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COPY

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

Regular Meeting—Wednesday, October 31, 1984

at 10:00 A.M.

(Council Chamber—City Hall—Chicago, Illinois)

OFFICIAL RECORD.

HAROLD WASHINGTON
Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance at Meeting.

Present -- Honorable Harold Washington, Mayor, and Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone.

Absent -- None.

Call to Order.

On Wednesday, October 31, 1984 at 11:13 A.M. (the hour appointed for the meeting was 10:00 A.M.) Honorable Harold Washington, 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, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Quorum present.

Invocation.

Reverend Burton Seavey, World Outreach Evangelism, Inc., opened the meeting with prayer.

TRIBUTE TO LATE LIDIA PUCINSKA.

Honorable Harold Washington, Mayor, on behalf of himself and all the members of the City Council, presented the following proposed resolution:

WHEREAS, Lidia Pucinska, affectionately regarded as the Gran Dame of Polonia in Chicago, whose life was a worthy and esteemed model of the youthful European immigrant who came to America bringing hope, confidence and the best of her native culture, died last Thursday at the age of 88; and

WHEREAS, Lidia Pucinska was born in Krakow, Poland, and came to the United States alone in 1912 at the age of 16 and many years later was honored by the Ellis Island Historical Society because of her devotion to liberty; and

WHEREAS, A formidable enemy of totalitarian communism, she unselfishly devoted her energy and talent to raising funds for thousands of Polish immigrants, most recently $1 million in assistance for the people of Poland, while in World War II she was responsible for the sale of millions of dollars of U.S. war bonds; and

WHEREAS, For more than 50 years, Mrs. Pucinska was the announcer on the Polish language radio show, known in Polonia as the Polish Sunshine Hour, and she presented many translations in Polish of popular musicals, theater and news for her legion of listeners; now, therefore,

Be It Resolved, That the Mayor and the City Council of Chicago, assembled this 31st day of October, 1984, wish to convey our heartfelt condolences and our final tribute to a great and compassionate citizen of Chicago and to a great American, Lidia Pucinska; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and forwarded to her son Wesley and her son, Roman, our distinguished colleague in the City Council, and to her daughter, Helen Lidia Pawl.

Alderman Laurino 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 Laurino, (seconded by Aldermen Hagopian, Gabinski, Mell, Stone, Natarus and Pucinski) the foregoing proposed resolution was *Adopted,* unanimously, by a rising vote.

Honorable Harold Washington, Mayor, extended his personal condolences to the Pucinski family.

TRIBUTE TO LATE JAMES C. PETRILLO.

Honorable Harold Washington, Mayor, on behalf of himself and all the members of the City Council, presented the following proposed resolution:

WHEREAS, James Caesar Petrillo, the union leader of musicians in Chicago and the United States for four decades, died here on Tuesday, October 23, 1984; and

WHEREAS, James Petrillo was born March 16, 1892 in the neighborhood called "Little Italy," and played trumpet in the newsboys band of the now-defunct Chicago Daily News; and

WHEREAS, He led his own dance band at age 18 and within a few years, became president of the American Musicians Union's Chicago Chapter; and

WHEREAS, Mr. Petrillo for 40 years was president of the Chicago Federation of Musicians, and served 18 years as president of the American Federation of Musicians; and

WHEREAS, During his years in office, Mr. Petrillo battled for improved conditions, benefits and recognition for the nation's working musicians; and

WHEREAS, As one of the country's most powerful labor leaders, be became well acquainted with five United States Presidents; and

WHEREAS, The man who was led into a career involving music through the nurturing of Jane Addams at Hull House, now has a Chicago monument, the James C. Petrillo Music Shell, named in his honor in Grant Park; now, therefore,

Be It Resolved, That the Mayor and the City Council of the City Chicago, assembled this 31st day of October, 1984, urge the people of Chicago to join in honoring the memory of James C. Petrillo, and consoling ourselves with the thought that his life and concern for his fellow musicians gave inspiration to us all; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and forwarded to the family of James C. Petrillo.

Alderman Oberman 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 Oberman, the foregoing proposed resolution was *Adopted,* unanimously, by a rising vote.

CONGRATULATIONS EXTENDED RICK SUTCLIFFE AS NATIONAL LEAGUE CY YOUNG AWARD WINNER.

Honorable Harold Washington, Mayor, on behalf of himself and all the members of the City Council, presented the following proposed resolution:

WHEREAS, Chicago Cubs pitching ace Rick Sutcliffe's 1984 season as spearhead of the National League pennant winners has won him the coveted Cy Young Award by a unanimous vote of all 24 members in the Baseball Writers Association of America; and

WHEREAS, Sutcliffe, who was traded to the Cubs in mid-season through a waiver deal with Cleveland, won 14 consecutive regular-season starts on his way to a 16-1 record with the Cubs and a 20-6 record for the year; and

WHEREAS, The current Cy Young Award winner is the third Chicago Cub pitcher to win the honor, also given to former Cubbies Ferguson Jenkins and Bruce Sutter; and

WHEREAS, Rick Sutcliffe said, in humbly accepting his latest honor: "Even though it might have my name under it, this is a team award;" and

WHEREAS, Sutcliffe stirred the imagination and fervor of millions of Cubs fans throughout the world when he opened the National League Playoff Games with a trememdous 13-0 win over the San Diego Padres; and

WHEREAS, The subsequent fate of the Cubs in that series inevitably will propel the team's greatest pitcher to once again lead the Cubs to victory and capture the 1985 World Series Championship; now, therefore,

Be It Resolved, That the Mayor and the City Council of Chicago, assembled this 31st day of October, 1984, urge all baseball fans to join in acknowledging the magnificent sportsmanship and skill of the 1984 Cy Young Award winner, Rick Sutcliffe; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and forwarded to Rick Sutcliffe and his family.

Alderman Hansen 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 Hansen, the foregoing proposed resolution was *Adopted,* unanimously.

CONGRATULATIONS EXTENDED JIM FREY ON BEING NAMED NATIONAL LEAGUE "MANAGER OF THE YEAR".

Honorable Harold Washington, Mayor, on behalf of himself and all the members of the City Council, presented the following proposed resolution:

WHEREAS, Jim Frey, field commander of the amazing 1984 Chicago Cubs Baseball Team has been chosen "Manager of the Year" by both the Baseball Writers' Association and The Sporting News; and

WHEREAS, Jim Frey is the first baseball manager in history to win a divisional title in each league in his first season, having accomplished the same feat at Kansas City in 1980; and

WHEREAS, Along with Cubs' General Manager Dallas Green, who brought Jim Frey to Chicago from a coaching position with the New York Mets in mid-season, the super-coach welded together a powerful team through some noteworthy trades; and

WHEREAS, Under Jim Frey's ingenious coaching, the Chicago Cubs in 1984 were in either first place or in a tie for first place in the National League Eastern Division for a total of 91 days, and in first place alone for the last 61 of those exciting days; and

WHEREAS, The National League Playoff Games put the Chicago Cubs into their first post-season play in 39 years; and

WHEREAS, Jim Frey has made it a point to note that his Manager of the Year Award is the result of the efforts of the entire Chicago Cubs team, including his coaching assistants: Ruben Amaro, Billy Connors, John Vukovich and Don Zimmer; and

WHEREAS, All of Chicago is anticipating the first day of the 1985 season, when Jim Frey's mighty Chicago Cubs will begin the magic which will take them to victory in the October Classic and bring the World Series to Wrigley Field; now, therefore,

Be It Resolved, That the Mayor and the City Council of the City of Chicago, assembled this 31st day of October, 1984, urge all citizens to join in paying public tribute to a great

coach, for strategies ingeniously executed and a display of distinction and sportsmanship which honors himself, his family, his team and this City; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and forwarded to the Chicago Cubs Baseball Team management.

Alderman Hansen 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 Hansen the foregoing proposed resolution was *Adopted,* unanimously.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Referred -- MAYOR'S APPOINTMENT OF RALEIGH MATHIS AS EXECUTIVE DIRECTOR OF OFFICE OF MUNICIPAL INVESTIGATIONS.

Honorable Harold Washington, Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 31, 1984.

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

LADIES AND GENTLEMEN -- I hereby resubmit the appointment of Raleigh Mathis as Executive Director of the Office of Municipal Investigations, which was previously submitted to you on April 25, 1984. It has come to my attention that this nomination is not noted in the Journal of Proceedings of April 25, 1984, thus making this resubmission necessary.

Your favorable consideration of this matter will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred -- AMENDMENTS TO VARIOUS CHAPTERS OF MUNICIPAL CODE.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Buildings:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 31, 1984.

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

LADIES AND GENTLEMEN -- On the recommendation of the Mayor's Advisory Commission on Building Code Amendments and with the approval of the Commissioner of the Department of Inspectional Services, I transmit herewith an ordinance amending Chapters 41.2, 62 and 78 and 78.1 of the Municipal Code to make certain miscellaneous corrections to the building code.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred -- AMENDMENT TO MUNICIPAL CODE CHAPTER 49 REGULATING CERTAIN FIRE - RESISTIVE CONSTRUCTION REQUIREMENTS.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Buildings:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 31, 1984.

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

LADIES AND GENTLEMEN -- On the recommedation of the Mayor's Advisory Commission on Building Code Amendments and with the approval of the Commissioner of the Department of Inspectional Services, I transmit herewith an ordinance amending Chapter 49 of the Municipal Code regulating the fire- resistive requirements for certain types of construction.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 51 CONCERNING SPRINKLER SYSTEMS.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Buildings:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 31, 1984.

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

LADIES AND GENTLEMEN -- On the recommendation of the Mayor's Advisory Commission on Building Code Amendments and with the approval of the Commissioner of the Department of Inspectional Services, I transmit herewith an ordinance amending Chapter 51 of the Municipal Code increasing the allowable undivided area of basements in buildings with approved sprinkler systems.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 62.1 CONCERNING HELICOPTER LANDING AREA REQUIREMENTS.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Buildings:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 31, 1984.

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

LADIES AND GENTLEMEN -- On the recommendation of the Mayor's Advisory Commission on Building Code Amendments and with the approval of the Commissioner of the Department of Inspectional Services, I transmit herewith an ordinance amending Chapter 62.1 of the Municipal Code to exempt certain High Rise buildings from Helicopter Landing Area requirements.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 76 CONCERNING ENGINEERING SAFETY PRACTICES DURING CONSTRUCTION.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Buildings:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 31, 1984.

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

LADIES AND GENTLEMEN -- On the recommendation of the Mayor's Advisory Commission on Building Code Amendments and with the approval of the Commissioner of the Department of Inspectional Services, I transmit herewith an ordinance amending Chapter 76 of the Municipal Code to up date reference standards relating to accepted engineering practice for safety during construction.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 78.1 CLARIFYING CERTAIN REHABILITATION CONSTRUCTION STANDARDS.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Buildings:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 31, 1984.

