaining any requisite building or construction licenses or permits. Plans and specifications of any such proposed construction or installation (including any substantial alteration or addition thereto) shall be submitted to and receive the approval of the Commissioner of Aviation and the Commissioner of Public Works prior to the commencement of construction. Any advertising signs installed by Airline shall be limited to those which advertise air transportation, and the number, general type, size, design and location of such signs shall be subject to the approval of the Commissioner of Aviation.

Airline shall keep and maintain all buildings, improvements and facilities and additions thereto constructed or installed by it on the demised premises in good condition and repair, reasonable wear and tear excepted. No restrictions shall be placed on Airline as to the architects, builders or contractors who may be employed by it in connection with any construction, installation, alteration, repair or maintenance of any such buildings, improvements, facilities and additions.

Notwithstanding the foregoing, Airline shall keep the demised premises and all construction and installations made thereon by Airline in a sanitary and sightly condition, and shall comply with all health and safety requirements applicable thereto.

Section 4.02. - Lighting. Airline shall illuminate the apron in front of each hangar building on the demised premises with flood lights and shall place and maintain at all times red obstruction lights on the highest point and on each corner of each building on the demised premises and on the highest point of each smoke stack, pole, aerial and antenna on the demised premises. The obstruction light fixtures shall be of a dual type and the lights shall be kept burning at Airline's expense from dusk to dawn and during periods of restricted visibility.

Section 4.03. - Covenant Against Liens. Airline shall keep the demised premises and the buildings, improvements and facilities constructed thereon free and clear of any and all liens in any way arising out of the construction, improvement or use thereof by Airline, provided, however, that Airline may in good faith contest the validity of any lien. In the event of the filing of any lien against the demised premises as a result of any act of Airline, Airline shall promptly provide City with evidence satisfactory to City that such contest shall prevent the perfection of any such lien.

Section 4.04. - Performance by City upon Failure of Airline to Maintain. In the event Airline fails to perform for a period of thirty (30) days after notice from City so to do, any obligation required by this Article IV to be performed by Airline, City may enter the premises involved (without such entering causing or constituting a termination of this lease or an interference with the possession of said premises by Airline) and do all things necessary to perform such obligation, charging to Airline the cost and expense thereof and Airline agrees to pay City such charge in addition to any other amounts payable by Airline hereunder; provided, however, that if Airline's failure to perform any such obligation endangers the safety of the public or of employees of City, and City so states in its notice to Airline, City may perform such obligation of Airline at any time after the giving of such notice and charge to Airline, and Airline shall pay, as aforesaid, the cost and expense of such performance.

Section 4.05. - Access by City. Airline shall allow City, its officers, agents or employees, free access to the demised premises for the purpose of examining the same to ascertain if Airline is performing its obligations hereunder with respect thereto.

Section 4.06. - Maintenance by City. City shall maintain and keep in good condition and repair (including the removal of snow, vegetation, stones and other foreign matter, as reasonably as may be done) the ingress and egress routes serving the demised premises.

Section 4.07. - Performance by Airline upon Failure of City to Maintain. In the event City fails to perform, for a period of thirty (30) days after notice from Airline so to do, any obligation required under Section 4.06 immediately hereinabove, Airline may perform such obligation of City and deduct the cost to Airline of such performance from any amounts due hereunder or otherwise from Airline to City; provided, however, that if City's failure to perform any such obligation endangers the safety of Airline's operations at the Airport and Airline so states in its notice to City, Airline may perform such obligation of City at any time after the giving of such notice and deduct, as aforesaid, its cost of such performance. City, however, shall not be liable to Airline for any loss of revenue to Airline resulting from any of City's acts, omissions or neglect in the maintenance and operation by it of the Airport or any facilities now or hereafter connected therewith.

ARTICLE V

EQUAL OPPORTUNITY, NON-DISCRIMINATION, AFFIRMATIVE ACTION

Section 5.01. - Equal Opportunity. Airline, in performing under this lease, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, or national origin. Such action shall include, but not be limited to, the following, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Airline agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Airline further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors, and all labor organizations, furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this lease.

Airline will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, religion, age, sex, or national origin. Such action shall include, but not be limited to the following, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Attention is called to Executive Order 11246, issued September 24, 1965, 3 C. F.R., 1964-1965 Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, 42 U.S.C. Section 2000d, et seq.; The Age Discrimination Act of 1975, 42 U.S.C. Section 6101, et seq.; and all amendments to those statutes and executive orders and regulations of the United States Departments of Labor, Transportation, and Health, Education, and Welfare and most particularly Department of Transportation, Title 49, Code of Federal Regulations, Part 21; to the State Acts approved July 26, 1967, Ill. Rev. Stat., Ch. 48, Sections 881-887 inclusive; July 28, 1961, Ill. Rev. Stat., Ch. 38, Sections 13-1 to 13-4 inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 48, Sections 851 to 856 inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29, Sections 17 to 24 inclusive (all 1977); and to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Journal of Council Proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198. 7A.

To demonstrate compliance, Airline and its contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

Section 5.02. - Non-Discrimination In The Use Of The Premises. This lease involves the construction or use of, or access to, space on, over, or under real property acquired, or improved under the Airport Development Aid Program of the Federal Aviation Administration, and thereby involves activity which serves the public.

Airline, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of said facilities (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination, and (3) that Airline shall use the premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation Regulations.

In the event of the breach of any of the above non-discrimination covenants, City shall have the right to terminate this lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

Section 5.03. - Prohibition Against Exclusive Rights. It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide at the Airport aeronautical services to the public as prohibited by Section 308 (a) of the Federal Aviation Act of 1958, as amended, and the City reserves the right to grant to others at the Airport the privilege and right of conducting any one or all activities of an aeronautical nature.

Section 5.04. - Non-Discrimination In Furnishing Services. As an additional requirement pursuant to federal regulations, Airline agrees to furnish services on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit of services; provided, that the Airline may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

Section 5.05. - Affirmative Action. Airline assures that it will undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. Airline assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Airline assures that it will require that its covered suborganizations provide assurances to Airline that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 C.F.R. Part 152, Subpart E, to the same effect.

ARTICLE VI

INDEMNITY, INSURANCE, DAMAGE OR DESTRUCTION

Airline agrees to indemnify, defend and hold City harmless from and against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to be claimed or recovered from City by reason or on account of damage to the property of City or the property of, injury to or death of any person, arising from Airline's use and occupancy of and operations at the Airport, including acts of its agents, contractors and subcontractors; provided that City shall give Airline prompt and timely notice of any claim made or suit instituted which, in any way, affects Airline or its insurer, and Airline or its insurer shall have the right to compromise and defend the same to the extent of their own interests. Any final judgment rendered against the City for any cause for which Airline is liable hereunder shall be conclusive against Airline as to liability and amount.

Airline shall, at its own expense, keep in force insurance upon buildings and improvements which are of a character customarily insured and which are at any time located on the demised premises or constructed or installed by Airline, pursuant to any right granted to it hereunder, on any area off the demised premises. Such insurance shall (a) be issued by a company or companies of sound and adequate financial responsibility, (b) name City and Airline as insureds thereunder as their respective interests may appear, (c) be in an amount equal to ninety percent (90%) of the insurable value of such buildings and improvements as approved by the City Comptroller and Commissioner of Aviation, and (d) cover such hazards as are insured against by fire and extended coverage insurance of the character customarily in force at the time in the area of Chicago, Illinois, upon buildings and improvements of similar character, and such other hazards as would normally be insured against under similar circumstances by a reasonably prudent owner of such buildings and improvements. Airline shall furnish to City certificates evidencing such insurance for approval by the City Comptroller and the Commissioner of Aviation.

Should any building or improvements located on the demised premises or constructed or installed by Airline, pursuant to any right granted to it hereunder, be damaged or destroyed. Airline shall, with due diligence, use insurance proceeds or, if such proceeds are insufficient, due solely to Airline's failure to maintain insurance required by this ARTICLE VI, its own funds for the repair of such damage or destruction to a safe and sightly condition. Such repairs shall conform, insofar as practicable, with the original plans and specifications of such damaged or destroyed building or improvement, or such other plans and specifications for such repairs as may be approved by the Commissioner of Aviation and the Commissioner of Public Works. In the event the damage or destruction is not capable of being repaired. Airline may, by notice to City given within 60 days after such damage or destruction, elect not to repair the same and in such event, Airline shall cause such building or improvement to be demolished to the ground level and the debris removed, using any insurance proceeds for such purpose. Any insurance proceeds shall be made available to Airline for such repair or such demolition and removal. Any balance of such insurance proceeds, remaining after such repair or demolition and removal, shall be divided between City and Airline, and shall be made available to them, as their respective interests may appear. In the event Airline shall, in accordance with the foregoing provisions, give notice to City of Airline's election not to repair any damage or destruction not capable of being repaired as aforesaid, then Airline may at the same time and by further notice to City elect to terminate this lease on the date of giving such notice, which termination, however, shall not affect the rights and obligations of City and Airline under this paragraph.

ARTICLE VII

RULES AND REGULATIONS

Airline shall observe and obey all lawful rules and regulations governing the conduct and operation of the Airport, promulgated from time to time by City, which are reasonably required for the prudent and efficient operation of the Airport and are not inconsistent with reasonable exercise by Airline of any right or privilege granted to it hereunder or under any other agreement between Airline and City relating to the Airport or any part thereof, nor inconsistent with safety nor with the rules and regulations of any Federal or State agency having jurisdiction with respect thereto, nor inconsistent with the procedures prescribed or approved from time to time by the Federal Aviation Administration or any other governmental authority having jurisdiction over flight operations at the Airport.

City shall keep Airline supplied with five (5) sets of City's current Airport rules and regulations applicable to Airline. Except in cases of emergency, no such rule or regulation shall be applicable to Airline unless it has been given fifteen (15) days notice of the adoption thereof.

City, however, shall have no control over the rates, fares or charges that Airline may prescribe in connection with its conduct of an air transportation business.

ARTICLE VIII

EXERCISE BY CITY OF GOVERNMENTAL FUNCTIONS

Nothing contained herein shall impair the right of City in the exercise of its governmental functions to require Airline to pay any tax or inspection fees or to procure necessary permits or licenses, provided such requirement is not inconsistent with the rights and privileges granted to Airline hereunder.

Nothing contained herein shall be deemed to be the grant of any franchise, license, permit or consent to Airline to operate motor coaches, buses, taxicabs or other vehicles carrying passengers or property for hire or other consideration over the public ways to and from the Airport.

ARTICLE IX

TERMINATION BY CITY

City may terminate this lease by giving Airline sixty (60) days advance notice upon or after the happening and during the continuance of any one of the following events:

- (a) The filing by Airline of a voluntary petition in bankruptcy. In such event, City shall have the right to file a claim as a creditor and the amounts due and to become due, under the terms of this lease, shall be accelerated and become due and payable.
- (b) The institution of proceedings in bankruptcy against Airline and the final adjudication of Airline as a bankrupt pursuant to such proceedings.
- (c) The taking by a court of competent jurisdiction for a period of sixty (60) days of all or substantially all of Airline's assets pursuant to proceedings brought under the provisions of any Federal reorganization act.
- (d) The appointment of a receiver of all or substantially all of Airline's assets and Airline's failure to vacate such appointment within sixty (60) days thereafter.
- (e) The assignment by Airline of all or substantially all its assets for the benefit of its creditors.
- (f) The abandonment by Airline of its conduct of air transportation at the Airport.
- (g) The default by Airline in the performance of any covenant or agreement required to be performed by Airline herein and the failure of Airline to remedy such default, or to take prompt action to remedy such default, within a period of sixty (60) days after receipt from City of notice to remedy the same.
- (h) The failure or refusal of the Federal Aviation Administration to approve all weather operations into and from the Airport of aircraft operated by Airline in scheduled air transportation and using facilities similar to those at the Airport and the continuance thereof for a period of at least sixty (60) days.
- (i) The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport or any part thereof so as to substantially affect Airline's use of the Airport in its conduct of an air transportation system and the remaining in force of such injunction, not stayed by way of appeal or otherwise, for a period of at least sixty (60) days.

- (j) The issuance of any order, rule or regulation or the taking of any action by the Civil Aeronautics Board or the Federal Aviation Administration or other competent government authority, or the occurrence of any fire, other casualty, act of God or the public enemy, causing the substantial cessation for a period of at least sixty (60) days, of Airline's use of the Airport in its conduct of an air transportation system.

No waiver of City of default of any of the terms, covenants or conditions hereof to be performed, kept and observed by Airline shall be construed to be or act as a waiver of any subsequent default of any of such terms, covenants and conditions.

ARTICLE X

TERMINATION BY AIRLINE

Airline may terminate this lease and any or all of its obligations hereunder at any time that Airline is not in default in the payment of any amount due from it to City hereunder by giving City sixty (60) days advance notice upon or after the happening and during the continuance of any one of the following events:

- (a) The failure or refusal of the Federal Aviation Administration to approve all weather operations into and from the Airport of aircraft operated by Airline in scheduled air transportation using facilities similar to those at the Airport and the continuance thereof for a period of at least sixty (60) days.
- (b) The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport or any part thereof so as to substantially affect Airline's use of the Airport in its conduct of an air transportation system and the remaining in force of such injunction, not stayed by way of appeal or otherwise, for a period of at least sixty (60) days.
- (c) The issuance of any order, rule and regulation or the taking of any action by the Civil Aeronautics Board or the Federal Aviation Administration or other competent government authority, or the occurrence of any fire, other casualty, act of God or the public enemy, substantially affecting, for a period of at least sixty (60) days, Airline's use of the demised premises in its conduct of an air transportation system; provided, however, that none of the foregoing is due to any fault of Airline.
- (d) The default by City in the performance of any covenant or agreement required to be performed by City herein or in any other agreement between City and Airline relating to the Airport or any part thereof, and the failure of City to remedy such default, or to take prompt action to remedy such default, within a period of sixty (60) days after receipt from Airline of notice to remedy the same.
- (e) The substantial restriction of City's operation of the Airport by action of the Federal Government, or any department or agency thereof, under its wartime or emergency powers, or by action of the State of Illinois, or any department or agency thereof, and continuance thereof for a period of not less than sixty (60) days, provided such restriction adversely affects Airline's operations at the Airport.

No waiver by Airline of default of any of the terms, covenants or conditions hereof, or of any other agreement between City and Airline relating to the Airport or any part thereof, to be performed, kept and observed by City shall be construed to be or act as a waiver of any subsequent default of any of such terms, covenants and conditions.

ARTICLE XI

RIGHT OF AIRLINE TO REMOVE PROPERTY

Airline shall be entitled during the term of this lease and for a reasonable time after its termination, not to exceed sixty (60) days, to remove from the Airport, or any part thereof, all aircraft, trade fixtures, tools, machinery, equipment, materials and supplies placed thereon by it pursuant to this lease, subject, however, to any valid lien which City may have thereon for unpaid fees or other amounts, payable by Airline to City hereunder or under any other agreement between City and Airline relating to the Airport or any part thereof, and provided that Airline shall repair all damage resulting from such removal.

ARTICLE XII

DEFINITIONS

The following terms, when used in this lease, shall have the following meanings:

Section 12.01. - Governmental Grants in Aid. "Government Grants in Aid" shall mean funds obtained by City, otherwise than by borrowing, and property acquired by City, otherwise than by purchase, from the United States Government or any department or agency thereof, or from the State of Illinois or any department, agency or subdivision thereof other than City.

Section 12.02. - Commissioner of Public Works. The "Commissioner of Public Works" shall be concerned with construction at the Airport and shall mean for the purpose of this lease the Commissioner of Public Works of City (or any successor thereto in whole or in part as to his duties hereunder) and his duly authorized assistants.

Section 12.03. - Federal Aviation Administration, Civil Aeronautics Board. The "Federal Aviation Administration" and the "Civil Aeronautics Board" shall each include any successor thereto.

Section 12.04. - Commissioner of Aviation. The "Commissioner of Aviation" shall be concerned with the operation and maintenance of the Airport and shall mean for the purpose of this lease the Commissioner of Aviation of City (or any successor thereto in whole or in part as to his duties hereunder) and his duly authorized assistants.

ARTICLE XIII

SPECIAL PROVISIONS

Section 13.01. - Treatment of Others. City shall not hereafter grant to any air transportation company in competition with Airline any rights or privileges, including without limitation the ground rental specified in ARTICLE III, at the Airport of a character or on a basis more favorable to such company than those granted or available to Airline, and the effect of which is to place Airline at a competitive disadvantage.

Section 13.02. - Consents and Approvals. Consents and approvals by the City Comptroller, the Commissioner of Public Works, or the Commissioner of Aviation, as the case may be, shall be in writing and shall not be unreasonably withheld and shall be deemed to have been given unless within thirty (30) days after receipt of written request from Airline for such consent or approval, the City Comptroller, the Commissioner of Public Works, or the Commissioner of Aviation, as the case may be, shall have given Airline a written reply refusing or withholding action on such consent or approval and stating his reasons for such refusal or such withholding of action.

Section 13.03. - Notices. All notices to City provided for herein shall be in writing and may be sent by registered or certified mail, postage prepaid, addressed to the Commissioner of Aviation of the City of Chicago, City Hall, Room 1111, Chicago, Illinois 60602, or to such other address as City may designate from time to time by notice to Airline, and shall be deemed given when so mailed. All notices to Airline provided for herein shall be in writing and may be sent by registered or certified mail, postage prepaid, addressed to Airline, 5700 South Cicero, Chicago, Illinois 60638, or such other address as Airline may designate from time time by notice to City, and shall be deemed given when so mailed.

Section 13.04. - Separability. In the event any covenant, phrase, clause, paragraph, Section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, Section, condition or provision shall in no way affect any other covenant, phrase, clause, paragraph, Section, condition or provision herein contained.

Section 13.05. - Assignment. Airline shall not assign this lease and its rights hereunder, in whole, except with the prior consent of City, or in part, except with the prior consent of the Commissioner of Aviation, provided, however, the foregoing shall not prevent the assignment of this lease and of Airline's rights hereunder to any corporation into or with which Airline may merge or consolidate, or which may succeed to the business and assets of Airline.

Section 13.06. - Remedies Cumulative. The rights and remedies hereunder are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

Section 13.07. - Headings. The Article and Section headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope of intent of any provision of this lease.

Section 13.08. - Successors and Assigns. All of the covenants, stipulations and agreements herein contained shall, subject to the provisions of Section 13.05 hereof, inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

Section 13.09. - Construction. This lease shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

Section 13.10. - Counterparts. This lease has been executed in several counterparts, each of which shall be an original, and all collectively but one instrument.

IN WITNESS WHEREOF, the City of Chicago has caused this Lease to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of the City of Chicago, and its seal to be hereunto affixed and attested by the City Clerk of the City of Chicago and Midway Airlines, Inc., has caused this instrument to be executed on its behalf by its _____ President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

CITY OF CHICAGO
a municipal corporation

By _____
Mayor

ATTEST:

City Clerk

APPROVED:

Commissioner of Aviation

City Comptroller

APPROVED AS TO FORM AND LEGALITY:

Assistant Corporation Counsel

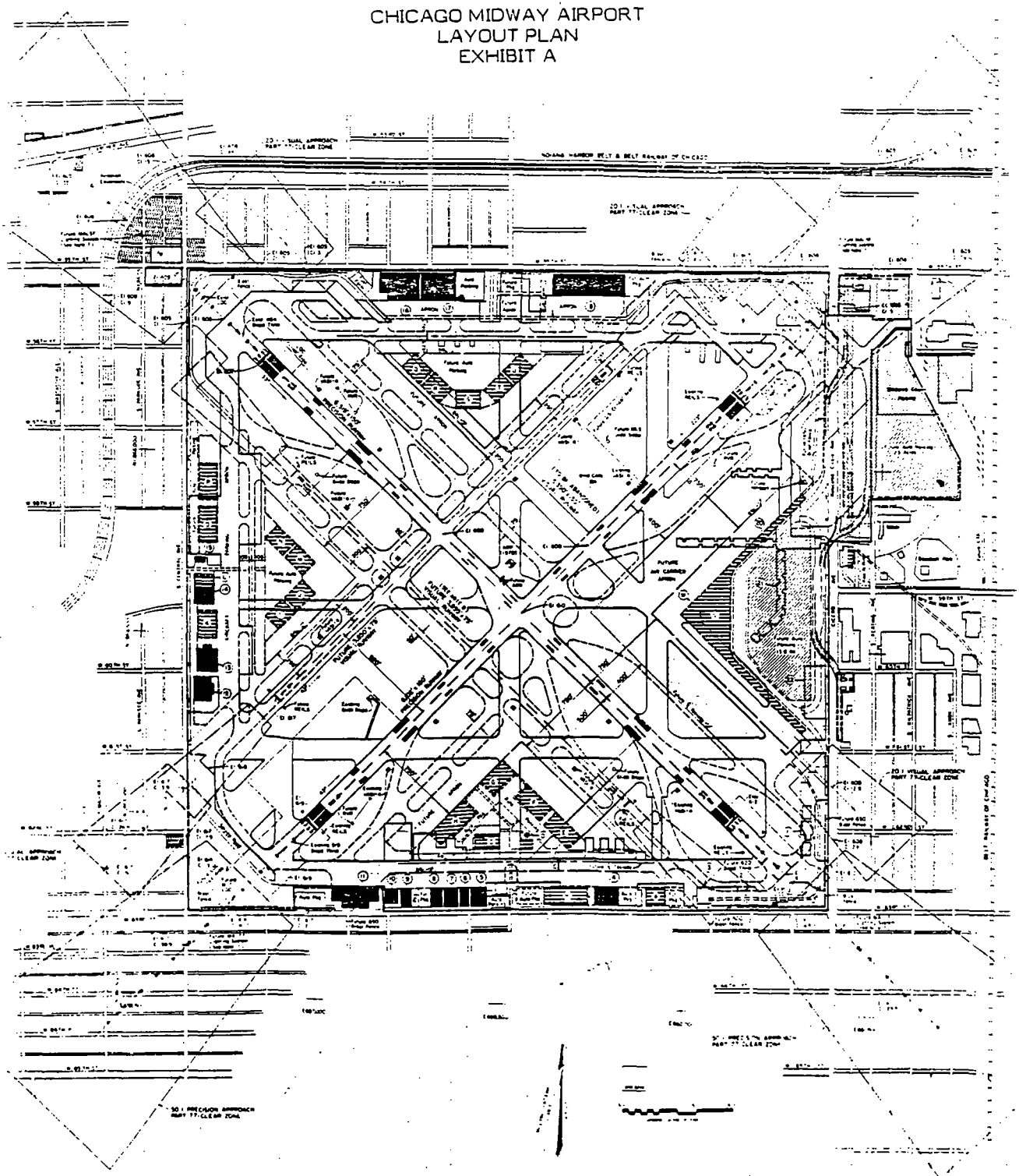
MIDWAY AIRLINES, INC.
a Delaware corporation

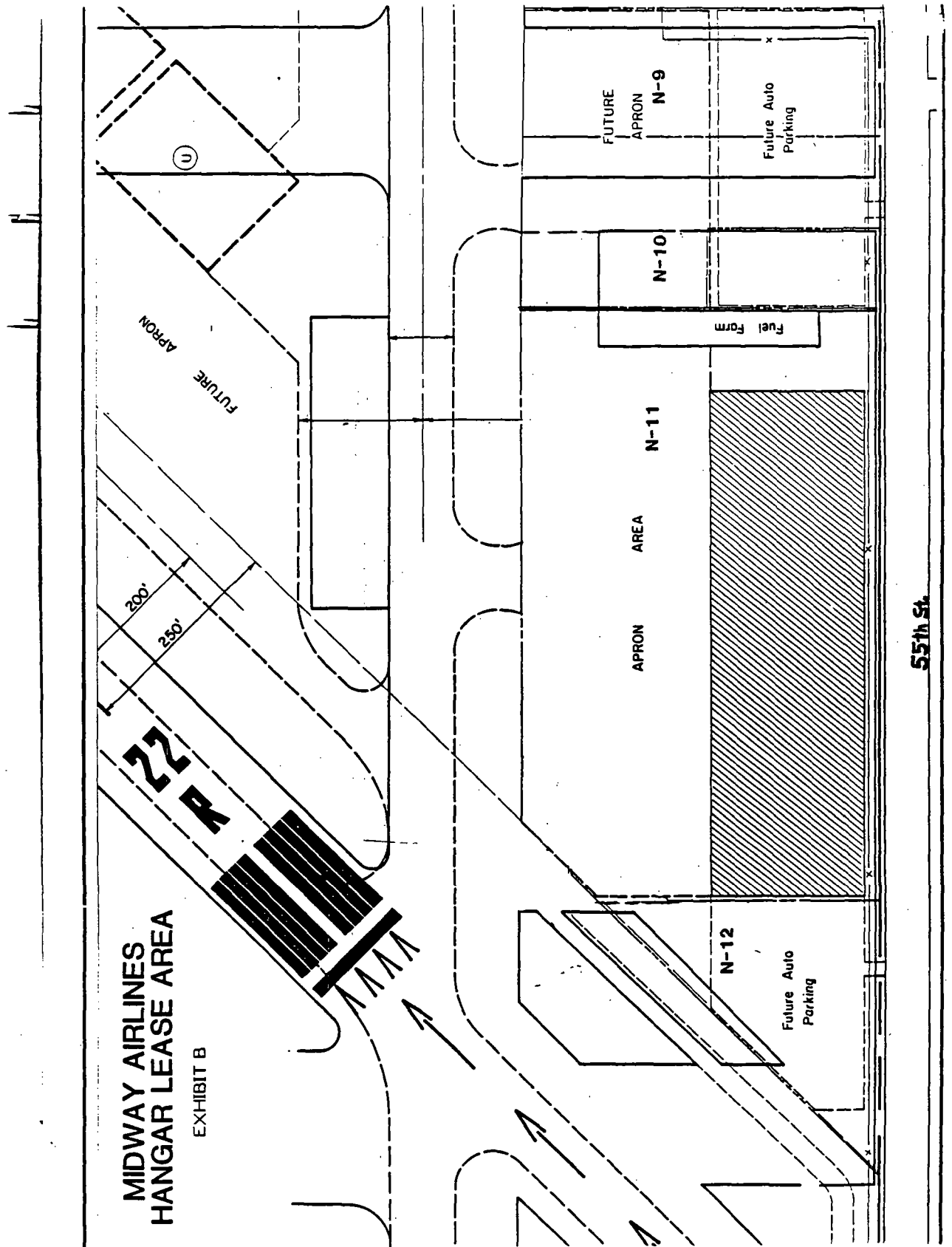
By _____
President

ATTEST:

Assistant Secretary

APPROVED:
Journal of Proceedings
of the City Council.

CHICAGO MIDWAY AIRPORT
LAYOUT PLAN
EXHIBIT A



(Continued from page 14474)

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

Yeas--Aldermen Roti, Barnett, Kenner, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Davis, Hagopian, Martinez, Gabinski, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schultzer, Volini, Orr, Stone--43.

Nays--None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works and the City Comptroller to approve, upon approval of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the improvement of California Avenue between Pershing Road and 26th Street described therein, said agreement to be substantially in the following form:

This Agreement, entered into this _____ day of _____, 198__, by and between the State of Illinois, acting through its Department of Transportation and hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works and hereinafter called the "City".

WITNESSETH:

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to improve California Avenue, hereinafter referred to as the "Project" and identified in Paragraph 11 of this Agreement; and

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes (1979), as amended, may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, the Federal Highway Administration and the Urban Mass Transportation Administration are authorized under 23 U.S.C. 103(e)(4) to approve the use of funds made available by the request for withdrawal of certain non-essential Interstate highway routes from the Interstate System for substitute highway or non-highway public mass transit project; and

Whereas, the State of Illinois and the City of Chicago have concurred on the use of such funds available from the Interstate System Withdrawal and Substitution Program; and

Whereas, the City is proceeding with studies and engineering required for the Project; and

Whereas, under the Federal regulations, certain written agreements for the Project may be required.

Now Be It Therefore Resolved, The State Agrees:

1. To reimburse the City for the Non-Federal (State) and Federal share of the costs incurred in connection with the contract construction, City force account construction, construction engineering/supervision and the railroad force account work of the Project, as hereinafter provided, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.

2. To review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

Now Be It Therefore Resolved, The City Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.
4. Upon approval from the State and Federal Highway Administration, to let and award the contract for the Project, to enter into an Agreement with the Atchison, Topeka and Santa Fe Railway Company to provide for railroad force account construction, and to provide all force account construction and construction engineering/supervision, all in accordance with established procedures of the City, the State and the Federal Highway Administration.
5. To finance the work pending progressive reimbursement by the State of the Federal and Non-Federal (State) shares of costs.
6. To comply with all applicable Executive Orders and Federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations.
7. That failure on the part of the City to fulfill the responsibilities assigned in Paragraphs 6 and 9 of this Agreement will render the City ineligible for future Federal participation in projects for which the City has similar responsibilities, until such time as any deficiencies are corrected.
8. To retain all Project records and to make them available for audit by State and Federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance.

Now Be It Therefore Resolved, The Parties Hereto Mutually Agree:

9. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
10. That prior to advertising for work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
11. That said Project generally consists of surface removal, pavement base repairs and resurfacing of the existing roadways, throat widening at various intersections, replacement of deteriorated sidewalks, curb and gutter, construction of sidewalk ramps for the handicapped at all intersections, modernization of existing traffic control signals, relocation and/or adjustment of storm water drainage structures, pavement marking and traffic signing. All improvements will occur within the existing right-of-way.

The railway/highway grade crossing on California Avenue at 26th Street with the Atchison, Topeka and Santa Fe Railway Company, will be improved with a new riding surface by replacing the existing crossing with a modular, rubberized surface material. The necessary pavement markings and protection devices will also be installed and the existing ballast, ties, and rails will be replaced where necessary. The railroad force account work in conjunction with this Project will be described under a separate agreement with separate Federal project numbers.

12. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are null and void as of the date of this Agreement:
13. That the estimated costs of the Project covered and described by this Agreement are:

Contract Construction	\$ 745,000
Force Account Construction	\$ 750,000
Construction Engineering/Supervision	\$ 109,000
Railroad Force Account	\$ 55,000
TOTAL	\$ 1,659,000

and that based upon the current ratio of Federal to Non-Federal (State) funds for Interstate Road Substitution projects, the proportional participation for the project will be:

Federal-Aid Share (IX) (85% of \$1,659,000)	\$ 1,410,150
Non-Federal Share (State) (15% of \$1,659,000)	\$ 248,850
TOTAL	\$ 1,659,000

and that based upon said ratio, State financial participation (referred to herein as the Non-Federal Share) shall be limited to a maximum of \$273,700, with any Non-Federal share required in excess of that amount to be provided by the City, or by Amendment to this Agreement.

14. That the City shall be responsible for 100% of the cost of any work not eligible for Federal participation.
15. That standard Federal-Aid procedures and requirements shall apply to all phases of this Project.
16. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval of the Illinois Department of Transportation, as long as the revisions do not alter the total cost of the Project as stated in Paragraph 13.
17. That this Agreement and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by July 1, 1985.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

In Witness Whereof, the City and State have cause this Agreement to be Executed by their respective officials and attested to on the date hereinafter listed.

[Signature forms omitted for printing purposes.]

SECTION 2. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 3. That this ordinance shall be in force and effect from and after its passage.

Authority Granted to Re-Advertise for Sale Property
Held in Trust for Use of Schools Located on the
Southwest Corner of E. 14th Pl. and S.
Wabash Av.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith, to re-advertise for sale Board of Education property (Held in Trust for the Use of Schools) on the Southwest corner of E. 14th Place and S. Wabash Avenue.

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

Yeas--Aldermen Roti, Barnett, Kenner, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Davis, Hagopian, Martinez, Gabinski, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Clewis, Axelrod, Schulter, Volini, Orr, Stone--42.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The Board of Education of the City of Chicago made written request to the City Council of the City of Chicago, to sell, in the manner provided by statute, the real estate hereinafter described; and

WHEREAS, The City Council by ordinance duly passed, authorized and directed the City Comptroller to advertise for sale and receive bids on the said Real Estate; and

WHEREAS, The bid was opened and read at the first City Council meeting following the receipt of said bid; and

WHEREAS, The Board of Education of the City of Chicago has recommended to the City Council that the bid in the amount of \$51,000 submitted by Ruth Pace Comroe, Trustee, 5415 N. Sheridan Road, Chicago, Illinois 60640, be rejected. There were two appraisals made for this property and they indicated that the fair market value is as follows:

John J. Lydon July 21, 1982	\$108,104.00
Mid-America Appraisal Research Corp. August 7, 1980	\$100,000.00

now, therefore,

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

SECTION 1. The City of Chicago hereby rejects the bid of Ruth Pace Comroe, Trustee, to purchase vacant school land described as follows, to-wit:

A strip of land 8.978 feet in width lying south of and adjoining Lot 1 in Block 18 in the Assessor's Division of the North West fractional quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian (except the West 10 feet of said premises taken or used for an alley)

also

Lot 2 (except the South 21.4 feet thereof) in Block 18 in the Assessor's Division of the North West fractional quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian (except the West 10 feet of said premises taken or used for an alley) in Cook County, Illinois,

which property has a frontage of 158.98 feet on the West side of S. Wabash Avenue, 170.0 feet on the South side of E. 14th Place, and containing approximately 27,026 square feet.

SECTION 2. That the City Clerk is authorized to refund the deposit of Ruth Pace Comroe, Trustee, in the amount of \$5,100.00.

SECTION 3. The City Comptroller is authorized to re-advertise for sale the above parcel of vacant Board of Education of the City of Chicago owned property which is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the Board of Education of the City of Chicago or the City of Chicago. Said parcel as described aforesaid.

SECTION 4. This ordinance shall take effect and be in full force from and after date of its passage.

**Acceptance of Bids Authorized for Purchase of City-Owned
Property at Sundry Locations.**

The Committee on Finance submitted separate reports recommending that the City Council pass three proposed ordinances transmitted therewith to authorize the acceptance of bids for purchase of City-owned property at sundry locations.

On separate motions made by Alderman Frost *each* of the said proposed ordinances was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Davis, Hagopian, Martinez, Gabinski, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Clewis, Axelrod, Schulter, Volini, Orr, Stone--42.

Nays--None.

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

Said ordinances as passed read respectively as follows (the *Italic* heading in each case not being a part of the ordinance):

Nos. 1555 S. Spaulding Av./3248 W. 16th St.

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

SECTION 1. The City of Chicago hereby accepts the bid of Joseph A. Rogers, No. 1543 S. Sawyer Avenue, Chicago, Illinois 60623 to purchase for the sum of \$9,200.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed September 15, 1982, pages 12162-12163 described as follows:

Lots 25, 26 and 27 in Block 9 in the Circuit Court partition of the East half of the Northeast quarter and that part of the East half of the Southeast quarter, which lies North of Ogden Avenue of Section 23, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as Nos. 1555 S. Spaulding/3248 W. 16th Street, Permanent Tax No. 16-23-228-021).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$200.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

No. 1218 S. Troy St.

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

SECTION 1. The City of Chicago hereby accepts the bid of Louise Cobb, No. 100 North LaSalle Street, Chicago, Illinois 60602 to purchase for the sum of \$1,280.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed December 11, 1981, page 8274 described as follows:

Lot 114 in Subdivision of Blocks 1 to 4 inclusive in Balestier's Douglas Park Addition to Chicago in the Northwest quarter of Section 24, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 1218 S. Troy Street, Permanent Tax No. 16-24-100-029).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$128.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

No. 1447 S. Trumbull Av.

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

SECTION 1. The City of Chicago hereby accepts the bid of Carey Tercentenary A.M.E. Church, No. 1448 S. Homan Avenue, Chicago, Illinois 60623 to purchase for the sum of \$2,400.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed July 23, 1982, page 11822 described as follows:

Lot 2 in Silverman and Rubenstein's Resubdivision of Lots 13 and 14 in Block 1 in Grant's Addition to Chicago of the Southwest quarter of the Northeast quarter of the West half of the Northeast quarter of Section 23, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 1447 S. Trumbull, Permanent Tax No. 16-23-217-014).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$240.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

**City Comptroller Authorized to Advertise for Sale Parcels
of City-Owned Vacant Property at Sundry Locations.**

The Committee on Finance submitted five proposed ordinances (under separate committee reports) recommending that the City Council pass the following proposed ordinances transmitted therewith.