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

LADIES AND GENTLEMEN -- On the recommendation of the Mayor's Advisory Commission on Building Code Amendments and with the approval of the Commissioner of the Department of Inspectional Services, I transmit herewith an ordinance amending Chapter 78.1 of the Municipal Code to clarify construction standards for rehabilitation of certain buildings.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 79.1 CONCERNING AIR COOLING SUPPLY DUCT MATERIALS.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Buildings:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 31, 1984.

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

LADIES AND GENTLEMEN -- On the recommendation of the Mayor's Advisory Commission on Building Code Amendments and with the approval of the Commissioner of the Department of Inspectional Services, I transmit herewith an ordinance amending Chapter 79.1 of the Municipal Code providing that air cooling supply ducts be constructed of non-combustible materials.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 81 CONCERNING CONCENTRATION OF CARBON MONOXIDE IN GARAGES.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Buildings:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 31, 1984.

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

LADIES AND GENTLEMEN -- On the recommendation of the Mayor's Advisory Commission on Building Code Amendments and with the approval of the Commissioner of the Department of Inspectional Services, I transmit herewith an ordinance amending Chapter 81 of the Municipal Code to reduce the maximum concentration of carbon monoxide permitted in garages and passages.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 81 CONCERNING LIMIT OF CARBON MONOXIDE FOR CERTAIN AIR HEATERS.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Buildings:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 31, 1984.

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

LADIES AND GENTLEMEN -- On the recommendation of the Mayor's Advisory Commission on Building Code Amendments and with the approval of the Commissioner of the Department of Inspectional Services, I transmit herewith an ordinance amending Chapter 81 of the Municipal Code reducing the threshold limit of carbon monoxide for direct-gas-fired makeup-air heaters.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred – AMENDMENT OF MUNICIPAL CODE CHAPTER 104 CONCERNING EXPANSION OF CHICAGO AMUSEMENT TAX.

Honorable Harold Washington, 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

October 31, 1984.

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

LADIES AND GENTLEMEN -- At the request of the Acting Director of Revenue, I transmit herewith an ordinance amending Chapter 104 of the Municipal Code of Chicago, the Chicago Amusement Tax. The ordinance provides for an expansion of the tax to subscription and cable television and an elimination of most exemptions and certain technical amendments.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 185, SECTION 185-46.3 CONCERNING WATER AND SEWER ASSESSMENTS.

Honorable Harold Washington, 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

October 31, 1984.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Water, I transmit herein an ordinance amendment to the existing Chapter 185, Section 185-46.3 of the Municipal Code of Chicago, regarding the power of the Commissioner of Water to waive certification of payment of Water and Sewer assessments pursuant to rule or regulation.

Your favorable consideration of this ordinance will be appreciated.

Yours very truly,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 200.1, SECTION 200.1-2B6 CONCERNING ISSUANCE OF TRANSACTION TAX STAMPS.

Honorable Harold Washington, 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

October 31, 1984.

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

LADIES AND GENTLEMEN -- At the request of the Director of Revenue, I transmit herein an ordinance amendment to the existing Chapter 200.1, Section 200.1-2B6 of the Municipal Code of Chicago, regarding the authority of the Director of Revenue to issue Transaction Tax stamps pursuant to the issuance of a waiver of certification of payment of Water and Sewer assessments by the Commissioner of the Department of Water.

Your favorable consideration of this ordinance will be appreciated.

Yours very truly,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred – AMENDMENT OF MUNICIPAL CODE BY CREATION OF NEW CHAPTER 200.5 ENTITLED "CHICAGO ALCOHOLIC BEVERAGE ORDINANCE".

Honorable Harold Washington, 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

October 31, 1984.

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

LADIES AND GENTLEMEN -- At the request of the City Budget Director, I transmit herewith an ordinance imposing a Chicago Alcoholic Beverage Tax.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred – AMENDMENT OF MUNICIPAL CODE BY CREATION OF NEW CHAPTER 200.9 ENTITLED "CHICAGO LEADED GASOLINE ORDINANCE".

Honorable Harold Washington, 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

October 31, 1984.

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

LADIES AND GENTLEMEN -- At the request of the City Budget Director, I transmit herewith an ordinance imposing a Chicago Leaded Gasoline Tax.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred -- ISSUANCE OF SPECIAL FACILITY REVENUE BONDS FOR PROJECT BY AMERICAN AIRLINES, INCORPORATED.

Honorable Harold Washington, 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

October 31, 1984.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Aviation, I transmit herewith an ordinance authorizing the issuance of not to exceed $150,000,000 aggregate principal amount of Chicago- O'Hare International Airport Special Facility Revenue Bonds (American Airlines, Inc. Project).

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred -- FILING OF APPLICATION FOR URBAN DEVELOPMENT ACTION GRANT FOR CLARK - WELLINGTON PLAZA PROJECT.

Honorable Harold Washington, 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

October 31, 1984.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance providing for the approval of an application to the United States Department of Housing and Urban Development for an Urban Development Action Grant in respect of the Clark-Wellington Plaza Project. In the event the application is approved, the ordinance further authorizes the Commissioner of the Department of Economic Development to enter and execute a Grant Agreement on behalf of the City.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred -- FILING OF APPLICATION OF URBAN DEVELOPMENT ACTION GRANT FOR JURENBURG FORGING ACQUISITION PROJECT.

Honorable Harold Washington, 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

October 31, 1984.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance providing for the approval of an application to the United States Department of Housing and Urban Development for an Urban Development Action Grant in respect of the Jurenburg Forging Acquisition Project. In the event the application is approved, the ordinance further authorizes the Commissioner of the Department of Economic Development to enter and execute a Grant Agreement on behalf of the City.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred -- FILING OF APPLICATION FOR URBAN DEVELOPMENT ACTION GRANT FOR MILWAUKEE AND DEVON COMMUNITY SHOPPING CENTER PROJECT.

Honorable Harold Washington, 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

October 31, 1984.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance providing for the approval of an application to the United States Department of Housing and Urban Development for an Urban Development Action Grant in respect of the Milwaukee and Devon Community Shopping Center Project. In the event the application is approved, the ordinance further authorizes the Commissioner of the Department of Economic Development to enter and execute a Grant Agreement on behalf of the City.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred -- REPROGRAMMING OF YEAR X COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FROM LOCAL OPTION TO FIRST AID CARE TEAM PROGRAM.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed resolution transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 31, 1984.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith a resolution authorizing the reprogramming of $97,916 of Year X Community Development Block Grant funds from the Local Option category to the First Aid Care Team (FACT) program administered by the Chicago Fire Department, and the execution of a contract with the Parkway Community House.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred -- REPROGRAMMING COMMUNITY DEVELOPMENT BLOCK GRANT YEAR X FUNDS NECESSARY FOR JOBS TRAINING PROGRAM.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed resolution transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 31, 1984.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith a resolution concerning the reprogramming of Community Development Block Grant Year X funds necessary for the Jobs Training program administered by the Mayor's Office of Employment and Training.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred -- CONDITIONAL APPROVAL OF INDUSTRIAL REVENUE BOND FOR PROJECT BY CHICAGO SWEETENERS, INCORPORATED.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Economic Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 31, 1984.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance providing for the conditional approval of an industrial revenue bond in the amount of $2,500,000 for the construction of a project by Chicago Sweeteners, Inc.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred -- CONDITIONAL APPROVAL OF INDUSTRIAL REVENUE BOND FOR PROJECT BY MIDWEST FILM CORPORATION.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Economic Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 31, 1984.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance providing for the conditionalapproval of an industrial revenue bond in the amount of $1,250,000 for the construction of a project by Midwest Film Corporation.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred -- APPROVAL OF SALE OF LAND IN HASKINS-HERMITAGE URBAN RENEWAL PROJECT (PARCEL C-1).

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Neighborhood Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 31, 1984.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance approving the sale of land in the Haskins-Hermitage Urban Renewal Project, (Parcel C-1, 1812-1820 West Juneway Terrace).

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal at a regular meeting on October 16, 1984, authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred -- APPROVAL OF SALE OF LAND IN LINCOLN PARK CONSERVATION AREA (PARCEL R-9).

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Neighborhood Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 31, 1984.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance approving the sale of land in the Lincoln Park Conservation Area (Parcel R-9, 625-639 and 643-647 West Willow Street; and 1702-1706 and 1710 North Vine Street).

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal at a regular meeting on October 16, 1984, authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred -- APPROVAL OF SALE OF LAND IN SOUTHEAST ENGLEWOOD URBAN RENEWAL PROJECT (PARCELS PK-4 AND LR-23).

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Neighborhood Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 31, 1984.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance approving the sale of land in the Southeast Englewood Urban Renewal Project (Parcels PK-4 and LR- 23, 7117-7121 South Wentworth Avenue; 7127-7159 South Wentworth Avenue).

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal at a regular meeting on October 16, 1984, authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred -- AMENDMENT TO AGREEMENT BETWEEN CITY AND FRATERNAL ORDER OF POLICE, CHICAGO LODGE NUMBER 7 CONCERNING MEDICAL CARE PLAN.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to a Joint Committee composed of the members of the Committee on Finance and the members of the Committee on Police and Fire:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 31, 1984.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance amending the agreement between the City of Chicago and the Fraternal Order of Police, Chicago Lodge Number 7, by adding a Memorandum of Understanding Relating to Medical Care Plan.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

City Council Informed As To Miscellaneous Documents Filed Or Received In City Clerk's Office.

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

PROCLAMATIONS.

Proclamations of Honorable Harold Washington, Mayor, designating times for special observances as follows:

"MERRY GO ROUND STORES DAY":
October 12, 1984;

"BLACK WOMEN'S HALL OF FAME FOUNDATION, INC. SUCCESS AWARDS DAY IN CHICAGO":
October 13, 1984;

"THE LEAGUE OF UNITED LATIN AMERICAN CITIZENS WEEK":
October 14-21, 1984;

"UNITED STATES ARMY DAY IN CHICAGO":

October 18, 1984;

"BOSTON UNIVERSITY ALUMNI DAY IN CHICAGO":
October 18, 1984;

"BUSINESS SECURITY DAY IN CHICAGO":
October 19, 1984;

"CHARLES HAYES DAY IN CHICAGO":
October 21, 1984;

"PROGRESSIVE COMMUNITY CENTER, THE PEOPLE'S CHURCH DAY IN CHICAGO":
October 27, 1984;

"NEEDHAM RESEARCH INSTITUTE DAY":
October 20, 1984;

"UNIT CHURCH USHERS LEAGUE DAYS IN CHICAGO":
October 20-22, 1984;

"BEATRICE WEEKEND IN CHICAGO":
October 20 and 21, 1984;

"ENERGY SAVERS WEEK IN CHICAGO":
October 23, 1984;

"UNITED NATIONS DAY IN CHICAGO":
October 24, 1984;

"CHICAGO AREA PROJECT DAY":
October 29, 1984;

"BISHOP AND MRS. SAMUEL S. MORRIS DAY":
November 2, 1984;

"COOPERATIVE EDUCATION MONTH IN CHICAGO":
Month of April, 1985.

ACCEPTANCES AND BONDS UNDER ORDINANCES.

Also acceptances and bonds under ordinances as follows:

McDonald's Corporation: Acceptance and bond under an ordinance passed on September 6, 1984 (illuminated sign); filed on October 26, 1984;

Northwestern Memorial Hospital: Acceptance and bond under an ordinance passed on September 6, 1984 (access ramp); filed on October 19, 1984;

Norwegian-American Hospital, Inc.: Acceptance under an ordinance passed on September 6, 1984 (conduits); filed on October 25, 1984;

Joseph Ryerson and Son, Inc.: Acceptance and bond under an ordinance passed on May 9, 1984 (concrete casing); filed on October 19, 1984;

The Steel City National Bank of Chicago: Acceptance and bond under an ordinance passed on March 30, 1984 (pipe tunnel); filed on October 26, 1984.

City Council Informed As To Publication Of Journal.

The City Clerk informed the City Council that all those ordinances, etc. which were passed by the City Council on October 16, 1984, 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 October 31, 1984, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on October 16, 1984, published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947, which printed pamphlet copies were delivered to the City Clerk on October 31, 1984.

Miscellaneous Communications, Reports, Etc., Requiring Council Action (Transmitted To City Council By 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:

LEVY OF TAXES TO PROVIDE FOR ISSUANCE OF GENERAL OBLIGATION SCHOOL ASSISTANCE BONDS, SERIES E (1984).

A communication from Lawrence Block, Secretary, Chicago School Finance Authority, addressed to the City Clerk, transmitting an ordinance to provide for the Levy of Taxes to pay principal of and interest on an issue of General Obligation School Assistance Bonds, Series E (1984), of the Chicago School Finance Authority, which was *Referred to the Committee on Finance.*

ADMINISTRATIVE BUDGETS FOR PUBLIC BUILDING COMMISSION.

Also two communications from Brian M. Kilgallon, Assistant Secretary and Albert Grange, Controller, Public Building Commission of Chicago, addressed to the City Clerk under date of October 22, 1984, transmitting a resolution adopted by the Commission, and a copy of the 1985 Administrative Budgets for the Commission. -- *Placed on File.*

CITY COMPTROLLER'S QUARTERLY REPORTS FOR PERIOD ENDED SEPTEMBER 30, 1984.

Also the following documents received in the City Clerk's Office from Walter K. Knorr, City Comptroller, which were *Placed on File:*

Statement of Funded Debt as at September 30, 1984;

City of Chicago Corporate Fund: Statement of Floating Debt as at September 30, 1984.

CERTIFICATION AS TO AMOUNT OF CITY'S CONTRIBUTION TO FIREMEN'S ANNUITY AND BENEFIT FUND.

Also a communication from Michael A. Cohen, Secretary, Retirement Board of the Firemen's Annuity and Benefit Fund, transmitting a certified copy of a resolution adopted by the Board as to the amount of the City's contribution for the year 1985. -- *Referred to the Committee on Finance.*

CERTIFICATION AS TO AMOUNT OF CITY'S CONTRIBUTION TO LABORERS' AND RETIREMENT BOARD EMPLOYEES' ANNUITY AND BENEFIT FUND.

Also a communication from James Capasso, Jr., Secretary, Laborers' and Retirement Board Employees' Annuity and Benefit Fund of Chicago, addressed to the City Clerk, transmitting a certified copy of a resolution adopted by the Board as to the amount of the City's contribution for the year 1985. -- *Referred to the Committee on Finance.*

QUARTERLY REPORT OF OFFICE OF MUNICIPAL INVESTIGATION.

Also a report filed in the Office of the City Clerk on October 31, 1984, submitted by Russell H. Levy, Board Chairman, transmitting the quarterly report of the Board of the Office of Municipal Investigation for the period ended October 15, 1984, which was *Placed on File.*

ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

Also applications (in triplicate) together with the proposed ordinances for amendment of the Chicago Zoning Ordinance, as amended, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning,* as follows:

Eugene J. Callahan -- to classify as Residential-Business Planned Development No. 257, as amended, instead of Residential-Business Planned Development No. 257 the area shown on Map No. 3-F bounded by

W. Delaware Place (also referred to as W. Locust Street); N. Clark Street; W. Chestnut Street; and the alley next west of N. Clark Street;

Chicago Title and Trust Company, Trust No. 1085448 -- to classify as a C1-2 Restricted Commerical District instead of M1-2 Restricted Manufacturing and M2-2 General Manufacturing Districts the area shown on Map No. 10-G bounded by

a line 333 feet north of W. 47th Street; S. Bishop Street; W. 47th Street; a line 140.75 feet west of S. Bishop Street; a line 268.90 feet north of W. 47th Street; and a line 124.72 feet west of S. Bishop Street;

William E. Clements -- to classify as a C1-2 Restricted Commerical District instead of an R4 General Residence District the area shown on Map No. 15-G bounded by

W. Victoria Street; N. Ridge Avenue; a line 62.74 feet southeasterly of W. Victoria Street (running along N. Ridge Avenue); the alley next southwest of and parallel to N. Ridge Avenue; and the alley next west of and parallel to N. Glenwood Avenue;

Paul and Anne Deardorff -- to classify as a B1-1 Local Retail District instead of an R2 Single-Family Residence District the area shown on Map No. 7-N bounded by

a line 69.58 feet south of and parallel to W. Diversey Avenue; N. Oak Park Avenue.; a line 102.91 feet south of and parallel to W. Diversey Avenue; and alley next west of and parallel to N. Oak Park Avenue;

Korean American Community Services -- to classify as a B4-2 Restricted Service District instead of a C1-2 Restricted Commerical District the area shown on Map No. 11-I bounded by

a line 150.73 feet north of and parallel to W. Cullom Avenue; N. California Avenue; W. Cullom Avenue; and the alley next west of and parallel to N. California Avenue;

Robert J. Weber -- to classify as a C1-3 Restricted Commerical District instead of an R4 General Residence District the area shown on Map No. 1-H bounded by

W. Washington Boulevard; a line 75.35 feet east of and parallel to N. Damen Avenue; the alley south of and parallel to W. Washington Boulevard; and N. Damen Avenue;

Westgate Associates Limited -- to classify as a C3-4 Commerical- Manufacturing District instead of an M1-3 Restricted Manufacturing District the area shown on Map No. 2-G bounded by

W. Van Buren Street; S. Green Street; a line 200.13 feet south of and parallel to the south line of W. Van Buren Street; and the alley next west of and parallel to S. Green Street.

CLAIMS AGAINST CITY OF CHICAGO.

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

Adamik Joseph, Adams Charles, Aetna Life & Casualty (2) Katherine Chakos and Thomas and Gloria St. John, Allstate Ins. Co. (10) Paul Cho, Julian Franzin, Steve Greenwald, Sandra Hill, Yvonne Kerr, Hal Kramer, Ernest Longham, Julius Miller, Elaine Ray Radford and Robert Ryan;

Baez Jaime and Soledad, Becker Bessie, Bercovitz Elliot, Braswell Uvon, Bryniarski Walter;

Camacho Federico, Carbjal Salvador, Cardozo Hugo, Cavallaro A. Florence, Chicago Patrolmen's Assn., Cole K. Garland, Cochran Ethel E., Colonial Penn Ins. Co. and Jerome Franklin, Corboy Daniel W., Cuany Truany;

Davis Gary W., Davis Lawrence, Derosa Anthony, Diamond Paula E., Drakos Ltd.;

Empire Home Service, F & J Management Co., Feldman Bennie, Frank Frederick;

Gerber Franklin E., Gerhard Nether, Gullo John;

Hamlin G. L., Harris Daisy, Hapkowskyj John, Henning Elizabeth, Heron Carolyn, Hourihane J. N.;

Illinois Bell Telephone Co.;

Jackson Viola, Janak Edward, Jones Derek, Jones James, Jones Michael A.;

Kocsis Peter, Kumpf George;

Lee Joanne C., Liberty Mutual (2) Ron's Towing and Frederick Scott, Lilly Ocal, Lockwood James M.;

Madonia Edward, Magiera Stanley L., Midwest Wrecking Co. (3) Minn Henry, Moore Riley A., Motors Insurance Co. and Maxine or James Greer;

McClinton Allene;

Neill Jean;

O'Donnell Richard M. Sr.;

Padro Sixto and Ramona, Parato Dominico, Pudlo J. J., Puralewski Chestine;

Rand Timothy, Ransom William, Recovery Services International and Student Transfer, Rodriguez Jose, Rybarczyk Barbara;

S & S Electrical Contractors Inc., Schwechter Arnold, Sclafini Anthony, Sheinin Irving, Shumsky Jerry and Gayle, Skierkiewicz Helen, Smalley Anthony, Smith James, Smith Van, Sofios Anne, Spears Timothy, Stallard William and Pearl, Stephens C., Stoller Ben, Suberon George, Swiergul Dolores J.;

Tatum Jessie E., Taylor Jesse, Tharbs Eddie, Tharp Susan, Transamerica Ins. and Janet C. Hoagland, Tuzak John;

Vaughn Kenneth;

Webb Alfred E., Weinberg David, Wright Paul, Wyma Harry (Preferred Risk Group).

APPROVAL BY CHICAGO PLAN COMMISSION AND DEPARTMENT OF PLANNING OF CERTAIN PROPOSALS.

Also copies of resolutions adopted by the Chicago Plan Commission on September 20, 1984, and reports of the Department of Planning, approving the following proposals, which were *Placed on File:*

Department of Finance

Disposition of Vacant City-Owned Property

Referral Number	Address
83-144-02	6608-10 South Maryland
83-168-02	6617 South Greenwood Avenue
84-114-02	5041 North Winthrop Avenue
84-115-02	3517 West Cortland Street
84-116-02	2208 North Clybourn Avenue
84-117-02	1827-29 South Harding Avenue
84-118-02	1832-34 South Carpenter Street
84-119-02	1922-24 South Desplaines Street
84-120-02	1932 South Desplaines Street
84-121-02	2120-26 South Millard Avenue
84-122-02	2620 South Green Street
84-123-02	3348 South Calumet Avenue
84-124-02	4068 South Lake Park Avenue
84-125-02	436 East 49th Street
84-126-02	6210 South May Street
84-127-02	1024 East 76th Street
84-128-02	12445 South Eggleston Avenue
84-129-02	14-16 North Parkside Avenue
84-130-02	944 North Racine Avenue
84-131-02	1421 North Fairfield Avenue
84-132-02	1425 North Fairfield Avenue
84-133-02	3008-18 West Washington Boulevard
84-134-02	410 South Kilbourn Avenue

Referral Number	Address
84-135-02	1119-25 South Independence Boulevard/ 3722-26 West Grenshaw Street
84-136-02	1529 West 46th Street
84-137-02	5153-55 South Calumet Avenue
84-138-02	1300 East 71st Street
84-140-02	1159 West Madison Street

Department of Public Works

Referral Number	Project
84-141-06	Park-and-Ride Redevelopment Projects at 91st and Brandon (I.C.G. Railroad) and 95th and Charles (R.I. Railroad)

SETTLEMENTS AND SUITS WITH ENTRIES OF JUDGMENTS AGAINST CITY.