On separate motions of Alderman Frost *each* of the said proposed ordinances was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Davis, Hagopian, Martinez, Gabinski, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Clewis, Axelrod, Schulter, Volini, Orr, Stone--42.

Nays--None.

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

Said ordinances as passed read respectively as follows (the *Italic* heading in each case not being a part of the ordinance):

Nos. 829-831 E. 42nd Pl.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 40 and the East half of Lot 39 in Block 4 in the Resubdivision of the Reform School property, being the South 25 acres of the Northwest fractional quarter of Section 2, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as Nos. 829-831 E. 42nd Place, Permanent Tax No. 20-02-119-014).

Subject to covenant, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish Economic Disclosure Statement, as per City Ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

No. 2126 S. Halsted St.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 8 in Block 27 in Walsh and McMullen's Subdivision of the South three quarters of the Southeast quarter of Section 20, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 2126 S. Halsted St., Permanent Tax No. 17-20-445-025).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish Economic Disclosure Statement, as per City Ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

—
No. 3519 S. Wabash Av.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The North 19 1/2 feet of Lot 15 (except the West 25 feet) in Block 2 H.O. Stones Subdivision of the North 15 acres of the West half of the Southwest quarter of Section 34, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 3519 S. Wabash Avenue, Permanent Tax No. 17-34-307-006).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish Economic Disclosure Statement, as per City Ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

—
No. 4358 S. Wentworth Av.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 10 (except South 1 1/2 inches East 74 feet) in Block 1 in Wallace's Subdivision of 10 chains of South and adjoining the North 5 chains of the West half of the Southeast quarter of Section 4, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 4358 S. Wentworth Avenue, Permanent Tax No. 20-04-409-041).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish Economic Disclosure Statement, as per City Ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

—
No. 1331 N. Western Av.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 39 in Watson Subdivision of Block 12 in Watson Tower and Davis Subdivision of the West half of the Northwest quarter of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian, (except that part of said premises lying West of Line 50 feet East of and parallel with the West line of said Section 6), in Cook County, Illinois (commonly known as No. 1331 N. Western Avenue, Permanent Tax No. 17-06-114-011).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish Economic Disclosure Statement, as per City Ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

—
**Acceptance of Agreed Settlement Authorized for Acquisition
of Property at No. 2400 S. Wood St.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith, to authorize the acceptance of an agreed settlement for the acquisition of property at No. 2400 South Wood Street.

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

Yeas--Aldermen Roti, Barnett, Kenner, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Davis, Hagopian, Martinez, Gabinski, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Clewis, Axelrod, Schulter, Volini, Orr, Stone--42.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago for its corporate purposes finds it necessary and desirable to acquire the area described below; and

WHEREAS, The Corporation Counsel has been heretofore authorized to negotiate with the Kerr Steamship Company, Inc. for the purchase of said property; and

WHEREAS, Pursuant thereto the Corporation Counsel has negotiated for said purchase within the confines of the appraised fair market value of the same and the owner of said property and the Corporation Counsel have agreed upon the proposed purchase price; now, therefore,

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

SECTION 1. The proposed offer to sell the property described on the attached schedule below for the sum of Eight Hundred Thousand Dollars (\$800,000.00) is hereby approved.

SECTION 2. The Corporation Counsel is authorized to proceed with the acquisition of said property for said purchase price.

SECTION 3. This ordinance shall be effective immediately upon the passage thereof.

[Contract to Purchase Real Estate and Exhibit "A" printed
on pages 14505 through 14510 this Journal.]

**Authority Granted for the Acquisition of Settlements
for Various Properties Necessary for the Division
Street Bridge Reconstruction Project.**

The Committee on Finance submitted three orders recommending that the City Council pass the proposed orders transmitted therewith, authorizing the acquisition of settlements for various properties necessary for the Division Street Bridge Reconstruction Project.

On separate motions of Alderman Frost *each* of the said proposed orders was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Davis, Hagopian, Martinez, Gabinski, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Clewis, Axelrod, Schuler, Volini, Orr, Stone--42.

Nays--None.

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

Said orders as passed read respectively as follows (the *Italic* heading in each case not being a part of the ordinance):

No. 1301 N. Elston Av.

Ordered, That the recommendations of the Commissioner of Public Works contained in his communication of November 2, 1982, recommending the approval of the stipulated settlement in connection with the acquisition of property for the construction of the Division Street Bridge over the North Branch of the Chicago River as hereinafter listed are hereby approved; and the City Comptroller and City Treasurer are hereby authorized and directed to pay to the owner or owners, the amount set forth together with the accrued interest and court costs, if any, when approved by the Commissioner of Public Works from Fund 515-0259-352.

<i>Parcel</i>	<i>Address</i>	<i>Amount</i>
1	1301 N. Elston Avenue (Northeast corner of Division Street and Elston Avenue)	\$ 125,900.00

(Continued on page 14511)

CONTRACT TO PURCHASE REAL ESTATE

In consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, the undersigned (hereinafter called the "SELLER/GRANTOR") hereby offers and agrees to sell and convey to the CITY OF CHICAGO, a municipal corporation of the State of Illinois (hereinafter called the "CITY"), upon the terms and conditions hereinafter set forth, the following described property located in the CITY OF CHICAGO, County of Cook and State of Illinois, to-wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE
A PART HEREOF AS EXHIBIT "A".

(1) Upon the date specified by CITY, SELLER/GRANTOR agrees to cause the conveyance of a marketable fee simple title to said real property, within SEVEN (7) days from the date hereof, by WARRANTY DEED, free and clear of all encumbrances, easements, restrictions, reverters, leases, taxes, assessments, liens and defects of any kind or nature and the rights of way and any public property adjoining, abutting or in anywise appertaining to the land described herein.

(2) The total purchase price shall be EIGHT HUNDRED THOUSAND DOLLARS (\$800,000.00). THE SELLER /GRANTOR agrees to furnish, at SELLER'S/GRANTOR'S expense in the amount of the purchase price a guarantee policy or other evidence of title as SELLER/GRANTOR may have pertaining to said property. The parties do hereby agree to open an escrow at the Chicago Title and Trust Company for the purpose of closing this transaction. All expenses of examination of title and escrow fees shall be paid by the SELLER/GRANTOR and SELLER/GRANTOR shall pay for the costs and fees incurred to clear his title. SELLER/GRANTOR agrees to deliver last paid real estate tax and water bill, upon request. General taxes (prorated at 110% of the 19__ tax bill), and water taxes, are to be prorated as of date of payment of the purchase price provided, however, that the CITY shall not be obligated to collect and pay over to the SELLER/GRANTOR any delinquent rents. Special assessments and other liens shall be cleared by SELLER/GRANTOR and SELLER/GRANTOR'S expense.

(3) The CITY shall promptly have said deed recorded and obtain a report of title examination, and when merchantable fee simple title to said real property is shown in the CITY as evidenced by a Chicago Title and Trust Company Preliminary Report on Title Guarantee Policy Application, the sale hereunder shall be consummated within ten (10) days thereafter by payment to the SELLER/GRANTOR of the purchase price, less the deduction and adjustment herein provided for and possession of the said real property shall be delivered to the CITY. In the event that such title report discloses any objections to the title be reason of acts done or suffered by or judgments against SELLER/GRANTOR or any party having an interest in said real property and the SELLER/GRANTOR is unable to cure the same within twenty-one (21) days from date of notice thereof, the CITY may terminate this contract at its option and all deposits made by the CITY in the escrow shall be returned to the CITY OF CHICAGO and the deed to the CITY shall be null and void.

(4) The CITY shall specify the time and place for the transfer of title, provided, however, that the CITY may extend the time for the transfer of title for such additional period as it deems necessary, provided said period does not exceed sixty (60) days from the date hereof. The SELLER/GRANTOR agrees not to sell, mortgage, encumber or otherwise dispose of such property or any part thereof prior to said termination date, except to the CITY. This offer shall be binding upon the SELLER/GRANTOR and his heirs, executors, administrators, successors and assigns.

(5) Loss or damage to the property by fire, casualty or act of God, shall be at the risk of the SELLER/GRANTOR until payment of the purchase price. In the event such loss or damage occurs prior to the conveyance of title, it may elect to accept conveyance of title to such property, in which case there shall be an equitable adjustment of the purchase price. In the event such loss or damage occurs after conveyance of title, there shall be an equitable adjustment of the purchase price.

(6) It is agreed that the spouse, if any, of the SELLER/GRANTOR, by signing below agrees to join in any deed to the CITY and to execute any instrument deemed necessary to convey to the CITY any separate estate of interest in the above described property or to relinquish and release any dower homestead, or other rights or interest of such spouse therein.

(7) Notwithstanding the prior exercise of this offer, the CITY, in lieu of completing the purchase of said property may at any time prior to the transfer of title, proceed to acquire the same by eminent domain. The SELLER/GRANTOR agrees, as an independent stipulation, which shall survive the expiration or termination of this offer, to such acquisition upon the payment of just compensation, which shall be the purchase price above stated, which price the SELLER/GRANTOR hereby agrees to be the fair market value of said premises, inclusive of every interest therein not expressly excepted in paragraph (1) hereof.

(8) All terms and conditions with respect to this offer are expressly contained herein and the SELLER/GRANTOR agrees that no representative or agent of the CITY has made any representation or promise with respect to this offer not expressly contained herein. The word SELLER/GRANTOR, as used herein shall include the plural number, and where more than one SELLER/GRANTOR signs the offer, all shall be bound by the terms hereof.

(9) From and after the date of execution of this offer by the SELLER/GRANTOR, the SELLER/GRANTOR agrees to permit the CITY, its duly authorized agents, employees, contractors or representatives to enter upon the land at any time for the purpose of making or drilling test brings, making load tests, topographical, property line and utility surveys and appraisals.

IN WITNESS WHEREOF, the undersigned has hereunto and to two counterparts hereof of like tenor and effect caused its corporated name to be signed and its corporate seal to be hereto affixed and attested by its respective officers thereunto duly authorized this _____ day of _____, 19__.

Signature forms omitted for printing purposes.

NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AS SHOWN ON THE PLAT OF SAID SUBDIVISION RECORDED NOVEMBER 18, 1971 AS DOCUMENT NUMBER 3317, COMPRISED OF THE FOLLOWING PARCELS:

PARCEL 1:

ALL OF LOTS 10 TO 14 INCLUSIVE, TOGETHER WITH THOSE PORTIONS OF LOTS 15 AND 16 WHICH LIE NORTHERLY OF A STRAIGHT LINE WHICH INTERSECTS THE EAST LINE OF LOT 15 AT A POINT 23.83 FEET SOUTH OF THE NORTH EAST CORNER OF LOT 15, AND ALSO INTERSECTS THE WEST LINE OF LOT 16 AT A POINT, 30.27

FEET SOUTH OF THE NORTH WEST CORNER OF LOT 16, ALL IN BLOCK 12 IN SAID S. J. WALKER'S DOCK ADDITION;

ALSO

PARCEL 2:

THAT PART OF THE EAST 1/2 OF VACATED CANAL 'C' LYING BETWEEN A WESTWARD EXTENSION OF THE NORTH LINE OF LOT 10 AND A STRAIGHT LINE WHICH INTERSECTS THE WEST LINE OF LOT 16 AT A POINT 30.27 FEET SOUTH OF THE NORTH WEST CORNER OF LOT 16, AND ALSO INTERSECTS THE CENTER LINE OF CANAL 'C' AT A POINT 52.13 FEET SOUTH OF THE INTERSECTION OF SAID CENTER LINE OF VACATED CANAL 'C' WITH THE NORTH LINE EXTENDED WEST OF LOT 16 ALL IN BLOCK 12 OF SAID S. J. WALKER'S DOCK ADDITION;

ALSO

PARCEL 3:

THAT PART OF THE WEST 1/2 OF VACATED SOUTH WOOD STREET LYING BETWEEN AN EASTWARD EXTENSION OF THE NORTH LINE OF LOT 10 IN BLOCK 12 AND A STRAIGHT LINE WHICH INTERSECTS THE EAST LINE OF LOT 15 IN SAID BLOCK 12 AT A POINT 23.83 FEET SOUTH OF THE NORTH EAST CORNER OF SAID LOT 15, AND WHICH INTERSECTS THE WEST LINE OF LOT 22 IN BLOCK 11 AT A POINT 88.85 FEET SOUTH OF THE NORTH WEST CORNER OF SAID LOT 22 IN SAID S. J. WALKER'S DOCK ADDITION;

ALSO

PARCEL 4:

ALL OF THE WEST 175.08 FEET OF LOTS 23, 24 AND 25, TOGETHER WITH THE WEST 175.08 FEET OF LOT 26 (EXCEPT THE NORTH 82.92 FEET THEREOF); ALSO THAT PART OF THE WEST 175.08 FEET OF LOT 22 LYING NORTH OF A STRAIGHT LINE WHICH INTERSECTS THE WEST LINE OF LOT 22 AT A POINT 88.85 FEET SOUTH OF THE NORTH WEST CORNER OF SAID LOT 22 AND WHICH INTERSECTS THE EAST LINE OF LOT 23 AT A POINT 82.80 FEET SOUTH OF THE NORTH EAST CORNER OF SAID LOT 23, ALL IN BLOCK 11 IN SAID WALKER'S DOCK ADDITION;

ALSO

PARCEL 5:

THAT PART OF THE EAST 1/2 OF VACATED SOUTH WOOD STREET LYING BETWEEN A WESTWARD EXTENSION OF THE SOUTH LINE OF THE NORTH 82.92 FEET OF LOT 26 IN BLOCK 11 AND A STRAIGHT LINE WHICH INTERSECTS THE EAST LINE OF LOT 15 IN SAID BLOCK 12 AT A POINT 23.83 FEET SOUTH OF THE NORTH EAST CORNER OF SAID LOT 15, AND WHICH INTERSECTS THE WEST LINE OF LOT 22 IN BLOCK 11 AT A POINT 88.85 FEET SOUTH OF THE NORTH WEST CORNER OF SAID LOT 22 IN SAID S. J. WALKER'S DOCK ADDITION;

ALSO

PARCEL 6:

PERPETUAL EASEMENTS FOR THE BENEFIT OF PARCELS 1 TO 5 BOTH INCLUSIVE, CREATED IN AND GRANTED BY AGREEMENT MADE BY S. A. HEALY COMPANY, A CORPORATION OF OHIO, TO TRISON INVESTMENT CORPORATION, A CORPORATION OF ILLINOIS, DATED JULY 18, 1957 AND RECORDED JULY 29, 1957 AS DOCUMENT NUMBER 16970706, FOR THE PURPOSE OF INGRESS AND EGRESS AND FOR THE PASSAGE OF TRAFFIC OVER AND UPON, AND FOR THE MAINTAINING, REPAIRING, REPLACING, INSTALLING, EXTENDING, AND CONSTRUCTING ANY AND ALL SEWER PIPES, WATER PIPES, CONDUITS, WIRES, LINES, UTILITY EQUIPMENT, POLES

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AND ANY AND ALL OTHER COLLATERALEQ OVER, UPON AND UNDER THE FOLLOWING DESCRIBED PREMISES, TO WIT:

("A") THE WEST 20 FEET OF THE EAST 1/2 OF VACATED SOUTH WEST STREET FROM A LINE DRAWN PARALLEL TO AND 82.92 FEET SOUTH OF THE NORTH LINE OF LOT 26, IN BLOCK 11 TO THE NORTHERLY LINE OF LOT 1 IN BLOCK 12 EXTENDED EASTERLY, AND;

("B") THE EAST 20 FEET OF THE WEST 1/2 OF VACATED SOUTH WOOD STREET FROM THE NORTH LINE OF LOT 10 IN BLOCK 12 EXTENDED EASTERLY TO THE NORTHERLY LINE OF LOT 1 IN BLOCK 12 EXTENDED EASTWARDLY, ALL IN S. J. WALKER'S DOCK ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST 1/2 NORTH OF THE RIVER, OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO

PARCEL 7:

LOTS 4 TO 9 BOTH INCLUSIVE, IN BLOCK 12 AND THE EAST 1/2 OF CANAL 'C' LYING WEST OF AND ADJOINING SAID LOTS AND THE WEST 1/2 OF VACATED SOUTH WOOD STREET EAST OF AND ADJOINING SAID LOTS, ALL IN S. J. WALKER'S DOCK ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST 1/2 NORTH OF THE RIVER OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO

PARCEL 8:

EASEMENT FOR THE BENEFIT OF PARCEL 7 AS CREATED BY THE AGREEMENT BY AND BETWEEN S. A. HEALY COMPANY, A CORPORATION OF OHIO AND NAVAJO FREIGHT LINES, INC., A CORPORATION OF NEW MEXICO DATED FEBRUARY 1, 1955 AND RECORDED JULY 26, 1955 AS DOCUMENT NUMBER 16312143 FOR PASSAGEWAY OVER; THE WEST 20 FEET OF THAT PART OF THE EAST 1/2 OF SOUTH WOOD STREET NOW VACATED LYING WEST OF AND ADJOINING LOTS 27 AND 32 BOTH INCLUSIVE, IN BLOCK 11 AND SOUTHERLY OF THE NORTH LINE OF LOT 32 EXTENDED WEST AND NORTHERLY OF THE SOUTH LINE OF LOT 27 EXTENDED WEST AND ALSO OVER THE EAST 20 FEET OF THE WEST 1/2 ALSO THE WEST 20 FEET OF THE EAST 1/2 OF THAT PART OF SOUTH WOOD STREET NOVEMBER VACATED LYING EAST OF AND ADJOINING LOTS 1, 2 AND 3 IN BLOCK 12 AND SOUTHERLY OF AND ADJOINING THE SOUTHERLY LINE OF PRIVATE RAILROAD STREET PRODUCED AND NORTHERLY OF THE SOUTH LINE OF LOT 3 EXTENDED EAST, ALL IN S. J. WALKER'S DOCK ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST 1/2, NORTH OF THE RIVER OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO

PARCEL 9:

A PARCEL OF LAND COMPRISED OF ALL OF LOT 15, PARTS OF LOTS 14, 16, 17, 22, 23, 24, 25 AND 26 AND PART OF VACATED CANAL "B" ALL IN BLOCK 11, TOGETHER WITH PART OF THE WEST 1/2 OF VACATED SOUTH PAULINA STREET LYING EAST OF AND ADJOINING SAID BLOCK 11, ALL IN S. J. WALKER'S DOCK ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST 1/2, NORTH OF THE RIVER OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF AN EASTWARD EXTENSION OF THE SOUTH LINE OF THE NORTH 82.02 FEET OF SAID LOT 14 WITH THE EAST LINE OF THE WEST 1/2 OF SAID VACATED SOUTH PAULINA STREET AND RUNNING THENCE SOUTH ALONG SAID EAST LINE OF WEST 1/2 OF VACATED STREET, A DISTANCE OF 132.62 FEET TO A POINT 15.54 FEET SOUTH OF AN EASTWARD EXTENSION OF THE NORTH LINE OF SAID LOT 16; THENCE SOUTH WESTWARDLY, A DISTANCE OF 451.18 FEET ALONG A STRAIGHT LINE (WHICH INTERSECTS THE EAST LINE OF SAID LOT 16 AT A POINT 29.97 FEET SOUTH OF THE NORTH EAST CORNER THEREOF, WHICH INTERSECTS THE WEST LINE OF SAID LOT 17 AT A POINT 39.06 FEET SOUTH OF THE NORTH WEST CORNER THEREOF, WHICH INTERSECTS THE EAST LINE OF SAID LOT 23 AT A POINT 82.30 FEET SOUTH OF THE NORTH EAST CORNER THEREOF AND WHICH IF EXTENDED WILL INTERSECT THE WEST LINE OF SAID LOT 22 AT A POINT 88.85 FEET SOUTH OF THE NORTH WEST CORNER THEREOF) TO ITS INTERSECTION WITH THE EAST LINE OF THE WEST 175.08 FEET OF SAID LOTS 22 TO 26 INCLUSIVE; THENCE NORTH ALONG SAID EAST LINE OF THE WEST 175.08 FEET A DISTANCE OF 329.38 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTH 82.92 FEET OF SAID LOT 26 AND THENCE EAST ALONG SAID SOUTH LINE OF THE NORTH 82.92 FEET OF SAID LOT 26 AND ITS EASTWARD EXTENSION AND ALONG SAID SOUTH LINE OF THE NORTH 82.92 FEET OF SAID LOT 14 AND ITS EASTWARD EXTENSION A DISTANCE OF 450 FEET TO THE POINT OF BEGINNING;

ALSO

PARCEL 10:

THE WEST 148.71 FEET OF THE NORTH 82.30 FEET OF LOT 29, THE WEST 148.71 FEET OF LOT 30 AND THE WEST 148.71 FEET OF THE SOUTH 18.27 FEET OF LOT 31 TOGETHER WITH THAT PART OF THE EAST 1/2 OF VACATED SOUTH WOOD STREET LYING IMMEDIATELY WEST OF AND ADJOINING THE WEST LINE OF SAID LOTS AND PARTS OF LOTS; BETWEEN A LINE ON THE NORTH WHICH IS A WESTWARD EXTENSION OF THE NORTH LINE OF THE SOUTH 18.27 FEET OF SAID LOT 31 AND A LINE ON THE SOUTH WHICH IS A WESTWARD EXTENSION OF THE SOUTH LINE OF THE NORTH 82.30 FEET OF SAID LOT 29 ALL IN BLOCK 11 IN SAID S. J. WALKER'S DOCK ADDITION TO CHICAGO;

ALSO

PARCEL 11:

PERPETUAL EASEMENT FOR THE BENEFIT OF PARCEL 10 CREATED IN AND GRANTED BY AGREEMENT MADE BY S. A. HEALY COMPANY, A CORPORATION OF OHIO, TO LAKE SHORE INDUSTRIES, INC., A CORPORATION OF ILLINOIS, DATED SEPTEMBER 30, 1957 AND RECORDED DECEMBER 26, 1957 AS DOCUMENT NUMBER 17097443, FOR THE PURPOSE OF INGRESS AND EGRESS AND FOR THE PASSAGE OF TRAFFIC OVER, AND UPON ALL OF THE FOLLOWING DESCRIBED PREMISES, TO WIT: THE EAST 20 FEET OF THE WEST 1/2 OF THE WEST 20 FEET OF THE EAST 1/2 OF THAT PORTION OF VACATED SOUTH WOOD STREET WHICH LIES SOUTHERLY OF THE NORTHERLY LINE OF LOT 1 IN BLOCK 12 EXTENDED NORTH EASTWARDLY AND WHICH LIES NORTH OF A LINE DRAWN 82.30 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF LOT 29 IN BLOCK 11 EXTENDED WESTWARDLY (EXCEPT THEREFROM THOSE PARTS THEREOF FALLING IN PARCEL 10) ALL IN S. J. WALKER'S DOCK ADDITION TO CHICAGO AFORESAID, ALL IN COOK COUNTY, ILLINOIS:

PARCEL 12:

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~~SCHEDULE A CONTINUED~~

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THE WEST 148.71 FEET OF LOT 30 (EXCEPT THE WEST 148.65 FEET THEREOF AND EXCEPT THE SOUTH 17.95 FEET THEREOF); ALSO THE WEST 148.71 FEET OF THE SOUTH 18.27 FEET OF LOT 31 (EXCEPT THE WEST 148.65 FEET OF THE SOUTH 17.95 FEET THEREOF) AND THAT PORTION OF THE EAST 1/2 OF VACATED WOOD STREET LYING WEST OF AND ADJOINING THE SOUTH 18.27 FEET OF LOT 31 (EXCEPT THE SOUTH 17.95 FEET THEREOF) ALL IN BLOCK 11, IN S. J. WALKER'S DOCK ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST 1/2 NORTH OF THE RIVER OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TOGETHER WITH ALL IMPROVEMENTS THEREON AND AN EASEMENT OVER THAT PART OF VACATED WOOD STREET NORTH TO BLUE ISLAND AVENUE TO SECURE MEANS OF EGRESS AND INGRESS TO THE PROPERTY WHICH IS THE SUBJECT MATTER OF THIS TRANSACTION.

(Continued from page 14504)

Southeast Corner of Division St. and Elston Av.

Ordered. That the recommendations of the Commissioner of Public Works contained in his communication of October 25, 1982, recommending the approval of the stipulated settlement in connection with the acquisition of property for the construction of the Division St. Bridge over the North Branch of the Chicago River as hereinafter listed are hereby approved; and the City Comptroller and City Treasurer are hereby authorized and directed to pay to the owner or owners, the amount set forth together with the accrued interest and court costs, if any, when approved by the Commissioner of Public Works from Fund 515-0259-352.

<i>Parcel</i>	<i>Address</i>	<i>Amount</i>
3	Southeast corner of Division Street and Elston Avenue	\$ 1,600.00

No. 1127 W. Division St.

Ordered. That the recommendations of the Commissioner of Public Works contained in his communication of November 4, 1982, recommending the approval of the stipulated settlement in connection with the acquisition of property for the construction of the Division Street Bridge over the North Branch of the Chicago River as hereinafter listed are hereby approved; and the City Comptroller and City Treasurer are hereby authorized and directed to pay to the owner or owners, the amount set forth together with accrued interest and court costs, if any, when approved by the Commissioner of Public Works from Fund 515-0259-352.

<i>Parcel</i>	<i>Address</i>	<i>Amount</i>
5	1127 W. Division Street (Southwest corner of N. North Branch Street)	\$ 41,700.00

**Authority Granted for Laying Water Mains in the
Vicinity of S. Indiana Av. and E. 14th St.**

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

Ordered. That the Commissioner of Water is hereby authorized and directed to install water mains in the following streets:

Vicinity of South Indiana Avenue and East 14th Street - Installation of 358 feet of 12-inch ductile iron water pipe

at the total estimated cost of \$92,662.70, chargeable to Deposit No. 01016.

The above work to be done under Order No. 37349.

On motion of Alderman Frost, the foregoing proposed order 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, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Clewis, Axelrod, Schultzer, Volini, Orr, Stone--45.

Nays--None.

**Authority Granted for Issuance of License Fee Exemptions for
Certain Charitable, Educational and Religious
Institutions.**

The Committee on Finance to which had been referred (December 15, 1982) sundry proposed ordinances transmitted therewith to authorize issuance of license fee exemptions for certain charitable, educational and religious institutions, submitted a report recommending that the City Council pass said proposed ordinances.

On separate motions of Alderman Frost *each* of the said proposed ordinances 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, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

Nays--None.

Said ordinances as passed read respectively as follows (the *Italic* heading in each case not being a part of the ordinance):

Homes.

Norwegian Lutheran Bethesda Home Assn.

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Norwegian Lutheran Bethesda Home Association, No. 2833 N. Nordica Avenue, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1983.

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

United Methodist Homes and Services.

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the United Methodist Homes & Services, No. 1415 W. Foster Avenue, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1983.

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

Hospitals.

Illinois Masonic Medical Center.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1983:

Illinois Masonic Medical Center
No. 836 W. Wellington Avenue.

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

Resurrection Health Care Corp.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1983:

Resurrection Health Care Corporation
No. 7435 W. Talcott Avenue.

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

South Chicago Community Hospital.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1983:

South Chicago Community Hospital
No. 2320 E. 93rd Street.

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

**City Comptroller Authorized and Directed to Cancel Warrants for
Collection Issued Against Certain Charitable, Educational
and Religious Institutions.**

The Committee on Finance to which had been referred on December 15, 1982 sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following substitute proposed order:

Ordered, That the City Comptroller is hereby authorized and directed to cancel specified warrants for collection issued against certain charitable, educational and religious institutions, as follows:

<i>Name and Address</i>	<i>Warrant No. and Type of Inspection</i>	<i>Amount</i>
Y.W.C.A. No. 6200 S. Drexel Avenue	A1-011538 (Elev.)	\$ 23.00
	P1-110433 (Fuel Burn. Equip.)	110.00
St. Anne's Hospital No. 4950 W. Thomas Street	A1-200091 (Elev.)	299.00
	F4-123688 (Mech. Vent.)	372.50

St. Anne's Hospital No. 4950 W. Thomas Street	P1-112555 (Fuel Burn. Equip.)	\$ 880.00
Winthrop Towers No. 4848 N. Winthrop Avenue	A1-200278 (Elev.)	75.00
	B1-209970 (Bldg.)	149.50
	P1-205967 (Fuel Burn. Equip.)	140.00
Sisters of the Resurrection No. 7500 W. Talcott Avenue	F4-131304 (Mech. Vent.)	272.50

On motion of Alderman Frost, the foregoing proposed substitute order 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, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Clewis, Axelrod, Schuller, Volini, Orr, Stone--45.

Nays--None.

**Authority Granted for Payments of Hospital, Medical and Nursing
Services Rendered Certain Injured Members of
Police and Fire Depts.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments for hospital, medical and nursing services rendered certain injured members of the Police and Fire Departments.

On motion of Alderman Frost the said proposed order 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, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Clewis, Axelrod, Schuller, Volini, Orr, Stone--45.

Nays--None.

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses, or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Police Department and/or the Fire Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

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Charles A. Bartucci, 031783, District 12; injured September 29, 1982	\$ 113.00
George H. Basile, 032112, Area 2 Violent Crimes; injured October 10, 1982	75.30
Robert P. Boehmer, 056942, Recruit Training; injured October 26, 1982	122.40
Eddie L. Boyd, 065197, District 13; injured October 2, 1982	125.00
John T. Brennan, 071772, Gang Crimes Enforcement - West; injured October 19, 1982	189.00
Robert Brogi, 075705, District 18; injured October 8, 1982	75.50
Harold J. Brown, 078992, District 14; injured October 20, 1982	179.25
William E. Bryant, 083283, Canine Unit; injured October 30, 1982	416.00
Dorice Burdine, 087531, District 11; injured October 10, 1982	399.25
James R. Carter, 111373, District 15; injured September 8, 1982	88.85
Arnold W. Cisco, Jr., 125910, District 7; injured September 27, 1982	47.50
John P. Collins, 136425, District 18; injured October 14, 1982	134.50
Robert W. Cooper, 146442, District 20; injured October 11, 1982	141.00
Thomas J. Costello, 150597, District 5; injured October 4, 1982	156.75
Kenneth O. Cox, 153249, District 5; injured October 10, 1982	89.18
Robert E. Cox, 153348, District 2; injured August 21, 1982	66.00
Robert M. Cronin, 157151, District 9; injured October 29, 1982	68.00
Paul L. Czernia, 165597, District 19; injured August 21, 1982	60.00
Michael A. Daukus, 170051, District 10; injured October 1, 1982	136.00
Love Davis, Jr., 183581, District 12; injured October 1, 1982	218.25
Salvatore A. DeCola, 176198, District 16; injured October 5, 1982	432.00
Robert T. Allen, 008441, District 15; injured October 2, 1982	146.00
George Andrikokus, 014167, District 16; injured June 26, 1982	124.00
Russell J. Baran, 026570, District 17; injured August 22, 1982	289.25
Peter A. Deskovich, 185851, District 8; injured October 15, 1982	83.00
Lawrence W. Dix, 3rd., 192592, District 3; injured October 10, 1982	90.00
Virginia B. Drozd, 206421, Public Transit; injured October 23, 1982	63.00
Thomas Pechous, 637525, District 14; injured May 24, 1982	14,852.00
Gary Schneider, 727627, District 25; injured August 23, 1982	128.85
James A. Sesso, 738599, Auto Theft Section; injured August 28, 1982	283.00

Bertrand Smith, 757281, District 13; injured September 29, 1982	\$ 55.00
Milton C. Smith, 761195, District 21; injured September 23, 1982	63.00
John J. Valenti, 827610, District 15; injured September 5, 1982	245.00
Jimmie P. Veraveic, 832451, District 10; injured September 11, 1982	208.50
Ralph Boyce, Engineer, Engine Company 94; injured February 9, 1982	46.00
Joseph Brennan, Firefighter, Truck 36; injured January 3, 1982	27.00
Arthur Burger, Firefighter, Engine Company 49; injured October 18, 1982	35.00
James L. Cunningham, Firefighter, Engine Company 113; injured July 2, 1982	872.60
John M. Daley, Firefighter, Engine Company 44; injured September 23, 1982	3,575.05
Edward D. Doocy, Firefighter, Truck 44; injured September 13, 1982	426.00
John Edwards, Paramedic, Ambulance 20; injured September 24, 1982	60.50
Hannah Eisenberg, Paramedic, Ambulance 29; injured October 10, 1982	147.00
Richard Fox, Firefighter, Squad 5; injured October 14, 1982	106.00
Carla Grovic, Paramedic, Relief Company; injured June 18, 1982	114.00
Richard Jackson, Firefighter, Engine Company 102; injured October 13, 1982	1,179.85
Arthur Kieldyk, Firefighter, Squad 1; injured January 16, 1982	146.00
Thomas Kiwanis, Firefighter, Engine Company 93; injured October 27, 1982	93.00
Joseph Kubalanza, Firefighter, Engine Company 18; injured August 23, 1982	384.00
Philip Lamm, Firefighter, Truck 24; injured September 23, 1982	147.55
Philip Leahy, Firefighter, Hook and Ladder Company 28; injured September 29, 1982	137.75
Michael Lobianco, Firefighter, Squad 3; injured October 15, 1982	115.25
James McNulty, Firefighter 1/C, Engine Company 61; injured July 25, 1982	80.00
Joseph Miranda, Firefighter, Truck 35; injured August 5, 1982	81.55
Bernard O'Donnell, Lieutenant, 4th District Relief; injured September 29, 1982	99.50
Ronald E. O'Keefe, Firefighter, Hook and Ladder Co. 22; injured October 10, 1982	95.00
Edward Reilly, Firefighter 1/C, Hook and Ladder Co. 8; injured January 30, 1980	38.25
Nicolas Russell, Firefighter, Engine Company 73; injured June 6, 1982	105.00
John J. Sheehan, Lieutenant, 1st District Relief; injured May 23, 1982	7,260.95
Robert J. Smith, Lieutenant, Engine Company 18; injured August 23, 1982	159.00

John Steimetz, Engineer, Engine Company 18; injured September 18, 1982	\$ 124.75
Wayne Varney, Firefighter, Hook and Ladder Company 35; injured August 7, 1982	288.30
Ernest Welter, Captain, Engine Company 104; injured June 16, 1982	729.00

and

Be It Further Ordered, That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered the injured members of the Police Department and/or Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expense, not to exceed the amount that the City may, or shall, have paid on account of such medical expense, in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937.

Edward P. Bourke, 063641, District 16; injured September 30, 1982	\$ 38.75
Robert Kelly, 410704, District 22; injured September 21, 1982	141.00
Donald A. Pascente, 633230, Major Accident Investigation Section; injured July 24, 1982	186.75
Marie C. Talkowski, 798106, District 9; injured September 18, 1982	298.00
Joel D. Walker, 839753, District 9; injured September 18, 1982	219.20

Authority Granted for Payment of Miscellaneous Refunds Compensation for Property Damage, Etc.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments of miscellaneous claims.

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

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

Nays--None.

Alderman Vrdolyak was excused from voting under the provisions of Rule 14 of the Council's Rules of Order.

The following is said order as passed:

Ordered. That the City Comptroller is authorized and directed to pay to the following-named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement of each claim on the date and location by type of claim; with said amount to be charged to the activity and account specified as follows:

Various License Refunds

Department of Finance: Account No. 100.9112.934

<i>Name and Address</i>	<i>License No.</i>	<i>Amount</i>
James Winfrey 8120 S. Maryland Chicago, Illinois 60619	1834 Tobacco	\$ 80.00
C.E.V.G., Incorporated 336-40 S. Halsted Street Chicago, Illinois 60606	K-26441 Liquor	669.00
C.E.V.G., Incorporated 336-40 S. Halsted Street Chicago, Illinois 60606	K-26442 Food	262.50
Faraj Mohamed 5204 N. Clark Street Chicago, Illinois 60640	5723 Tobacco	80.00
William Wrigley Jr. Co., Inc. 410 N. Michigan Avenue Chicago, Illinois 60611 c/o Carl Bjorndahl	1423 Flammable Liquids	110.00
William Wrigley Jr. Co., Inc. 410 N. Michigan Avenue Chicago, Illinois 60611 c/o Carl Bjorndahl	1647 Flammable Liquids	899.80
Chrome-Rite Company 4949 W. Arthington Street Chicago, Illinois 60644	64 Hazardous Materials	50.00
Chris-Walton Inn, Inc. 3659 W. Armitage Avenue Chicago, Illinois 60647	12635 Tobacco	80.00

Vehicle License Refunds.