Also reports from the Corporation Counsel (filed in the Office of the City Clerk on October 24, 1984) addressed to the City Council (signed by Timothy D. O'Hara, Assistant Corporation Counsel) as to suits against the City of Chicago in which settlements were made and judgments entered as of the periods ended August and September, 1984. -- *Referred to the Committee on Finance.*

Referred -- REQUEST FOR INSTALLATION OF DRIVEWAY SIGNS AT SPECIFIED LOCATION.

Also a communication from Warren Casey addressed to the City Clerk, requesting the installation of driveway signs at 854 W. Fullerton Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REQUEST FOR INSTALLATION OF "NO PARKING" SIGNS AT SPECIFIED LOCATION.

Also a communication from Margaret M. Keogh addressed to the City Clerk, requesting the installation of "No Parking" signs at 5021 W. Winona Street, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REQUEST FOR HANDICAPPED PARKING SIGNS AT SPECIFIED LOCATION.

Also a communication from Raymond Riley, requesting the installation of handicapped parking signs at 4345 S. St. Louis Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

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.

TRANSFER OF FUNDS AUTHORIZED AND DIRECTED FOR DATACENTER.

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

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 1984. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1984 payable from such appropriations.

FROM:

Account	Number	Amount
Schedule Salary Adjustments	100-1150-015	$30,000

TO:

Account	Number	Amount
Material and Supplies	100-1150-340	$30,000

SECTION 2. That the sole purpose of this transfer of funds is to enable the Datacenter to purchase paper needed to keep its printing system operational.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Burke, Langford, Streeter, Kellam, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 44.

Nays -- None.

Alderman Stemberk moved to reconsider the foregoing vote. The motion was lost.

TRANSFER OF FUNDS AUTHORIZED AND DIRECTED IN OFFICE OF CABLE COMMUNICATIONS.

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

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 1984. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1984 payable from such appropriations.

FROM:

Account	Number	Amount
Salaries and Wages on Payroll	100-4881-005	$20,000

TO:

Account	Number	Amount
Other Professional and Technical Services	100-4881-149	$20,000

SECTION 2. That the sole purpose of this transfer of funds is for the payment of fees to be paid to the Cable Administrator and the City's cable television consultant through completion of the franchising process.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Burke, Langford, Streeter, Kellam, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 44.

Nays -- None.

Alderman Stemberk moved to reconsider the foregoing vote. The motion was lost.

TRANSFER OF FUNDS AUTHORIZED AND DIRECTED FOR THE DEPARTMENT OF FINANCE-FINANCE GENERAL.

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

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 1984. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1984 payable from such appropriations.

FROM:

Account	Number	Amount
Claims under Unemployment Insurance Act	100-9112-938	$600,000

TO:

Account	Number	Amount
Claims under Workers' Compensation Act	100-9112-936	$600,000

SECTION 2. That the sole purpose of this transfer of funds is to permit the payment of existing Workers' Compensation liabilities.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Burke, Langford, Streeter, Kellam, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 44.

Nays -- None.

Alderman Stemberk moved to reconsider the foregoing vote. The motion was lost.

AUTHORITY GRANTED FOR ISSUANCE OF INDUSTRIAL REVENUE BOND TO CHICAGO COMMUNICATION SERVICE, INCORPORATED.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted herewith authorizing the issuance of an industrial revenue bond in the amount of $1,000,000 for the construction of a project by Chicago Communication Service, Inc., to be located at 900 W. Madison Street.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Burke, Langford, Streeter, Kellam, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 44.

Nays -- None.

Alderman Stemberk moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Illinois (the "Issuer") is authorized and empowered by Chapter 15.2 of the Municipal Code of the City of Chicago, as from time to time supplemented and amended (the "Enabling Ordinance"), to finance in whole or in part the cost of the acquisition, purchase, construction, reconstruction, improvement, equipping, betterment or extension of any economic development project in order to encourage development of the Issuer and achieve one or more of the public policy purposes set forth in the Enabling Ordinance; and

WHEREAS, The Issuer's Department of Economic Development has heretofore entered into a Memorandum of Agreement dated November 8, 1983, with Chicago Communication Service, Inc. (the "Lessee"), the lessee of the hereinafter described Project from Chicago Title and Trust Company, Chicago, Illinois, as Trustee under Trust Agreement dated August 20, 1984, and known as Trust No. 1085853 (the "Borrower"), as lessor; and

WHEREAS, The Project will increase employment opportunities, retain employment opportunities, encourage and increase commerce and promote the health, safety and welfare within the City of Chicago, Illinois; and

WHEREAS, The Issuer proposes to sell the revenue bond hereinafter authorized upon a negotiated basis to the Purchaser; 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 Bond Ordinance shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Acquisition and Construction Fund" means the City of Chicago, Illinois Acquisition and Construction Fund created by Section 5 hereof.

"Assignee" means Mount Prospect State Bank, Mount Prospect, Illinois, an Illinois banking association, and its successors and assigns.

"Assignment" means the Assignment and Agreement dated as of October 1, 1984 by and between the Issuer and the Assignee.

"Bond" means the $1,000,000 principal amount Industrial Project Revenue Bond (Chicago Communication Service, Inc. Project) issued under and pursuant to this Bond Ordinance.

"Bond Fund" means the City of Chicago, Illinois Bond Fund created in Section 7 hereof and designated in the form of Bond hereinafter set forth.

"Bond Ordinance" means this ordinance, as supplemented and amended.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated as of October 1, 1984 between the Issuer and the Purchaser.

"Borrower" means the Chicago Title and Trust Company, Chicago, Illinois, as Trustee under Trust Agreement dated August 20, 1984, and known as Trust No. 1085853, and its successors and assigns.

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

"Dated Date" means October 1, 1984.

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

"Event of Default" or "event of default" means those events specified in and defined in Section 11 hereof.

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

"Interest Rate" means eleven and five-eights percent (11 5/8%) per annum. Interest shall be computed based upon a year of 365 or 366 days, as appropriate.

"Issuer" means the City of Chicago, Cook County, Illinois.

"Loan Agreement" means the Loan Agreement dated as of October 1, 1984, by and between the Issuer and the Borrower, including the Note of the Borrower executed and delivered pursuant thereto, as from time to time amended and supplemented.

"Mortgage" means the Mortgage and Security Agreement dated as of October 1, 1984, from the Borrower to the Issuer.

"Note" means the Promissory Note of the Borrower substantially in the form set forth in Exhibit C to the Loan Agreement.

"Overdue Rate" means the greater of thirteen and five-eights percent (13 5/8%) per annum or the prime interest rate of Mount Prospect State Bank, Mount Prospect, Illinois, as defined, established and announced from time to time, which rate may change from day to day.

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

"Principal Amount" means $1,000,000.

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

"Purchaser" means Thomas J. Origer, Palatine, Illinois, with his principal office at 274 Dover Circle, Palatine, Illinois.

Authorization of the Project.

SECTION 2. That in order to promote the general welfare of the City of Chicago, Illinois and its inhabitants by increasing employment opportunities, retaining employment opportunities, encouraging and increasing commerce, 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 preambles hereto and in the Enabling Ordinance.

Authorization and Payment of Bond.

SECTION 3. That for the purpose of financing the cost of the Project there shall be and there is hereby authorized to be issued by the Issuer, its fully registered Industrial Project Revenue Bond (Chicago Communication Service, Inc. Project), in the principal amount of $1,000,000 dated the date of issuance thereof, (or otherwise before such date and after October 1, 1984 as the Purchaser agrees or accepts) and payable to the order of the Purchaser or its assigns in the amounts, in the manner, with the effect and on the dates set forth in the form of the Bond in Section 4 hereof and bearing interest on the unpaid principal at the Interest Rate payable monthly following the date of the Bond, all as approved such terms herein by the Purchaser's acceptance of the Bond; provided however that from and after any Effective Date of Taxability as defined in Section 6.6 of the Loan Agreement the Bond shall bear interest at the Overdue Rate. Interest shall be computed based upon a year of 365 or 366 days, as appropriate, from the date thereof until maturity on the principal amount thereof from time to time remaining unpaid.

The Bond shall bear interest on any overdue principal and interest at the Overdue Rate until paid to the maximum extent permitted by law.

The Bond is not subject to optional redemption or prepayment, prior to maturity at the request of the Borrower, in whole or in part.

To the extent possible the Issuer will not permit funds to become available in the Bond Fund, which are not otherwise required to be applied to the payment of Bond, such that the Purchaser may apply such funds to the prepayment of the Bond.

All principal installments of the Bond or portion thereof designated for prepayment pursuant hereto 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 installments of and interest on the Bond shall be payable only to the order of the registered holder or holders thereof or its or their registered assigns in lawful money of the United States of America at the principal office of the Assignee. Upon the Purchaser's request and presentment of the Bond, the Assignee shall note on the Payment Record attached to the Bond the date and amount of payment of each installment of principal and interest then being paid and theretofore paid and not yet noted thereon and upon request of the Borrower or the Issuer. The Bond shall be available for inspection by the Borrower or the Issuer at the principal office of the Purchaser. Payments of installments of the principal of and interest on the Bond, before maturity, may be made by check or draft of the Assignee to the registered owner or holder of the Bond. The Bond is nontransferable by the Purchaser; except as a whole and after notice in writing to the Borrower and the Assignee of such transfer, and in all respects not in violation of the registration requirements of the Tax Equity and Fiscal Responsibility Act of 1982 and related regulations.

The Bond shall be signed by the Mayor and attested by the City Clerk of the Issuer by their respective manual or facsimile signatures and the corporate seal of the Issuer shall be affixed thereto. The Assignee shall authenticate the Bond as provided in the form thereof set forth in Section 4 hereof.