Department of Finance: Account No. 300.9112.990

<i>Name and Address</i>	<i>License No.</i>	<i>Amount</i>
Dean P. Bowman 4180 N. Marine Drive Chicago, Illinois 60613	P-1110184	\$ 20.00
Doris Smith 9628 S. Brennen Chicago, Illinois 60617	P-601993	40.00
Harold Haag 3239 N. Ashland Avenue Chicago, Illinois 60657	MB-2785	15.00

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Mary R. Goers 4916 W. Eddy Chicago, Illinois 60641	P-602386	\$ 40.00
Elena Gether 4521 W. Lawrence Chicago, Illinois 60630	P-577771	20.00
Lilbert L. Louis 10500 S. Sangamon Chicago, Illinois 60643	P-601546	40.00

Permit Refunds.

Department of Inspectional Services: Account No. 100.9112.934

<i>Name and Address</i>	<i>Permit No.</i>	<i>Amount</i>
Brad Electric Incorporated 3045 W. Fullerton Avenue Chicago, Illinois 60647	537668 Electrical	\$ 446.25
Brad Electric Incorporated 3045 W. Fullerton Avenue Chicago, Illinois 60647	535153	35.43

Damage to Vehicles and/or Property.

Department of Police: Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Eamonn O'Connell 7809 S. Spaulding Chicago, Illinois 60652	4-21-82 5711 S. Kenton	\$ 132.50
Celestine O'Neal 5345 W. Ohio Street Chicago, Illinois 60644	5-1-82 5346 W. Ohio	255.56
Liberty Mutual Insurance Company and James A. Stone, 2440 W. 211th Street Olympia Fields, Illinois 60461	2-12-82 1015 W. Pershing Road (A1 450-7336-99)	1,206.48
Illinois Bell Tel. Company 212 W. Washington Street Chicago, Illinois 60606	2-4-82 5048 S. Pulaski Road	261.00
Fireman's Fund Insurance Company and Ronald L. Brooks 200 W. Monroe Street Chicago, Illinois 60606	1-20-82 227 W. North Avenue	614.90
Olivia Carter 929 W. 95th Street Chicago, Illinois 60643	6-7-82 929 W. 95th Street	1,350.00
Billy Joe Bradford 112 6th Street North Lipscomb, Alabama 35020	3-11-82 Police Department	100.00

Damage to Vehicles and/or Property.

Department of Streets and Sanitation: Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Thomas J. Sheridan 4941 W. Montana Street Chicago, Illinois 60639	7-10-82 Long Avenue near Diversey	\$ 138.00
Raymond Komatowski 1646 N. Wood Street Chicago, Illinois 60622	7-19-82 1646 N. Wood (Alley)	75.00
Helaine A. Billings 1700 E. 56th Street Chicago, Illinois 60637	7-8-82 1700 E. 56th Street	35.00
Alan Jacobs 33 N. LaSalle Street Chicago, Illinois 60602	7-27-82 Lake St. & Garvey Ct.	105.00
Deborah J. Gubin 3646 N. Lakewood Avenue Chicago, Illinois 60613	8-2-82 120 N. LaSalle Street	12.00
Daniel Camacho 2108 N. Hoyne Avenue Chicago, Illinois 60647	7-2-82 2108 N. Hoyne Avenue	69.00

and

Be It Further Ordered, That the Commissioner of Water is authorized to pay to the following-named claimants the respective amounts set opposite their names, said amount to be in full and final settlement of each claim on the date and location by type of claim; with said amount to be charged to the activity and amount specified as follows:

Water Leak Refunds

Department of Water: Account No. 200.8220.935

<i>Department of Water</i>	<i>Location</i>	<i>Amount</i>
Mario Rosa (Mandolini Co.) 44 S. Water Market Chicago, Illinois 60608	44 S. Water Market	\$ 300.00
Emma Schiller 1850 W. Oakdale Avenue Chicago, Illinois 60657	1850 W. Oakdale Avenue	235.56
Frank Belin 1230 S. Harding Avenue Chicago, Illinois 60623	1230 S. Harding Avenue	24.06
Oscar C. Jackson 5038 S. Aberdeen Street Chicago, Illinois 60609	5038 S. Aberdeen Street	13.80
Josaf Smal 2235 W. Walton Street Chicago, Illinois 60622	2235 W. Walton Street	38.00

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Therics C. Lindsey 180 W. Washington Street Room 504 Chicago, Illinois 60602	3436 S. Calumet Avenue	\$ 165.20
Leatha B. Jones 2317 W. 80th Place Chicago, Illinois 60620	7339 S. Yates Boulevard	74.57
Raul Guitierrez 2128 N. Leavitt Street Chicago, Illinois 60647	3552 W. Wabansia Avenue	243.42
Chris Grizzard 4518 S. Drexel Avenue Chicago, Illinois 60653	4518 S. Drexel Avenue	287.73
Deruisa Harrison 1076 N. West 86th Street Miami, Florida 33150	6827-6829 S. Wabash Avenue	300.00
William Karabetsos 6436 N. Albany Avenue Chicago, Illinois 60645	6436 N. Albany Avenue	167.34
Frank Komatowski 1646 N. Wood Street Chicago, Illinois 60622	1646 N. Wood Street	163.90
Theo Wells 7537 S. Michigan Avenue Chicago, Illinois 60619	314-316 S. Hoyne Street	106.62
Mary Snola 1910 S. May Street Chicago, Illinois 60608	1937 S. May Street	35.12
National Realty c/o Valerie K. Sekerka 3824 W. North Avenue Chicago, Illinois 60647	2135-2143 N. Lawndale Avenue	65.27
Luis Zepeda 8939 S. Escanaba Avenue Chicago, Illinois 60617	8939 S. Escanaba Avenue	73.68
Geri Price 8424 S. Ingleside Avenue Chicago, Illinois 60619	102-108 W. 76th Street	135.54
Peck - Hills Furniture Company 1353 S. Wabash Avenue Chicago, Illinois 60605	1355 S. Wabash Avenue	286.77
John Wiatr 3721 N. Christiana Avenue Chicago, Illinois 60618	3721 N. Christiana Avenue	10.53
Janet Ciero 849 N. Winchester Avenue Chicago, Illinois 60622	849 N. Winchester Avenue	74.85

Dominic Ardito 2057 W. Huron Street Chicago, Illinois 60612	2057 W. Huron Street	\$ 42.01

and

Be It Further Ordered. That the Commissioner of Water is authorized to decrease the amount due by the amount set opposite the name of the claimant upon payment of the unpaid balance; same being abatement of water rates on account of under ground leaks and to charge same to Account No. 200.8220.935

<i>Name and Address</i>	<i>Location</i>	<i>Amount</i>
Raymond and H. Gutierrez 7919 S. Maplewood Avenue Chicago, Illinois 60652	2130 W. 22nd Place	\$ 235.22
Robert Nelson 1160 N. Larrabee Street Chicago, Illinois 60610	1160 N. Larrabee Street	78.56
William Tsoukas 4761 N. Lincoln Avenue Chicago, Illinois 60625	4761 N. Lincoln Avenue	300.00
Johny Ruvalacaba 3025 W. 26th Street Chicago, Illinois 60623	3025 W. 26th Street	86.55
James O. Pendleton 1547 S. Kolin Avenue Chicago, Illinois 60623	5213 S. Aberdeen Street	97.17
A.F. Golden Agent 1228 W. Nelson Street Chicago, Illinois 60657	1228 W. Nelson Street	42.30
Grover Lewis 1301 S. Tripp Avenue Chicago, Illinois 60623	1301 S. Tripp Avenue	262.22
John H. McGillen 6321 N. Kilpatrick Avenue Chicago, Illinois 60646	6321 N. Kilpatrick Avenue	239.98
Miguel A. Hernandez 1729 N. Fairfield Avenue Chicago, Illinois 60647	1729 N. Fairfield Avenue	75.42
Thomas M. Murphy 1712 N. Maplewood Avenue Chicago, Illinois 60647	1712 N. Maplewood Avenue	300.00
Frank Henry 6734 S. Langley Avenue Chicago, Illinois 60637	6734 S. Langley Avenue	139.54
Janian Goala 1734 W. Division Street Chicago, Illinois 60622	1734 W. Division Street	300.00
D'Amico Realtor c/o Paul Petrosio 2643 W. 63rd Street Chicago, Illinois 60629	8057-8059 S. Ellis Avenue	300.00

December 27, 1982

REPORTS OF COMMITTEES

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Chris T. Buckley 4830 S. Evans Avenue Chicago, Illinois 60615	4830 S. Evans Avenue	\$ 300.00
Robert Bednar 8455 New England Burbank, Illinois 60459	3716 S. Paulina Street	116.08
Fred J. Gierke Jr. 2848 N. Damen Avenue Chicago, Illinois 60618	2848 N. Damen Avenue	118.67
1308 Building c/o Barry Shore 4235 Main Street Skokie, Illinois 60076	1302-1308 S. Pulaski Road	260.34
Stanislowa Smith 2242 N. Western Avenue Chicago, Illinois 60647	2242 N. Western Avenue	231.26
Walter Fobbs 501 N. Lawler Avenue Chicago, Illinois 60644	501-503 N. Lawler Avenue	155.12
Michele Falco 3650 N. Marshfield Avenue Chicago, Illinois 60613	3640 N. Marshfield Avenue	300.00
Rodolfo De La O 3921 W. North Avenue Chicago, Illinois 60647	3921 W. North Avenue	300.00
Bathsheba Davis 953 E. 84th Place Chicago, Illinois 60619	953-55 E. 84th Place	100.24
Clara B. Anthony 5201 S. Cornell Avenue Chicago, Illinois 60615	11154-56 S. Vernon Avenue	300.00
Antoinett Laurich 3149 S. Halsted Street Chicago, Illinois 60608	3149 S. Halsted Street	107.57
Albert R. Smith 2313 W. Warren Boulevard Chicago, Illinois 60612	2311 W. Warren Boulevard	216.17
Jose Rivera 2221 W. Cortland Street Chicago, Illinois 60647	2169 N. Rockwell Street	300.00
Cesar Perez 1422 W. Division Street Chicago, Illinois 60622	1442 W. Cortez Street	300.00
Albert Stralka 1515 W. Augusta Boulevard Chicago, Illinois 60622	1515 W. Augusta Boulevard	300.00
Tony Solaro 2536 S. Lowe Avenue Chicago, Illinois 60616	2538 S. Lowe Avenue	42.11

Flip Schumkow 3031 N. Avers Avenue Chicago, Illinois 60618	3031 N. Avers Avenue	\$ 107.80
Zivota Mirkovic 115 S. Prairie Avenue Bloomington, Illinois 60108	2122 S. Fairfield Avenue	109.81
Doris Johnson 1329 S. Karlov Avenue Chicago, Illinois 60623	1329 S. Karlov Avenue	300.00
Geraldine Harland 11227 S. King Drive Chicago, Illinois 60628	115 S. California Avenue	300.00
Fred Boyd 1307 S. Kedzie Avenue Chicago, Illinois 60623	1307 S. Kedzie Avenue	157.82
Prestal F. Carnes 1648 E. 87th Place Chicago, Illinois 60617	1648 E. 87th Place	253.08
Dan Simpson 5158 S. Racine Avenue Chicago, Illinois 60609	5156-5160 S. Racine Avenue	216.10
Henry Arnold 7137 S. Rhodes Avenue Chicago, Illinois 60619	7137 S. Rhodes Avenue	300.00
John Brown 2919 W. Fulton Street Chicago, Illinois 60612	1133 S. Mozart Street	60.07
Gerarda Soto 3449 W. North Avenue Chicago, Illinois 60647	3445 W. North Avenue	292.30
Jerry Levatino 132 N. LaSalle Street Chicago, Illinois 60602	932-934 W. Wilson Avenue	182.97
Double Door Cleaners 409-411 S. Cicero Avenue Chicago, Illinois 60644	409-411 S. Cicero Avenue	300.00
Ismael Ramos 1905 S. Loomis Street Chicago, Illinois 60608	1905 S. Loomis Street	190.21
Antonio Cervantes 2040 W. 22nd Street Chicago, Illinois 60608	2040 W. 22nd Street	202.33
Mary Podojil 4846 S. Luna Avenue Chicago, Illinois 60638	1629 S. Jefferson Street	30.86
James W. Phelan 4613 S. Winchester Avenue Chicago, Illinois 60609	5517 S. Justine Street	300.00

Do Not Pass--SUNDRY CLAIMS FOR PAYMENT
OF DAMAGE TO VEHICLES, ETC.

The Committee on Finance submitted the following report:

CHICAGO, December 21, 1982.

To the President and Members of the City Council:

Your Committee on Finance, to which were referred October 6, 1981, and subsequently, sundry claims as follows:

Compensation for Various Refunds:

Oct. 6, 1981	Edna B. Handy
July 15, 1982	Susan R. Kalvelage
July 15, 1982	James Jackson c/o Fred Johnson

Compensation for Personal Injuries:

Oct. 15, 1982	Virginia Kaczanowski
Oct. 15, 1982	Ruth Patzer
Dec. 1, 1982	Evelyn M. De Pover

Compensation for Damage to Property:

Sept. 15, 1982	Ira C. Dickey
Nov. 12, 1982	S. Sanders

Compensation for Damage to Vehicles:

July 15, 1982	Merle Kennedy
July 22, 1982	Henry L. McDonald
Sept. 15, 1982	Foster Allen
Sept. 15, 1982	Allstate Insurance Company and James Oakman
Sept. 15, 1982	Underwriters Adjusting Company and Chung Yiu Lee
Sept. 15, 1982	Bronislaw Tchorz
Sept. 15, 1982	Norma C. Sofo
Sept. 15, 1982	Augustin Quinones
Sept. 15, 1982	Steven J. Halter
Oct. 6, 1982	Spencer J. Wisinski
Oct. 6, 1982	George Lisner
Oct. 15, 1982	Scott Tuckman
Nov. 23, 1982	Allstate Insurance Company and George Montello
Nov. 23, 1982	Patricia Hagg

having had the same under advisement begs leave to report and recommend that Your Honorable Body *Do Not Pass* said claims for payment.

These recommendations were concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,
(Signed) WILSON FROST,
Chairman.

On motion of Alderman Frost the committee's recommendations were *Concurred In*, by yeas and nays as follows:

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

Nays--None.

Alderman Vrdolyak was excused from voting under the provisions of Rule 14 of the Council's Rules of Order.

Action Deferred--ON PROPOSED ORDINANCE AUTHORIZING THE EXECUTION
OF AGREEMENT BETWEEN ELECTRONICS, INC. AND THE CITY
FOR PREMISES AT CHICAGO-O'HARE
INTERNATIONAL AIRPORT.

The Committee on Finance submitted the following report which was on motion of Aldermen Cullerton and Pucinski, *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 15, 1982, from the Office of the Mayor transmitting a proposed ordinance authorizing the execution of a Video Game Room Concession License Agreement between Electronics, Inc. and the City of Chicago for premises located at Chicago-O'Hare International Airport 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:

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

SECTION 1. That the Mayor, subject to attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute in behalf of the City of Chicago an agreement between Electronics, Inc., and the City of Chicago for certain premises at Chicago O'Hare International Airport, said agreement to be in the following form:

[Agreement printed on pages 14528 - 14541 of this Journal.]

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

Action Deferred--ON PROPOSED ORDINANCE AUTHORIZING THE EXECUTION
OF AGREEMENT BETWEEN M & R GAMES, INC. AND CITY FOR PREMISES
AT CHICAGO-O'HARE INTERNATIONAL AIRPORT.

The Committee on Finance submitted the following report, which was on motion of Aldermen Cullerton and Pucinski, *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 15, 1982, from the Office of the Mayor transmitting a proposed Ordinance authorizing the execution of a Video Game Room Concession License Agreement between M & R Games, Inc. and the City of Chicago for premises located at Chicago-O'Hare International Airport 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:

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

SECTION 1. That the Mayor, subject to attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute in behalf of the City of Chicago an agreement between M & R Games Inc., and the City of Chicago for certain premises at Chicago O'Hare International Airport, said agreement to be in the following form:

[Agreement printed on pages 14542 - 14555 of this Journal]

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

Action Deferred--ON PROPOSED ORDINANCE AUTHORIZING THE ACCEPTANCE
OF BID FOR BOARD OF EDUCATION PROPERTY HELD IN TRUST FOR
USE OF SCHOOLS LOCATED AT NO. 5051 S. HAMLIN AV.

The Committee on Finance submitted the following report, which was on motion of Aldermen Sheahan and Lipinski, *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 proposed Ordinance from the Board of Education authorizing the acceptance of a bid from Theodore J. Machnicki, 3801 West 55th Street, in the sum of \$42,000.00, for the Board of Education property held in the trust by the City of Chicago for the use of schools located at 5051 South Hamlin Avenue (Former Nelson School) 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, The Board of Education of the City of Chicago made written request to the City Council of the City of Chicago to sell, in the manner provided by statute, the real estate hereinafter described; and

WHEREAS, The City Council, by ordinance duly passed, authorized and directed the City Comptroller to advertise for sale and receive bids on the said real estate; and

WHEREAS, The bids were opened and read at the first City Council meeting following the receipt of said bids; and

(Continued on page 14556)

This Agreement made this _____ day of _____, 1983, between the City of Chicago, a Municipal Corporation of Illinois (hereinafter referred to as "Licensor") and ELECTRONICS, INC., an Illinois corporation, (hereinafter referred to as "Licensee").

W I T N E S S E T H:

WHEREAS, Licensor owns and operates the Airports known as Chicago O'Hare International Airport, Chicago Midway Airport and Merrill C. Meigs Field (hereinafter referred to as "Airports"), situated in the City of Chicago, Counties of Cook and DuPage, State of Illinois; and

WHEREAS, Licensee desires to operate Video Game Room areas with certain rights in the Airports Terminal Buildings; and

WHEREAS, the Licensor deems it advantageous to itself and to its operation of the Airports to grant unto the Licensee the Video Game Room concession areas and rights, licenses and privileges as herein set forth; now, therefore.

Article I

A. Premises. Licensor, in consideration of the compensation and the sundry covenants and Agreements set forth herein to be kept and performed by Licensee, does hereby demise unto Licensee upon the conditions hereinafter set forth, all of which Licensee accepts, at Chicago O'Hare International Airport:

Space No. 3A-00-U3, consisting of 630 square feet, in Terminal 3;

as indicated on Exhibit "A", attached hereto and made a part hereof, said space to be used for the purpose of operating a Video Game Room concession and for no other purpose.

B. Operating Rights. The Licensor grants to Licensee a non-exclusive privilege, in common with others that the Licensor may from time to time authorize, to operate a Video Game Room on, upon and from the Airports, and for no one other purpose whatsoever; provided, however, that the Licensor hereby grants to Licensee the right of first refusal to operate any game room areas that may be made available on the Concourse level adjoining the Terminal Building in which this Licensee is granted said License. Such additional areas will be subject to all the terms and covenants provided herein and shall be identified in Exhibits attached hereto and made a part hereof.

Article II

Term

The term of this Agreement shall be for a period of five (5) years, beginning on _____, 1983, the day of approval of authorizing ordinance by the City Council of the City of Chicago and terminating on _____.

In the event that air transportation operations are discontinued at one or more of the airports covered by this Agreement, then the terms and conditions of this Agreement, in so far as they pertain to such airport or airports shall thereafter no longer be operative, except as they apply to the payment of outstanding fees or rentals or to other specific conditions of termination or cancellation contained herein. All other terms and conditions will remain in effect.

Article III

Fixed and Minimum Fees

A. Minimum and Percentages to be paid. During the term of this Agreement, Licensee agrees to pay Licensor the sum of \$16.00 per square foot per year for the demised area, with payment equal to one twelfth the fixed license fee of Eight Hundred Forty-and No/100 Dollars (\$840.00), due each month, in advance. In addition, as percentage license fee, Licensee agrees to pay Licensor a sum equal to 50% of gross receipts derived by Licensee from operation of O'Hare International Airport, provided, however the minimum percentage fee in the first year is to be One Hundred Thousand and No/100 Dollars (\$100,000.00) and in subsequent years to be 80% of the percentage fee of the previous year, but in no event to be less than One Hundred Thousand and No/100 Dollars (\$100,000.00) per year.

B. Schedule of Payments. The Licensee shall pay each month in advance to the City Comptroller of the City of Chicago (hereinafter called "City Comptroller") the sum equal of 1/12 of the minimum percentage fee noted above for Chicago O'Hare International Airport.

Licensee, within twenty (20) days of the end of each calendar month, shall pay to the City Comptroller a sum equal to the hereinabove described percentages of gross receipts for said calendar month less the amount prepaid as minimum percentage fee for that month.

Licensee shall furnish a separate monthly report certified by an officer of Licensee of gross sales at each location at Chicago O'Hare International Airport, to the City Comptroller and the Commissioner of Aviation.

Additional payments, required by adjustments, if any, for fees payable in excess of amount paid as required above shall be made concurrent with the submission of the annual "Statement of Sales and Fees" required by paragraph D of Article III.

C. Records of Licensee. The Licensee shall, with respect to business done by it in said Video Game Room operation, keep true and accurate accounts, records, books and data, which shall, among other things, show all sales made and services performed for cash, or credit, or otherwise (without regard to whether paid or not) and, also, the gross receipts of said business, and the aggregate amount of all sales and services and orders, and of all the Licensee's business done upon and within said Video Game Room concession areas. All records, methods of accounting and cash registers used by Licensee shall be approved by the City Comptroller. The terms "gross receipts," as used herein, shall be construed to mean, for all the purposes hereof, the aggregate amount of all sales made and services performed for cash, or credit, or otherwise, of every kind, name and nature, regardless of when or whether paid for or not, together with the aggregate amount of all exchanges of goods, wares, merchandise and service for like property, or services, at the selling price thereof, as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater. Licensee agrees to maintain an adequate and reasonable system of internal control to insure that sales are properly reported to the Licensor. The internal controls should include features normally employed by well managed game room operators. The internal control procedure must be described by the Licensee in writing and submitted to the City Comptroller prior to the effective date of this Agreement. Any changes to the internal controls must be reported to the City Comptroller in writing thirty (30) days prior to the effective date of change. The City Comptroller has the authority to require additional internal controls or procedures as he deems appropriate.

The term "gross receipts" shall exclude: (1) Federal, State, municipal or other governmental excise taxes (except federal manufacturer's excise taxes), use, sales privilege or retailer's occupation taxes now or hereafter imposed and collected by Licensee or its Sublicensees directly from patrons or customers, or as a part of the price of any goods, wares, merchandise, services or displays and paid over in turn by the party so collecting to any governmental agency; but this provision shall not excuse the Licensee or its Sublicensee from paying to governmental agencies all taxes for which it may be liable to them; (2) refunds made to customers due to dissatisfaction.

D. Books, Records and Audits. Licensee shall maintain at its office in Chicago or make available in Chicago of requested: its books, ledgers, journals, accounts and records wherein are kept all entries reflecting its operations at the airports under this Agreement. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the Commissioner of Aviation and the Comptroller of the City of Chicago, or their duly authorized representatives, at reasonable times during business hours, and to make copies and excerpts therefrom as may be necessary to make a full, proper and complete audit of all business transacted by Licensee in connection with its operation hereunder.

Within 120 days of the signing of this Agreement, Licensee shall furnish the Licensor with a written statement indicating Licensee's election to report either on a calendar year or fiscal year basis; such letter shall explain the Licensee's fiscal year if elected. Within 120 days after the close of each calendar or fiscal year, as previously elected, or the termination of the Agreement through passage of time or otherwise, the Licensee will provide the Licensor with a "Statement of Sales and Fees" representing sales and rents by month for the period being reported on, together with an opinion thereon of an independent certified public accountant. The Licensee must inform the Licensor of the identity of the independent certified public accountant prior to the close of such calendar or fiscal year and such independent certified public accountant must be acceptable to the Licensor.

The following is an example of an opinion which would satisfy these requirements:

"We, a firm of independent certified public accountants, have examined the accompanying statement of sales and fees reported to the City of Chicago by Electronics Inc., for the year ended _____ relating to the Video Game Room concession operations at Chicago O'Hare International Airport pursuant to an Agreement between the City of Chicago and Electronics, Inc., dated _____. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, the accompanying statement of sales and fees showing gross sales of _____ and total fees of _____ presents fairly the amount of gross sales and fees, as defined in the Agreement, for the year ended _____."

If the opinion of the independent certified public accountant is qualified or conditional in any manner, the City Comptroller has the right to cause an audit to be performed at Licensee's expense.

Licensee shall, upon request, furnish such other further financial or statistical reports as the City may, from time to time, require.

E. Pro Rata Payment. If the commencement or termination of this Agreement falls upon any date other than the first or last day of any calendar month, the applicable fees and charges for said month shall be paid by Licensee to Licensor pro rata in the same proportion that the number of days the Agreement is in effect for that month bears to the total number of days in that month.

F. Interest for Late Payment. Without waiving any other right of action available to Licensor in the event of delinquency by Licensee for a period of thirty (30) days or more in its payment to Licensor of the above fees and charges, and without waiving the interest specified herein upon acceptance of said payment, Licensee shall pay to Licensor interest thereon at the rate of ten (10%) percent per annum from the date such item was due and payable until paid. Such interest shall not accrue with respect to disputed items being contested in good faith by Licensee in which event the legal rate of interest shall prevail.

Article IV

General Description of the Concession

A. Merchandise. Licensee shall have the right at Chicago O'Hare International Airport to operate a Video Game Room concession. Licensee shall engage in no other business activity on the airports or premises

Licensee shall be permitted to install and operate coin-activated game machines or devices of that kind, nature or type.

B. Specialty and/or Ethnic Shops/Other Video Game Room Concession. Licensor reserves the right at any time to enter into agreements with others including duty-free operators for the operation at the Airports of concessions dealing exclusively in particular lines of merchandise or service such as, but not limited to video game room, subject to the covenants of Article I, B herein.

Article V

Investment by the Licensor and Licensee

A. Licensee agrees, as a necessary condition of this agreement, to completely remodel, and expand to the extent necessary the present concession areas on the upper level at Chicago O'Hare International Airport. This construction is to begin within sixty (60) days after approval of the agreement by the City Council of the City of Chicago. All such improvements, decor and equipment as are specified hereinafter as the responsibility of the Licensee, shall be furnished, supplied, installed and/or constructed by Licensee at its sole cost and expense and Licensee agrees and guarantees to make capital investments for said purposes, exclusive of any capital improvements made by Licensor, in the minimum amount of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00). Should enlarged and/or additional Video Game Room areas be needed during the first year of this agreement, Licensee agrees to provide them in the manner specified in this article and at a minimum cost to the Licensee to be negotiated at such time as the Commissioner may request such enlarged and/or additional facilities.

B. Installations by the Licensor and by the Licensee. As in the concession area designated on Exhibit "A", attached hereto, the Licensor, in any enlarged and/or additional Video Game Room concession areas, will provide:

- (1) Finished floors
- (2) Finished acoustical tile ceiling
- (3) General illumination
- (4) Adequate heat and ventilation, the adequacy to be determined by the Licensor.

In these same spaces the Licensee will provide:

- (1) All leasehold improvements not provided by the Licensor including, but not limited to, sales counters, display cabinets, interior and exterior partitions, enclosures, doors, additional lighting fixtures, decorations and all other fixtures, equipment and supplies.
- (2) All equipment, furniture, furnishings and fixtures necessary in the proper conduct of Licensee's business.
- (3) Enclosure walls and folding doors in any open wall areas of the concession areas, such enclosure walls and folding doors to be of a type, color and design which is compatible with other and similar installations in the terminals, and subject to the prior written approval of the Commissioner of Aviation.
- (4) Electricity (110/208 volts, 3 phase) and outlets provided in suitable numbers and location.

C. Improvements, Equipment and Decor Installed by Licensee at Chicago O'Hare International Airport:

1. Licensee agrees that all improvements, equipment and decor installed shall be designed to make the concession areas more attractive and provide better service to the public. All such items shall employ optimum essentials of aesthetics, convenience, function and design and shall be compatible in such respects with those of the airport.

2) Plans and specifications, and changes thereto, for all such structures and improvements shall be subject to the advance approval in writing of the Commissioner of Aviation and Commissioner of Public Works of the City of Chicago (hereinafter referred to as "Commissioner of Public Works").

3) During the period of construction, all construction work, workmanship materials and installation involved or incidental to the construction of the Building shall be subject at all times to inspection by Licensor without additional cost to Licensee. Licensee shall give or cause to be given to the Commissioner of Aviation and Commissioner of Public Works advance notice before starting any new work, and shall provide and cause the contractors and subcontractors to provide reasonable and necessary facilities for inspection. Licensee shall cause all construction work, workmanship, materials and installation to be in full compliance with plans and specifications.

4) Licensee shall reimburse Licensor for the cost of reviewing said plans and specifications, inspections or other related engineering services upon receipt of a warrant from Licensor, however, Licensee may deduct such cost from the first payment made of additional percentage fee.

5) Licensee shall at all times throughout the term hereof maintain the improvements and all other portions of the demised premises in good and serviceable condition and repair.

6) Licensee shall keep the demised premises and the improvements and facilities constructed thereon free and clear of any and all liens in any way arising out of the action, or use thereof by Licensee; provided, however, that Licensee may in good faith contest the validity of any lien.

7) In the event that the demised premises are reasonably required for Airport purposes that are neither capricious nor arbitrary prior to the expiration of this Agreement, the Commissioner of Aviation may upon sixty (60) days advance written notice to the Licensee direct Licensee to vacate the same provided that Licensor, within sixty (60) days after Licensee removal therefrom, will pay to Licensee the unamortized portion of the cost of any permanent structures and improvements constructed and installed thereon; such amortization to be computed on a straight-line basis over the period from the completion of said improvements to the expiration date hereof. Such required vacation of the demised premises by the Licensor shall be for most serious reasons only and best efforts will be made to substitute equal area.

D. Concession Area Layout and Decoration. The Licensee shall be entitled to layout the space as it desires, subject to written approval of the Commissioner of Aviation in advance of any installation.

E. Alterations, Additions or Replacements. Following the installation as hereinabove set forth, Licensee shall make no alterations, additions or replacements without obtaining the Commissioner of Aviation's written approval in advance thereof. The Licensee shall obtain prior approval from the Commissioner of Aviation and the Commissioner of Public Works before installing, at its own expense, any equipment which requires new electrical or plumbing connections or changes in those installed on the premises as of the effective date of this Agreement.

Article VI

Services to be Performed by Licensee

A. Hours of Operation. The concession at Chicago O'Hare International Airport shall remain open to serve the public at least twelve (12) hours a day from 8:00 A.M. to 8:00 P.M., seven days per week, provided, however, that if the Commissioner of Aviation deems it necessary to serve the public better, the Licensee agrees to open for longer periods as directed in writing by said Commissioner of Aviation.

B. Type of Operation. The Licensee shall operate the concession in accordance with the highest standards for this type of operation at other major airport terminal buildings. Games offered shall be top quality, dispensed in compliance with all applicable federal, state and local laws, ordinances and regulations. So-called "carnival" and cheaper forms of games shall not be offered for use on the demised premises. All games kept for use shall be subject to inspection at all times, and any games found to be objectionable by the Commissioner of Aviation shall be removed from stock immediately by the Licensee. The service shall at all times be prompt, clean, courteous and efficient.

C. Personnel. The Licensee's employees shall be clean, courteous, efficient and neat in appearance. The Licensee shall not employ any person or persons in or about the demised premises who shall use improper language or act in a loud or boisterous or otherwise improper manner. The Licensee agrees to dispense with the services of any employee whose conduct the Commissioner of Aviation feels is detrimental to the best interests of the Licensor.

D. Laws, Ordinances, etc. The Licensee shall observe and obey all the laws, ordinances, regulations, and rules of the federal, state and municipal governments which may be applicable to its operations at the Airports.

E. Trash, Garbage, etc. The Licensee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other refuse caused as a result of the operation of its business. The Licensee shall provide and use suitable covered metal receptacles for all garbage, trash and other refuse on or in connection with the demised premises. Piling of boxes, cartons, barrels, or other similar items, in an unsightly or unsafe manner, on or about the demised premises, is forbidden. Such trash, garbage, and other refuse shall be disposed of between the hours of 12:00 Midnight and 8:00 A.M. each day in a place to be designated by the Commissioner of Aviation.

F. Video Game Room Operation. The Licensee shall bear at his own expense all costs of operating the concession, and shall pay in addition to rental all other costs connected with the use of the premises and facilities, rights and privileges granted, including, but not limiting the generality thereof, maintenance, cleaning of glass enclosures inside and out, insurance, any and all taxes, janitor service and supplies, and shall pay for all permits and licenses required by law.

G. Public Address System. The Licensee shall permit the installation in its premises of flight announcements and other information broadcast over that system if in the opinion of the Commissioner of Aviation such installation is necessary.

H. Maintenance. Licensee shall maintain all of its leasehold improvements, trade fixtures, enclosure walls and doors in good order and repair, keeping the same clean, safe functioning and sanitary.

Article VII

Service to be Performed by the Licensor

The Licensor will maintain the structure, the roof and outer walls of the Terminal Buildings.

Licensor will not furnish janitorial service, interior or exterior window cleaning, guarding or custodial services, and Licensor will furnish no janitorial material or supplies for the demised premises.

Article VIII

Quality and Price Control

A. Services. Licensor agrees that Licensee's services, including its quality, its schedules of prices, charges and rates for same, shall be within Licensee's discretion; subject, however, to disapproval by the Commissioner of Aviation if, in the opinion of said parties, the

selection of games offered is inadequate in general or at any particular concession location, if the charges and rates are excessive or if any of said items is found to be objectionable for display and/or use in a public facility. The Commissioner of Aviation shall meet and confer with Licensee regarding such matters but Licensee acknowledges that Licensor's determination as to same shall be conclusive. Failure on the part of the Licensee to correct, rectify or modify its prices and quality within thirty (30) days of being advised in writing by the Commissioner of Aviation shall be cause for default by the Licensor, under the provisions of Article XXIII.

B. Inspection and Review. At Licensor's discretion, responsible representatives of Licensor and Licensee will confer for the purpose of making a complete inspection of Licensee's operations, including a review of the quality of service, and prices, maintenance of premises, furnishings and equipment and such other items as Licensor may wish to review.

Article IX

Cancellation by Licensee

This Agreement shall be subject to cancellation by the Licensee to the extent that its provisions apply to one or more of the municipal airports under Licensor's management and control in the event of any one or more of the following events:

- (1) The permanent abandonment of one or more of said airport as air terminal.
- (2) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of one or more of said airports, or any substantial part or parts thereof, in such a manner as substantially to restrict Licensee for a period of at least ninety (90) days from operating thereon.
- (3) Issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of one or more of such airports, and the remaining in force of such injunction for a period of at least ninety (90) days.
- (4) The default by the Licensor in the performance of any covenant or Agreement herein required to be performed by the Licensor and the failure of the Licensor to remedy such default for a period of sixty (60) days after receipt from the Licensee of written notice to remedy the same.

Article X

Property Rights Upon Termination

Upon the termination of this Agreement, through passage of time or otherwise, Licensee shall aid the Licensor in all ways possible in continuing the business of operating a Video Game Room concession in said terminal building(s) uninterrupted. Licensee further agrees to sell any or all of Licensee's furniture, furnishings, trade fixtures and equipment installed or used upon said premises by Licensee to the Licensor, or any interest thereto which Licensee may have, should the Licensor notify the Licensee in writing within ten (10) days before such termination date that the Licensor desires to purchase any or all of said furniture, furnishings, fixtures and equipment. In the event the Licensor exercises its option to purchase any or all of said furniture, furnishings, fixtures and equipment, it is agreed that the purchase price shall be the fair market value of such items at the date of such termination. If the parties are unable to agree upon the fair market value, it is agreed that each party shall appoint an appraiser and the two so appointed shall name a third appraiser and that the three appraisers so named shall determine the fair market value of such items, which determination shall be final and binding upon the parties hereto.

Upon the termination of this Agreement, through passage of time or otherwise, it is mutually agreed that the Licensee shall have no further claim, right, title or interest in or to any of the leasehold improvements installed by it under this Agreement, including but not limited to, the enclosure walls and doors.

Article XI

Damage or Destruction of Premises

Should any portion of the premises demised hereby be partially damaged by Fire or other casualty, but not be rendered untenable thereby, such premises shall be repaired by Licensor at its expense as quickly as practicable; and, in such event, there shall be no abatement of the minimum rental payable hereunder. In the event, however, that such damage is so extensive as to render any portion of the premises untenable, the damage shall be repaired by Licensor at its expense as quickly as practicable and the minimum rental payable hereunder shall, if the damage is to the premises situated at Chicago O'Hare International Airport, abate proportionately from the date of such damage until such time as the said premises shall again be tenable. The percentage rental provided hereunder shall not be affected by such circumstances.

Should any portion of the premises demised hereby be so extensively damaged by fire or other casualty as to render the same untenable, and should Licensor fail or refuse to repair or rebuild the same, Licensee shall be under no obligation to do so and shall be relieved of its obligation to continue the business formerly conducted by it in such area or areas, until such time as Licensor shall furnish Licensee with replacement space suitable to Licensee. In such event, if the damage is to the premises situated at Chicago O'Hare International Airport, the minimum rental payable hereunder with respect thereto shall abate.

In the event that the terminal building in any of the Airports shall be totally destroyed by fire or other disaster, this Agreement shall thereupon terminate only as to the premises demised hereby which are located in the terminal building so destroyed.

Should the terminal building at Chicago O'Hare International Airport be damaged by fire or other casualty or should any alternations or repairs be necessitated thereto as a result of which the traveling public is partially or totally diverted from those areas of the terminal in which Licensee is operating its concession (even if no actual damage is caused to Licensee's premises therein), the minimum percentage fee payable hereunder shall, until such time as such diversion ceases, be totally abated (if the diversion is total) or reasonably and proportionately adjusted (if the diversion is partial) to reflect such interference with the normal operation of Licensee's business. Licensor and Licensee shall forthwith negotiate in good faith such reasonable fee adjustment. The percentage fee provided hereunder shall not be affected.

Article XII

Insurance

Licensee, at the expense of Licensee, shall keep in force, during the term of this Agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as approved by the Comptroller for the protection of Licensor and/or Licensee. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller.

Said insurance may include, but need not be limited to, insurance coverages commonly known as, or similar in kind to, Public Liability, Products Liability, Property Damage, Loss of Rents, Fire and Extended Coverage, Workmen's Compensation, Scaffolding Act, and such other insurance coverage as deemed required in the sole determination of the Comptroller. All policies or endorsements thereto shall in all cases where possible name Licensor as Co-insured thereunder.

Upon approval by said Comptroller of all insurance required, in the forms, kinds and amounts to be procured, Licensee shall deliver all policy originals or duplicate originals and endorsements thereto to the Comptroller for incorporation within this Agreement as attachments thereto. In any event, Licensee is not to commence or to exercise any of the rights and privileges granted under this Agreement until such time as all insurance to be furnished by Licensee is in full force and effect.

Licensee expressly understands and agrees that any insurance protection furnished by Licensee hereunder shall in no way limit its responsibility to indemnify and save harmless Licensor under the provisions of Article XIV of this Agreement.

Article XIII

Employment Preference

Licensee agrees that it will use its best efforts to employ residents of the City of Chicago in the operation of its concessions at Chicago airports. Licensor shall have access to all employment information regarding prospective and existing personnel, including but not limited to: newspaper advertisements, employment applications and hiring and termination data to determine compliance with this Article. The information obtained thereby may be used in the consideration of the grant of future concession rights.

Article XIV

Indemnity

The Licensee does hereby covenant and agree to indemnify, save harmless and defend the Licensor from all fines, suits, claims, demands and actions of any kind and nature including antitrust claims, by reason of any and all of its operation hereunder and does hereby agree to assume all the risk in the operation of its business hereunder and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property.

Article XV

Inspection

The Licensee shall allow the Licensor's authorized representative access to the demised premises at all reasonable hours, for the purpose of examining and inspecting said premises, for purposes necessary incidental to or connected with the performance of its obligations hereunder, or in the exercise of its governmental functions.

Article XVI

Ingress and Egress

Subject to regulations governing the use of the Airport, the Licensee, his agents and servants, patrons and invitees, and his suppliers of service and furnishers of materials shall have the right of ingress to and egress from the premises demised exclusively to the Licensee; provided, however, that the suppliers of services, furnishings materials, or stock shall do so in such reasonable and at such times so as not to interfere with normal airport operations.

Article XVII

Assignment and Subletting

The Licensee shall not assign transfer, sublease, pledge, surrender or otherwise encumber or dispose of this Agreement or any estate created thereby, or any interest in any portion of the same, or permit any other person or persons, company or corporation to occupy the premises, without the written consent of the City Council being first obtained.

Article XVIII

Signs

Licensee shall not erect, install, operate nor cause nor permit to be erected, installed or operated in or upon the premises herein, the terminal buildings, or the Airports, any signs or other similar advertising device without first having obtained the Commissioner of Aviation's written consent thereto.

Article XIX

Redelivery

Licensee will make no unlawful or offensive use of said premises and will at the expiration of the term hereof or upon any sooner termination thereof without notice, quit and deliver up said premises to the Licensor and those having its estate in the premises, peaceable, quietly and in as good order and condition, reasonable use and wear expected, as the same now are or may hereafter be placed by the Licensee or the Licensor.

Article XX

Concessionaire's Bond

At the time of the execution hereof, Licensee shall execute and deliver to the City Comptroller a Concessionaire's Bond satisfactory to the City Comptroller with an approved corporate surety in the sum of One Hundred Fifty Thousand (\$150,000.00) Dollars, which bond shall guarantee faithful performance of the provisions of this Agreement.

Article XXI

Subject to Airline Agreements, Nondiscrimination and F.A.A. Requirements.

A. This Agreement is subject to the provisions of Paragraph 4, Article XI of that certain Agreement entitled "Airport Use Agreement" and the further provisions, including the right of cancellation of Section 6.04 Article VI of that certain Agreement entitled "Lease of Terminal Facilities" and to such other provisions of said related Agreements as may be pertinent as entered into between the City and Scheduled Airlines governing use and operation of the Airports.

B. Licensee, in performing under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex or national origin, nor otherwise commit an unfair employment practice. Licensee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex or national origin. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Licensor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Licensee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Licensee further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Agreement.

Attention is called to Executive Order 11246, issued September 24, 1965, 3 C.F.R., 1964-1965 Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, 42 U.S.C. § 2000d, et seq.; The Age Discrimination Act of 1975, 42 U.S.C. § 6101, et seq., and all amendments to those statutes and executive orders and regulations of the United States Departments of Labor, Transportation, and Health, Education, and Welfare and most particularly Department of Transportation, Title 49, Code of Federal Regulations, Part 21; to the State Acts approved July 26, 1967, Ill. Rev. Stat., Ch. 48, §§ 881-887 inclusive; July 28, 1961, Ill. Rev. Stat., Ch. 38, §§13-1 to 13-4 inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 48 §§ 851 to 856 inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29, §§ 17 to 24 inclusive (all 1977); and to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Journal of the Council proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198. 7A.

To demonstrate compliance, Licensee and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

Non-Discrimination in the use of the Premises by Licensee

This Agreement involves the construction or use of, or access to, space on, over, or under real property acquired, or improved under the Airport Development Aid Program and the Federal Aviation Administration, and therefore involves activity which services the public.

Licensee, for himself, his personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishings of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination, and (3) that Licensee shall use the premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation regulations.

In the event of the breach of any of the above non-discrimination covenants, the City of Chicago shall have the right to terminate this Agreement and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

Article XXII

Non-Waiver

Any waiver or any breach of covenants herein contained to be kept and performed by the Licensee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Licensor from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise.

Article XXIII

Default

These entire Agreements are made upon this condition, that if the Licensee shall be in arrears in the payment of rent for a period of sixty (60) days, or if Licensee shall fail to operate the facilities herein as required or if said Licensee shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such failures or neglect shall continue for a period of not less than thirty (30) days after the Licensor has notified Licensee in writing of Licensee's default hereunder and Licensee has failed to correct such defaults within said thirty (30) days (such thirty-day notification period shall not be construed to apply to any default in payment of rent or if Licensee shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors), then in any of said cases or event, the Licensor, or the Commissioner of Aviation lawfully may, at its option, immediately or any time thereafter, without demand or notice, enter into, and upon said demised premises or any part thereof and in the name of the whole, and repossess the same of its former estate, and expel said Licensee and those claiming by, through, or under it, and remove its effects, if any, forcibly if necessary, without being deemed guilty or trespass and without prejudice to any remedy which otherwise might be used, for arrears of fees or preceding breach of covenant. On the reentry aforesaid, this Agreement shall terminate.

Article XXIV

Independence of Agreement

It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto, or as constituting the Licensee as the agents, representatives or employees of the Licensor for any purpose or in any manner whatsoever. The Licensee is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

Article XXV

Rules, Regulations, Laws, Ordinances and Licenses

The Licensor shall have the right to and shall adopt and enforce reasonable rules and regulations with respect to the use of the Airports, Terminal Buildings, and related facilities, which Licensee agrees to observe and obey. The Licensee shall observe and obey all the laws, ordinances, regulations and rules of the federal, state and county and municipal governments which may be applicable to its operations at the Airports and shall obtain and maintain all permits and licenses necessary for its operation at the Airports. Licensee further agrees to pay all taxes imposed by law on the property or operation.

Licensor, by and through the Commissioner of Aviation, reserves the right to require of Licensee, during the term of this Agreement, the relocation of installed improvements within the Terminal Buildings or the exchange of any of the demised premises for other areas of equivalent size where and when in the opinion of said Commissioner it is necessary in the proper functioning of the Airports.

Article XXVI

Notices

Notices to Licensor provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to Department of Aviation, Room 1111, City Hall, Chicago, Illinois, 60602, and notice to Licensee if sent by certified mail, postage prepaid, addressed to Licensee at 1405 West Diversey Parkway, Chicago, Illinois 60614 or to such other addresses as the parties may designate to each other in writing from time to time.

Article XXVII

Paragraph Headings

The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

Article XXVIII

Invalid Provisions

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction the invalidity of any such covenant, condition or provision herein contained, provided that the invalidity of such covenant, condition or provision does not materially prejudice either Licensor or Licensee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

Article XXIV

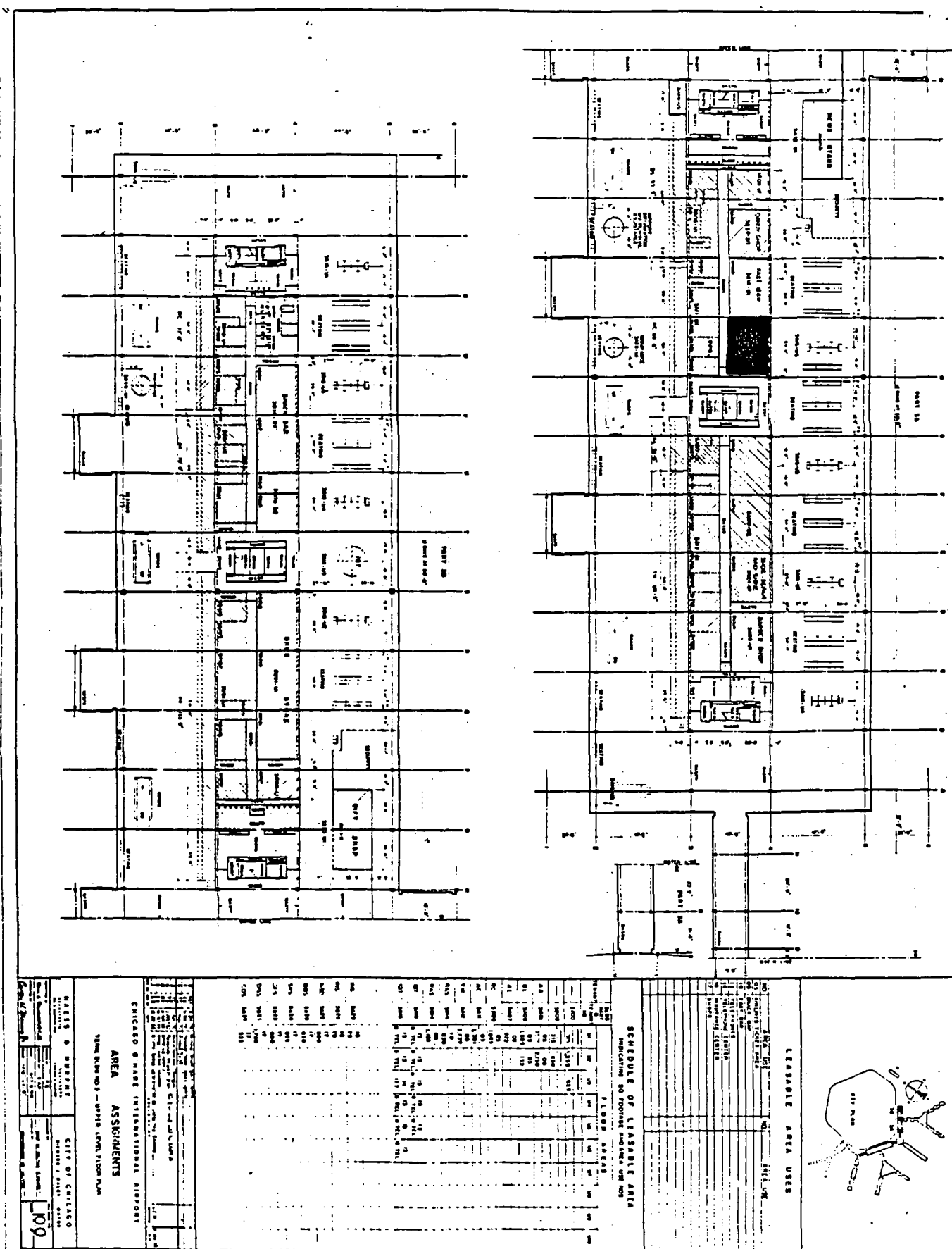
Prohibition of Recordation

This Agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring hereto, be filed in the office of the Recorder of Deeds of Cook County or DuPage County, Illinois, or in any other public office, by Licensee or anyone acting for Licensee and that if the same be so filed, this Agreement and each and every provision hereof shall, at the option of the Licensor, be and become absolutely null and void and Licensee may declare such filing a breach of this Agreement.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed _____, (C.L.P. pp. _____).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under the respective seals on the day and year first above written.

 Signature forms omitted for printing purposes.



This Agreement made this _____ day of _____, 1983, between the City of Chicago, a Municipal Corporation of Illinois (hereinafter referred to as "Licensor") and M & R GAMES, INC., an Illinois corporation, (hereinafter referred to as "Licensee").

W I T N E S S E T H:

WHEREAS, Licensor owns and operates the Airports known as Chicago O'Hare International Airport, Chicago Midway Airport and Merrill C. Meigs Field (hereinafter referred to as "Airports"), situated in the City of Chicago, Counties of Cook and DuPage, State of Illinois; and

WHEREAS, Licensee desires to operate Video Game Room areas with certain rights in the Airports Terminal Buildings; and

WHEREAS, the Licensor deems it advantageous to itself and to its operation of the Airports to grant unto the Licensee the Video Game Room concession areas and rights, licenses and privileges as herein set forth; now, therefore.

Article I

A. Premises. Licensor, in consideration of the compensation and the sundry covenants and Agreements set forth herein to be kept and performed by Licensee, does hereby demise unto Licensee upon the conditions hereinafter set forth, all of which Licensee accepts, at Chicago O'Hare International Airport:

Space No. 2A-242-U1, consisting of 630 square feet, in Terminal 2;

as indicated on Exhibit "A", attached hereto and made a part hereof, said space to be used for the purpose of operating a Video Game Room concession and for no other purpose.

B. Operating Rights. The Licensor grants to Licensee a non-exclusive privilege, in common with others that the Licensor may from time to time authorize, to operate a Video Game Room on, upon and from the Airports, and for no one other purpose whatsoever; provided, however, that the Licensor hereby grants to Licensee the right of first refusal to operate any game room areas that may be made available on the Concourse level adjoining the Terminal Building in which this Licensee is granted said License. Such additional areas will be subject to all the terms and covenants provided herein and shall be identified in Exhibits attached hereto and made a part hereof.

Article II

Term

The term of this Agreement shall be for a period of five (5) years, beginning on _____, 1983, the day of approval of authorizing ordinance by the City Council of the City of Chicago and terminating on _____.

In the event that air transportation operations are discontinued at one or more of the airports covered by this Agreement, then the terms and conditions of this Agreement, in so far as they pertain to such airport or airports shall thereafter no longer be operative, except as they apply to the payment of outstanding fees or rentals or to other specific conditions of termination or cancellation contained herein. All other terms and conditions will remain in effect.

Article III

Fixed and Minimum Fees

A. Minimum and Percentages to be paid. During the term of this Agreement, Licensee agrees to pay Licensor the sum of \$16.00 per square foot per year for the demised area, with payment equal to one twelfth the fixed license fee of Eight Hundred Forty-and No/100 Dollars (\$840.00), due each month, in advance. In addition, as percentage license fee, Licensee agrees to pay Licensor a sum equal to 50% of gross receipts derived by Licensee from operation of O'Hare International Airport, provided, however the minimum percentage fee in the first year is to be One Hundred Thousand and No/100 Dollars (\$100,000.00) and in subsequent years to be 80% of the percentage fee of the previous year, but in no event to be less than One Hundred Thousand and No/100 Dollars (\$100,000.00) per year.

B. Schedule of Payments. The Licensee shall pay each month in advance to the City Comptroller of the City of Chicago (hereinafter called "City Comptroller") the sum equal of 1/12 of the minimum percentage fee noted above for Chicago O'Hare International Airport.

Licensee, within twenty (20) days of the end of each calendar month, shall pay to the City Comptroller a sum equal to the hereinabove described percentages of gross receipts for said calendar month less the amount prepaid as minimum percentage fee for that month.

Licensee shall furnish a separate monthly report certified by an officer of Licensee of gross sales at each location at Chicago O'Hare International Airport, to the City Comptroller and the Commissioner of Aviation.

Additional payments, required by adjustments, if any, for fees payable in excess of amount paid as required above shall be made concurrent with the submission of the annual "Statement of Sales and Fees" required by paragraph D of Article III.

C. Records of Licensee. The Licensee shall, with respect to business done by it in said Video Game Room operation, keep true and accurate accounts, records, books and data, which shall, among other things, show all sales made and services performed for cash, or credit, or otherwise (without regard to whether paid or not) and, also, the gross receipts of said business, and the aggregate amount of all sales and services and orders, and of all the Licensee's business done upon and within said Video Game Room concession areas. All records, methods of accounting and cash registers used by Licensee shall be approved by the City Comptroller. The terms "gross receipts," as used herein, shall be construed to mean, for all the purposes hereof, the aggregate amount of all sales made and services performed for cash, or credit, or otherwise, of every kind, name and nature, regardless of when or whether paid for or not, together with the aggregate amount of all exchanges of goods, wares, merchandise and service for like property, or services, at the selling price thereof, as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater. Licensee agrees to maintain an adequate and reasonable system of internal control to insure that sales are properly reported to the Licensor. The internal controls should include features normally employed by well managed game room operators. The internal control procedure must be described by the Licensee in writing and submitted to the City Comptroller prior to the effective date of this Agreement. Any changes to the internal controls must be reported to the City Comptroller in writing thirty (30) days prior to the effective date of change. The City Comptroller has the authority to require additional internal controls or procedures as he deems appropriate.

The term "gross receipts" shall exclude: (1) Federal, State, municipal or other governmental excise taxes (except federal manufacturer's excise taxes), use, sales privilege or retailer's occupation taxes now or hereafter imposed and collected by Licensee or its Sublicensees directly from patrons or customers, or as a part of the price of any goods, wares, merchandise, services or displays and paid over in turn by the party so collecting to any governmental agency; but this provision shall not excuse the Licensee or its Sublicensee from paying to governmental agencies all taxes for which it may be liable to them; (2) refunds made to customers due to dissatisfaction.

D. **Books, Records and Audits.** Licensee shall maintain at its office in Chicago or make available in Chicago or requested: its books, ledgers, journals, accounts and records wherein are kept all entries reflecting its operations at the airports under this Agreement. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the Commissioner of Aviation and the Comptroller of the City of Chicago, or their duly authorized representatives, at reasonable times during business hours, and to make copies and excerpts therefrom as may be necessary to make a full, proper and complete audit of all business transacted by Licensee in connection with its operation hereunder.

Within 120 days of the signing of this Agreement, Licensee shall furnish the Licensor with a written statement indicating Licensee's election to report either on a calendar year or fiscal year basis; such letter shall explain the Licensee's fiscal year if elected. Within 120 days after the close of each calendar or fiscal year, as previously elected, or the termination of the Agreement through passage of time or otherwise, the Licensee will provide the Licensor with a "Statement of Sales and Fees" representing sales and rents by month for the period being reported on, together with an opinion thereon of an independent certified public accountant. The Licensee must inform the Licensor of the identity of the independent certified public accountant prior to the close of such calendar or fiscal year and such independent certified public accountant must be acceptable to the Licensor.

The following is an example of an opinion which would satisfy these requirements:

"We, a firm of independent certified public accountants, have examined the accompanying statement of sales and fees reported to the City of Chicago by M & R Games, Inc., for the year ended _____ relating to the Video Game Room concession operations at Chicago O'Hare International Airport pursuant to an Agreement between the City of Chicago and M & R Games, Inc., dated _____. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, the accompanying statement of sales and fees showing gross sales of _____ and total fees of _____ presents fairly the amount of gross sales and fees, as defined in the Agreement, for the year ended _____."

If the opinion of the independent certified public accountant is qualified or conditional in any manner, the City Comptroller has the right to cause an audit to be performed at Licensee's expense.

Licensee shall, upon request, furnish such other further financial or statistical reports as the City may, from time to time, require.

E. **Pro Rata Payment.** If the commencement or termination of this Agreement falls upon any date other than the first or last day of any calendar month, the applicable fees and charges for said month shall be paid by Licensee to Licensor pro rata in the same proportion that the number of days the Agreement is in effect for that month bears to the total number of days in that month.

F. **Interest for Late Payment.** Without waiving any other right of action available to Licensor in the event of delinquency by Licensee for a period of thirty (30) days or more in its payment to Licensor of the above fees and charges, and without waiving the interest specified herein upon acceptance of said payment, Licensee shall pay to Licensor interest thereon at the rate of ten (10%) percent per annum from the date such item was due and payable until paid. Such interest shall not accrue with respect to disputed items being contested in good faith by Licensee in which event the legal rate of interest shall prevail.

Article IV

General Description of the Concession

A. **Merchandise.** Licensee shall have the right at Chicago O'Hare International Airport to operate a Video Game Room concession. Licensee shall engage in no other business activity on the airports or premises

Licensee shall be permitted to install and operate coin-activated game machines or devices of that kind, nature or type.

B. Specialty and/or Ethnic Shops/Other Video Game Room Concession. Licenser reserves the right at any time to enter into agreements with others including duty-free operators for the operation at the Airports of concessions dealing exclusively in particular lines of merchandise or service such as, but not limited to video game room, subject to the covenants of Article I, B herein.

Article V

Investment by the Licenser and Licensee

A. Licensee agrees, as a necessary condition of this agreement, to completely remodel, and expand to the extent necessary the present concession areas on the upper level at Chicago O'Hare International Airport. This construction is to begin within sixty (60) days after approval of the agreement by the City Council of the City of Chicago. All such improvements, decor and equipment as are specified hereinafter as the responsibility of the Licensee, shall be furnished, supplied, installed and/or constructed by Licensee at its sole cost and expense and Licensee agrees and guarantees to make capital investments for said purposes, exclusive of any capital improvements made by Licenser, in the minimum amount of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00). Should enlarged and/or additional Video Game Room areas be needed during the first year of this agreement, Licensee agrees to provide them in the manner specified in this article and at a minimum cost to the Licensee to be negotiated at such time as the Commissioner may request such enlarged and/or additional facilities.

B. Installations by the Licenser and by the Licensee. As in the concession area designated on Exhibit "A", attached hereto, the Licenser, in any enlarged and/or additional Video Game Room concession areas, will provide:

- (1) Finished floors
- (2) Finished acoustical tile ceiling
- (3) General illumination
- (4) Adequate heat and ventilation, the adequacy to be determined by the Licenser.

In these same spaces the Licensee will provide:

- (1) All leasehold improvements not provided by the Licenser including, but not limited to, sales counters, display cabinets, interior and exterior partitions, enclosures, doors, additional lighting, fixtures, decorations and all other fixtures, equipment and supplies.
- (2) All equipment, furniture, furnishings and fixtures necessary in the proper conduct of Licensee's business.
- (3) Enclosure walls and folding doors in any open wall areas of the concession areas, such enclosure walls and folding doors to be of a type, color and design which is compatible with other and similar installations in the terminals, and subject to the prior written approval of the Commissioner of Aviation.
- (4) Electricity (110/208 volts, 3 phase) and outlets provided in suitable numbers and location.

C. Improvements, Equipment and Decor Installed by Licensee at Chicago O'Hare International Airport:

1. Licensee agrees that all improvements, equipment and decor installed shall be designed to make the concession areas more attractive and provide better service to the public. All such items shall employ optimum essentials of aesthetics, convenience, function and design and shall be compatible in such respects with those of the airport.

2) Plans and specifications, and changes thereto, for all such structures and improvements shall be subject to the advance approval in writing of the Commissioner of Aviation and Commissioner of Public Works of the City of Chicago (hereinafter referred to as "Commissioner of Public Works").

3) During the period of construction, all construction work, workmanship materials and installation involved or incidental to the construction of the Building shall be subject at all times to inspection by Licensor without additional cost to Licensee. Licensee shall give or cause to be given to the Commissioner of Aviation and Commissioner of Public Works advance notice before starting any new work, and shall provide and cause the contractors and subcontractors to provide reasonable and necessary facilities for inspection. Licensee shall cause all construction work, workmanship, materials and installation to be in full compliance with plans and specifications.

4) Licensee shall reimburse Licensor for the cost of reviewing said plans and specifications, inspections or other related engineering services upon receipt of a warrant from Licensor, however, Licensee may deduct such cost from the first payment made of additional percentage fee.

5) Licensee shall at all times throughout the term hereof maintain the improvements and all other portions of the demised premises in good and serviceable condition and repair.

6) Licensee shall keep the demised premises and the improvements and facilities constructed thereon free and clear of any and all liens in any way arising out of the action, or use thereof by Licensee; provided, however, that Licensee may in good faith contest the validity of any lien.

7) In the event that the demised premises are reasonably required for Airport purposes that are neither capricious nor arbitrary prior to the expiration of this Agreement, the Commissioner of Aviation may upon sixty (60) days advance written notice to the Licensee direct Licensee to vacate the same provided that Licensor, within sixty (60) days after Licensee removal therefrom, will pay to Licensee the unamortized portion of the cost of any permanent structures and improvements constructed and installed thereon; such amortization to be computed on a straight-line basis over the period from the completion of said improvements to the expiration date hereof. Such required vacation of the demised premises by the Licensor shall be for most serious reasons only and best efforts will be made to substitute equal area.

D. Concession Area Layout and Decoration. The Licensee shall be entitled to layout the space as it desires, subject to written approval of the Commissioner of Aviation in advance of any installation.

E. Alterations, Additions or Replacements. Following the installation as hereinabove set forth, Licensee shall make no alterations, additions or replacements without obtaining the Commissioner of Aviation's written approval in advance thereof. The Licensee shall obtain prior approval from the Commissioner of Aviation and the Commissioner of Public Works before installing, at its own expense, any equipment which requires new electrical or plumbing connections or changes in those installed on the premises as of the effective date of this Agreement.

Article VI

Services to be Performed by Licensee

A. Hours of Operation. The concession at Chicago O'Hare International Airport shall remain open to serve the public at least twelve (12) hours a day from 8:00 A.M. to 8:00 P.M., seven days per week, provided, however, that if the Commissioner of Aviation deems it necessary to serve the public better, the Licensee agrees to open for longer periods as directed in writing by said Commissioner of Aviation.

B. Type of Operation. The Licensee shall operate the concession in accordance with the highest standards for this type of operation at other major airport terminal buildings. Games offered shall be top quality, dispensed in compliance with all applicable federal, state and local laws, ordinances and regulations. So-called "carnival" and cheaper forms of games shall not be offered for use on the demised premises. All games kept for use shall be subject to inspection at all times, and any games found to be objectionable by the Commissioner of Aviation shall be removed from stock immediately by the Licensee. The service shall at all times be prompt, clean, courteous and efficient.

C. Personnel. The Licensee's employees shall be clean, courteous, efficient and neat in appearance. The Licensee shall not employ any person or persons in or about the demised premises who shall use improper language or act in a loud or boisterous or otherwise improper manner. The Licensee agrees to dispense with the services of any employee whose conduct the Commissioner of Aviation feels is detrimental to the best interests of the Licensors.

D. Laws, Ordinances, etc. The Licensee shall observe and obey all the laws, ordinances, regulations, and rules of the federal, state and municipal governments which may be applicable to its operations at the Airports.

E. Trash, Garbage, etc. The Licensee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other refuse caused as a result of the operation of its business. The Licensee shall provide and use suitable covered metal receptacles for all garbage, trash and other refuse on or in connection with the demised premises. Piling of boxes, cartons, barrels, or other similar items, in an unsightly or unsafe manner, on or about the demised premises, is forbidden. Such trash, garbage, and other refuse shall be disposed of between the hours of 12:00 Midnight and 8:00 A.M. each day in a place to be designated by the Commissioner of Aviation.

F. Video Game Room Operation. The Licensee shall bear at his own expense all costs of operating the concession, and shall pay in addition to rental all other costs connected with the use of the premises and facilities, rights and privileges granted, including, but not limiting the generality thereof, maintenance, cleaning of glass enclosures inside and out, insurance, any and all taxes, janitor service and supplies, and shall pay for all permits and licenses required by law.

G. Public Address System. The Licensee shall permit the installation in its premises of flight announcements and other information broadcast over that system if in the opinion of the Commissioner of Aviation such installation is necessary.

H. Maintenance. Licensee shall maintain all of its leasehold improvements, trade fixtures, enclosure walls and doors in good order and repair, keeping the same clean, safe functioning and sanitary.

Article VII

Service to be Performed by the Licensors

The Licensors will maintain the structure, the roof and outer walls of the Terminal Buildings.

Licensors will not furnish janitorial service, interior or exterior window cleaning, guarding or custodial services, and Licensors will furnish no janitorial material or supplies for the demised premises.

Article VIII

Quality and Price Control

A. Services. Licensors agree that Licensee's services, including its quality, its schedules of prices, charges and rates for same, shall be within Licensee's discretion; subject, however, to disapproval by the Commissioner of Aviation if, in the opinion of said parties, the

selection of games offered is inadequate in general or at any particular concession location, if the charges and rates are excessive or if any of said items is found to be objectionable for display and/or use in a public facility. The Commissioner of Aviation shall meet and confer with Licensee regarding such matters but Licensee acknowledges that Licensor's determination as to same shall be conclusive. Failure on the part of the Licensee to correct, rectify or modify its prices and quality within thirty (30) days of being advised in writing by the Commissioner of Aviation shall be cause for default by the Licensor, under the provisions of Article XXIII.

B. Inspection and Review. At Licensor's discretion, responsible representatives of Licensor and Licensee will confer for the purpose of making a complete inspection of Licensee's operations, including a review of the quality of service, and prices, maintenance of premises, furnishings and equipment and such other items as Licensor may wish to review.

Article IX

Cancellation by Licensee

This Agreement shall be subject to cancellation by the Licensee to the extent that its provisions apply to one or more of the municipal airports under Licensor's management and control in the event of any one or more of the following events:

- (1) The permanent abandonment of one or more of said airport as air terminal.
- (2) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of one or more of said airports, or any substantial part or parts thereof, in such a manner as substantially to restrict Licensee for a period of at least ninety (90) days from operating thereon.
- (3) Issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of one or more of such airports, and the remaining in force of such injunction for a period of at least ninety (90) days.
- (4) The default by the Licensor in the performance of any covenant or Agreement herein required to be performed by the Licensor and the failure of the Licensor to remedy such default for a period of sixty (60) days after receipt from the Licensee of written notice to remedy the same.

Article X

Property Rights Upon Termination

Upon the termination of this Agreement, through passage of time or otherwise, Licensee shall aid the Licensor in all ways possible in continuing the business of operating a Video Game Room concession in said terminal building(s) uninterruptedly. Licensee further agrees to sell any or all of Licensee's furniture, furnishings, trade fixtures and equipment installed or used upon said premises by Licensee to the Licensor, or any interest thereto which Licensee may have, should the Licensor notify the Licensee in writing within ten (10) days before such termination date that the Licensor desires to purchase any or all of said furniture, furnishings, fixtures and equipment. In the event the Licensor exercises its option to purchase any or all of said furniture, furnishings, fixtures and equipment, it is agreed that the purchase price shall be the fair market value of such items at the date of such termination. If the parties are unable to agree upon the fair market value, it is agreed that each party shall appoint an appraiser and the two so appointed shall name a third appraiser and that the three appraisers so named shall determine the fair market value of such items, which determination shall be final and binding upon the parties hereto.

Upon the termination of this Agreement, through passage of time or otherwise, it is mutually agreed that the Licensee shall have no further claim, right, title or interest in or to any of the leasehold improvements installed by it under this Agreement, including but not limited to, the enclosure walls and doors.

Article XI

Damage or Destruction of Premises

Should any portion of the premises demised hereby be partially damaged by Fire or other casualty, but not be rendered untenable thereby, such premises shall be repaired by Licensor at its expense as quickly as practicable; and, in such event, there shall be no abatement of the minimum rental payable hereunder. In the event, however, that such damage is so extensive as to render any portion of the premises untenable, the damage shall be repaired by Licensor at its expense as quickly as practicable and the minimum rental payable hereunder shall, if the damage is to the premises situated at Chicago O'Hare International Airport, abate proportionately from the date of such damage until such time as the said premises shall again be tenable. The percentage rental provided hereunder shall not be affected by such circumstances.

Should any portion of the premises demised hereby be so extensively damaged by fire or other casualty as to render the same untenable, and should Licensor fail or refuse to repair or rebuild the same, Licensee shall be under no obligation to do so and shall be relieved of its obligation to continue the business formerly conducted by it in such area or areas, until such time as Licensor shall furnish Licensee with replacement space suitable to Licensee. In such event, if the damage is to the premises situated at Chicago O'Hare International Airport, the minimum rental payable hereunder with respect thereto shall abate.

In the event that the terminal building in any of the Airports shall be totally destroyed by fire or other disaster, this Agreement shall thereupon terminate only as to the premises demised hereby which are located in the terminal building so destroyed.

Should the terminal building at Chicago O'Hare International Airport be damaged by fire or other casualty or should any alternations or repairs be necessitated thereto as a result of which the traveling public is partially or totally diverted from those areas of the terminal in which Licensee is operating its concession (even if no actual damage is caused to Licensee's premises therein), the minimum percentage fee payable hereunder shall, until such time as such diversion ceases, be totally abated (if the diversion is total) or reasonably and proportionately adjusted (if the diversion is partial) to reflect such interference with the normal operation of Licensee's business. Licensor and Licensee shall forthwith negotiate in good faith such reasonable fee adjustment. The percentage fee provided hereunder shall not be affected.

Article XII

Insurance

Licensee, at the expense of Licensee, shall keep in force, during the term of this Agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as approved by the Comptroller for the protection of Licensor and/or Licensee. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller.