The Bond, together with interest thereon, shall be a limited obligation of the Issuer secured by the mortgage on and security interest in the Project effected by the Mortgage and payable solely from the receipts derived from the Loan 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 Assignee and the receipts derived from the Loan Agreement, which receipts shall be used for no other purpose than to pay the principal installments of, and interest on the Bond, except as may be otherwise expressly authorized in this Bond 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 the Mortgage and payable solely from the receipts from the the Loan Agreement. Without limiting the foregoing, the Issuer makes no representation that interest on the Bond is or will continue to be exempt from federal income taxation, and

expressly disclaims any liability for absence or loss of any such exemption for any reason whatsoever.

Only such Bond as shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in Section 4 below duly executed by the Assignee shall be entitled to any right or benefit under this Bond Ordinance. No Bond shall be valid or obligatory for any purpose unless and until such Certificate of Authentication shall have been duly executed by the Assignee and such executed Certificate of Authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Bond Ordinance. The Assignee's Certificate of Authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Assignee, but it shall not be necessary that the same person sign the Certificate of Authentication on each Bond. The manual signature of the Assignee is a signature permitted or required to be on the Bond.

The Bond may be transferred by the registered owner and holder thereof only upon the execution of the assignment set forth in Section 4 below, the presentment to the Assignee as registration and authentication and the delivery of a new Bond. After initial issuance, any new or replacement Bond may be dated as of the earlier of the date of authentication thereof or as of the last date to which interest has been paid.

Bond Form.

SECTION 4. That the Bond and the attached Payment Record shall be in substantially the following form with appropriate insertions or modifications of names, interest rates, maturities and the like, not inconsistent herewith:

THIS BOND MAY BE TRANSFERRED
ONLY AS A WHOLE

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF COOK

CITY OF CHICAGO

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

Industrial Project Revenue Bond
(Chicago Communication Service, Inc. Project)

R-1 $1,000,000

The City of Chicago, Cook County, Illinois, a municipality of the State of Illinois, created 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 Thomas J. Origer, Palatine, Illinois, or such holder's registered assigns, the principal sum of: One Million and no/100 Dollars ($1,000,000.00) payable in monthly

principal installments as hereinafter provided, such monthly installments of principal maturing and becoming due and payable on the _____ day of each month, commencing _____, 198___.

On _____, _____ all of the principal sum hereof and interest hereon not previously paid shall mature and become due and payable.

The principal hereof outstanding and unpaid (and not overdue) from time to time shall bear interest at eleven and five-eights percent (11 5/8%) per annum. Interest shall be computed based upon a year of 365 or 366 days, as appropriate. The interest rate applicable to this Bond is herein called the "Interest Rate." Interest shall be due and payable on the _____ day of each month, commencing _____, 198_____. Provided however that from and after any Effective Date of Taxability as defined in the hereinafter described Loan Agreement, this Bond shall bear interest at the hereinafter defined Overdue Rate.

Monthly payments hereon, principal and interest aggregated, shall be substantially level in each month such that the principal sum is amortized in 180 consecutive monthly payments, commencing _____, 198_____. On such basis, the monthly payments hereon shall be in the amount of $_____ payable on the _____ day of each month hereafter for 180 consecutive months. On _____, _____, in the 180th month from the date hereof, all of the principal sum hereof, together with all other sums under the Loan Agreement not previously paid shall mature and become due and payable.

Upon presentation by the registered holder or owner hereof at maturity both principal hereof and interest hereon are payable in immediately available funds at the principal office of Mount Prospect State Bank, Mount Prospect, Illinois (the "Assignee"), and otherwise prior to maturity the monthly installments of the principal of and interest on this Bond shall be paid by check or draft of the Assignee mailed to the registered holder or owner hereof. The final installment of the principal of and interest on this Bond shall be paid upon presentation hereof to the Assignee by the registered holder or owner hereof. The Assignee shall act as registrar and paying agent for and on behalf of the Issuer in connection herewith.

Upon presentation hereof prior to the last maturity or due date of the principal hereof and with the request of the registered holder or owner hereof, payments of principal and interest, including prepayments of principal installments, shall be noted on the Payment Record attached to and made a part of this Bond as provided in the Bond Ordinance hereinafter identified pursuant to which this Bond is issued. Any other provision hereof to the contrary notwithstanding, all of the principal sum hereof shall mature and come due at such times and in such amounts such that the weighted average maturity of the principal sum hereof shall not exceed the weighted average estimated economic life of the Project's facilities financed with the proceeds of this Bond by more than twenty percent (20%).

This Bond is issued in the principal sum of $1,000,000 pursuant to the provisions of Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling Ordinance"), and to an Ordinance (the "Bond Ordinance") duly adopted by the City Council of the Issuer on _____, 1984 for the purpose of providing funds to finance the cost of the construction, acquisition and equipping of a facility for the installation of electronic and communication equipment (including car telephones, 2-way

radios and pagers), including necessary land, buildings and equipment, and related facilities (hereinafter called the "Project"), and paying expenses incidental thereto, to the end that the Issuer may increase employment opportunities, retain employment opportunities, encourage and increase commerce and industry within the City of Chicago, Illinois. The proceeds of this Bond will be used by the Issuer to pay or reimburse Chicago Title and Trust Company, Chicago, Illinois, as Trustee under Trust Agreement dated August 20, 1984, and known as Trust No. 1085853 (hereinafter called the "Borrower") for the costs of the Project, under the terms of a Loan Agreement dated as of October 1, 1984 (which agreement, as from time to time supplemented and amended, is hereinafter referred to as the "Loan Agreement"). The Project will be leased in whole by the Borrower, as lessor, to Chicago Communication Service, Inc., an Illinois corporation (the "Lessee"), pursuant to a Lease Agreement dated _____, 198_____ (the "Lease").

This Bond is secured by a pledge and assignment of receipts derived by the Issuer pursuant to the Loan Agreement, including from the Lease, the $1,000,000 Promissory Note of the Borrower dated the date hereof (the "Note") and a mortgage on and security interest in the Project effected by the Mortgage and Security Agreement dated as of October 1, 1984 (the "Mortgage") given by the Borrower to the Issuer, 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 on 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.

This Bond may be issued only in fully registered form as required by the Tax Equity and Fiscal Responsibility Act of 1982.

This Bond is not subject to optional redemption or prepayment prior to maturity at the request of the Borrower, in whole or in part.

All principal installments of this Bond or portion thereof designated for prepayment will cease to bear interest on the specified redemption or 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 of the State of Illinois, the Enabling Ordinance, and the Bond Ordinance. This Bond and the obligation to pay interest hereon are limited obligations of the Issuer, secured by a mortgage and security agreement, affected by the Mortgage, and payable solely out of the receipts derived by the Issuer from the Loan 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. Without limiting the foregoing, the Issuer makes no representation that interest on this Bond is or will continue to be exempt from federal income taxation, and expressly disclaims any liability for absence or loss of any such exemption for any reason whatsoever. Pursuant to the provisions of the Loan Agreement, payments sufficient for the prompt payment when due of the principal installments of and interest on this Bond are to be paid by the Borrower to the Assignee for the account of the Issuer and deposited in a special account created by the Issuer and designated "City of Chicago, Illinois Bond Fund (Chicago Communication Service, Inc. Project)," and all receipts under the Loan

Agreement have been duly pledged and assigned to the Assignee for that purpose under the Bond Ordinance to secure payment of such principal installments and interest. The Loan Agreement, the Note, the Mortgage and the Lease have been assigned to the Assignee pursuant to an Assignment and Agreement dated as of October 1, 1984 by and between the Issuer and the Assignee.

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 of Illinois or by the Enabling Ordinance 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.

This Bond shall not be valid or become obligatory for any purpose until the Assignee's Certificate of Authentication hereon shall have been duly executed by the Assignee.

In Witness Whereof, the City of Chicago, Cook County, Illinois, by its Mayor and City Council, 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 _____, 19_____.

CITY OF CHICAGO, ILLINOIS

By _____
Mayor

(SEAL)
Attest:

_____
City Clerk

(FORM OF ASSIGNEE'S CERTIFICATE OF AUTHENTICATION)

This Bond is the Bond described in the within-mentioned Bond Ordinance.

Mount Prospect State Bank,
Mount Prospect, Illinois

By _____
Authorized Officer

(FORM OF ASSIGNMENT)

For value received the undersigned sells, assigns and transfers unto _____ the within-mentioned Bond, and does hereby irrevocably constitute and appoint _____, his or her attorney, to transfer the same on the registration books of the Assignee as bond registrar with full power of substitution in the premises.

Dated _____

_____
Social Security No.

_____

In the presence of:

_____ _____

Schedule A

PAYMENT RECORD

Date	*Principal Payment*	*Balance Due*	*Interest Payment*	*Rate of Interest*	*Authorized Official/ Title*

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

SECTION 5. There is hereby created and established with the Assignee, 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 (Chicago Communication Service, Inc. Project)". 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 Assignee as depository. Moneys in the Acquisition and Construction Fund shall be expended in accordance with the provisions of the Loan Agreement, and particularly Section 3.6 thereof.

The Assignee, 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 Assignee 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, the Assignee and the Purchaser of a certificate of the Authorized Borrower Representative required by Section 3.7 of the Loan Agreement. Any moneys thereafter remaining in the Acquisition and Construction Fund shall be applied in accordance with Section 3.6 of the Loan Agreement.

Payment of Amounts under the Loan 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, construction and installation of the Project pursuant to the Loan Agreement in substantially the form which has been presented to and is hereby approved by the City Council of the Issuer.

The Mayor is hereby authorized to execute and acknowledge the Loan 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.

The Loan Agreement and the Note and the receipts therefrom, including all moneys received under their terms and conditions, are intended to be sufficient to pay the principal installments of and interest on the Bond hereby authorized and are hereby pledged and ordered paid into the Bond Fund. The Loan Agreement provides that the Borrower shall remit (or cause to be remitted or paid) the required payments thereunder directly to the Assignee for the account of the Issuer for deposit in said Bond Fund and such provision is hereby expressly approved.

Receipts: Bond Fund.

SECTION 7. Notwithstanding any provision of this Bond Ordinance or the Loan Agreement to the contrary, 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 on and security interest in the Project, effected by the Mortgage, and are payable by the Issuer solely and only out of the receipts derived from the Loan Agreement and the Note and otherwise as provided herein and therein.

There is hereby created by the Issuer and ordered established with the Assignee as depository, a special fund to be designated "City of Chicago, Illinois Bond Fund (Chicago Communication Service, Inc. Project)" (herein sometimes referred to as the "Bond Fund"), which shall be used to pay the principal installments of and the interest on the Bond.