Said insurance may include, but need not be limited to, insurance coverages commonly known as, or similar in kind to, Public Liability, Products Liability, Property Damage, Loss of Rents, Fire and Extended Coverage, Workmen's Compensation, Scaffolding Act, and such other insurance coverage as deemed required in the sole determination of the Comptroller. All policies or endorsements thereto shall in all cases where possible name Licensor as Co-insured thereunder.

Upon approval by said Comptroller of all insurance required, in the forms, kinds and amounts to be procured, Licensee shall deliver all policy originals or duplicate originals and endorsements thereto to the Comptroller for incorporation within this Agreement as attachments thereto. In any event, Licensee is not to commence or to exercise any of the rights and privileges granted under this Agreement until such time as all insurance to be furnished by Licensee is in full force and effect.

Licensee expressly understands and agrees that any insurance protection furnished by Licensee hereunder shall in no way limit its responsibility to indemnify and save harmless Licensors under the provisions of Article XIV of this Agreement.

Article XIII

Employment Preference

Licensee agrees that it will use its best efforts to employ residents of the City of Chicago in the operation of its concessions at Chicago airports. Licensors shall have access to all employment information regarding prospective and existing personnel, including but not limited to: newspaper advertisements, employment applications and hiring and termination data to determine compliance with this Article. The information obtained thereby may be used in the consideration of the grant of future concession rights.

Article XIV

Indemnity

The Licensee does hereby covenant and agree to indemnify, save harmless and defend the Licensors from all fines, suits, claims, demands and actions of any kind and nature including antitrust claims, by reason of any and all of its operation hereunder and does hereby agree to assume all the risk in the operation of its business hereunder and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property.

Article XV

Inspection

The Licensee shall allow the Licensors' authorized representative access to the demised premises at all reasonable hours, for the purpose of examining and inspecting said premises, for purposes necessary incidental to or connected with the performance of its obligations hereunder, or in the exercise of its governmental functions.

Article XVI

Ingress and Egress

Subject to regulations governing the use of the Airport, the Licensee, his agents and servants, patrons and invitees, and his suppliers of service and furnishers of materials shall have the right of ingress to and egress from the premises demised exclusively to the Licensee; provided, however, that the suppliers of services, furnishings, materials, or stock shall do so in such reasonable and at such times so as not to interfere with normal airport operations.

Article XVII

Assignment and Subletting

The Licensee shall not assign transfer, sublease, pledge, surrender or otherwise encumber or dispose of this Agreement or any estate created thereby, or any interest in any portion of the same, or permit any other person or persons, company or corporation to occupy the premises, without the written consent of the City Council being first obtained.

Article XVIII

Signs

Licensee shall not erect, install, operate nor cause nor permit to be erected, installed or operated in or upon the premises herein, the terminal buildings, or the Airports, any signs or other similar advertising device without first having obtained the Commissioner of Aviation's written consent thereto.

Article XIX

Redelivery

Licensee will make no unlawful or offensive use of said premises and will at the expiration of the term hereof or upon any sooner termination thereof without notice, quit and deliver up said premises to the Licensor and those having its estate in the premises, peaceable, quietly and in as good order and condition, reasonable use and wear expected, as the same now are or may hereafter be placed by the Licensee or the Licensor.

Article XX

Concessionaire's Bond

At the time of the execution hereof, Licensee shall execute and deliver to the City Comptroller a Concessionaire's Bond satisfactory to the City Comptroller with an approved corporate surety in the sum of One Hundred Fifty Thousand (\$150,000.00) Dollars, which bond shall guarantee faithful performance of the provisions of this Agreement.

Article XXI

Subject to Airline Agreements, Nondiscrimination and F.A.A. Requirements.

A. This Agreement is subject to the provisions of Paragraph 4, Article XI of that certain Agreement entitled "Airport Use Agreement" and the further provisions, including the right of cancellation of Section 6.04 Article VI of that certain Agreement entitled "Lease of Terminal Facilities" and to such other provisions of said related Agreements as may be pertinent as entered into between the City and Scheduled Airlines governing use and operation of the Airports.

B. Licensee, in performing under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex or national origin, nor otherwise commit an unfair employment practice. Licensee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex or national origin. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Licensor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Licensee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Licensee further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Agreement.

Attention is called to Executive Order 11246, issued September 24, 1965, 3 C.F.R., 1964-1965 Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, 42 U.S.C. § 2000d, *et seq.*; The Age Discrimination Act of 1975, 42 U.S.C. § 6101, *et seq.*, and all amendments to those statutes and executive orders and regulations of the United States Departments of Labor, Transportation, and Health, Education, and Welfare and most particularly Department of Transportation, Title 49, Code of Federal Regulations, Part 21; to the State Acts approved July 26, 1967, Ill. Rev. Stat., Ch. 48, §§ 881-887 inclusive; July 28, 1961, Ill. Rev. Stat., Ch. 38, §§13-1 to 13-4 inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 48 §§ 851 to 856 inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29, §§ 17 to 24 inclusive (all 1977); and to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Journal of the Council proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198. 7A.

To demonstrate compliance, Licensee and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

Non-Discrimination in the use of the Premises by Licensee

This Agreement involves the construction or use of, or access to, space on, over, or under real property acquired, or improved under the Airport Development Aid Program and the Federal Aviation Administration, and therefore involves activity which services the public.

Licensee, for himself, his personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishings of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination, and (3) that Licensee shall use the premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation regulations.

In the event of the breach of any of the above non-discrimination covenants, the City of Chicago shall have the right to terminate this Agreement and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

Article XXII

Non-Waiver

Any waiver or any breach of covenants herein contained to be kept and performed by the Licensee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Licensor from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise.

Article XXIII

Default

These entire Agreements are made upon this condition, that if the Licensee shall be in arrears in the payment of rent for a period of sixty (60) days, or if Licensee shall fail to operate the facilities herein as required or if said Licensee shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such failures or neglect shall continue for a period of not less than thirty (30) days after the Licensor has notified Licensee in writing of Licensee's default hereunder and Licensee has failed to correct such defaults within said thirty (30) days (such thirty-day notification period shall not be construed to apply to any default in payment of rent or if Licensee shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors), then in any of said cases or event, the Licensor, or the Commissioner of Aviation lawfully may, at its option, immediately or any time thereafter, without demand or notice, enter into, and upon said demised premises or any part thereof and in the name of the whole, and repossess the same of its former estate, and expel said Licensee and those claiming by, through, or under it, and remove its effects, if any, forcibly if necessary, without being deemed guilty or trespass and without prejudice to any remedy which otherwise might be used, for arrears of fees or preceding breach of covenant. On the reentry aforesaid, this Agreement shall terminate.

Article XXIV

Independence of Agreement

It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto, or as constituting the Licensee as the agents, representatives or employees of the Licensor for any purpose or in any manner whatsoever. The Licensee is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

Article XXV

Rules, Regulations, Laws, Ordinances and Licenses

The Licensor shall have the right to and shall adopt and enforce reasonable rules and regulations with respect to the use of the Airports, Terminal Buildings, and related facilities, which Licensee agrees to observe and obey. The Licensee shall observe and obey all the laws, ordinances, regulations and rules of the federal, state and county and municipal governments which may be applicable to its operations at the Airports and shall obtain and maintain all permits and licenses necessary for its operation at the Airports. Licensee further agrees to pay all taxes imposed by law on the property or operation.

Licensor, by and through the Commissioner of Aviation, reserves the right to require of Licensee, during the term of this Agreement, the relocation of installed improvements within the Terminal Buildings or the exchange of any of the demised premises for other areas of equivalent size where and when in the opinion of said Commissioner it is necessary in the proper functioning of the Airports.

Article XXVI

Notices

Notices to Licensor provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to Department of Aviation, Room 1111, City Hall, Chicago, Illinois, 60602, and notice to Licensee if sent by certified mail, postage prepaid, addressed to Licensee at 8707 Skokie Boulevard, Skokie, Illinois 60077 or to such other addresses as the parties may designate to each other in writing from time to time.

Article XXVII

Paragraph Headings

The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

Article XXVIII

Invalid Provisions

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction the invalidity of any such covenant, condition or provision herein contained, provided that the invalidity of such covenant, condition or provision does not materially prejudice either Licensor or Licensee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

Article XXIV

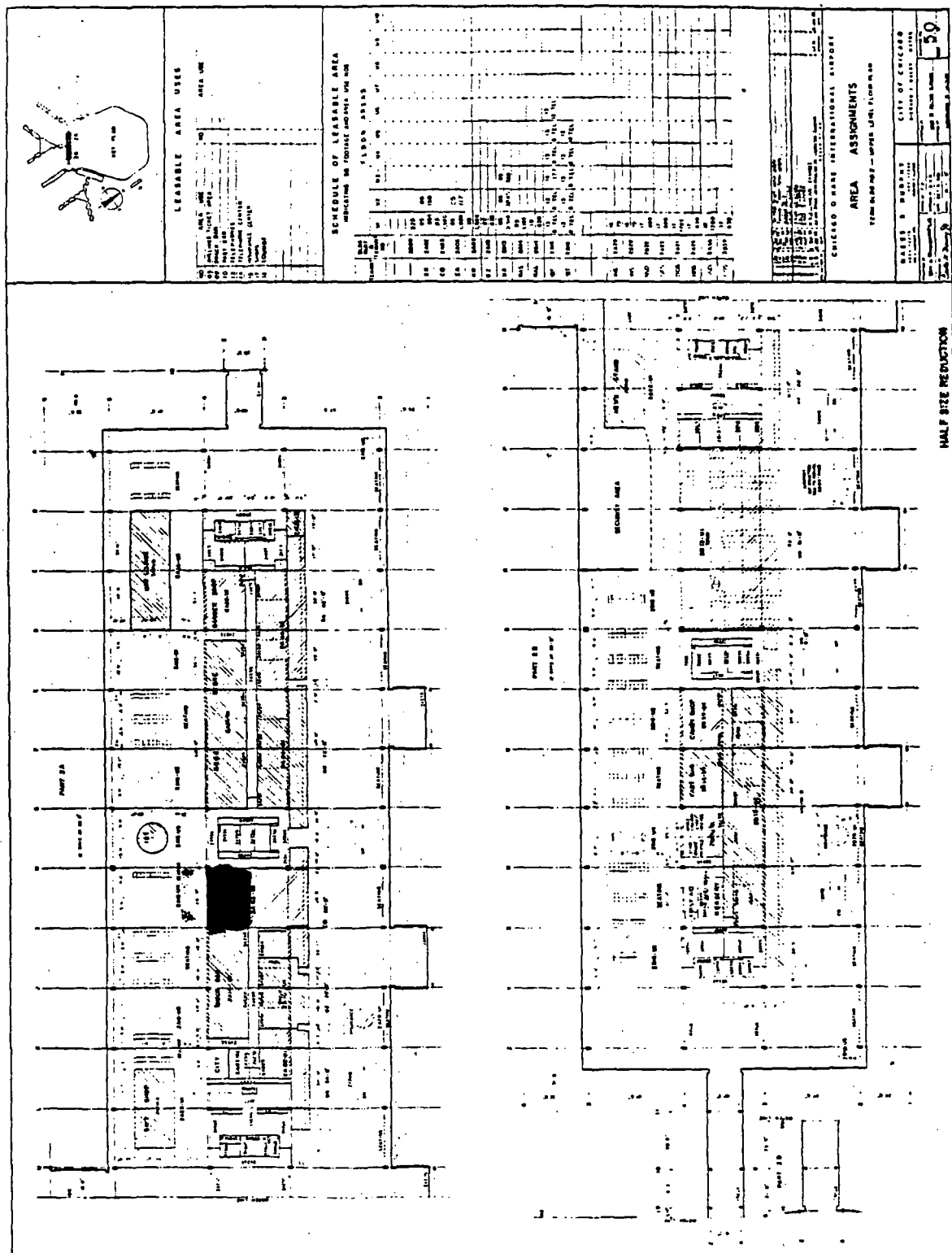
Prohibition of Recordation

This Agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring hereto, be filed in the office of the Recorder of Deeds of Cook County or DuPage County, Illinois, or in any other public office, by Licensee or anyone acting for Licensee and that if the same be so filed, this Agreement and each and every provision hereof shall, at the option of the Licensors, be and become absolutely null and void and Licensee may declare such filing a breach of this Agreement.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed _____, (C.J.P. pp. _____).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under the respective seals on the day and year first above written.

Signature forms omitted for printing purposes.



(Continued from page 14527)

WHEREAS, The Board of Education of the City of Chicago has, by a vote of not less than three-fourths of its full membership, recommended to the City Council that the following bid from Theodore J. Machnicki of 3801 W. 55th Street, Chicago, Illinois 60632, in the amount of \$42,000 be accepted. Two appraisals were made for this property and they indicated that the fair market value is as follows:

John J. Lyndon, M.A.I. September 23, 1982	\$ 45,000

John F. Clark, M.A.I. November 17, 1982	\$ 50,000

now, therefore,

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

SECTION 1. The City of Chicago hereby accepts the bid of Theodore J. Machnicki to purchase vacant school building and land described as follows, to-wit:

The North 250 feet of the South 283 feet of the East 125 feet of the West 158 feet of the West half of the South West quarter of the South East quarter of the North West quarter of Section 11, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

which property has a frontage of 125 feet on north side of W. 51st Street and a frontage of 125 feet on south side of W. 50th Place, containing an area of approximately 31,250 square feet.

SECTION 2. That the Mayor and City Clerk are authorized to sign and attest a deed conveying all rights of the City of Chicago In Trust For The Use of Schools in and to said school property and to deliver said deed to the City Comptroller.

SECTION 3. The City Clerk is authorized to deliver the deposit check submitted by the bidder (Theodore J. Machnicki) to the City Comptroller, who is authorized to deliver said deed to the purchaser or his nominee upon receipt of the balance of the purchase price.

SECTION 4. This ordinance shall be in effect from and after its passage.

*Placed on File--*MISCELLANEOUS MATTERS.

The Committee on Finance submitted reports recommending that the City Council *Place on File* miscellaneous documents transmitted therewith. On motion of Alderman Frost the committee's recommendations were *Concurred In*.

The following is a summary of said documents:

A communication from the Lydia Home Association concerning financial statements made for June 30, 1982.

A communication from the Catholic Charities, dated December 8, 1982 concerning their Annual Report for year ending June 30, 1982.

COMMITTEE ON BUILDINGS AND ZONING

Chicago Zoning Ordinance Amended to Reclassify the Areas
Shown on Map Nos. 1-I and 2-I.

The Committee on Buildings and Zoning submitted the following report:

CHICAGO, December 22, 1982.

To the President and Members of the City Council:

Your Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred to Your Committee on October 15, 1982) to amend the Chicago Zoning Ordinance for the purpose of reclassifying a particular area.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) EDWARD R. VRDOLYAK,
Chairman.

Respectfully submitted,
(Signed) FRED B. ROTI,
Vice-Chairman.

On motion of Alderman Roti the committee's recommendation was *Concurred In* and said proposed ordinance was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Davis, Hagopian, Martinez, Gabinski, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Pucinski, Natarus, Oberman, Clewis, Axelrod, Schulter, Volini, Orr, Stone--42.

Nays--None.

The following is said ordinance as passed:

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 and B4-3 Restricted Business Districts symbols and indications as shown on Map No. 1-1 in the area bounded by

the alley next north of and parallel to W. Madison Street; a line 138.78 feet east of N. Albany Avenue; W. Madison Street; and a line 305 feet east of N. Kedzie Avenue,

and all the B4-3 Restricted Business District and R5 General Residence District symbols and indications as shown on Map No. 2-1 in the area bounded by

the alley next north of and parallel to W. Madison Street; a line 138.78 feet east of N. Albany Avenue; W. Madison Street; and a line 305 feet east of N. Kedzie Avenue,

and all the B4-3 Restricted Business District and R5 General Residence District symbols and indications as shown on Map No. 2-1 in the area bounded by

W. Madison Street; S. Albany Avenue; the alley next south of and parallel to W. Madison Street; the alley next west of and parallel to S. Albany Avenue; the alley next north of and parallel to W. Monroe Street; a line 260.05 feet west of S. Albany Avenue; W. Monroe Street; and a line 225 feet east of S. Kedzie Avenue,

to those of a Residential Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

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

[Residential Planned Development printed on pages 14559 through 14563 of this Journal.]

**Chicago Zoning Ordinance Amended to Reclassify
the Area Shown on Map No. 10-E.**

The Committee on Buildings and Zoning submitted the following report:

CHICAGO, December 22, 1982.

To the President and Members of the City Council:

Your Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith (referred to Your Committee on July 15, 1982) to amend the Chicago Zoning Ordinance for the purpose of reclassifying a particular area.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) EDWARD R. VRDOLYAK,
Chairman.

(Signed) FRED B. ROTI,
Vice-Chairman.

On motion of Alderman Roti the committee's recommendation was *Concurred In* and said 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, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

Nays--None.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 and R5 General Residence, and B4-3 Restricted Service Districts, and Residential Planned Development No. 99 symbols and indications as shown on Map. No. 10-E in the area bounded by

a line 155.5 feet south of E. Oakwood Boulevard; a line 150 feet east of S. Dr. Martin Luther King Jr. Drive; the alley next south of and parallel to E. Oakwood Boulevard; S. Vincennes Avenue; a line from a point 49.1 feet south of E. 40th Street along the west line of S. Vincennes Avenue, to a point 24.75 feet south of E. 40th Street along the east line of the alley next west of S. Vincennes Avenue; the alley next west of S. Vincennes Avenue; a line 149.75 feet south of E. 40th Street along the east line of the alley next west of S. Vincennes Avenue, to a point 174.1 feet south of E. 40th Street along the west line of S. Vincennes Avenue; S. Vincennes Avenue; E. 41st Street; S. Dr. Martin Luther King Jr. Drive; E. 40th Street; the alley next east of and parallel to S. Dr. Martin Luther King Jr. Drive; a line 162.3 feet north of E. 40th Street; and S. Dr. Martin Luther King Jr. Drive,

to the designation of Residential Planned Development No. 99, as amended, which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

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

(Continued on page 14564)

RESIDENTIAL PLANNED DEVELOPMENTSTATEMENTS

1. The area delineated herein as "Residential Planned Development" is owned or controlled by the Department of Urban Renewal of the City of Chicago and is designated as Disposition Parcel R-1 in the Madison-Albany Project, and is subject to a Contract of Sale to the 3/W Company.
2. Off-street parking and off-street lading facilities shall be provided in compliance with this Plan of Development.
3. Any dedication of, or vacation of streets, or resubdivision of parcels shall require a separate submittal on behalf of the Department of Urban Renewal or its successor and approval by the Chicago City Council.
4. All applicable official reviews, approvals or permits are required to be obtained by the Department of Urban Renewal or its successor upon conveyance of Disposition Parcel R1 in the Madison-Albany Project.
5. Service drives or any other ingress or egress lanes, not heretofore proposed to be dedicated shall be adequately designed and paved in accord with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking permitted within such paved area.
6. Use of land will consist of 3-story walk-up apartment structures for family housing, related residential and residential uses, and off-street parking and loading.
7. The following information sets forth data concerning the property included in said development and a generalized Land Use Plan illustrating the development of said property in accordance with the intent and purpose of the Chicago Zoning Ordinance.
8. Identification signs may be permitted within the area delineated as Residential Planned Development subject to the review and approval of the Department of Inspectional Services and the Department of Planning.
9. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments" as adopted by the Department of Planning.

APPLICANT: Department of Urban Renewal

DATE: October 6, 1982

RESIDENTIAL PLANNED DEVELOPMENT

PLANNED DEVELOPMENT USE & BULK REGULATIONS & DATA

Net Site Area		General Description of Land Use	D.U.s	F.A.R.	Percentage of Land Coverage
Square Feet	Acres				
214,615.49	4.93	Three-story walk-up apartments for family housing and related residential and recreation uses, off-street parking.	96	0.5	17%

THE ABOVE NOTED REGULATIONS RELATED TO THE ULTIMATE DEVELOPMENT WITHIN THE PLANNED DEVELOPMENT AREA. INTERIM STAGES OF DEVELOPMENT MAY EXCEED THESE PERMITTED STANDARDS, SUBJECT TO THE APPROVAL OF THE DEPARTMENT OF PLANNING.

Gross Site Area: Net Site Area 214,615.49 sq. ft. + area of adjacent public streets and alleys 72,685.42 sq. ft. = 287,300.91 sq. ft. or 6.6 acres.

Maximum Dwelling Units: 96 Dwelling Units

Maximum permitted F.A.R. for total site: 0.5

Minimum periphery set backs: North 11'
West 11'
South 12'
East 38'

Minimum Number of Parking Spaces: Family Housing 96 Spaces

Minimum Number of Off-street Loading Spaces: 1 space

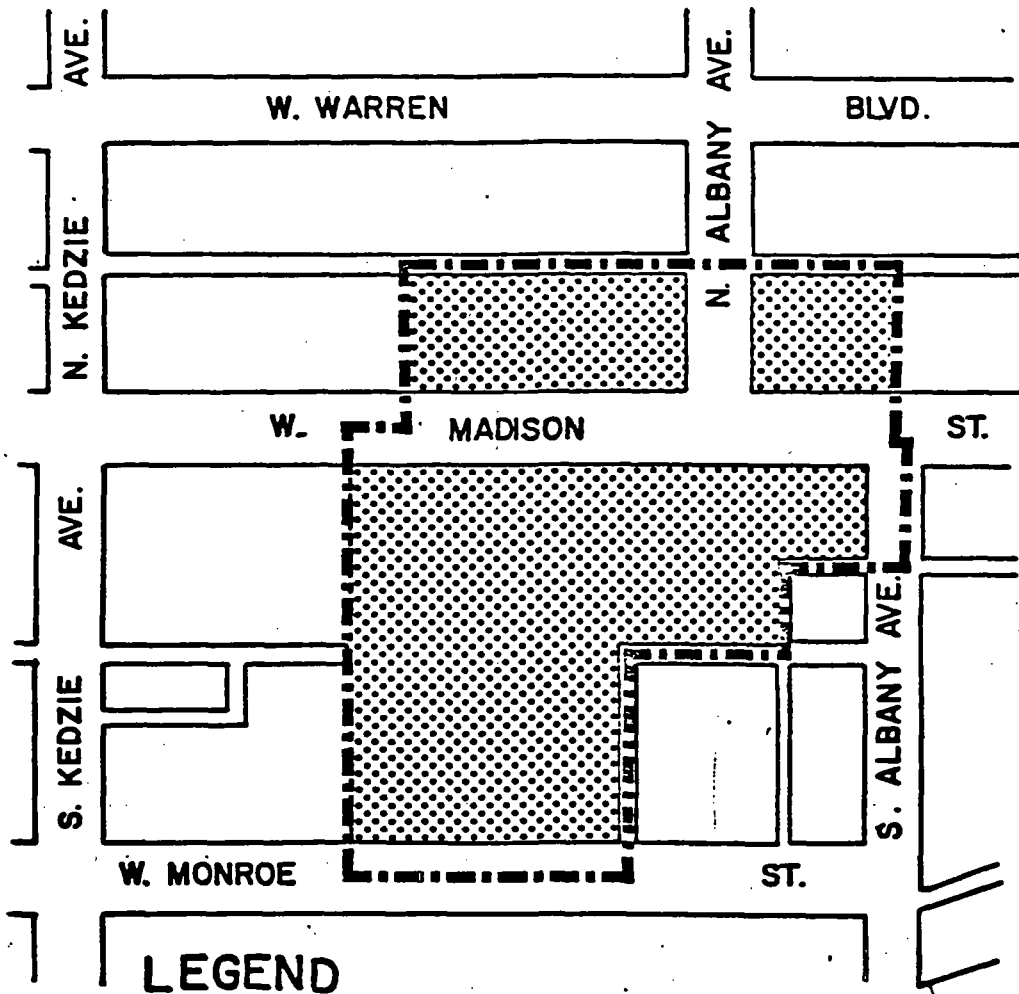
Maximum Percent of Land Covered (for total net site area) 17%

Set backs may be adjusted when necessary because of technical reasons, subject to the approval of the Department of Planning.

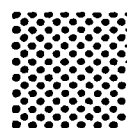
APPLICANT: Department of Urban Renewal

DATE: October 6, 1982

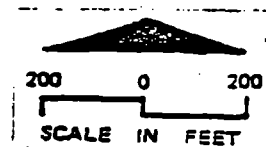
RESIDENTIAL PLANNED DEVELOPMENT GENERALIZED LAND USE PLAN



----- PLANNED DEVELOPMENT BOUNDARY

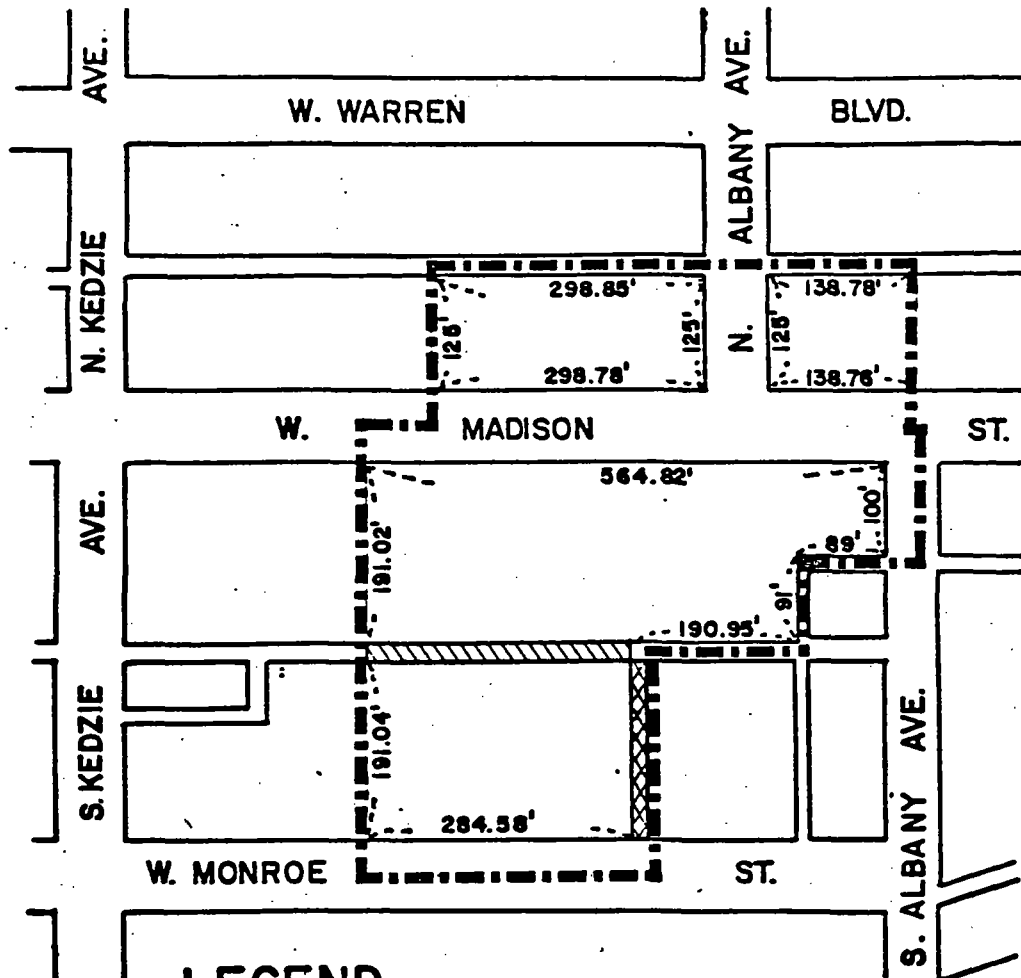


WALK-UP APARTMENTS FOR FAMILY
HOUSING, RELATED RESIDENTIAL AND
RECREATION USES, OFF-STREET
PARKING & LOADING.



APPLICANT: DEPARTMENT OF URBAN RENEWAL - CITY OF CHICAGO
DATE: OCTOBER 6, 1982

RESIDENTIAL PLANNED DEVELOPMENT PROPERTY LINE MAP AND RIGHT-OF-WAY ADJUSTMENTS



LEGEND

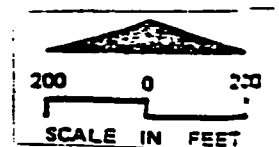
----- PLANNED DEVELOPMENT BOUNDARY



PROPOSED TO BE VACATED



PROPOSED TO BE DEDICATED



APPLICANT: DEPARTMENT OF URBAN RENEWAL - CITY OF CHICAGO

DATE: OCTOBER 6, 1982

(Continued from page 14558)

[Residential Planned Development printed on pages 14565 through 14570 of this Journal.]

**Chicago Zoning Ordinance Amended to Reclassify
the Area Shown on Map No. 14-E.**

The Committee on Buildings and Zoning submitted the following report:

CHICAGO, December 22, 1982.

To the President and Members of the City Council:

Your Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred to Your Committee on September 15, 1982) to amend the Chicago Zoning Ordinance for the purpose of reclassifying a particular area.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) EDWARD R. VRDOLYAK,
Chairman.

(Signed) FRED B. ROTI,
Vice Chairman.

On motion of Alderman Roti the committee's recommendation was *Concurred In* and said 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, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Clewis, Axelrod, Schuler, Volini, Orr, Stone--45.

Nays--None.

The following is said ordinance as passed:

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District symbols and identifications as shown on Map No. 14-E in the area bounded by

E. Garfield Boulevard; the alley next east of and parallel to S. Wabash Avenue; a line 217 feet south of E. Garfield Boulevard, and S. Wabash Avenue,

to those of an R5 General Residence District, and a corresponding use district is hereby established in the area above described.

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

(Continued on page 14571)

RESIDENTIAL PLANNED DEVELOPMENT NO. 99, AS AMENDED

STATEMENTS

1. The area delineated hereon as "Residential Planned Development #99 as Amended" is owned in part by the People's Consumer Cooperative (Sub Area A) with the remaining area (Sub Area B) owned or controlled by the Department of Urban Renewal, City of Chicago as part of the redevelopment plan for 41st & Martin Luther King Drive Redevelopment Project approved by the Chicago City Council January 21, 1980. The beneficiary of the entire planned development area will be the People's Consumer Cooperative upon conveyance of all property owned by the Department of Urban Renewal. The applicant, Department of Urban Renewal, is the duly authorized agent of the owners of Sub Area A for the purpose of this application.
2. Off-street parking and loading facilities shall be provided in compliance with this Plan of Development, as shown below under "PLANNED DEVELOPMENT USE AND BULK REGULATIONS AND DATA."
3. All applicable official reviews, approvals or permits are required to be obtained by the Department of Urban Renewal or its successors upon conveyance of 41st & Martin Luther King Drive Redevelopment Disposition Parcels.
4. Any dedication, vacation or closing to through vehicular traffic of streets and alleys or easements or adjustments of right-of-way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of the Department of Urban Renewal or its successors and approval by the City Council.
5. Any service drives or any other ingress or egress shall be adequately designed and paved in accord with the regulations of the Department of Streets and Sanitation and shall be in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles including emergency vehicles. Fire lanes shall be adequately designed and paved in compliance with the Municipal Code of Chicago and shall provide ingress and egress for emergency vehicles.
6. Use of land in Sub Area A will consist of 420 dwelling units in high-rise elevator apartment buildings (housing primarily for elderly persons) including community space for tenant usage and related convenience commercial spaces and facilities authorized by the Chicago Zoning Ordinance.

Use of land in Sub Area B will consist of total of 187 dwelling units, 90 D.U. in row housing for families, 97 D.U. in a high-rise apartment building for the elderly, private recreational areas, walks, related off-street parking and loading facilities, and a community building.

Detailed information on the proposed uses and their relationship to the surrounding areas are shown on the attached maps, "Property Line Map and Right-of-Way Adjustments", "Existing Zoning and Preferential Street System" Generalized Land Use Plan" and the attached chart, "PLANNED DEVELOPMENT USE AND BULK REGULATIONS AND DATA."

7. Identification signs may be permitted within this Residential Planned Development, subject to the review and approval of the Commissioner of the Department of Planning and the Department of Inspectional Services.
8. The Plan of Development shall be in accord with the intent and purposes of the Chicago Zoning Ordinance and shall be subject to the "Rules, Regulations and procedures in Relation to Planned Developments," as adopted by the Commissioner of the Department of Planning.

APPLICANT: DEPARTMENT OF URBAN RENEWAL, CITY OF CHICAGO

DATE: July 15, 1982

RESIDENTIAL PLANNED DEVELOPMENT NO. 99, AS AMENDED
PLANNED DEVELOPMENT USE AND BULK REGULATIONS AND DATA

Area	Net Site Area		General Description of Land Use	Maximum Number of Dwelling Units	Maximum Floor Area Ratio	Maximum Percentage of Land Covered	Minimum Number of Parking Spaces
	Sq. Ft.	Acres					
	124,150	2.850	High Rise Apartment Buildings for the Elderly, Related Business and Office Uses, Private Recreation and Community Facilities, Off-Street Parking & Loading Facilities	420	3.2	26%	168
	346,633	7.958	High Rise Apartment Building for the Elderly, Row Houses, Off-Street Parking and Loading Facilities, Related Private Recreation Areas and Community Building	187	0.7	21%	172
TOTAL	470,783	10.808		607	1.4	23%	340

GROSS SITE AREA = NET SITE AREA 470,783 sq. ft. or 10.808 acres +
STREETS AND ALLEYS 154,195 sq. ft. or 3.540 acres =
624,978 sq. ft. or 14.348 acres.

MAXIMUM PERMITTED F.A.R. FOR TOTAL NET SITE AREA: 1.4

MINIMUM NUMBER OF OFF-STREET PARKING SPACES FOR PROPOSED USES = 340

MINIMUM PERIPHERY SET BACKS:

		E. 40th ST.	- 0'
SOUTH MARTIN LUTHER KING DRIVE	- 3'	S. VINCENNES AVE.	- 10'
NORTHERN BOUNDARY	- 20'	E. 41st ST.	- 3'

MINIMUM DISTANCES BETWEEN FACING BUILDING WALLS WITH WINDOWS - 30'

MAXIMUM PERCENTAGE OF LAND COVERED FOR TOTAL NET SITE AREA: - 23%

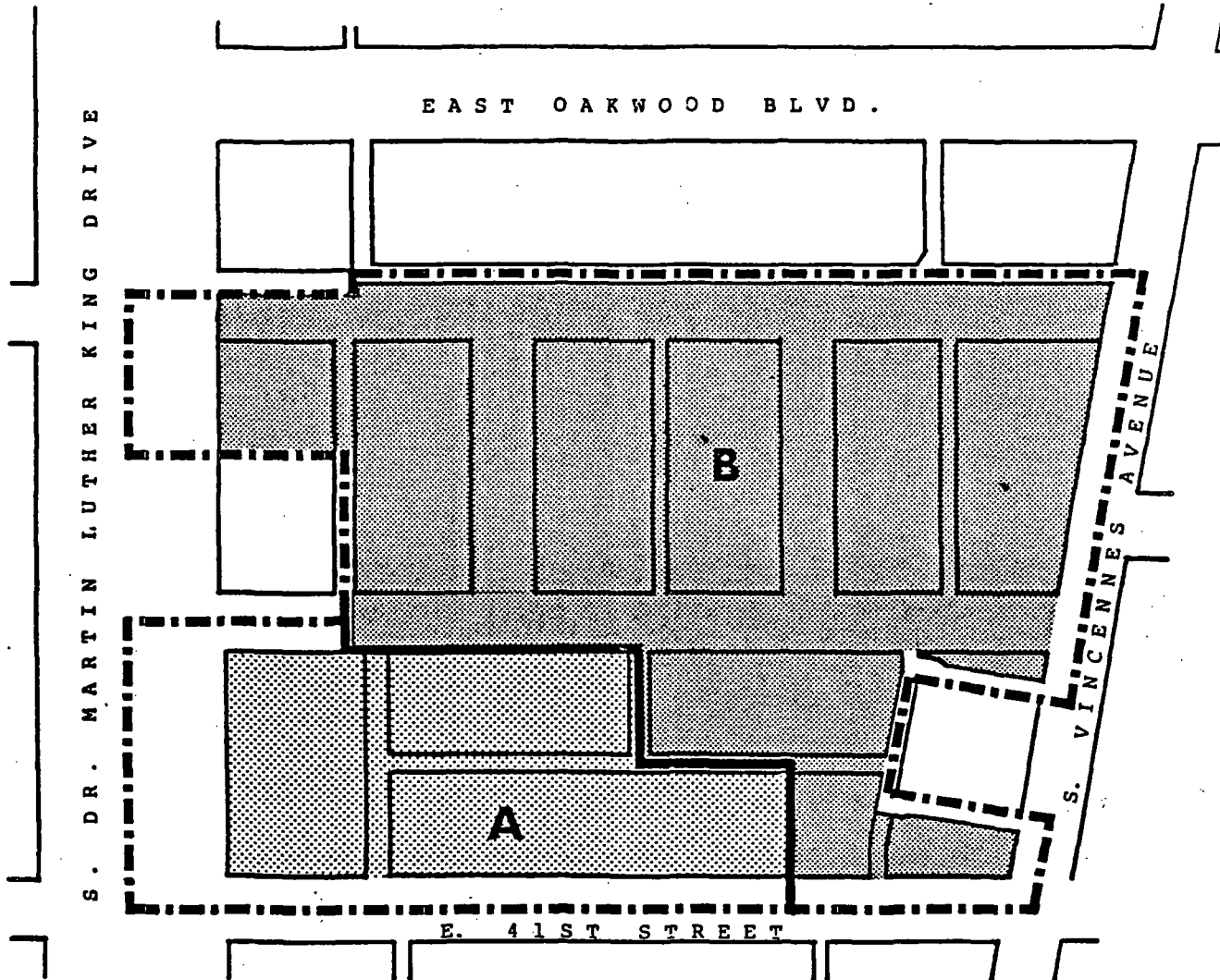
SETBACKS AND MINIMUM DISTANCES BETWEEN BUILDING REQUIREMENTS MAY BE ADJUSTED WHERE NECESSARY FOR TECHNICAL REASONS, SUBJECT TO THE APPROVAL OF THE DEPARTMENT OF PLANNING.

MINIMUM LOADING REQUIREMENTS: SUB AREA A - 3
SUB AREA B - 2

APPLICANT: THE DEPARTMENT OF URBAN RENEWAL OF THE CITY OF CHICAGO

DATE: July 15, 1982

RESIDENTIAL PLANNED DEVELOPMENT NO. 99 AS AMENDED
GENERALIZED LAND USE PLAN



LEGEND



RESIDENTIAL PLANNED DEVELOPMENT BOUNDARY

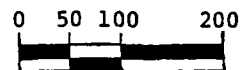


HIGH-RISE HOUSING FOR THE ELDERLY, PRIVATE RECREATIONAL AREAS, WALKS, OFF-STREET PARKING AND LOADING

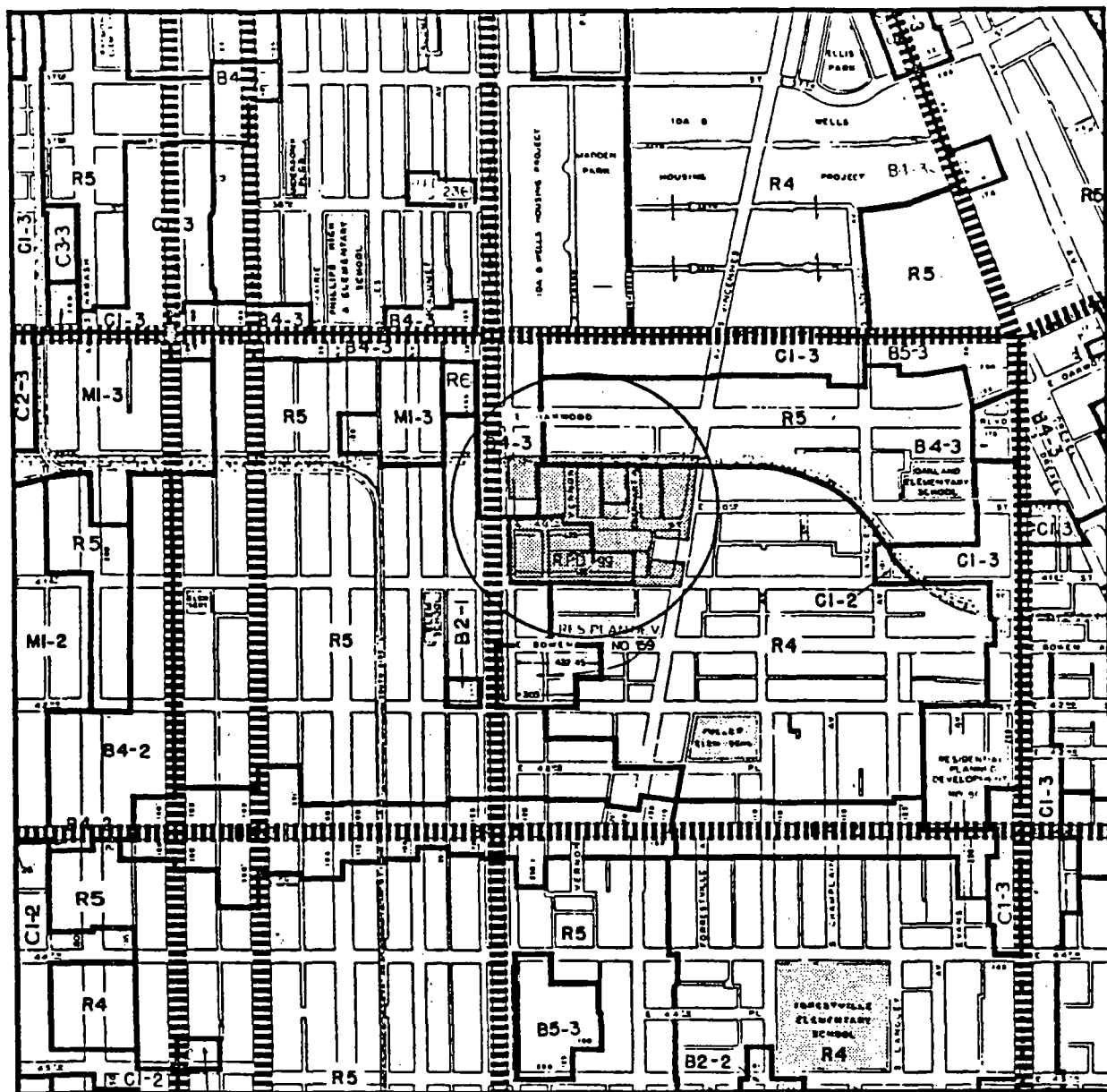


ROW HOUSING FOR FAMILIES, HIGH-RISE HOUSING FOR THE ELDERLY, PRIVATE RECREATIONAL AREAS, WALKS, OFF-STREET PARKING AND LOADING

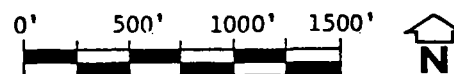
APPLICANT: DEPARTMENT OF URBAN RENEWAL, CITY OF CHICAGO
DATE: JULY 15, 1982



RESIDENTIAL PLANNED DEVELOPMENT NO. 99 AS AMENDED
EXISTING ZONING AND PREFERENTIAL STREETS MAP



-  zoning districts
-  preferential streets
-  schools and parks
-  proposed r.p.d.



APPLICANT: THE DEPARTMENT OF URBAN RENEWAL, CITY OF CHICAGO
DATE: JULY 15, 1982

(Continued from page 14564)

**Issuance of Permit Authorized for
Erection of Illuminated Sign.**

The Committee on Buildings and Zoning submitted the following report:

CHICAGO, December 22, 1982.

To the President and Members of the City Council:

Your Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body Pass the proposed order transmitted herewith (referred October 27, 1982) to authorize the issuance of a permit for the erection and maintenance of illuminated sign, as follows:

<i>Permittee</i>	<i>Location</i>	<i>Dimension</i>
President's Plaza James D. Ahern Sign Co.	8600-8700 W. Bryn Mawr	8'0" 40'0" 320 square ft. grade/roof 50'

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) EDWARD R. VRDOLYAK,
Chairman.

(Signed) FRED B. ROTI,
Vice Chairman.

On motion of Alderman Roti the committee's recommendation was *Concurred In* and said proposed order 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, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

Nays--None.

The following is said order as passed:

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to James D. Ahern Sign Company, No. 3257 S. Harding Avenue, Chicago, Illinois 60623 for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Nos. 8600-8700 W. Bryn Mawr Avenue, President's Plaza, Dimensions: length 8'0", height 40'0", height above grade/roof to top of sign 50', total square foot area 320'.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Action Deferred--ON PROPOSED ORDINANCE TO AMEND CHAPTER
86 OF THE MUNICIPAL CODE CONCERNING QUALIFICATIONS FOR
SUPERVISING ELECTRICIANS.

The Committee on Buildings and Zoning submitted the following report which was, on motion of Alderman Roti and Alderman Barnett *Deferred* and ordered published:

CHICAGO, December 22, 1982.

To the President and Members of the City Council:

Your Committee on Buildings and Zoning having had under consideration a proposed ordinance (referred October 6, 1982) to amend the Municipal Code of Chicago, Section 22 including paragraphs (a) and (b), Chapter 86, begs leave to recommend that Your Honorable Body Pass said proposed ordinance attached herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) EDWARD R. VRDOLYAK,

Chairman.

(Signed) FRED B. ROTI,

Vice Chairman.

The proposed ordinance transmitted with the foregoing committee report reads as follows:

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

Section 1. That the Municipal Code of the City of Chicago, Chapter 86 be amended by deleting the existing Section 22 including paragraphs (a) and (b) in its entirety.

Section 2. That the Municipal Code of the City of Chicago, Chapter 86 be amended by adding a new section, Section 22 in Italics as follows:

QUALIFICATIONS

86-22. Applicants shall be over twenty-one years of age, a citizen of the United States, of good moral character and, at the time of applying for examination, shall have had, immediately preceding his application, at least seven (7) years of experience in the installation, alteration, repair or maintenance of electrical wires, equipment and apparatus. Credit for said seven years of experience shall be computed as follows:

- a. A journeyman electrician who has worked at least seven (7) years with his tools on the installation, alteration and repair of wiring and appliances for light, heat and power in or on buildings, or*
- b. A graduate of vocational, industrial or trade school in electrical wiring, installation and design or applied electricity, and has worked at least five (5) years with his tools on the installation, alteration and repair of wiring and appliances for electric light, heat and power in or on buildings, or*
- c. A graduate engineer of a college or university who holds a degree of electrical engineering, master engineering, or Bachelor of Science in electrical engineering and has, in addition, worked at least three (3) years with his tools on the installation, alteration and repair of wiring and appliances for electric light, heat and power in or on buildings.*
- d. Applicants must submit documentation verifying their experience in the form of copies of degrees or certificate of graduation, electrical journeyman credentials, letters on company letterheads stating the dates of employment and the class of electrical work the applicant performed, or any other documentation deemed necessary, with their application. All such documentation shall be reviewed by the Electrical Commission as to authenticity.*

Section 3. That the Municipal Code of the City of Chicago, Chapter 86 be amended by adding a new section, Section 22.1 in Italics as follows:

86-22.1. The Department of Inspectional Services shall prepare as many different examinations as are necessary to adequately provide for the number of applicants in different specialties. Each applicant shall be required to answer a reasonable number of questions in writing to indicate that he has sufficient knowledge and technical training to perform the work or to supervise the installation, alteration, repair or maintenance of electrical wires, and apparatus authorized by permits issued by the Commissioner of the Department of Inspectional Services. It shall be the responsibility of the Commissioner to exercise control and supervision of such examination.

Section 4. That the Municipal Code of the City of Chicago, Chapter 86 be amended by adding a new section, Section 22.2 in Italics as follows:

86-22.2. Each applicant shall pay an examination fee of twenty-five dollars (\$25.00) for each examination he takes. Such fee shall be paid to the Department of Finance through the Department of Inspectional Services at the time of application for examination.

- a. *Where the results of the first examination are unfavorable, the applicant may reapply for a second examination after thirty (30) days have elapsed. If the results of the second examination are unfavorable, the applicant shall be required to wait a period of six (6) months or two (2) examination periods (whichever is shorter) before reapplication. A separate fee of twenty-five dollars (\$25.00) shall be paid for each examination.*

Section 5. The ordinance shall be in full force and effect from and after its passage and due publication.

*Action Deferred--ON PROPOSED ORDINANCE TO AMEND
CHAPTER 193, SECTION 193-11 (d) (1) OF THE MUNICIPAL CODE
CONCERNING THE USE OF THE TERM "LANDLORD."*

The Committee on Buildings and Zoning submitted the following report which was, on motion of Alderman Roti and Alderman Barnett *Deferred* and ordered published:

CHICAGO, December 22, 1982.

To the President and Members of the City Council:

Your Committee on Buildings and Zoning having had under consideration a proposed ordinance (referred May 27, 1982) to amend Chapter 193, Section 193-11 (d) (1), begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance attached herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) EDWARD R. VRDOLYAK,
Chairman.

(Signed) FRED B. ROTI,
Vice Chairman.

The proposed ordinance transmitted with the foregoing committee report reads as follows:

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

Section 1. The Municipal Code of the City of Chicago, Chapter 193, Section 193-11 (d) (1) is hereby amended by deleting the language in brackets as follows:

193-11 (d) (1) The term "Landlord" as used in this Section includes any owner and lessor of a building [of seven or more dwelling units,] and any agent or other person acting under the authority or claiming to act under the authority of any owner or lessor of a building [of seven or more dwelling units].

Section 2. The ordinance shall be in full force and effect from and after its passage and due publication.

*Action Deferred--ON PROPOSED ORDINANCE TO AMEND CHAPTER
194A, ARTICLE 7.4-1 OF THE MUNICIPAL CODE CONCERNING
OUTDOOR SCHOOL BULLETIN BOARDS.*

The Committee on Buildings and Zoning submitted the following report which was, on motion of Alderman Roti and Alderman Barnett *Deferred* and ordered published:

CHICAGO, December 22, 1982.

To the President and Members of the City Council:

Your Committee on Buildings and Zoning having had under consideration a proposed ordinance (referred June 9, 1982) to amend Chapter 194A, Article 7.4-1 of the Municipal Code concerning Outdoor School Bulletin Boards, begs leave to recommend that Your Honorable Body *Pass* said proposed substitute ordinance attached herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) EDWARD R. VRDOLYAK,
Chairman.

(Signed) FRED B. ROTI,
Vice Chairman.

The proposed substitute ordinance transmitted with the foregoing committee report reads as follows:

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

Section 1. That the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, Article 7.4-1 be and is hereby amended by the addition of paragraph 8 to read in *Italics* as follows:

(8) High School Bulletin Boards, subject to the following:

- a. *That there shall not be more than one bulletin board per lot and no bulletin board shall exceed 55 square feet in area nor be closer than 8 feet to any other zoning lot;*
- b. *That the copy thereon shall be limited to the name of the school, including emblems or logo, if any, and to announcements of scheduled events of the school;*
- c. *That such signs cannot be erected in any front of side yard nor exceed a height of 20 feet above the curb level.*

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

Action Deferred--ON PROPOSED ORDINANCES FOR AMENDMENT
TO CHICAGO ZONING ORDINANCE TO RECLASSIFY PARTICULAR
AREAS.

The Committee on Buildings and Zoning submitted the following report which was, on motion of Alderman Roti and Alderman Barnett *Deferred* and ordered published:

CHICAGO, December 22, 1982.

To the President and Members of the City Council:

Your Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body *Pass*, twenty-one proposed ordinances (under separate committee reports) transmitted herewith (referred to your committee on January 14, March 2, April 21, May 18, June 9 and 30, September 15, October 6, November 12, and December 1, 1982) to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) EDWARD R. VRDOLYAK,
Chairman.

(Signed) FRED B. ROTI,
Vice Chairman.

The following are descriptive summaries of said twenty-one proposed ordinances transmitted with the foregoing committee report:

Reclassification of Area Shown on Map No. 1-F.

An ordinance to classify as a Business Planned Development instead of B6-7 Restricted Central Business and B7-7 General Central Business Districts, the area bounded by

N. Clark Street; W. Lake Street; N. LaSalle Street; and the alley (Haddock Place) next north of and parallel to W. Lake Street (Map No. 1-F).

Reclassification of Area Shown on Map No. 1-L.

An ordinance to classify as an M1-1 Restricted Manufacturing District instead of a C1-2 Restricted Commercial District, the area bounded by

W. Lake Street; N. Lamon Avenue; the alley south of W. Lake Street; and N. Laverne Avenue (Map No. 1-L).

Reclassification of Area Shown on Map No. 1-L.

An ordinance to classify as a C1-2 Restricted Commercial District instead of a B4-2 Restricted Service District, the area bounded by

the alley next north of W. Madison Street; a line 108.7 feet west of the west line of N. Leclaire Avenue; W. Madison Street; and a line 186.32 feet west of the west line of N. Leclaire Avenue (Map No. 1-L).

Reclassification of Area Shown on Map No. 4-J.

An ordinance to classify as a B4-2 Restricted Service District instead of an R4 General Residence District, the area bounded by

W. 16th Street; the alley next east of and parallel to S. Homan Avenue; a line 50 feet south of and parallel to W. 16th Street; and S. Homan Avenue (Map No. 4-J).

Reclassification of Area Shown on Map No. 2-F.

An ordinance to classify as a Business Planned Development instead of a B6-7 Restricted Central Business District, the area bounded by

W. Marble Place; S. State Street; W. Adams Street; and S. Dearborn Street (Map No. 2-F).

Reclassification of Area Shown on Map No. 7-K.

An ordinance to classify as a C3-4 Commercial-Manufacturing District instead of an M2-4 General Manufacturing District, the area bounded by

W. Diversey Avenue; C.M.ST.P. & P. Ry. R.O.W.; C.M. St. P. & P. Ry. Side Track; a line 298.50 feet north of and parallel to W. Diversey Avenue; and N. Pulaski Road (Map No. 7-K).

Reclassification of Area Shown on Map No. 9-O.

An ordinance to classify as a B4-2 Restricted Service District instead of an R2 Single Family Residence District, the area bounded by

W. Addison Street; a line 59 feet east of and parallel to N. Ozark Avenue ; the alley next south of and parallel to W. Addison Street; and N. Ozark Avenue (Map No. 9-O).

Reclassification of Area Shown on Map No. 14-J.

An ordinance to classify as an R2 Single Family Residence District instead of an R3 General Residence District, the area bounded by

W. 55th Street; S. Kedzie Avenue; the alley next north of and parallel to W. 56th Street; the alley next west of and parallel to S. Kedzie Avenue; W. 59th Street; S. Christiana Avenue; the alley next north of and parallel to W. 59th Street; the alley next west of and parallel to S. Sawyer Avenue; W. 57th Street; the alley next west of and parallel to S. Spaulding Avenue; the alley next south of and parallel to W. 55th Street; and S. Spaulding Avenue (Map No. 14-J).

Reclassification of Area Shown on Map No. 18-I.

An ordinance to classify as a C2-1 General Commercial District instead of an M1-1 Restricted Manufacturing District, the area bounded by

a line 30 feet south of the Chicago and Western Indiana Belt Railroad right of way; a line 1043.02 feet east of the west line of vacated S. California Avenue; W. Columbus Avenue; and the west line of vacated S. California Avenue (Map No. 18-I).

Reclassification of Area Shown on Map No. 18-I.

An ordinance to classify as a B4-1 Restricted Service District instead of a B2-1 Restricted Retail District, the area bounded by

a line 200 feet north of and parallel to W. 79th Street; S. Western Avenue; a line 125 feet north of W. 79th Street; and a line 117 feet west of and parallel to S. Western Avenue (Map No. 18-I).

Reclassification of Area Shown on Map No. 20-K.

An ordinance to classify as a C1-2 Restricted Commercial District instead of a B5-2 General Service District, the area bounded by

a line 195 feet south of and parallel to W. 79th Street; a line 885 feet east of and parallel to S. Cicero Avenue; a line 295 feet south of and parallel to W. 79th Street; and a line 785 feet east of and parallel to S. Cicero Avenue (Map No. 20-K).

Reclassification of Area Shown on Map No. 24-I.

An ordinance to classify as a B4-1 Restricted Service District instead of a B2-1 Local Retail District, the area bounded by

a line 325 feet south of and parallel to W. 101st Street; S. Western Avenue; a line 445 feet south of and parallel to W. 101st Street; and the alley next west of and parallel to S. Western Avenue (Map No. 24-I).

Reclassification of Area Shown on Map No. 26-A.

An ordinance to classify as a C1-1 Restricted Commercial District instead of an R3 General Residence District and a B4-1 Restricted Service District, the area bounded by

a line 149 feet, 11-3/8 inches north of E. 106th Street; the alley next west of S. Avenue N; a line 75 feet north of E. 106th Street; S. Avenue N; E. 106th Street; and S. Avenue O (Map No. 26-A).

No. 735 W. Chicago Avenue.

An ordinance to designate as a Communications Planned Development, the building located at 735 W. Chicago Avenue.

No. 229 E. Lake Shore Drive.

An ordinance to designate as a Communications Planned Development, the building located at 229 E. Lake Shore Drive.

Nos. 1350-1360 N. Lake Shore Drive.

An ordinance to designate as a Communications Planned Development, the building located at 1350-1360 N. Lake Shore Drive.

No. 1400 N. Lake Shore Drive.

An ordinance to designate as a Communications Planned Development, the building located at 1400 N. Lake Shore Drive.

No. 1550 N. Lake Shore Drive.

An ordinance to designate as a Communications Planned Development, the building located at 1550 N. Lake Shore Drive.

No. 2800 N. Lake Shore Drive.

An ordinance to designate as a Communications Planned Development, the building located at 2800 N. Lake Shore Drive.

No. 1130 S. Michigan Avenue.

An ordinance to designate as a Communications Planned Development, the building located at 1130 S. Michigan Avenue.

No. 945 S. Park Terrace.

An ordinance to designate as a Communications Planned Development, the building located at 945 S. Park Terrace.

*Action Deferred--ON PROPOSED ORDINANCE FOR AMENDMENT OF CHICAGO
ZONING ORDINANCE TO RECLASSIFY AREA SHOWN ON MAP NO. 9-L
(Adverse Committee Recommendation).*

The Committee on Buildings and Zoning submitted the following report which was, on motion of Alderman Roti and Alderman Barnett, *Deferred* and ordered published:

CHICAGO, December 22, 1982.

To the President and Members of the City Council:

Your Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body *Do Not Pass* the proposed ordinance transmitted herewith (referred to Your Committee on May 18, 1982) to amend the Chicago Zoning Ordinance for the purpose or reclassifying a particular area, on Map No. 9-L.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) EDWARD R. VRDOLYAK,
Chairman.

(Signed) FRED B. ROTI,
Vice-Chairman.

The following is a descriptive summary of said proposed ordinance transmitted with the foregoing committee report:

Reclassification of Area Shown on Map No. 9-L

An ordinance to classify as a C2-1 General Commercial District instead of a B4-1 Restricted Service District, the area bounded by

a line 90 feet north of and parallel to W. Eddy Street; N. Cicero Avenue; a line 146 feet 2¼ inches west of and parallel to N. Cicero Avenue (Map No. 9-L).

Action Deferred--ON PROPOSED ORDERS FOR ISSUANCE OF PERMITS
FOR ERECTION OF ILLUMINATED SIGNS.

The Committee on Buildings and Zoning submitted the following report, which was, on motion of Alderman Roti and Alderman Barnett, *Deferred* and ordered published:

CHICAGO, December 22, 1982.

To the President and Members of the City Council:

Your Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body Pass 27 proposed orders (under separate committee reports) transmitted herewith (referred September 15, October 6, 15, and 27, November 12 and 18, December 1 and 15, 1982) to authorize the issuance of permits for the erection and maintenance of illuminated signs.

This recommendation was concurred in by 8 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) EDWARD R. VRDOLYAK,
Chairman.

(Signed) FRED B. ROTI,
Vice-Chairman.

The proposed orders transmitted with the foregoing committee report read as follows:

ORDERED, That the Commissioner of Inspectional Services is hereby authorized and directed to issue a permit to Federal Signal Corporation, 140 E. Tower Drive, Burr Ridge, Illinois, for the installation of an illuminated sign 8'0" x 25'0" (120 square feet) on private property located at No. 2401 N. Austin Avenue (10-Minute Oil Service Featuring Pennzoil).

Said permit shall be issued and the work therein authorized shall be done in accordance with the ordinances of the City of Chicago governing the construction and maintenance of illuminated signs of this character.

ORDERED, That the Commissioner of Inspectional Services is hereby directed to issue a permit to Doyle Signs, Inc., 232 Interstate Road, Addison, Illinois, for the erection of a double face illuminated sign 10'0" x 12'8" (127 square feet) in dimension, on the premises known as No. 2940 N. Ashland Avenue/Jewel-Osco.

Said permit shall be issued and the work therein authorized shall be done in accordance with the ordinances of the City of Chicago governing the construction and maintenance of illuminated signs of this character.

ORDERED, That the Commissioner of the Department of Inspectional Services is hereby authorized and directed to issue a permit to Chicago Heights Carrier Electric Company, 2713 Jackson, South Chicago Heights, Illinois, for the rehanging of existing sign 12'9" x 14'0" (100 square feet) at No. 5153 W. Chicago Avenue - McDonald's.

Said permit shall be issued and the work therein authorized shall be done, in accordance with the ordinances of the City of Chicago governing the construction and maintenance of illuminated signs of this character:

ORDERED, That the Commissioner of the Department of Inspectional Services is hereby directed to issue a sign permit to Outdoor Media Inc., 754 N. Clark (Clark & Chicago Streets), Chicago, Illinois 60610 for the erection of a sign/signboard over 24 feet in height, and/or over 100 square feet (in area of one face) as follows:

Dimensions: Length 48' Height 14'
Height Above Grade/Roof (to top of sign) 50'
Total Square Foot Area 1,344

Such sign shall comply with all applicable provisions of Chapter 194A (Chicago Zoning Ordinances) and all other applicable provisions of the Chicago Municipal Code governing the construction and maintenance of outdoor signs, signboards and structures:

ORDERED, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Arrow Sign Company, Inc., 401 N. Trumbull Avenue, Chicago, Illinois 60624, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at East Side Plaza -southwest corner of S. Avenue O and E. 118th Street. Service Merchandise, Dominicks, Walgreens:

Dimensions: Length 16' Height 37' 3"
Height Above Grade/Roof To Top Of Sign 37-1/4 feet
Total Square Foot Area 596 sq. ft.

Such signs shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

ORDERED, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Federal Signal Corporation, 140 E. Tower Drive, Burr Ridge, Illinois, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 4744 W. 81st Street, B/W 10-minute Oil Service.

Dimensions: 8'0" Height 15'0"
Height Above Grade/Roof To Top Of Sign 25'
Total Square Foot Area 120'

Such signs shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

ORDERED, That the Commissioner of the Department of Inspectional Services is hereby directed to issue a permit to Best Neon Sign Company, 6801 S. Bell Avenue, for the erection of an illuminated sign, 2'0" x 4'0" in dimension, on the structure known as Woodlawn A.M.E. Church, No. 6456 S. Evans Avenue.

Said permit shall be issued, and the work therein authorized shall be done, in accordance with the ordinances of the City of Chicago governing the construction and maintenance of illuminated signs of this character.

ORDERED, That the Commissioner of Inspectional Services is hereby directed to issue a permit to Chicago Heights Carrier Electrical Contractor, 2713 Jackson, South Chicago Heights, Illinois, for the erection of an illuminated sign, 18'0" x 19'8" x 195.78 sq. ft., in dimension, on private premises for McDonald's, No. 1541 W. Garfield Boulevard, Chicago, Illinois.

Said permit shall be issued, and the work therein authorized shall be done, in accordance with the ordinances of the City of Chicago governing the construction and maintenance of illuminated signs of this character.

ORDERED, That the Commissioner of the Department of Inspectional Services is hereby authorized and directed to issue a permit to A.M. Carson Signs/Chicago Heights Carrier Electric Co., 2713 Jackson, South Chicago Heights, Illinois, for the installation of an illuminated sign 18'0" x 19'8" (195.75 sq. ft.) in dimension on the premises known as No. 3601 W. Grand Avenue (McDonald's).

Said permit shall be issued, and the work therein authorized shall be done, in accordance with the ordinances of the City of Chicago governing the construction and maintenance of illuminated signs of this character.

ORDERED, That the Commissioner of the Department of Inspectional Services is hereby authorized and directed to issue a permit to Chicago Heights Carrier Electric Sign Co., 2713 Jackson, South Chicago Heights, Illinois, for the erection of an illuminated sign, 18'0" x 19'8" (195.75 sq. ft.) on the premises known as No. 3601 W. Grand Avenue/McDonald's.

Said permit shall be issued and the work therein authorized shall be done in accordance with the ordinance of the City of Chicago governing the construction and maintenance of illuminated signs of this character.

ORDERED, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Outdoor Media, Inc., 300 N. State Street - Suite 5706, Chicago, Illinois 60610 for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1714 S. Halsted Street sign is for local and national advertising.

Dimensions: Length 58'0" Height 18'0"
Height Above Grade/Roof to Top of Sign 78'0"
Total Square Foot Area 1,044

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

ORDERED, That the Commissioner of Inspectional Services is hereby directed to issue a permit to Arrow Sign Company, Inc., No. 401 N. Trumbull Avenue, Chicago for the erection of an illuminated sign, 12'0" x 3'0" x 36 square feet, in dimension, on the front lawn of the Passionist Monastery, No. 5700 N. Harlem Avenue.

Said permit shall be issued and the work therein authorized shall be done in accordance with the ordinances of the City of Chicago governing the construction and maintenance of illuminated signs of this character.

ORDERED, That the Commissioner of Inspectional Services is hereby authorized and directed to issue a permit to Federal Sign/Division Federal Signal Corporation, 140 E. Tower Drive, Burr Ridge, Illinois, for the installation of an illuminated sign 36'0" x 12'0", to project over the sidewalk on No. 9 W. Kinzie Street.

Said permit shall be issued and the work therein authorized shall be done in accordance with the ordinances of the City of Chicago governing the construction and maintenance of illuminated signs of this character.

ORDERED, That the Commissioner of Inspectional Services is hereby directed to issue a permit to Foster and Kleiser, 4000 S. Morgan Street for the erection of an illuminated sign, 48' x 14' x 672 sq. ft., in dimension, to project over private property in the parking lot at rear of No. 600 N. LaSalle Street.

Said permit shall be issued and the work therein authorized shall be done in accordance with the ordinances of the City of Chicago governing the construction and maintenance of illuminated signs of this character.

ORDERED, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Doyle Signs, Inc. 232 Interstate Road, Addison, Illinois 60101, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2053 N. Milwaukee Avenue, Jewel Food Store.

Dimensions: Length 16'0" Height 8'0"
Height Above Grade/Roof to Top of Sign 23'0"
Total Square Foot Area 128'

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

ORDERED, That the Commissioner of Inspectional Service is hereby directed to issue a permit to A. M. Carson Signs/Chicago Heights Carrier Electric Co., 2713 Jackson, South Chicago Heights, Illinois, for the installation of an illuminated sign 12'9" x 14'0" (100 sq. ft.) in dimension, on the premises known as No. 5133 W. North Avenue (McDonald's).

Said permit shall be issued and the work therein authorized shall be done, in accordance with the ordinances of the City of Chicago governing the construction and maintenance of illuminated signs of this character.

ORDERED, That the Commissioner of the Department of Inspectional Services is hereby directed to issue a sign permit to Federal Sign, Division of Federal Signal Corp. 140 E. Tower Drive, Burr Ridge, Illinois 60521 Butler Walker Oil Company, 6750 North Western 60645 for the erection of a sign/signboard over 24 feet in height, and/or over 100 square feet (in area of one face) as follows:

Dimensions: Length 8'0" Height 15'0"
Height Above Grade/Roof (to top of sign) 25'0"
Total Square Foot Area 120 Square Feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Chicago Municipal Code governing the construction and maintenance of outdoor signs, signboards and structures.

ORDERED, That the Commissioner of Buildings is hereby directed to issue a permit to Grate Signs, Inc., No. 4044 W. McDonough, Joliet, Illinois, for the installation of an illuminated revolving sign, 8'0" x 16'0" in dimension, on the premises known as No. 5351 S. Pulaski Road (Fair Muffler Shops).

Said permit shall be issued and the work therein authorized shall be done in accordance with the ordinances of the City of Chicago governing the construction and maintenance of illuminated signs of this character.

ORDERED, That the Commissioner of Inspectional Services is hereby authorized and directed to issue a sign permit to D/F Grate Signs, 4044 W. McDonough, Joliet, Illinois for the installation of an illuminated sign (double faced) 24'0" x 11'0" (130 sq. ft.) to project over the sidewalk at No. 5315 S. Pulaski Road (Green Light Restaurant and Lounge).

Said permit shall be issued and the work therein authorized shall be done in accordance with the ordinances of the City of Chicago governing the construction and maintenance of illuminated signs of this character.

ORDERED, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Doyle Signs, Inc. 232 Interstate Road, Addison, Illinois 60101, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 5320 S. Pulaski Road, Jewel/Osco.

Dimensions: Length 12'8" Height 10'0"
Height Above Grade/Roof to (top of sign) 23'10"
Total Square Foot Area 128'

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

ORDERED, That the Commissioner of Inspectional Services is hereby directed to issue a permit to Triangle Sign Company, Inc., No. 2724 S. Wentworth Avenue, for the erection of an illuminated sign, 48 feet x 14 feet x 672 sq. ft., in dimension, to project over private property at No. 601 N. Wells Street.

Said permit shall be issued, and the work therein authorized shall be done, in accordance with the ordinances of the City of Chicago governing the construction and maintenance of illuminated signs of this character.

ORDERED, That the Commissioner of Inspectional Services is hereby directed to issue a permit to Federal Signs, No. 140 E. Howard, Burr Ridge, Illinois 60521, for the erection of an addition to an existing sign, 3 feet high x 9 feet 3 inches wide, in dimension, to project over private property at Janson's Drive In, No. 9900 S. Western Avenue.

ORDERED, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to A.M. Carson Ltd./Chicago Heights Carrier Electric, 10 E. Sauk Trail, 2713 Jackson, South Chicago Heights, Ill. for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 6158 S. Western Avenue, McDonald's.

Dimensions: Length 12 feet 9 inches Height 14 feet
Height Above Grade/Roof to Top of Sign 54 feet
Total Square Foot Area 100 feet

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

ORDERED, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Ahern Sign Company, 3257 South Harding Avenue, Chicago, Illinois 60623, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 5011 W. 63rd Street, Ray Buick.

Dimensions: Length 11 feet Height 11 feet
Height Above Grade/Roof to Top of Sign 36 feet
Total Square Foot Area 137 sq. ft.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

ORDERED, That the Commissioner of the Department of Inspectional Services is hereby directed to issue a sign permit to Outdoor Media, Inc., 1130 N. State Street, Chicago, Illinois 60610 for the erection of a sign/signboard over 24 feet in height, and/or over 100 square feet (in area of one face) as follows:

Dimensions: Length 48 feet Height 14 feet
Height Above Grade/Roof to Top of Sign 35 feet
Total Square Foot Area 1,344 sq. ft.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

ORDERED, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Outdoor Media, Inc., 1160 N. State Street, Chicago, Illinois 60610 for the erection of a sign/signboard over 24 feet in height, and/or over 100 square feet (in area of one face) as follows:

Dimensions: Length 30 feet Height 10 feet
Height Above Grade/Roof to Top of Sign 45 feet
Total Square Foot Area 300 sq. ft.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

ORDERED, That the Commissioner of Inspectional Services is hereby authorized and directed to issue a permit to Chicago Heights Carrier Electric, 2713 Jackson, South Chicago Heights, Illinois, for the installation of two illuminated signs 12 feet 9 inches x 14 feet (100 sq. ft.) and 8 feet x 2 feet (16 sq. ft.) on the premises known as No. 6560 S. Stony Island Avenue (McDonald's).