There shall be deposited into the Bond Fund, as and when received, (a) a sum equal to the accrued interest paid by the purchaser of the Bond, if any; (b) all prepayments specified in Article IV of the Loan Agreement; (c) all payments and other amounts paid by the Borrower pursuant to Section 3.3 of the Loan Agreement; and (d) all other moneys received by the Assignee under and pursuant to any of the provisions of the Loan Agreement and the Note. The Assignee 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 a default under the Loan Agreement, the Issuer shall fully cooperate with the Assignee, the Purchaser and with any other owners of the Bond to enforce the obligations of the Borrower under the Loan Agreement, the Mortgage and the Note 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 receipts from any source other than funds and receipts derived from the Loan Agreement and the Note, or to undertake to perform the obligations of the Borrower under the Loan Agreement or the Note including without limitation the obligation to complete the Project.

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

Assignment.

SECTION 8. As security for the due and punctual payment of the principal installments of and interest on the Bond hereby authorized the Issuer hereby assigns and pledges to the Assignee all receipts derived by the Issuer pursuant to the Loan Agreement and the Note (except any payment made pursuant to Section 6.5 of the Loan Agreement relating to indemnification of the Issuer by the Borrower) and all rights and remedies of the Issuer under the Loan Agreement and the Note and the Mortgage (which effects a mortgage on and security interest in the Project) to enforce payment thereof, and as evidence of such assignment and pledge and of the agreement of the Assignee to accept its responsibilites with respect to the Bond Fund created pursuant to Section 7 hereof, the Mayor is hereby authorized to execute 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, and the Mayor and City Clerk are authorized and directed to cause the Assignment to be executed by the Assignee, with the Assignment to be in substantially the form which has been presented to and is hereby approved by the City Council 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 the 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 Loan Agreement. Any such investment shall be held by or under control of the Assignee 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 Loan Agreement.

As and when any amount invested pursuant to this Section may be needed for disbursement, the Borrower may direct the Assignee 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, which loss the Borrower shall pay as provided in the Loan Agreement.

With respect to Section 103(c) of the Code, the Borrower has made certain certifications and representations to the Issuer in Section 3.11 of the Loan Agreement, which

certifications and representations by this reference are incorporated herein and made a part hereof and the City Council of the Issuer, acting in reliance on such certifications and representations, adopts and ratifies such certifications and representations and hereby covenants with the Assignee, the Purchaser and any other of the owners of the Bond, in whole or in part, that so long as any principal installment of the Bond remains unpaid, the City Council 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 lawful regulations promulgated or proposed thereunder, as the same presently exist, or may from time to time hereafter be amended, supplemented or revised. 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 installments 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 the Mortgage and payable solely out of the receipts derived by the Issuer from the Loan Agreement and otherwise as provided herein and in the Loan 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 is duly authorized under the Constitution 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; and 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, the Assignee or the Purchaser may reasonably require for the better assuring, granting, pledging and assigning unto the Assignee the interest of the Issuer in the Loan Agreement and the Note and the Mortgage as well as the rights of the Issuer in and to the receipts hereby assigned and pledged to the payment of the principal installments of and interest on the Bond. The Issuer covenants and agrees that, except as herein and in the Loan Agreement provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the receipts derived from the Loan Agreement and the Note or of its rights under the Mortgage, the Loan Agreement and the Note.

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 any interest on the Bond or of any principal installment of the Bond, whether at the stated maturity thereof, or upon proceedings for prepayment thereof or otherwise.

(b) Any event of default under Section 7.1 of the Loan Agreement shall have occurred.

Upon the occurrence of an event of default and so long as such event is continuing, the Assignee 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 Loan Agreement and the Note from the Borrower immediately shall become due and payable as provided in Section 7.2 of the Loan Agreement.

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

Upon the occurrence of an event of default, the Assignee and the Purchaser may pursue any available remedy at law or in equity by suit, action, mandamus or other proceedings to enforce the payment of the principal installments 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 this Bond Ordinance conferred upon or reserved to the Purchaser or the Assignee 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 Assignee, the Purchaser 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 Loan 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 Assignee, the Purchaser or the owners of the Bond) and all moneys in the Acquisition and Construction Fund at the time of the occurrence of an event of default shall be deposited in the Bond Fund and all such moneys in the Bond Fund shall be applied to the payment of the principal installments and interest then due and unpaid upon the Bond to the persons 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 Assignee shall determine, but in any event within fifteen business days after deposit of such moneys in the Bond Fund. The Assignee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the owner of the Bond, in whole until such Bond shall be presented to the Assignee for appropriate endorsement or for cancellation if fully paid.

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

With regard to any event of default concerning which notice is given to the Borrower under the provisions of this Section, the Issuer hereby grants the Borrower full authority for the 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 Bond Purchase Agreement.

SECTION 12. The sale of the Bond (the execution and issuance of which is authorized pursuant to Section 3 hereof) to the Purchaser at a price of $1,000,000, plus accrued interest, if any, and payment pursuant to the Bond Purchase Agreement is hereby in all respects authorized, approved and confirmed. The Bond Purchase Agreement in substantially the form which has been presented to this City Council is hereby approved.

The Mayor is hereby authorized and directed to execute the 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.

Performance Provisions.

SECTION 13. The Mayor and 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 this 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 this Bond Ordinance. The Mayor and 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 Bond Ordinance or to evidence said authority and to exericse and otherwise take all necessary action to the full realization of the rights, accomplishments and purposes of the Issuer under the Loan Agreement, the Assignment, the Bond Purchase Agreement and the Mortgage and to discharge all of the obligations of the Issuer thereunder. The Mayor be and is hereby designated as the authorized or applicable elected representative of the Issuer in connection with the issuance of the Bond, and the official of the Issuer charged with the issuance of the Bond, and that public approval of the issuance of the Bond by the Issuer's corporate authorities, if not already given, is hereby given, as required by Section 103(k) of the Code. The requisite public hearing having been duly noticed, held and conducted, the approval of the Mayor of this Bond Ordinance shall constitute the approval by the authorized or applicable elected representative within the meaning of Section 103(k) of the Code.

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, Room 107, 121 N.

LaSalle Street, Chicago, Illinois 60602, Attention: City Clerk, or to such other address as the Issuer may from time to time file with the Purchaser, the Assignee 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 Chicago Title and Trust Company, 111 W. Washington Street, Chicago, Illinois 60602, Attention: Land Trust No. 1085853, with a copy to Chicago Communication Service, Inc., Gerald C. Bear and Lewis W. Bear, 4158 W. 54th Street, Chicago, Illinois 60632, or to such other address as the Borrower may from time to time file with the Issuer, the Assignee, and the Purchaser. It shall be sufficient service of any notice or other paper on the Purchaser and if the same shall be duly mailed to the Purchaser and by registered or certified mail, postage prepaid, return receipt requested, addressed to the Purchaser at Thomas J. Origer, 274 Dover Circle, Palatine, Illinois 60067, or to such other address as the Purchaser may from time to time file with the Issuer, the Borrower and the Assignee. It shall be sufficient service of any notice or other paper on the Assignee if the same shall be duly mailed to the Assignee by registered or certified mail, postage prepaid, return receipt requested, addressed to the Assignee at Mount Prospect State Bank, Mount Prospect, Illinois 60056, Attention: _____, or to such other address as the Assignee may from time to time file with the Issuer, the Purchaser and the Borrower.

Ordinance A Contract: Provisions for Modifications, Alterations and Amendments.

SECTION 15. The provisions of this Bond 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 Bond Ordinance shall be made in any manner except with the written consent of the owner or owners of the Bond.

Sale of Bond.

SECTION 16. The sale of the Bond to the Purchaser under and pursuant to the Bond Purchase Agreement authorized under Section 12 hereof is hereby approved.

Satisfaction and Discharge.

SECTION 17. All rights and obligations of the Issuer and the Borrower under the Loan Agreement, the Note, the Assignment, the Bond, the Mortgage, the Bond Purchase Agreement and this Bond Ordinance shall terminate and such instruments shall cease to be of further effect, and the Assignee 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 Assignee for the payment of principal of or interest on the Bond) when:

(a) all expenses of the Issuer, the Assignee and the Purchaser shall have been paid;

(b) the Issuer and the Borrower shall have performed all of their covenants and promises in the Loan Agreement, the Note, the Assignment, the Bond, the Mortgage, the Bond Purchase Agreement and in this Bond Ordinance; and

(c) all principal installments of and interest on the Bond have been paid.

SEVERABILITY.

SECTION 18. If any section, paragraph, clause or provision of this Bond 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 19. The captions or headings of this Bond Ordinance are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Bond Ordinance.

PROVISIONS IN CONFLICT REPEALED.

SECTION 20. 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 upon its passage.

[Assignment and Agreement, Bond Purchase Agreement, Mortgage and Security Agreement, Guaranty Agreement, Loan Agreement, Memorandum of Agreement omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

AUTHORITY GRANTED FOR ISSUANCE AND SALE OF SINGLE FAMILY MORTGAGE REVENUE BONDS, 1984 SERIES A.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted herewith authorizing the issuance and sale of Single Family Mortgage Revenue Bonds, 1984 Series A in an amount not to exceed $115,000,000.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Burke, Langford, Streeter, Kellam, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 44.
Nays -- None.

Alderman Stemberk 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 "City") has pursuant to its home rule powers granted under the 1970 Constitution of the State of Illinois duly adopted Sections 7-85 to 7-98, inclusive, of the Municipal Code of Chicago, as amended (the "Act") (1) to provide for and promote the public health, safety and welfare; (2) to relieve conditions of unemployment and encourage the increase of industry and commercial activities and economic development of the municipality, so as to reduce the evils attendant upon unemployment; (3) to provide for efficient and well-planned urban growth and development including the elimination and prevention of slum areas and urban blight, and the proper coordination of industrial facilities with public services, mass transportation facilities, and residential development; (4) to assist low and moderate income persons in acquiring and owning decent, safe and sanitary housing which they can afford; (5) to promote the integration of families of varying economic means; and (6) to preserve and increase the municipality's ad valorem tax base; and

WHEREAS, The City has determined that, under existing economic conditions affecting the cost and availability of funds for the financing of home ownership in the City and the relative cost of such ownership, it is desirable to supplement the funds presently available to the private sector for the purpose of financing home mortgages (as defined in the Act); and

WHEREAS, The City has consulted with members of the residential mortgage lending industry and others, and has determined that it is desirable to provide such supplemental funds for the purpose of financing home mortgages through (i) the establishment of a multi-lender home mortgage purchase program (the "Program"), (ii) the sale and issuance of its revenue bonds and (iii) the application of the proceeds of such sale to the purchase of home mortgages to be originated and serviced in accordance with the Program by various lending institutions (as defined in the Act); and

WHEREAS, The City has determined that certain lending institutions which maintain an office and originate home mortgages in the City have demonstrated ability to orginate home mortgages in accordance with recognized governmental and insurance industry standards ("Qualified Lenders" as hereinafter defined) and has afforded such Qualified Lenders the opportunity to originate and sell home mortgages under the Program; and