Said permits shall be issued and the work therein authorized shall be done in accordance with the ordinances of the City of Chicago governing the construction and maintenance of illuminated signs of this character.

COMMITTEE ON CULTURAL DEVELOPMENT AND HISTORICAL
LANDMARK PRESERVATION.

Designation of All Saints Church and Rectory as "Chicago Landmark".

The Committee on Cultural Development and Historical Landmark Preservation submitted the following report:

CHICAGO, December 23, 1982.

To the President and Members of the City Council:

Your Committee on Cultural Development and Historical Landmark Preservation, having had under consideration a communication signed by William M. McLenahan, Director of the Commission on Chicago Historical and Architectural Landmarks (referred to your committee on December 8, 1982) to designate the All Saints Church and Rectory, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,
(Signed) BERNARD L. STONE,
Chairman.

On motion of Alderman Stone 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, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Clewis, Axelrod, Schalter, Volini, Orr, Stone--45.

Nays--None.

The following is said ordinance as passed:

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

SECTION 1. The City Council accepts, approves and adopts the recommendation of the Commission on Chicago Historical and Architectural Landmarks filed with the City Council pursuant to Section 21-64 of the Municipal Code of Chicago, that the All Saints Church and Rectory be designated a Chicago Landmark.

SECTION 2. The structures known as the All Saints Church and Rectory located on property commonly known as 4550 North Hermitage Avenue, Chicago, Illinois, and legally described as:

Lots 1 and 2 in Block 12 in Ravenswood, being a subdivision on the Northeast ¼ of the Southeast ¼ of Section 18 and part of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

is hereby designated a "Chicago Landmark" in accordance with the provisions of Chapter 21, Section 21-64 (f) of the Municipal Code of Chicago.

SECTION 3. The Commission on Chicago Historical and Architectural Landmarks is hereby directed to create a suitable plaque appropriately identifying said landmark and to affix said plaque to the property designated as a Chicago Landmark in accordance with the provisions of Section 21-64(f) of the Municipal Code of Chicago.

SECTION 4. The Commission on Chicago Historical and Architectural Landmarks is directed to comply with the provisions of Section 21-64(g) of the Municipal Code of Chicago.

SECTION 5. Notwithstanding any other provision of Chapter 21 of the Municipal Code of Chicago, no permit application need be reviewed or approved by the Commission on Chicago Historical and Architectural Landmarks for construction, reconstruction, alteration or demolition upon the structures known as the parish house and school located on the property described in Section 2 of this ordinance.

SECTION 6. This ordinance shall take effect on and after the date of its passage.

COMMITTEE ON ECONOMIC DEVELOPMENT.

Approval Given to Mayor's Appointment and Reappointments of Members of Economic Development Commission.

The Committee on Economic Development submitted the following report:

CHICAGO, December 17, 1982

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a communication signed by Honorable Jane M. Byrne, Mayor, (which was referred on November 12, 1982) appointing Mr. James Wright as a member of the Chicago Economic Development Commission for a four year term ending May 26, 1982, and reappointing:

Mr. Calvin A. Campbell, Jr.
Mr. Harry Chaddick
Mr. Thomas Nayder
Mr. Norman Perlmutter

as members of the Economic Development Commission for four-year terms ending May 26, 1986, begs leave to recommend that Your Honorable Body *Approve*, the said appointments of the above named individuals.

These recommendations were concurred in by 7 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) EUGENE SAWYER,
Chairman.

On motion of Alderman Sawyer the committee's recommendations were *Concurred In*, and said appointment of Mr. James Wright and reappointments of Mr. Calvin A. Campbell, Jr., Mr. Harry Chaddick, Mr. Thomas Nayder and Mr. Norman Perlmutter as members of the Economic Development Commission were *Approved*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Davis, Hagopian, Martinez, Gabinski, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Clewis, Axelrod, Schulter, Volini, Orr, Stone--43.

Nays--None.

**Conditional Approval Given to Issuance of Industrial Revenue Bond of
\$900,000 for Construction of Project by Estate of Sam Rosen.**

The Committee on Economic Development submitted the following report:

CHICAGO, December 27, 1982

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne, Mayor, (which was referred on December 8, 1982) providing for the issuance of industrial revenue bonds in the amount of \$900,000 for the construction of a project by the Estate of Sam Rosen, 756-758 West North Avenue, begs leave to recommend that Your Honorable Body *Pass*, the said proposed ordinance which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) EUGENE SAWYER,
Chairman.

On motion of Alderman Sawyer 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, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

Nays--None.

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago, Illinois (the "City") as supplemented and amended (the "Enabling Ordinance"), there has been established an Economic Development Commission (the "Commission"), of the City, a Department of Economic Development (the "Department") of the City and the office of the Commissioner of Economic Development (the "Commissioner") of the City, and the Department and Commissioner are empowered, upon the advice of the Commission, to enter into agreements with respect to the proposed financing of industrial development projects and to recommend to the City Council that the City issue industrial revenue bonds for the public purposes stated in the Enabling Ordinance; and

WHEREAS, The Commissioner, upon the advice of the Commission and on behalf of the Department, has approved the attached Memorandum of Agreement relating to the issuance and sale of not to exceed \$900,000 of industrial revenue bonds to finance an industrial development project in the City, to be owned by the Estate of Sam Rosen, Deceased, used as a commercial facility for the retail sale of wines and liquor by Frero, Inc., an Illinois corporation for profit, and located in the City, and has recommended the approval of this ordinance; and

WHEREAS, Such approval constitutes a recommendation to this City Council that it take all further steps necessary for the City's timely issuance and sale of such industrial revenue bonds; now, therefore,

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

SECTION 1. The recommendation of the Commissioner, on behalf of the Department, is hereby accepted and the Memorandum of Agreement in the form submitted to this City Council is hereby approved.

SECTION 2. Upon the fulfillment of the conditions stated in the Memorandum of Agreement, this City Council will take such other actions and adopt such further proceedings as may be necessary under the Enabling Ordinance to issue and sell such industrial revenue bonds in an amount not to exceed \$900,000 for the purpose aforesaid.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

MATTERS PRESENTED BY THE ALDERMEN.

(Presented by Wards, in Order, Beginning with the Fiftieth Ward).

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection, and Water Rate Exemptions, Etc.

Proposed ordinances, orders and resolutions, described below, were presented by the aldermen named, as noted. Except where otherwise noted or indicated hereinbelow, unanimous consent was given to permit action by the City Council on each of said proposed ordinances, orders and resolutions without previous committee consideration, in accordance with the provisions of Council Rule 41.

1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

*Referred--*PROPOSED ORDINANCE TO ESTABLISH LOADING ZONE
AT NO. 5545 N. CLARK ST.

Alderwoman Volini (48th Ward) presented a proposed ordinance to establish a loading zone at No. 5545 N. Clark Street at all times; which was *Referred to the Committee on Traffic Control and Safety.*

Referred--PROPOSED ORDINANCES TO RESTRICT MOVEMENT OF
VEHICULAR TRAFFIC TO SINGLE DIRECTIONS ON
PORTIONS OF SPECIFIED PUBLIC WAYS.

Alderman Roti (1st Ward) presented four proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case, on specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

S. LaSalle Street	From W. Jackson Boulevard to W. Van Buren Street -- southerly;
S. LaSalle Street (east side)	From W. Van Buren Street to W. Congress Parkway -- southerly;
S. Sherman Street (west side)	From W. Congress Parkway to W. Van Buren Street -- northerly;
S. Sherman Street	From W. Van Buren Street to W. Jackson Boulevard -- northerly.

Referred--PROPOSED ORDINANCE TO AMEND AREA FOR MOVEMENT
OF VEHICULAR TRAFFIC TO SINGLE DIRECTION
ON PORTION OF S. MOODY AV.

Alderman Lipinski (23rd Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to a southerly direction on S. Moody Avenue between W. 51st Street and W. 54th Street (instead of between W. Archer Avenue and W. 51st Street); which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDER FOR REMOVAL OF PARKING METERS
AT NO. 5545 N. CLARK ST.

Alderwoman Volini (48th Ward) presented a proposed order for the removal of parking meters 489-4112 and 489-4113 from in front of No. 5545 N. Clark Street (for the establishment of a loading zone); which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDER FOR SURVEY RESTRICTING MOVEMENT
OF VEHICULAR TRAFFIC TO SINGLE DIRECTION ON
PORTION OF N. LOCKWOOD AV.

Alderman Davis (29th Ward) presented a proposed order for a survey restricting the movement of vehicular traffic to a single direction on N. Lockwood Avenue from W. Lake Street to W. Chicago Avenue; which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDINANCES TO PROHIBIT AT ALL TIMES
PARKING OF VEHICLES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location and Distance</i>
Roti (1st Ward)	S. LaSalle Street (east side) between W. Jackson Boulevard and W. Van Buren Street--(tow-away zone);
Kenner (3rd Ward)	W. Tremont Street, at No. 431 (except for handicapped);
Shaw (9th Ward)	S. Wallace Street, at No. 12315 (except for handicapped); E. 104th Place, at No. 727 (except for handicapped);
Madrzyk (13th Ward)	S. Komensky Avenue, at No. 6453 (except for handicapped);
Lipinski (23rd Ward)	S. Long Avenue (west side) from S. Archer Avenue to W. 53rd Place; W. 63rd Place, at No. 7022 (except for handicapped);
Hagopian (30th Ward)	N. Karlov Avenue, at No. 1924 (except for handicapped); N. Kilpatrick Avenue (east side) from a point 71 feet south of W. Wrightwood Avenue to a point 54 feet south thereof;
Martinez (31st Ward)	N. Albany Avenue, at No. 1645 (except for handicapped);
Marcin (35th Ward)	W. Cornelia Avenue, at No. 3722 (except for handicapped); N. Ridgeway Avenue, at No. 2318 (except for handicapped);
Farina (36th Ward)	N. Linder Avenue, at No. 2910 (except for handicapped);
Damato (37th Ward)	N. Lotus Avenue, at No. 1729 (except for handicapped);
Clewis (45th Ward)	N. Lockwood Avenue, at No. 4406 (except for handicapped);
Schulter for Merlo (44th Ward)	N. Wilton Avenue, at Nos. 3220-3222 -- (driveway); W. Wellington Avenue (north side) from Illinois Masonic Hospital emergency room ramp west to N. Mildred Avenue -- (except for Police and Fire Department Vehicles);
Volini (48th Ward)	N. Glenwood Avenue, at No. 5200 (except for handicapped).

Referred--PROPOSED ORDINANCES TO PROHIBIT PARKING OF
VEHICLES DURING SPECIFIED HOURS AT
SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles during the hours designated at the locations and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location, Distance and Time</i>
Lipinski (23rd Ward)	S. Merrimac Avenue (east side) from S. Archer Avenue to W. 55th Street --8:00 A.M. to 10:00 A.M.--Monday through Friday;
Oberman (43rd Ward)	W. Grant Place (south side) from N. Clark Street to a point approximately 25 feet west thereof--9:00 A.M. to 5:00 P.M.--Monday through Friday.

Referred--PROPOSED ORDINANCES TO ESTABLISH RESIDENT
PERMIT PARKING ZONES FOR VEHICLES AT
SPECIFIED TIMES AND LOCATIONS.

The aldermen named below presented proposed ordinances to establish Resident Permit Parking Zones for vehicles at specified times at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location, Distance and Time</i>
Lipinski (23rd Ward)	W. 51st Street (both sides) from the first alley east of S. Cicero Avenue to S. Kilpatrick Avenue--8:00 A.M. to 5:00 P.M.--Monday through Friday;
Pucinski (41st Ward)	N. East River Road (east side) between W. Berwyn and N. Summerdale Avenues--at all times.

Referred--PROPOSED ORDINANCE TO IMPOSE SPEED LIMIT FOR
VEHICLES ON PORTION OF W. ROSEHILL DR.

Alderman Laurino presented a proposed ordinance for Alderman Rittenberg (40th Ward) to limit the speed of vehicles to 20 miles per hour on W. Rosehill Drive from N. Ashland Avenue to N. Ravenswood Avenue; which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDERS FOR INSTALLATION OF TRAFFIC SIGNS.

The aldermen named below presented proposed orders for the installation of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location and Type of Sign</i>
Majerczyk (12th Ward)	W. 42nd and S. Rockwell Streets --"4-Way Stop";

	W. 44th and S. Rockwell Streets --"Stop";
	W. 45th and S. Rockwell Streets --"Stop";
	W. 46th and S. Rockwell Streets --"Stop";
	W. 43rd and S. Richmond Streets --"4-Way Stop";
	S. Sacramento Avenue -- from S. Archer Avenue to W. 47th Street --"Through Street";
	W. Pershing Road and S. Sacramento Avenue -- "4-Way Stop";
	W. 46th and S. Troy Streets -- "Stop";
Madrzyk (13th Ward)	W. 64th Street and S. Tripp Avenue --"Stop";
Sheahan (19th Ward)	W. 96th and S. Leavitt Streets -- "4-Way Stop";
Lipinski (23rd Ward)	W. 57th Place and S. Hamlin Avenue -- "Stop";
Carothers (28th Ward)	W. Maypole and N. Keeler Avenues --"Stop";
Marcin (35th Ward)	W. Waveland and N. St. Louis Avenues -- "Stop";
Laurino for Rittenberg (40th Ward)	W. Rosehill Drive and N. Hermitage Avenue -- "4-Way Stop";
Stone (50th Ward)	W. North Shore and N. Sacramento Avenues -- "Stop".

Referred--PROPOSED ORDINANCE TO FIX WEIGHT LIMIT OF TWO TONS FOR VEHICLES ON PORTION OF W. ROSEHILL DR.

Alderman Laurino presented a proposed ordinance for Alderman Rittenberg (40th Ward) to fix a weight limit of two tons for trucks and commercial vehicles on W. Rosehill Drive from N. Ashland to N. Ravenswood Avenues; which was *Referred to the Committee on Traffic Control and Safety*.

2. ZONING ORDINANCE AMENDMENTS.

NONE.

3. CLAIMS.

Claims against the City of Chicago were presented by the aldermen designated below, respectively, for the claimants named, which were *Referred to the Committee on Finance*, as follows:

Alderman

Madrzyk (13th Ward)

Sheahan (19th Ward)

Lipinski (23rd Ward)

Mell (33rd Ward)

Natarus (42nd Ward)

Clewis (45th Ward)

Claimant

D. & C. Michalek

Cora Vernon

David A. Moone

Al DiSilvestro, Raymond J. Sulikowski

The 100 Bellevue Place Condominium
Association, Michael J. McLaughlin;

Henryk Ciszewski.

4. UNCLASSIFIED MATTERS**(Arranged in Order According to Ward Numbers).**

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented by**ALDERMAN ROTI (1st Ward):***Referred*--PROPOSED ORDINANCES FOR GRANTS OF PRIVILEGE
IN PUBLIC WAYS.

Two proposed ordinances for grants of privilege in public ways, which were *Referred to the Committee on Local Industries, Streets and Alleys*, as follows:

Franklin Press, Ltd.--to construct, maintain and use vaulted sidewalk space adjacent its property located at No. 720 S. Dearborn Street;

LaSalle National Bank, U/T No. 20770--to install, maintain and use an air intake duct over the east-west 18-foot public alley between W. Randolph Street and W. Washington Street, attached to the building known as No. 110 N. Franklin Street.

Referred--PROPOSED ORDINANCE TO AMEND TAXICAB STAND NO. 425
ON PORTION OF W. HARRISON ST.

Also a proposed ordinance to establish taxicab stand 425 on W. Harrison Street, along the north curb, beginning at a point 58 feet east of the east end of the ramp of the premises known as Presbyterian-St. Luke's Hospital (No. 1740 W. Harrison Street) extending to a point 120 feet east thereof for 6 vehicles (instead of between a point 58 feet east of the east end of said ramp to a point 80 feet east thereof for 4 vehicles).--*Referred to the Committee on Local Transportation.*

Referred--PROPOSED ORDER FOR PERMIT TO MAINTAIN EXISTING CANOPY.

Also a proposed order for issuance of a permit to Survival Club to maintain and use an existing canopy attached to the building or structure located at No. 1120 W. Taylor Street.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERMAN BARNETT (2nd Ward):

Ordinance Amended for Vacation of Specified Streets.

A proposed ordinance reading as follows:

WHEREAS, That part of N. West Water Street vacated by ordinance passed by the City Council June 30, 1982, (C.J. pp. 11282, 11283) provided for a six (6) month time period to record a certified copy of said ordinance; and

WHEREAS, The City of Chicago, the Metropolitan Sanitary District, and Riverside Park, Ltd. in connection with the vacation of this part of N. West Water Street required an additional three month (3) time period in order to negotiate the transfer of deeds for property to be used for a City riverfront park and the property needed for the Metropolitan Sanitary District Instream Aeration Facility site; and

WHEREAS, It is also necessary to correct the legal description in Section 1 of ordinance to include the Section, Township, and Range; now, therefore,

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

SECTION 1. That the ordinance as passed by the City Council on June 30, 1982, as printed in the Journal of the Proceedings on said date, pages 11282 and 11283, providing for "Portion on N. West Water Street Vacated" be and the same is hereby amended by striking "six (6) months" appearing in Sections 3 and 4 of said ordinance, and substituting in lieu thereof "nine (9) months"; and by inserting "in the S. ½ of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian" as part of the legal description for the Original Town of Chicago appearing on line three (3) of Section 1 of said ordinance.

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

On motion of Alderman Barnett, 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, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

Nays--None.

Presented by

ALDERMAN EVANS (4th Ward):

Referred--PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE
IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to Paul W. Willis, to occupy a portion of the public right-of-way in front of the premises known as No. 1541 E. Hyde Park Boulevard (under the viaduct at the corner of Lake Park and Hyde Park Boulevards) for the purpose of produce display.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERMAN BLOOM (5th Ward):

*Referred--*PROPOSED RESOLUTION CALLING FOR COMMITTEE ON
EDUCATION HEARING CONCERNING ACCEPTANCE BY CITY
OF KRAFT BUILDING.

A proposed resolution calling upon the City Council Committee on Education to convene a meeting to evaluate all the implications of the acceptance of the gift of the Kraft Building, etc.--*Referred to the Committee on Education.*

Presented by

ALDERWOMAN HUMES (8th Ward):

*Referred--*PROPOSED ORDINANCE TO ESTABLISH BUS STAND ON
PORTION OF S. STONY ISLAND AV.

A proposed ordinance to establish a bus stand on S. Stony Island Avenue (east curb) from a point 12 feet north of the north property line of E. 81st Street to a point 165 feet north thereof.--*Referred to the Committee on Local Transportation.*

Presented by

ALDERMAN VRDOLYAK (10th Ward):

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 194A OF
MUNICIPAL CODE (CHICAGO ZONING ORDINANCE) CONCERNING
HEIGHT REGULATIONS NEAR MAJOR AIRPORTS.

A proposed ordinance to amend Chapter 194A of the Municipal Code of the City of Chicago (known as the Chicago Zoning Ordinance) by adding specific language in reference to height regulations near major airports to now include O'Hare Airport and Meigs Field, etc.--*Referred to the Committee on Buildings and Zoning.*

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 156 OF
MUNICIPAL CODE CONCERNING MOTOR VEHICLE MAINTENANCE
SHOPS, ETC.

Also a proposed ordinance to amend Chapter 156 of the Municipal Code of the City of Chicago by adding a new Chapter 156.3 in reference to motor vehicle maintenance shops, etc.--*Referred to the Committee on License.*

*Referred--*PROPOSED ORDER TO CONSTRUCT CURB-ATTACHED
SIDEWALKS AT SPECIFIED LOCATIONS.

Also a proposed order to construct curb-attached sidewalks on the west side of S. Avenue O from E. 105th Street to E. 103rd Street and also on both sides of E. 105th Street from S. Green Bay Avenue to S. Avenue O.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERMAN MARZULLO (25th Ward):

Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The building at No. 2724 W. 23rd Street is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building located at No. 2724 W. 23rd Street, is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Marzullo 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, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

Nays--None.

Presented by

ALDERMAN NARUDLLI (26th Ward):

Referred--PROPOSED ORDER FOR PERMIT TO MAINTAIN
EXISTING CANOPIES.

A proposed order for issuance of a permit to Nelson Brothers Furniture Corporation to maintain and use two existing canopies attached to the building or structure located at No. 2750 W. Grand Avenue and No. 727 N. California Avenue.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERMAN LAURINO (39th Ward):

Referred--PROPOSED ORDER FOR INSTALLATION OF ALLEY
LIGHT AT SPECIFIED LOCATION.

A proposed order for installation of an alley light at the rear of the premises located at No. 4024 W. Argyle Street.--*Referred to the Committee on Finance.*

Presented by

ALDERMAN PUCINSKI (41st Ward)

Tribute to the Late Henry H. Zielinski.

A proposed resolution reading as follows:

WHEREAS, Almighty God in His Infinite Mercy and Wisdom called Henry H. Zielinski to his Eternal Reward on December 15, 1982; and

WHEREAS, Henry Zielinski was a life-long resident of Chicago, growing up in the Cragin neighborhood, and residing in the 41st Ward's Norwood Park Community since the 1940's; and

WHEREAS, Henry was the "conscience of Norwood Park" serving as president of its community association; and

WHEREAS, Henry executed his duties in an exemplary manner--always at the call of his community, whether it be to solve a problem or plan another gala event; and

WHEREAS, Henry also devoted his time to the Boy Scouts, passing on to them a sense of community devotion and leadership; and

WHEREAS, Henry served his country as a U.S. Air Force flight controller during World War II and later continued in the Air Force Reserve. He rose to the rank of Lieutenant Colonel and represented the Air Force Academy for presentations at local high schools and for recruitment of potential students; and

WHEREAS, Henry possessed the true "I Will" spirit of Chicago through his determination, hard work and community devotion; now, therefore,

Be It Resolved, By the Mayor of the City of Chicago and the Members of the City Council, assembled this 23rd day of December, 1982, that we extend our heartfelt sympathy to Henry's wife Ellen and their children; and

Be It Further Resolved, That we also extend our condolences to the Norwood Park Community Association; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mrs. Ellen Zielinski and the Norwood Park Community Association.

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 the foregoing proposed resolution was *Adopted*, by a rising vote.

—
**Congratulations Extended to A. N. Pritzker on Occasion
of Receiving "Scopus Award."**

Also a proposed resolution reading as follows:

WHEREAS, In a City known for its "I Can" determination, no man better exemplifies the spirit of caring, commitment and active involvement as does A. N. Pritzker. Among the leaders of industry, business and commerce his name stands out as a hallmark of achievement and success; and

WHEREAS, Born January 6, 1896, he attended the Chicago public school system, matriculating at the University of Chicago where he earned a PH.D. in 1916. Following military service as a Chief Petty Officer of World War I, he entered the Harvard Law School, graduated with an LL.B. degree in 1920 and immediately commenced the practice of law with his father and brother in the firm of Pritzker and Pritzker; and

WHEREAS, A.N. Pritzker, through his daring design of hotels in Chicago has given our City a new sense of direction and a renewed era of hope; and

WHEREAS, A person of great generosity and creative genius, A.N. Pritzker has been associated with a broad spectrum of local and national service and charitable organizations, particularly in the fields of education and health care. Involved with the Pritzker School of Medicine, an affiliate of the University of Chicago, and the Nicholas J. Pritzker Center for Disturbed Children, he most recently established the A.N. Pritzker Youth Foundation, to provide funding for after-school activities for the children of Wicker Park Elementary School, from which he graduated in 1910; and

WHEREAS, A.N. Pritzker realized early in his life the value of education; and

WHEREAS, Because of their deep commitment to education, Jewish scholars have played a key role or participated in almost every single advance of civilization; and

WHEREAS, Because of his deep commitment to education A.N. Pritzker has endowed the Hebrew University with a scholarship fund to open new vistas in education; and

WHEREAS, In the 1970's the University on Mount Scopus became a living symbol of United Jerusalem and harnessed its brainpower to serve the cause of peace--and in the 1980's the University continues to meet the challenges of a modern democratic society; and

WHEREAS, A.N. Pritzker has been awarded the prestigious Scopus Award by the Hebrew University for his unyielding commitment to education; now, therefore,

Be It Resolved, By the Mayor of the City of Chicago and the Members of the City Council, assembled this 23rd day of December, 1982, that we hereby congratulate A.N. Pritzker on receiving the Scopus Award and wish him many years of continued success; and

Be It Further Resolved, That a suitable copy of this resolution be presented to A.N. Pritzker.

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 Alderman Natarus, the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN NATARUS (42nd Ward):

Honor and Recognition Accorded Jory Graham for her
Efforts on Behalf of Cancer Patients.

A proposed resolution reading as follows:

WHEREAS, Jory Graham has dedicated her personal and professional career toward helping those unfortunate persons who experience the painful and dreaded disease of cancer; and

WHEREAS, Jory Graham's unique column entitled "A Time To Live" appears weekly in the Sun-Times and fifty other newspapers nationwide, giving the one out of every four persons who will face cancer in his or her lifetime a keen insight into the medical and social problems which stem from this dreaded illness; and

WHEREAS, Jory Graham's perspective on these issues has resulted from personal experience with cancer in which she has waged a courageous struggle to remain alive; and

WHEREAS, Jory Graham has been recognized for her work by the American Medical Association and the American Cancer Society wherein many have stated that she has done more for cancer patients in this country than any other person; now, therefore,

Be It Resolved, That the Mayor and the City Council assembled in meeting this 27th day of December, 1982 A.D., do hereby honor and give due recognition to Jory Graham for her selfless humanitarian efforts on behalf of cancer patients in this country and do further wish her "God Speed" in her continued efforts to uplift the spirit of those most in need.

Alderman Natarus 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 Natarus the foregoing proposed resolution was *Adopted*.

—
**LaSalle Street Church and its Pastor, Reverend William Leslie
Congratulated on Occasion of 100th Birthday
of Church Building.**

Also a proposed resolution reading as follows:

WHEREAS, The month of November, 1982 A.D., marks the 100th Anniversary of the building of the historic LaSalle Street Church located at 1136 North LaSalle Street, Chicago, Illinois; and

WHEREAS, The members of the church celebrated this centennial celebration with a series of events, namely: the creation of a three-dimensional landscape of Chicago entitled "Urbanscape" conceived by church member and architect, Randy Murphy, thus using the arts to worship God, vesper services with a candlelight service of reflection and concluded by a 100th Birthday party and centennial banquet at the Bismarck Hotel with scores of birthday cakes baked by parishioners and decorations provided by the children of the church, and;

WHEREAS, LaSalle Street Church, since the laying of its cornerstone in November, 1882, has been a church whose history is a veritable mirror of the changes which have occurred on the near north side, namely: the witnessing of shifts in population, Italian immigrants replacing the Germans and the Swedes, after the Italians came the Japanese who had left their ordeal in the confinement camps of the west, to the Puerto Ricans, White Appalachians and finally the Black population replacing ethnic white at the Cabrini Green Housing Development; and

WHEREAS, LaSalle Street Church stands in the middle like a bridge lying between the extremes of the sprawling ghetto of the west and "One Magnificent Mile" of excitement and the good life along the lakefront to the east, a true microcosm of the serious problems facing urban America; and

WHEREAS, The entrance of Reverend William Leslie as pastor of LaSalle Street Church in 1961 heralded a new era of dynamic spiritual leadership and marked a distinct turning point in the history and direction of both the LaSalle Street Church and the surrounding urban community; now, therefore,

Be It Resolved, That the Mayor and the City Council assembled in meeting this 27th day of December, 1982, A.D., do hereby congratulate LaSalle Street Church and its pastor, Reverend William Leslie, on its one hundredth birthday of the laying of the church cornerstone and sincerely wish them many successful years as God's successful ministering people in the true spirit of "Starfish Throwers."

Alderman Natarus 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 Natarus the foregoing proposed resolution was *Adopted*.

*Referred--*PROPOSED ORDER FOR PERMIT TO MAINTAIN
EXISTING CANOPY.

Also a proposed order for issuance of a permit to Le Cheminee, Inc. to maintain and use an existing canopy attached to the building or structure located at No. 1161 N. Dearborn Street.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERMAN OBERMAN (43rd Ward):

*Referred--*PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE
IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to Marion Parry, d/b/a A New Leaf, Inc. to maintain and use a portion of the sidewalk adjacent the property commonly known as No. 1645 N. Wells Street for the purpose of displaying seasonal floral merchandise.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERMAN OBERMAN (43rd Ward) and OTHERS:

*Referred--*PROPOSED RESOLUTION URGING HEARINGS TO BE HELD
INVESTIGATING TYLENOL TRAGEDY AND PERSON(S) RESPONSIBLE
FOR SUCH TRAGEDY.

A proposed resolution presented by Aldermen Oberman, Bloom and Orr, urging hearings to be held to investigate the Tylenol tragedy and seek the person(s) responsible for such tragedy.--*Referred to a Special Joint Committee composed of the Members of the Committee on Health and the Committee on Human Rights and Consumer Protection.*

Presented by

ALDERMAN SCHULTER (47th Ward):

*Referred--*PROPOSED ORDER FOR PERMIT TO MAINTAIN
EXISTING CANOPY.

A proposed order for issuance of a permit to Bethany Home and Hospital of the Methodist Church to maintain and use an existing canopy attached to the building or structure located at No. 5025 N. Paulina Street.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERWOMAN VOLINI (48th Ward):

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 104.2
OF MUNICIPAL CODE CONCERNING AMUSEMENT
DEVICES.

A proposed ordinance to amend Chapter 104.2, Section 9 of the Municipal Code of the City of Chicago by adding language in reference to automatic amusement devices.--*Referred to the Committee on Buildings and Zoning.*

Referred--PROPOSED ORDINANCE TO AMEND CHAPTER 104.2
OF MUNICIPAL CODE RESTRICTING LOCATION OF ARCADES.

Also a proposed ordinance to amend Chapter 104.2, Section 9 of the Municipal Code of the City of Chicago by adding language in reference to restricting the location of arcades.--*Referred to the Committee on Buildings and Zoning.*

Presented by

ALDERMAN ORR (49th Ward):

Drafting of Ordinance Directed for Vacation of
Specified Public Alley.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all that part of the east-west 8-foot public alley lying east of a line 327.97 feet east of the east line of N. Winthrop Avenue in the area bounded by W. Loyola Avenue, a line approximately 143.45 feet, more or less, south thereof, N. Winthrop Avenue and the shore line of Lake Michigan for Loyola University (No. 32-49-82-812); said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendations to the City Council.

On motion of Alderman Orr, the foregoing proposed order was *Passed*.

5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF
WARRANTS FOR COLLECTION, AND WATER RATE EXEMPTIONS, ETC.

Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance*, as follows:

Free Permit:

BY ALDERMAN OBERMAN (43rd Ward):

St. Joseph Hospital, No. 2900 N. Lake Shore Drive--for installation of a General Electric Angiography Unit.

License Fee Exemptions:

BY ALDERMAN KENNER (3rd Ward):

Convalescent Home of the First Church of Deliverence, No. 4314 S. Wabash Avenue.

BY ALDERMAN MAJERCZYK (12th Ward):

Misericordia Home South, No. 2916 W. 47th Street.

BY ALDERMAN CAROTHERS (28th Ward):

Ridgeway Hospital, No. 520 N. Ridgeway Avenue.

BY ALDERMAN DAVIS (29th Ward):

Austin Y.M.C.A., No. 505 N. Central Avenue.

BY ALDERMAN MELL (33rd Ward):

Grace Convalescent Home, No. 2800 W. Grace Street.

St. Paul's House, No. 3831 N. Mozart Street.

BY ALDERMAN LAURINO FOR ALDERMAN RITTENBERG (40th Ward):

Covenant Retirement Home, No. 2725 W. Foster Avenue.

BY ALDERMAN PUCINSKI (41st Ward):

Norwood Park Home, No. 6016 N. Nina Avenue.

Resurrection Day Care Center, No. 7435 W. Talcott Avenue (2).

BY ALDERMAN NATARUS (42nd Ward):

Henrotin Hospital, No. 111 W. Oak Street.

Infant Welfare Society of Chicago, No. 1931 N. Halsted Street.

William M. Scholl College of Podiatric Medicine, No. 1001 N. Dearborn Street.

BY ALDERMAN OBERMAN (43rd Ward):

Augustana Hospital, No. 411 W. Dickens Avenue.

Chicago Center Hospital, No. 426 W. Wisconsin Street.

St. Joseph Hospital, No. 2900 N. Lake Shore Drive.

BY ALDERMAN SCHULTER (47th Ward):

Ravenswood Hospital Medical Center, No. 4550 N. Winchester Avenue.

Bethany Methodist Hospital, No. 5025 N. Paulina Street.

Bethany Methodist Home, No. 4950 N. Ashland Avenue.

Martha Washington Hospital, 4055 N. Western Avenue.

Sydney R. Forkosh Memorial Hospital, 2544 W. Montrose Avenue.

BY ALDERMAN STONE (50th Ward):

Northwest Home for the Aged, No. 6300 N. California Avenue.

Cancellation of Warrants for Collection:

BY ALDERMAN BLOOM (5th Ward):

McCormick Theological Seminary, No. 5555 S. Woodlawn Avenue--building, elevator and mechanical ventilation inspections.

BY ALDERMAN MARTINEZ (31st Ward):

Our Lady of the Angels Church, No. 3808 W. Iowa Street--boiler and fuel burning equipment inspection.

BY ALDERMAN GABINSKI (32nd Ward):

St. Elizabeth Hospital, No. 1431 N. Claremont Avenue--internal boiler inspection.

BY ALDERMAN LAURINO (39th Ward):

Edgebrook Evangelical Covenant Church, No. 6355 N. Spokane Avenue--building inspection.

BY ALDERMAN LAURINO FOR ALDERMAN RITTENBERG (40th Ward):

Christ Evangelical Lutheran Church, No. 3253 W. Wilson Avenue--boiler and fuel burning equipment inspection.

Edgewater Hospital, No. 5700 N. Ashland Avenue--subsurface space (vault) inspection.

BY ALDERMAN OBERMAN (43rd Ward):

Children's Memorial Hospital, No. 2300 Children's Plaza--parking sign inspections (2).

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (December 15, 1982).

Alderman Burke moved to *Correct* the printed Official Journal of the Proceedings of December 15, 1982 as follows:

Page 14018 - by deleting the number "2-1-7(a)" appearing on the nineteenth line from the top of the page and inserting the number "201-7(a)" in lieu thereof.

The motion *Prevailed*.

JOURNAL (December 23, 1982).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Thursday, December 23, 1982, at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Correct* said printed Official Journal as follows:

By deleting the map printed on page 14296 and inserting the map printed on page 14604 of this Journal in lieu thereof.

Alderman Oberman then moved to further *Correct* the printed Official Journal as follows:

Page 14299 - by deleting the words "unanimous consent" appearing on the eighth line from the bottom of the page.

The motion *Prevailed*.

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

UNFINISHED BUSINESS.

**Extension of Agreement Authorized Between City and Continental
Air Transport Co., Inc., for Airport Ground
Transportation Services.**

On motion of Alderman Frost the City Council took up for consideration the Report of the Committee on Finance deferred and published in the Journal of the

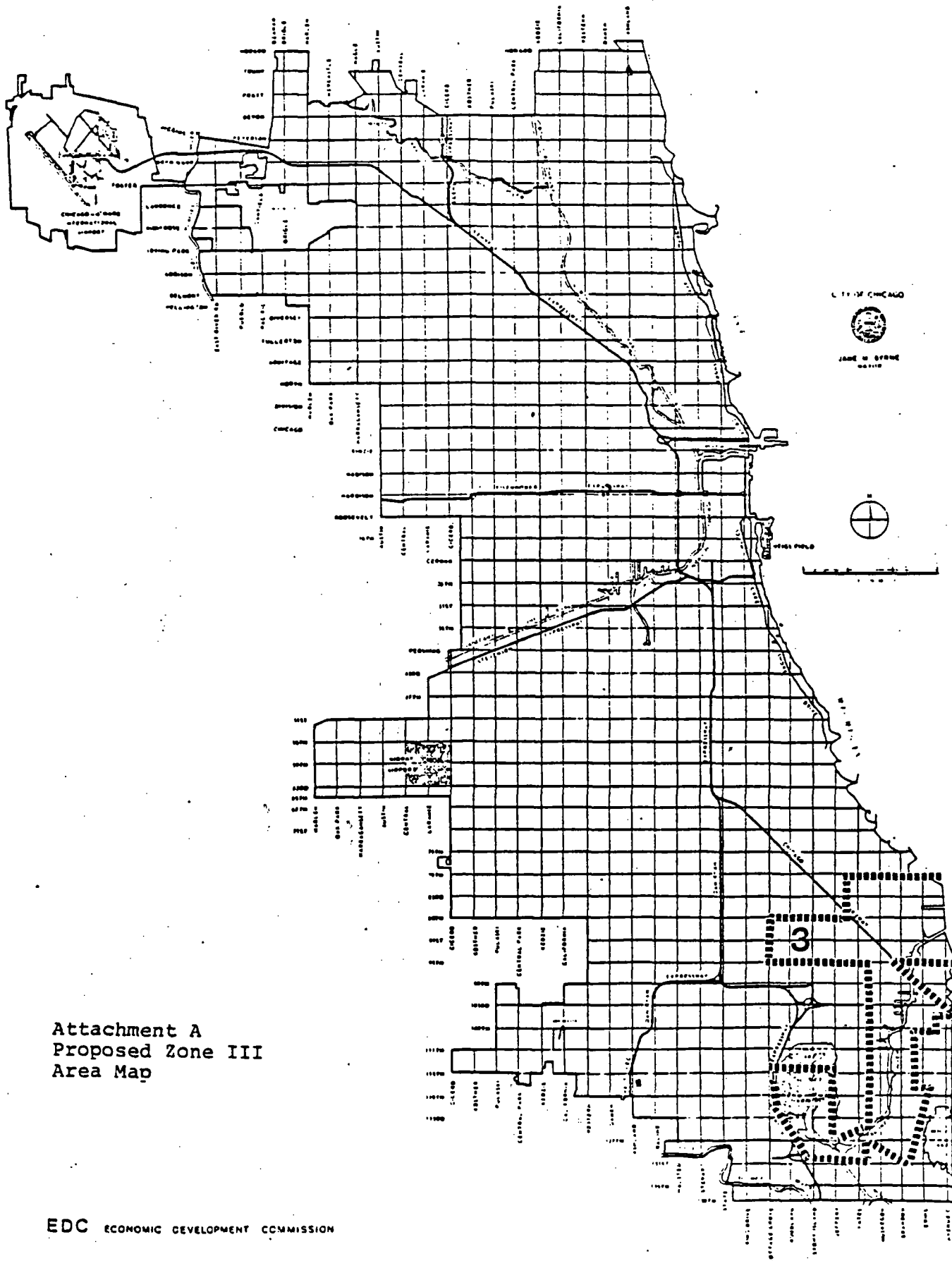
Proceedings of October 22, 1981, pages 7657-7660, recommending that the City Council pass an extension agreement between the City and Continental Air Transport Company, Inc., for airport ground transportation services.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Burke, Brady, Barden, Kellam, Sheahan, Kelley, Stemberk, Lipinski, Marzullo, Hagopian, Martinez, Gabinski, Frost, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Clewis, Axelrod, Schuler, Stone--33.

Nays--Aldermen Bloom, Huels, Streeter, Davis, Oberman, Volini, Orr--7.

(Continued on page 14605)



(Continued from page 14603)

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to execute an amendment to an agreement between the City of Chicago and Continental Air Transport Co., Inc. dated September 30, 1959 (C.J.P. December 23, 1959, pp. 1879 et sub.), as amended July 21, 1967 (C.J.P., pp. 614-615), said amendment to be in substantially the following form:

This agreement made and entered into, this _____ day of _____, A.D., 1981, by and between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter referred to as "City" and Continental Air Transport Co., Inc., hereinafter referred to as "Continental".

WITNESSETH:

Whereas, City and Continental have heretofore entered into an agreement under date of September 30, 1959, authorized by the City Council December 23, 1959 (C.J.P. p. 1879 et sub.) as amended under date of July 21, 1967 (C.J.P. p.p. 614-615), hereinafter referred to as "said agreement", in and by which City, among other provisions granted to Continental certain privileges or premises to be occupied and used for the purposes therein stated, located at Chicago Midway Airport and Chicago-O'Hare International Airport in the City of Chicago, Counties of Cook and DuPage, and State of Illinois;

Now, Therefore, City, in consideration of the provisions and conditions set forth in said agreement, does hereby amend said agreement as heretofore amended, and Continental hereby accepts said privileges or premises therein set forth and upon the terms, conditions and provisions set forth and stated therein (to which reference is hereby made, and which the parties agree will be incorporated, and shall be considered to be incorporated herein, by this reference thereto) except insofar and only insofar as said privileges, premises, terms, conditions and provisions are modified, changed, or amended by the further provisions of this agreement.

It is hereby further agreed that the sole modifications of, changes in, and amendments to, said agreement, which are hereby made therein, and which shall be applicable to all renewals and extensions as may be made and provided for therein, are as follows:

A. The third paragraph of paragraph 1 of said agreement reading as follows:

"Continental agrees that it will operate its business at the airport subject to the laws of the United States of America, the State of Illinois and the general ordinances of the City Council of the City and established rules."

shall be and hereby is modified, changed and amended to read as follows:

"Continental agrees that the rights, privileges and duties conferred upon it pursuant to this Agreement shall be subject to the laws of the United States of America, the State of Illinois and the general ordinances of the City Council of the City, and that it will operate its business at the airport subject to the aforesaid laws and ordinances."

B. The first sentence of the present paragraph 2 of said agreement reading as follows:

"As compensation for the rights and privileges herein granted, Continental agrees to pay the City (10) per cent of the gross revenue or the minimum guarantees hereinafter set forth, whichever is the greater, and that the minimum guarantees for the years 1959 through 1965, inclusive, shall annually be the sum of \$200,000.00; and for the year 1968, it shall be \$215,000.00."

shall be and hereby is modified, changed and amended to read as follows:

"As compensation for the rights and privileges herein granted, Continental agrees to pay the the City (10) per cent of the gross revenue or the minimum guaranty hereinafter set forth, whichever is the greater, and the minimum guarantee for the year 1982 and for each calender year thereafter is \$430,000."

C. The last sentence of present paragraph 2 of said agreement reading as follows:

"Continental shall furnish the City with a performance bond with surety in the sum of \$200,000.00 satisfactory to the Comptroller of the City and to be approved by the Corporation Counsel as to form and legality."

shall be and hereby is modified, changed and amended to read as follows:

"Continental shall furnish the City with a performance bond with surety in the sum of \$430,000.00 satisfactory to the Comptroller of the City and to be approved by the Corporation Counsel as to form and legality."

D. The present subparagraph (b) of paragraph 4 of said agreement reading as follows:

"A single trip permit shall be obtained by all other public passenger vehicles having seating capacity for more than seven passengers when picking up passengers at the airport. The Commissioner of Aviation shall issue single trip permits to such operators upon the payment of compensation at the rate of three (\$3.00) dollars for each trip using a vehicle of less than 10-passenger seating capacity and involving the pick-up of passengers at the airport, and a fee of five (\$5.00) dollars for each trip using a vehicle of ten or more passenger seating capacity and involving the pick-up of passengers at the airport. No person shall be permitted to drive any public passenger vehicle having seating capacity for more than seven passengers upon the airport vehicle driveways for the purpose of picking up passengers, without a single trip permit from the Commissioner of Aviation, provided that no permit shall be required of buses or vehicles operated by the Chicago Transit Authority, a municipal corporation, or of rail transportation or of buses bringing groups to the airport for educational purposes. The Commissioner of Aviation, after consultation with the City Comptroller, shall promulgate reasonable regulations governing the issuance of such single trip permits, the time and method of making payment of compensation, and the measures to be taken to enforce the requirements thereof."

shall be and hereby is modified, changed and amended to read as follows:

"The City shall promulgate reasonable regulations governing the issuance of permits for public passenger vehicles other than Continental picking up passengers on a single trip basis at the airport, said regulations to prescribe the permit fees and the rights incidental to said permits. No person or firm other than Continental shall be permitted to drive any public passenger vehicle having seating capacity for more than seven passengers upon the airport vehicle driveways for the purpose of picking up passengers without a single trip permit from the Commissioner of Aviation provided, however, that no permit shall be required of buses or vehicles operated by the Chicago Transit Authority or of rail transportation or of buses bringing groups to the airport for educational purposes."

E. The last clause of present paragraph 7 of said agreement reading as follows:

"Public Liability

Insurance	\$100,000 per person
	1,000,000 per accident

Property Damage

Insurance \$50,000 per accident"

shall be and hereby is modified, changed and amended to read as follows:

"Public Liability

Insurance \$200,000 per person
 5,000,000 per accident

Property Damage

Insurance 100,000 per accident"

F. Paragraph 9 of said agreement, reading as follows:

"The term of this agreement will be for the period commencing on December 30, 1959 and terminating on December 31, 1982."

shall be and is hereby modified, changed and amended to read as follows:

"The term of this agreement will be for the period commencing on December 30, 1959 and terminating on December 31, 1997."

G. Paragraph 13 is incorporated in said agreement, said paragraph to read as follows:

"Continental's rights, privileges, and obligations hereunder are assignable by Continental to any corporation, hereinafter referred to as "Continental Successor", which purchases Continental or which purchases the operating assets of Continental, and upon said assignment, Continental Successor automatically succeeds to all of the rights, privileges and duties of Continental hereunder."

It is therefore, agreed that except solely as hereinabove modified, changed and amended, the privileges, premises, terms, conditions and provisions of said agreement as heretofore amended shall apply to, and shall govern, this amendment of said agreement and any and all further renewals or extensions thereof for any subsequent period which may be affected or made under and in accordance therewith.

This agreement was authorized by the City Council of the City of Chicago the ____ day of _____, 19____, (C.J. p.____)

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the day and year first above written.

[Signature forms omitted for printing purposes.]

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

**Allocation of MFT Funds Authorized for New Street
Construction at Specified Locations.**

On motion of Alderman Frost the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of the Proceedings of December 15, 1982, pages 14167 and 14212, recommending that the City Council pass a proposed ordinance authorizing the allocation of MFT Funds for new street construction at specified locations.

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

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

Nays--Alderman Sheahan--1.

The following is said ordinance as passed:

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of One Million Seven Hundred Fifty Thousand (\$1,750,000.00) Dollars from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Street Construction 1978-15, M.F.T. Project No. 78-05032-00-PV, in the construction of the following new streets:

Carondelet Ave. - 130th St. north to C.W. Ry. (I.H.B.-PA-CPI & P.)
Buffalo Ave. - 110th St. to 109th St.
Mackinaw Ave. - 133rd St. to 132nd St. - 109th St. to 108th St.
Green Bay Ave. - 113th St. to 110th St. - 109th St. to 108th St.
Avenue 'O' - 105th St. to 103rd St.
Avenue 'N' - 102nd St. to 101st St.
Avenue 'M' - 132nd St. to 131st St.
132nd St. - from 209.58 ft. west to Avenue 'M'
105th St. - from legal limits west of Green Bay to Avenue 'O'

SECTION 2. The Commissioner of Streets and Sanitation is authorized to expend from said fund any sum necessary for all work in connection with the construction of said improvement, all subject to the approval of the Department of Transportation of the State of Illinois.

SECTION 3. The Purchasing Agent of the City of Chicago is hereby authorized to advertise and receive bids for the said improvement when approved by the Department of Transportation of the State of Illinois and to enter into all necessary contracts therefore.

SECTION 4. If it should become necessary to remove, relocate, replace or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic control system of the City, the appropriate City department shall perform such necessary work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

SECTION 5. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax Funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

Upon certification of the completion of this project by the State of Illinois, Department of Transportation, this project shall be terminated by ordinance and any remaining Motor Fuel Tax Funds allocated shall be returned to the Motor Fuel Tax Fund.

SECTION 6. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 7. The operating department shall maintain a separate ledger account for this project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for this project.

SECTION 8. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said allocation when properly approved by the Commissioner of Streets and Sanitation.

SECTION 9. The City Clerk is directed to transmit two (2) certified copies of the ordinance to the Division of Highways of the Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 10. This ordinance shall be in force and effect from and after its passage.

**Acceptance of Donation of Leasehold Interest and Improvements
and Execution of Agreement Authorized for Property Located
at No. 500 Peshtigo Ct.**

On motion of Alderman Frost the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of the Proceedings of December 23, 1982 pages 14298-14379, recommending that the City Council pass a proposed ordinance authorizing the acceptance of a donation of leasehold interest and improvements and the execution of agreement for property located at No. 500 Peshtigo Court.

Alderman Oberman moved to *re-refer* the said proposed ordinance to the Committee on Finance.

Alderman Barnett moved to *Lay the Motion on the Table*.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Burke, Brady, Barden, Kellam, Kelley, Marzullo, Hagopian, Martinez, Gabinski, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Axelrod, Schulter, Stone--29.

Nays--Aldermen Bloom, Huels, Streeter, Sheahan, Stemberk, Lipinski, Davis, Natarus, Oberman, Clewis, Volini, Orr--12.

Alderman Shaw then moved the *Previous Question*.

The motion *Failed to Pass*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Evans, Sawyer, Humes, Shaw, Vrdolyak, Majerczyk, Brady, Kellam, Kelley, Marzullo, Hagopian, Martinez, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Axelrod, Schulter--24.

Nays--Aldermen Bloom, Bertrand, Huels, Burke, Barden, Streeter, Sheahan, Stemberk, Lipinski, Davis, Oberman, Clewis, Volini, Orr, Stone--15.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Burke, Brady, Barden, Kellam, Kelley, Sherman, Marzullo, Nardulli, Hagopian, Martinez, Gabinski, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Axelrod, Schulter, Stone--31.

Nays--Aldermen Bloom, Huels, Streeter, Sheahan, Stemberk, Lipinski, Davis, Natarus, Oberman, Clewis, Volini, Orr--12.

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

The following is said ordinance as passed:

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 14611 through 14692 of this Journal.]

MISCELLANEOUS BUSINESS.

*Referred--*MAYOR'S APPOINTMENT OF JAMES KANE AS CABLE ADMINISTRATOR.

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 27, 1982.

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

LADIES AND GENTLEMEN--I hereby appoint James Kane to the position of Cable Administrator.

Your favorable consideration of this appointment will be appreciated.

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

(Continued on page 14693)

Kraft INC

December 21, 1982

Arthur W. Woolfie
Chairman and
Chief Operating Officer

By Courier

City of Chicago
121 N. LaSalle Street
Chicago, Illinois 60602

Attention: Stanley J. Garber
Corporation Counsel

Dear Mr. Garber:

Kraft, Inc. ("Kraft") presently holds a leasehold estate in the underlying land and holds title in the office building improvement constructed on the property commonly known as 500 Peshtigo Court, Chicago, Illinois ("Property"). Kraft's leasehold estate was created by that certain Lease, dated September 1, 1936, between The Chicago Dock and Canal Company, as lessor, and Kraft-Phoenix Cheese Corporation (predecessor to Kraft, Inc.), as lessee, and as subsequently amended ("Lease"). This letter will confirm our understanding that Kraft will agree to donate to the City of Chicago ("City") its leasehold interest under the Lease, together with the right of renewal granted under the Lease ("Donation"), in accordance with the following terms:

1. Kraft, at its election, will either assign to the City its interest under the Lease or enter into a sublease agreement between Kraft and the City.

2. The Donation, whether by assignment or sublease, will be consummated on or before December 31, 1982.

3. The City will agree to abide by the terms of the Lease and will further agree to indemnify Kraft from all loss, damages and the like in the event the City defaults under the Lease.

4. Kraft will be responsible for all carrying costs of the Property including such items as maintenance, insurance, and general real estate taxes, which may be incurred through the date of the Donation and the City would be responsible for all carrying costs of the Property which may be incurred following the date of the Donation.

City of Chicago
Mr. Stanley J. Garber
Page 2

5. Kraft will make no representations or warranties as to the state of repair, soundness, quality, value, or state of title of or to the Property and the office building improvement situated on the Property.

If the foregoing is acceptable to you, please indicate your acceptance by executing and returning to us the duplicate copy hereof.

Very truly yours,

KRAFT, INC.

By: _____

Accepted:

CITY OF CHICAGO

By: _____
Title: _____

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 SCHEDULE 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

December 27, 1982

MISCELLANEOUS BUSINESS

14615

CHICAGO TITLE INSURANCE COMPANY

68-71-914 821216 140813 SCHEDULE 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

LEASE

~

THE CHICAGO DOCK AND CANAL COMPANY,
LESSOR

TO

KRAFT-PHENIX CHEESE CORPORATION,
LESSEE

~

DATED SEPTEMBER 1, 1936

THE CHICAGO DOCK AND CANAL COMPANY, 217 N. LAKE ST., CHICAGO

1360-85

BOOK 33069 PAGE 503

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

BOOK 33063 PAGE 501

2

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 appraisement 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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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 J. Helm
President.

Attest:

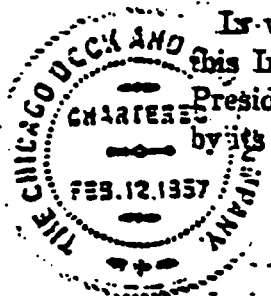
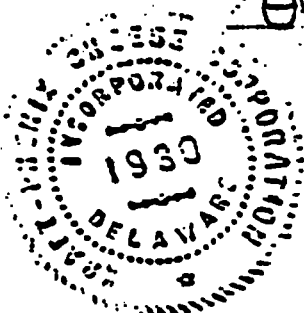
William A. Van Houghton
Secretary.

KRAFT-PHENIX CHEESE CORPORATION,

By J. Kieft
President.

Attest:

Olga A. P. P.
Secretary.



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

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.

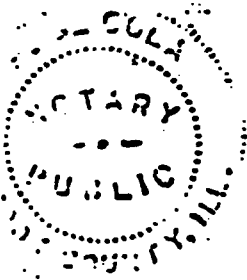
I, H. DeCola, a Notary Public in and for said county and state DO HEREBY CERTIFY that J. L. Kraft and Oliver A. Blackburn personally known to me to be the same persons whose names are respectively as President and Secretary of Kraft-Phenix Cheese Corporation, a corporation of the State of Delaware, subscribed 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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Charles J. Randall

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STATE OF ILLINOIS }
COOK COUNTY } ss. re.
FILED FOR RECORD

11885515

December 27, 1982

MISCELLANEOUS BUSINESS

14645

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 14100 PAGE 104

THIS INSTRUMENT is a lease amendment made this 1st day of November, 1943, 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-HEINZ 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 Westinghouse 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 Festina 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, 1839, 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 \$87.34 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.

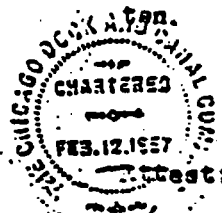
ARTICLE FOURTH

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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. D. R. R.
President

William A. Van Housen
Secretary



KRAFT FOODS COMPANY

By J. H. Scott
Vice President

STATE OF ILLINOIS)
COUNTY OF COCK) SS.

I, E. D. Mueser, a Notary Public in and for said County and State DO HEREBY CERTIFY that Hermann A. D. R. R. and William A. Van Housen, 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

December 27, 1982

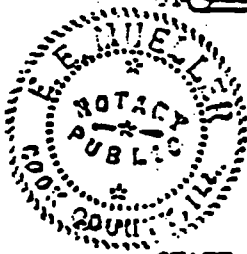
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special act of the Legislature of the State of Illinois, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal and 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

December, 1948.



E. J. [Signature]

Notary Public

My commission expires June 9, 1951

STATE OF ILLINOIS)
COUNTY OF COOK) S3.

I, [Signature], a Notary Public in and for said County and State DO HEREBY CERTIFY that [Signature] and [Signature], 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 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.

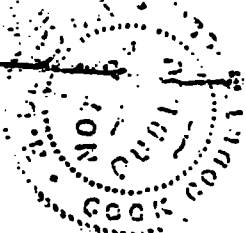
[Signature]
Notary Public

My commission expires Aug 14 - 1950

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THIS INSTRUMENT is a lease amendment made this 20th day of October, 1980, 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-PHEENIX 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 resubdivision 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 13, 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 Resubdivided 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 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, 1943, 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, 1943, 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 12 feet of Lot 2) in The Chicago Dock and Canal Company's Mesquite 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; Also, Lots 6 and 7 in Sub-block 3 of Block 19 in The Chicago Dock and Canal Company's subdivision of their subdivision of Original Water Lot 35 and the Accretion thereto; all of Block 9 and Accretion and of that part of Block 19 lying East of Sub-block 2, all in Elsie'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. 616119;

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, 1948) 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, 1990, 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 demise 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 demise 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 demise 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
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 devised 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 devised 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 EIGHTEENRatification 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

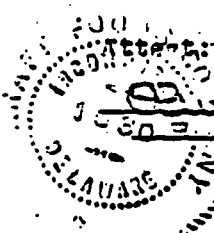
By

Sherran J. Davis
President

KRAFT FOODS COMPANY

By

J. H. Platt
Vice President



BOOK 44894 PAGE 485

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. Davis and William A. Van Houten,
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 24th day
of October, 1949.



E. J. Dummer

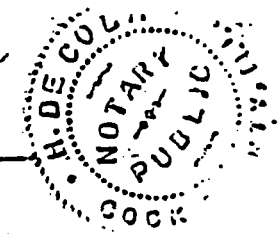
Notary Public

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. Davis and W. A. Van Houten,
personally known to me to be the same persons whose names are
respectively as Vice President and Secretary of
ARAFT FLOOD 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 Araft Flood 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

BOOK 1459 PAGE 486

By-
TOMMY KENNEDY & Co.
 30 NORTH LA SALLE STREET

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

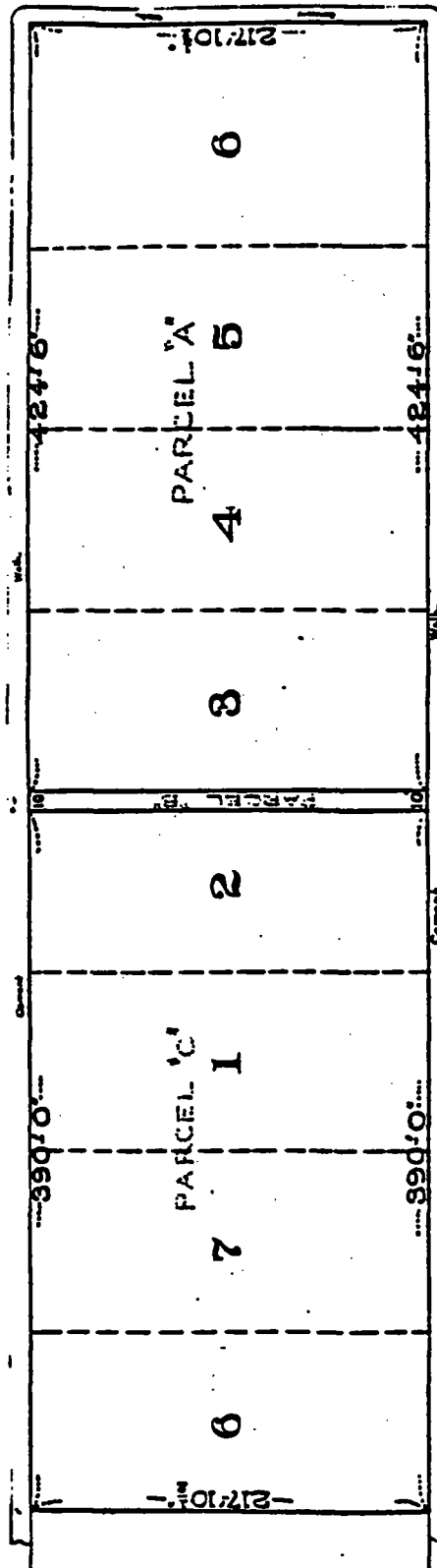
PARCEL 'B' - The East 10 feet of Lot 2 in Chicago Dock and Canal Company's Peabody Dock Addition in Section 10, Township 39 North, Range 14 East of the 3rd Principal Meridian.

PARCEL 'C' - Lots 6 and 7 in Sub Block 3 of Block 19 in the Chicago Dock and Canal Company's Reabdivision 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 Kinross Addition to Chicago. Also: Lot 1 and 2 (except the East 10 feet thereof) in Chicago Dock and Canal Company's Peabody 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' - 84,373.10 Sq. Ft. - Lease amendment dated Oct. 20, 1949
 TOTAL AREA 179,036.00 Sq. Ft.

State of Illinois
County of Cook

I, Ernest Kennedy & Co.,
 certify that a survey has been made
 under the direction of the Illinois Land &
 Survey Commission, and that the
 foregoing is a true and correct
 copy of the original record of the
 survey.

Surveyed By - *Ernest Kennedy & Co.*

BOOK 1420 PAGE 182

December 27, 1982

MISCELLANEOUS BUSINESS

14663

BOOK 44894 PAGE 487

10/12

14666421

STATE OF MISSISSIPPI
BOOK COUNTY
FILED FOR RECORD

1982 NOV 2 AM 9 29

44894 475

AND RECORDED IN

BOOK PAGE

RECORDER

Joseph M. Brown

CL

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 POCUS COMPANY (formerly named KRAFT-PHENIX CHEVSE 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, 1930, 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 Pesatingo 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 39 of Plats, at page 18, as document No. 1157023;

for a term of 49 years and 0 months beginning on the 1st day of November, 1930, 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 devised 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 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, 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 devised 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 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; Also, Lots 6 and 7 in Sub-block 3 of Block 19 in The Chicago Dock and Canal Company's Resur-

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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. 610129;

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 15, 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 plat drawings and survey constituting a part of the stipulation dated July 25, 1927, 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, a 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-177470;

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, 1956, 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 \$1,165.67 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 devised 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 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, 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, 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 devised 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 devised 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, 1936.

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 *Hermon G. Clark*
President

ATTEST:

William A. Van Hook
Secretary

KRAFT FOODS COMPANY

By *J. H. Platt*
Vice-President

ATTEST:

Ernest B. Berman
Secretary

THIS INSTRUMENT is a lease amendment, made this 11th 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. 1137023;

for a term of 43 years and 6 months beginning on the

1st day of November, 1938, and ending on the 30th day of April 1939; 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 devised 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 13, 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 devised 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 13, as Document No.

1137023; 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 3 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. 810129;

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 Festigo 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 30 of Plats, at page 18, as Document No. 1137023, 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-177475, 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]
By [Signature]
Its President

Its Secretary

NATIONAL DAIRY PRODUCTS CORPORATION

ATTEST: [Signature]
By [Signature]
Its Vice President

Its Secretary
Assistant

THIS INSTRUMENT is a Lease Amendment made this 15th day of October, 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
• 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.

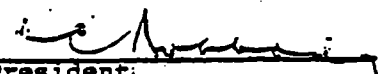
4. Said Lease dated September 1, 1936, as amended by instruments dated November 1, 1948, October 20, 1949, November 20, 1950, May 31, 1960 and by this instrument,

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:

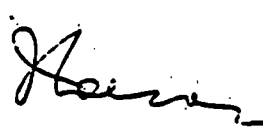

Its Secretary

KRAFTCO CORPORATION (Tenant)

By


Its President - Kraft Foods Division
O. E. Swain

ATTEST:


Its Secretary - Kraft Foods Division
I. L. Olson

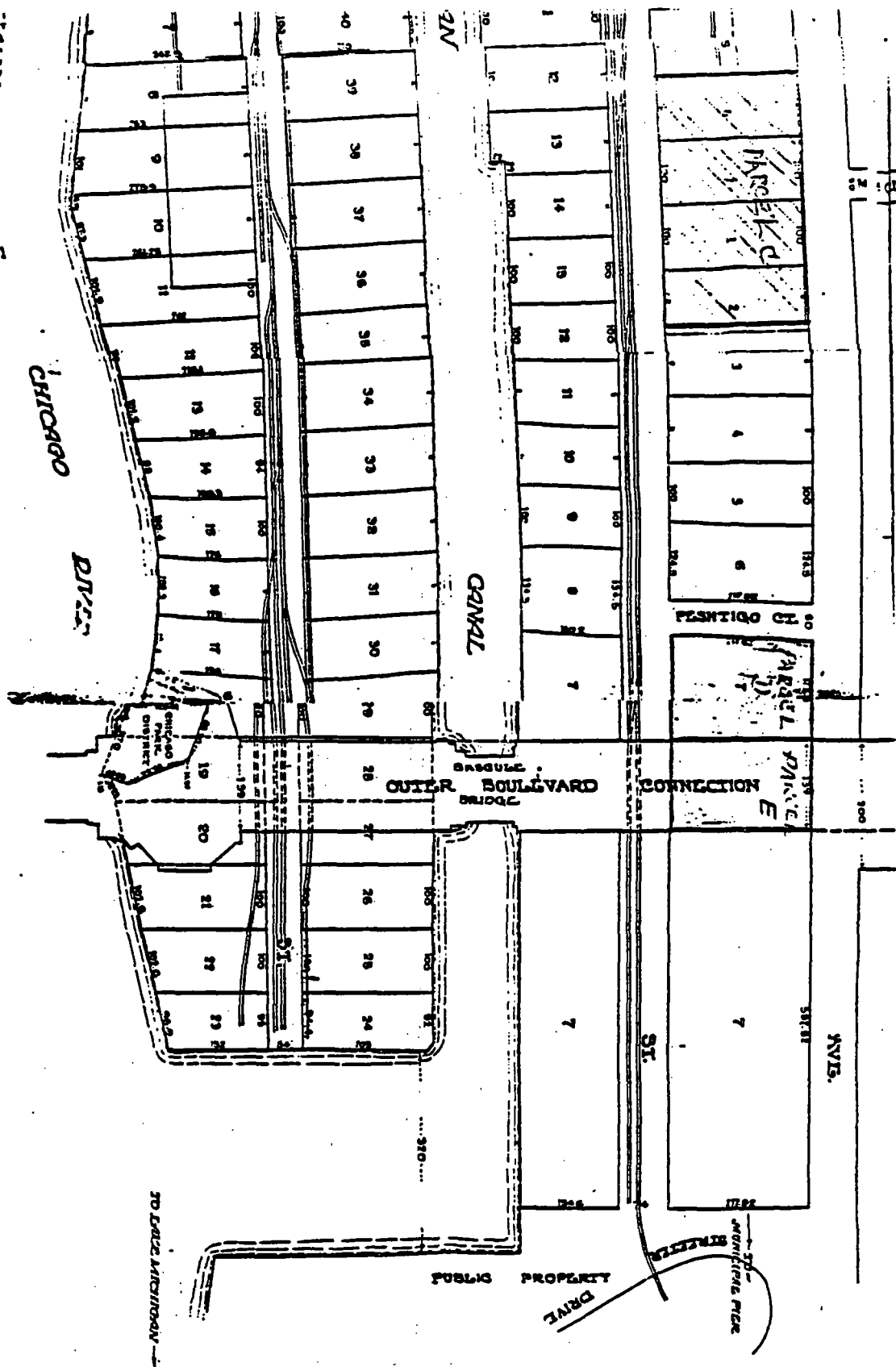
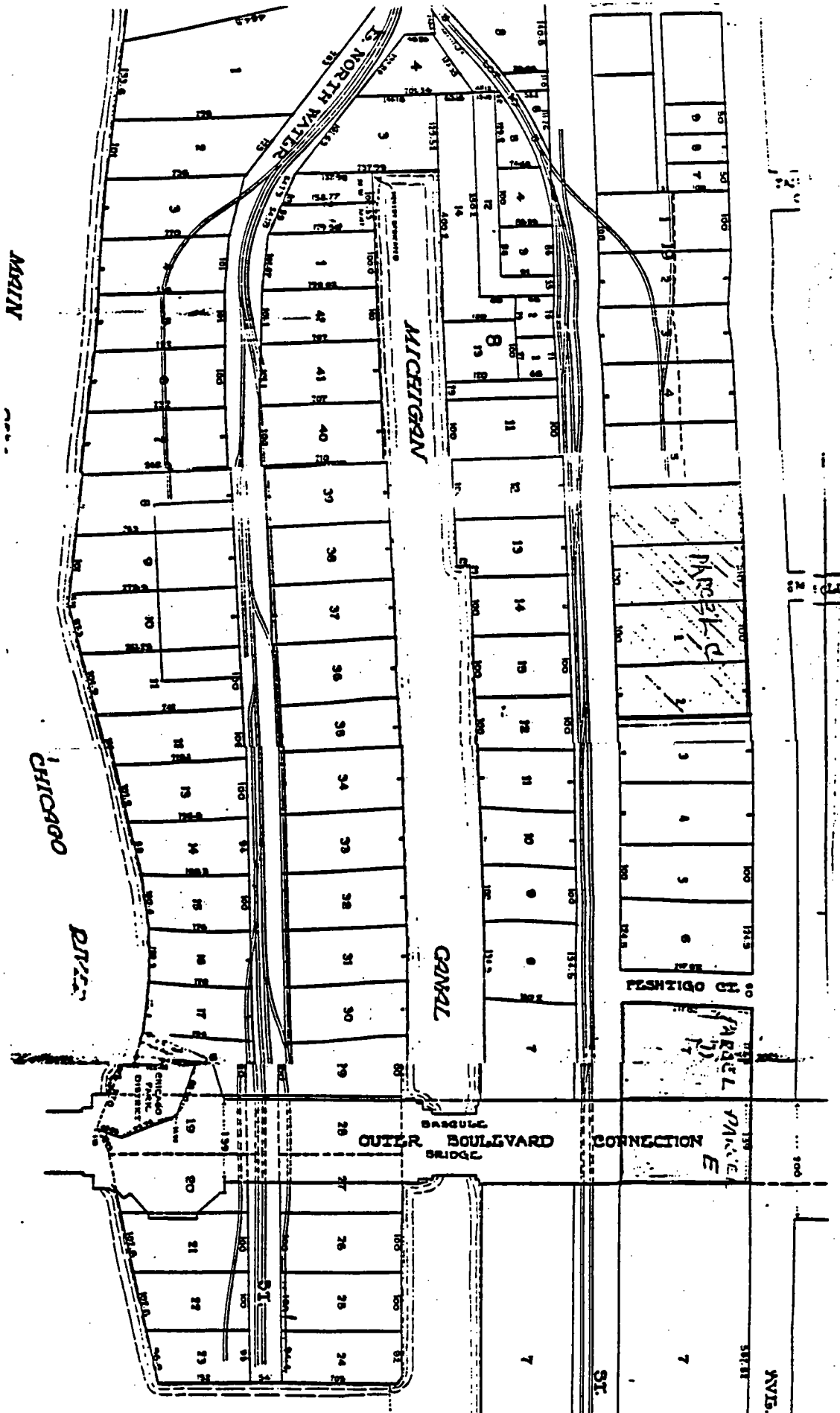


**EXHIBIT TO A LEASE AMENDMENT BETWEEN
THE CHICAGO DOCK AND CANAL TRUST AND
KRAFTCO CORPORATION**



(Continued from page 14610)

*Referred--*MAYOR'S APPOINTMENTS OF VARIOUS INDIVIDUALS AS
MEMBERS OF THE CHICAGO CABLE COMMISSION:

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 27, 1982.

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

LADIES AND GENTLEMEN--I herewith appoint, as members of the Chicago Cable Commission:

William A. Lee, for a term ending January 15, 1988;

The Rev. Wilbur N. Daniel, for a term ending January 15, 1987;

Eloise Shumpert, for a term ending January 15, 1986;

Jose Martinez, for a term ending January 15, 1985.

Your favorable consideration of these appointments will be appreciated.

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

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 Monday the twenty-seventh (27th) day of December, 1982, at 10:00 A.M., be and the same is hereby fixed to be held on Friday, the seventh (7th) day of January, 1983, at 10:00 A.M., in the Council Chamber in the City Hall.

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, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Clewis, Axelrod, Schuler, Volini, Orr, Stone--45.

Nays--None.

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 Friday, January 7, 1983, at 10:00 A.M. in the Council Chamber in the City Hall.

A handwritten signature in cursive script, reading "Walter S. Kozubowski".

WALTER S. KOZUBOWSKI,
City Clerk.