WHEREAS, The City has consulted with members of the real estate building and development industry and others, and has determined that it is desirable to permit Qualified Lenders to reserve a portion of the proceeds of its revenue bonds for mortgages to be originated with respect to certain residential developments; and

WHEREAS, The City expects to solicit and receive offers from various Qualified Lenders to participate in the Program and wishes to enter into agreements with Qualified Lenders, thereby obligating each of such Qualified Lenders to originate home mortgages under the Program and permitting them to reserve certain amounts for developers to be approved by the City; and

WHEREAS, Pursuant to and in accordance with the provisions of the Act, the City is now prepared to proceed with establishing the Program and financing the origination of such home mortgages and to issue and sell not to exceed $115,000,000 in principal amount of its Single Family Mortgage Revenue Bonds, 1984 Series A (the "Bonds"), such Bonds to be secured by the Indenture (hereinafter defined) and, except to the extent payable from Bond proceeds, certain insurance proceeds or moneys from the investment thereof, to be

payable solely from the revenues and receipts and other amounts received by the City pursuant to the Mortgage Origination Agreements (hereinafter defined) and the Indenture; and

WHEREAS, The City has determined to employ a financial institution to service the home mortgages under the Program pursuant to the Servicing Agreement (hereinafter defined); and

WHEREAS, Drexel Burnham Lambert Incorporated, as representatives of a group of underwriters have submitted to the City a form of Bond Purchase Agreement (hereinafter defined) setting forth their proposal to purchase the Bonds; and

WHEREAS, Copies of a Mortgage Origination Agreement, the Indenture, Servicing Agreement, Developer Participation Agreement and Bond Purchase Agreement have been presented to and are before this meeting; now, therefore,

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

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

"Applicants" shall mean the Qualified Lenders to whom the City sends invitations to participate in the Program.

"Bonds" shall mean the Single Family Mortgage Revenue Bonds, 1984 Series A of the City in an aggregate principal amount of not to exceed $115,000,000 authorized to be issued pursuant to this ordinance and Article II of the Indenture.

"Bond Purchase Agreement" shall mean the Purchase Contract to be entered into between the City and the underwriters, as approved by this ordinance, relating to the purchase of the Bonds.

"City" shall mean the City of Chicago, Illinois.

"Developers" shall mean those real estate developers who are or become parties to the Developer Participation Agreements.

"Developer Participation Agreements" shall mean the Developer Participation Agreements to be dated as of November 1, 1984, to be entered into from time to time between the City, any Participant and any Developers, which are exhibits to the Mortgage Origination Agreements, as approved by this Ordinance, and as the same may be amended from time to time.

"Indenture" shall mean the Trust Indenture dated as of November 1, 1984 from the City to the Trustee, as approved by this ordinance, as the same may be supplemented from time to time in accordance with its terms.

"Mortgage Loans" shall mean the Mortgage Loans to be originated pursuant to, and as defined in, each Mortgage Origination Agreement.

"Mortgage Origination Agreements" shall mean the Mortgage Origination Agreements dated as of November 1, 1984 including, without limitation, the Offers to Originate, among the City and the respective Participants, as approved by this ordinance, and as the same may be amended from time to time.

"Official Statement" shall mean the Official Statement as further described and defined in the Bond Purchase Agreement.

"Participants" shall mean the Applicants who enter into Mortgage Origination Agreements and any surviving, resulting, assignee or transferee corporations as permitted by the Mortgage Origination Agreements.

"Qualified Lender" shall mean any lending institution (as defined in the Act) which (i) maintains an office in the City; (ii) originates and services home mortgages (as defined in the Act); (iii) is qualified to sell mortgages to and service mortgages for the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation; and (iv) satisfies the requirements of any insurer who issues the insurance policies required to be issued with respect to the Mortgage Loans as required under the Mortgage Origination Agreements.

"Servicer" shall mean The First National Bank of Chicago or any other entity approved by the Comptroller and any successor acting as such under the Servicing Agreement.

"Servicing Agreement" shall mean the Master Servicing Agreement dated as of November 1, 1984 among the City, the Trustee and the Servicer as approved by this ordinance, as the same may be supplemented from time to time in accordance with its terms.

"Trustee" shall mean Continental Illinois National Bank and Trust Company of Chicago and any successor acting as such under the Indenture.

SECTION 2. Pursuant to the Act, the City does hereby authorize the origination and acquisition of the Mortgage Loans in accordance with the terms of the Mortgage Origination Agreements and does hereby find and declare that this ordinance is being enacted pursuant to the powers granted by the Act and that the issuance of the Bonds is for the public purposes as set forth in the Act.

SECTION 3. To provide for the financing of the cost of the acquisition of the Mortgage Loans, the City does hereby authorize the issuance of revenue bonds of the City under the Act to be designated "City of Chicago, Illinois, Single Family Mortgage Revenue Bonds, 1984 Series "A" in the aggregate principal amount of up to $115,000,000. The Bonds shall be issued in the forms and denominations set forth in the Indenture; shall be dated, except as otherwise provided in the Indenture, not earlier than November 1, 1984 and not later than December 31, 1984, shall be numbered as provided in the Indenture, shall mature as provided in the Indenture, but not later than May 1, 2018; shall bear interest payable semi-annually (or at such other time or times as provided in the Indenture) at rate or rates of not to exceed twelve and one half percent (12-1/2%) per annum; shall be subject to redemption prior to maturity upon the terms and conditions set forth in the Indenture; and shall be sold to the underwriters at a price of not less than 97% of the aggregate principal amount

thereof (less any original issue discount which may be used in the marketing of the Bonds) plus accrued interest thereon, if any, from the date of the Bonds to the date of Closing (as defined in the Bond Purchase Agreement); provided however, that the Bonds of the final maturity in an aggregate principal amount of not exceeding $_____ shall be in the form of Capital Appreciation Bonds (as defined in the Indenture), may bear interest to the extent legally enforceable at a rate of not exceeding _____ percent (_____%) per annum, shall be subordinate to all of the other Bonds of the Issue, and notwithstanding the provisions of Section 7-87(c)(9) of the Act, such bonds of such final maturity need not be rated by any nationally recognized rating agency, all upon the condition that such bonds of such final maturity shall bear a legend substantially in the form set forth in the Indenture or such other similar legend as is approved by the Comptroller. The Mayor or the Comptroller is hereby authorized to enter into an agreement with the underwriters in order to establish, subject to the foregoing limitations, the aggregate principal amount of the Bonds, the maturity dates and amounts and the exact interest rates, redemption terms and sale price of the Bonds.

SECTION 4. The Bonds shall be limited obligations of the City and, except to the extent payable from Bond proceeds, certain insurance proceeds or moneys from the investment thereof, shall be payable solely from the revenues and receipts and other amounts received by or on behalf of the City pursuant to the Mortgage Origination Agreements and the Indenture. The Bonds and interest thereon shall not be deemed to constitute a debt or liability of the City, the State of Illinois or any political subdivision thereof, and their issuance shall not, directly or indirectly or contingently, obligate the City or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment, nor shall the Bonds be construed to create any moral obligation on the part of the City or any political subdivision thereof with respect to their payment. Nothing in the Bonds or in the Indenture or the proceedings of the City authorizing the issuance of the Bonds or in the Act shall be construed to authorize the City to create a debt of the City or any political subdivision thereof within the meaning of any constitutional or statutory provision of the State of Illinois. The nature of the obligation represented by the Bonds is as more fully set forth in the Indenture.

SECTION 5. The Bonds shall be executed on behalf of the City in the manner provided in the Indenture. If any of the officers who shall have signed or sealed any of the Bonds shall cease to be such officers of the City before the Bonds so signed and sealed shall have been actually authenticated by the Trustee or delivered by the City, the Bonds nevertheless may be authenticated, issued and delivered with the same force and effect as though the person or persons who signed or sealed the Bonds had not ceased to be such officer or officers of the City; and also the Bonds may be signed and sealed on behalf of the City by those persons who, at the actual date of the execution of the Bonds, shall be the proper officers of the City, although at the nominal date of the Bonds any such person shall not have been such officer of the City.

SECTION 6. The City is hereby authorized to solicit the participation of the Applicants in the Program and to deliver Offers to Originate to them. The Indenture, the Developer Participation Agreements and the Servicing Agreement in substantially the forms presented to this meeting and filed in the official records of the City Clerk, are hereby approved and the Mayor or the Comptroller of the City is hereby authorized on behalf of the City to execute and deliver the Indenture, the Developer Participation Agreements and the Servicing Agreement, attested by the City Clerk or Deputy City Clerk, with such changes therein as shall be approved by such persons executing such document, his execution to

constitute conclusive evidence of such approval, and the City Clerk or Deputy City Clerk is hereby authorized to affix to the Indenture, the Developer Participation Agreements and the Servicing Agreement, the corporate seal of the City, it being recognized that Developer Participation Agreements may be executed and delivered from time to time hereafter.

SECTION 7. The Mortgage Origination Agreement in substantially the form presented to this meeting and filed in the official records of the City Clerk are hereby approved and the Mayor or Comptroller of the City is hereby authorized on behalf of the City to execute and deliver the Mortgage Origination Agreements, attested by the City Clerk or Deputy City Clerk, subject to the provisions of Section 9 of this ordinance, with such changes therein as shall be approved by such person executing such document, his execution to constitute conclusive evidence of such approval; provided, however, that the origination fee to be charged and retained by the Participant in connection with each Mortgage Loan pursuant to the Mortgage Origination Agreement (which does not include any program participation fee charged to the Mortgagor to reimburse such Participant for Commitment Fees paid by such Participant) shall not exceed one and one-half percent (1-1/2%) of the principal amount of such Mortgage Loan; and the interest rate on such Mortgage Loan shall be determined by the Comptroller of the City subject to Section 7-87(b)(3) of the Act but shall not exceed 12% per annum.

SECTION 8. The City is hereby authorized to purchase insurance on the Bonds from Financial Guaranty Insurance Company, or such other insurance company as may be approved by the Comptroller, any premiums for such insurance to be paid either from the proceeds received from the sale of the Bonds, investment income therefrom, or from payments with respect to the Mortgage Loans, and in the event such insurance is purchased, the Indenture, Official Statement, Bond Purchase Agreement and Mortgage Origination Agreement shall be appropriately modified to reflect the same.

SECTION 9. The proceeds from the sale of the Bonds available for the purchase of Mortgage Loans ("Available Proceeds") shall be allocated among the Participants in accordance with the following procedure:

1. Each Applicant shall have submitted an application requesting the amount of Available Proceeds ("Requested Amount") such Applicant wishes to use to originate Mortgage Loans (which amount shall not be less than $1,000,000). The Requested Amount shall specify the amount to be reserved for Developers pursuant to the Developer Participation Agreements.

2. If total Requested Amounts exceed Available Proceeds all applicants shall have their commitment amounts reduced on a pro rata basis to the extent necessary to make the sum of the Requested Amounts of all Applicants equal to Available Proceeds with the following modifications:

(a) No Applicant's commitment amount shall be decreased to less than $1,000,000.

(b) Where an Applicant's Requested Amount exceeds its proportionate share of the total volume of single family (one-to-four unit) residential mortgage loans secured by property located within the City originated and serviced by all Participants during the most recent calendar year, its Requested Amount may be further reduced to reflect its demonstrated level of lending activity.

(c) An Applicant's Requested Amount may be adjusted on other than a pro rata basis in order to assure an adequate geographic distribution of Program activity throughout the City.

3. The Commissioner of the Department of Housing of the City may adjust allocations upward or downward to round off allocations to multiples of $1,000; provided, however, that no such adjustment shall cause an Applicant's allocation to exceed his Requested Amount.

SECTION 10. The Bond Purchase Agreement in substantially the form presented to this meeting and filed in the official records of the City Clerk, is hereby approved and the Mayor or Comptroller of the City is hereby authorized to execute and deliver the Bond Purchase Agreement on behalf of the City with the concurrence of the Chairman of the Committee on Finance of the City, with such changes and completions therein with respect to the representatives of the underwriters named therein, interest rates, redemption provisions and the sale price of the Bonds (subject to the limitations set forth in Section 3 hereof) and such other changes as shall be approved by such person executing the document and the Chairman of the Committee on Finance of the City, such execution and such approval to constitute conclusive evidence of approval of such changes, and the sale of the Bonds pursuant to the Bond Purchase Agreement is hereby authorized. Notwithstanding the authority herein granted to the Mayor and the Comptroller, such authorized officials may in their absolute discretion determine not to execute and deliver any Bond Purchase Agreement even though the same shall comply with this ordinance and the Act, in which event the City shall have no obligation whatsoever with respect thereto.

SECTION 11. The Mayor or the Comptroller is hereby authorized to prepare, execute and deliver an Official Statement for and on behalf of the City substantially in the form presented to this meeting and filed in the official records of the City Clerk.

SECTION 12. The authorized officials of the City are hereby empowered to execute and deliver the Bonds and all documents and other instruments which may be required under the terms of the Bond Purchase Agreement, the Indenture, the Mortgage Origination Agreements, the Developer Participation Agreements, the Servicing Agreement and this ordinance. For purposes of this section "authorized officials of the City" shall mean the Mayor or Comptroller.

SECTION 13. The Mayor and the City Comptroller may each designate another person to act as their respective proxy and to affix their respective signatures to the Bonds, whether in temporary or definitive form, and any instrument, agreement, certificate or document required to be signed by the Mayor or the City Comptroller pursuant to this ordinance, in such case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor and the City Comptroller, respectively. A written signature of the Mayor or of the City Comptroller, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with the signatures attached, shall be recorded in the Journal of the Proceedings of the City Council and filed with the City Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the City Comptroller is so affixed to an instrument, certificate or document at the direction

of the City Comptroller, the same, in all respects, shall be binding on the City as if signed by the City Comptroller in person.

SECTION 14. This ordinance shall become effective immediately upon its adoption and approval.

[Trust Indenture, Contract of Purchase, Preliminary Official Statement, Master Servicing Agreement and Mortgage Origination Agreement omitted for printing purposes but on file and available for public inspection in Office of the City Clerk.]

AUTHORITY GRANTED FOR SUBMISSION OF URBAN DEVELOPMENT ACTION GRANT APPLICATION FOR ASHLAND/WELLINGTON NEIGHBORHOOD COMMERCIAL DEVELOPMENT PROJECT.

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

WHEREAS, In order to develop viable urban communities, the Housing and Community Development Act of 1974, as amended, provides that Urban Development Action Grants may be made available to cities to fund projects which promote decent housing and stimulate private investment in urban communities; and

WHEREAS, The Wellington Development Corporation has proposed to construct a 46,140 square foot commercial retail shopping center on a 4.09 acre site located at 2928 North Ashland Avenue to 2929 North Paulina in the 32nd Ward of the City of Chicago by expending private funds in the amount of Three Million, Seven Hundred Thousand Dollars ($3,700,000.00); and

WHEREAS, It is projected that the commercial retail development project will create approximately 112 new permanent employment positions primarily benefiting low and moderate income persons and generate approximately $290,050 in additional tax revenues for the City of Chicago; and

WHEREAS, The City of Chicago, through the Department of Planning, will prepare an Urban Development Action Grant application in the amount of One Million Dollars ($1,000,000.00) to be used along with private funds in the construction and permanent financing of the neighborhood commercial retail development project; now, therefore,

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

SECTION 1. That the Mayor of the City of Chicago is authorized to submit to the United States Department of Housing and Urban Development an Urban Development Action Grant application in the amount of One Million Dollars ($1,000,000) for the Ashland/Wellington Neighborhood Commercial Development Project.

SECTION 2. That the Mayor of the City of Chicago is authorized to act in connection with the application, to give what assurances are necessary and to provide such additional

information as may be required by the United States Department of Housing and Urban Development.

SECTION 3. That upon approval of the above referenced application by the Secretary of the United States Department of Housing and Urban Development, the Mayor of the City of Chicago is authorized to enter into and execute on behalf of the City of Chicago, Department of Planning, an Urban Development Action Grant Agreement by and between the City of Chicago and the United States Department of Housing and Urban Development for the partial funding of the Ashland/Wellington Neighborhood Commercial Development Project.

SECTION 4. This ordinance shall be effective immediately upon its passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Burke, Langford, Streeter, Kellam, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 44.

Nays -- None.

Alderman Stemberk moved to reconsider the foregoing vote. The motion was lost.

AUTHORITY GRANTED FOR REPROGRAMMING YEAR IX COMMUNITY DEVELOPMENT BLOCK GRANT RODENT CONTROL PROGRAM FUNDS.

The Committee on Finance submitted a report recommending that the City Council adopt the following proposed resolution transmitted herewith:

WHEREAS, The City Council of the City of Chicago passed an Ordinance on June 6, 1984, establishing procedures for the Community Development Block Grant Program which required that the City shall not reprogram funds in excess of $7,500 appropriated for any object or purpose set forth in the CDBG Appropriation Ordinance or allocations from prior block grant years without the approval of the City Council; and

WHEREAS, The Community Development Block Grant Year IX Rodent Control Attack Force Program ("Rodent Control Program") has a balance of $197,100 for the year which ended June 30, 1984; and

WHEREAS, The City is desirous of eliminating conditions that are conducive to rodent infestation; and

WHEREAS, Additional funds in the Year X Rodent Control Program would provide a program of intensive clean-up of vacant lots in the City; now, therefore,

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

SECTION 1. The Year IX balance of $197,100 available in the Community Development Block Grant Rodent Control Program be reprogrammed to the Year X Community Development Block Grant Rodent Control Program.

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

On motion of Alderman Burke, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Burke, Langford, Streeter, Kellam, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 44.

Nays -- None.

AUTHORITY GRANTED TO CHANGE SCOPE OF PHASE III OF LAWRENCE/KEDZIE BUSINESS AREA STREETSCAPE IMPROVEMENT PROJECT.

The Committee on Finance submitted a report recommending that the City Council adopt the following proposed resolution transmitted herewith:

WHEREAS, The City Council of the City of Chicago passed an Ordinance on June 6, 1984, establishing procedures for the Community Development Block Grant Program; and

WHEREAS, In accordance with Section 5 of said ordinance, the Department of Economic Development, at the request of local business organizations, seeks to change the scope of Phase III of the Lawrence/Kedzie Business Area Streetscape Improvement project funded under the Year VIII Community Development Block Grant Program; now, therefore,

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

SECTION 1. The Lawrence/Kedzie Phase III Business Area Streetscape Improvement project funded with $325,000 Year VIII Community Development Block Grant funds is changed from streetscaping on Lawrence Avenue (Troy to the Chicago River) to: 1) replacement and construction of sidewalks, decorative paving and installation of new trees and benches on Lawrence Avenue from Kedzie to St. Louis; and 2) construction of diagonal parking on Drake, St. Louis and Spaulding.

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

On motion of Alderman Burke, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Burke, Langford, Streeter, Kellam, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 44.

Nays -- None.

Alderman Stemberk moved to reconsider the foregoing vote. The motion was lost.

AUTHORITY GRANTED FOR REPROGRAMMING OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS.

The Committee on Finance submitted a report recommending that the City Council adopt the following proposed resolution transmitted herewith:

WHEREAS, The City Council of the City of Chicago passed an Ordinance on June 6, 1984, establishing procedures for the Community Development Block Grant Program which required that the City shall not reprogram funds in excess of $7,500 appropriated for any object or purpose set forth in the C.D.B.G. Appropriation Ordinance or allocations from prior block grant years without the approval of the City Council; and

WHEREAS, The 1983 Jobs Bill Community Development Block Grant Special Environmental Services Program ("Jobs Bill S.E.S. Program") operated by the Department of Streets and Sanitation be a year-end negative balance of <$22,647.05> for the year which ended June 30, 1984; and

WHEREAS, The 1983 Jobs Bill Community Development Block Grant Summer Youth Employment Program which operated in the summer of 1983 has $22,647.05 salvage funds available; and

WHEREAS, The Department of Streets and Sanitation requests to transfer available funds within the Jobs Bill S.E.S. program from the Personal Services account to the Contractual Services account to cover program costs incurred; now, therefore,

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

SECTION 1. The additional sum of $22,647.05 be allocated to the Jobs Bill S.E.S. Program contractual services account from salvage funds available in the 1983 Jobs Bill Summer Youth Employment Program.

SECTION 2. The Sum or $51,802.79 be transferred from the Personal Services account to the Contractual Services account within the Jobs Bill S.E.S. Program.

SECTION 3. This resolution shall be effective from and after its passage.

On motion of Alderman Burke, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Burke, Langford, Streeter, Kellam, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 44.

Nays -- None.

Alderman Stemberk moved to reconsider the foregoing vote. The motion was lost.

AUTHORITY GRANTED FOR USE OF MOTOR FUEL TAX FUNDS CONCERNING INSTALLATION OF TRAFFIC SIGNALS ON 87TH STREET BETWEEN SOUTH DOBSON AND SOUTH GREENWOOD AVENUES.

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

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

SECTION 1. Authority is hereby given to the Commissioner of Public Works to provide for the engineering and installation of traffic control signals as follows, to be paid for out of that part of the Motor Fuel Tax Funds which have been or may be alloted to the City of Chicago.

Intersection	Estimated Cost
East 87th Street, at South Dobson Avenue and at South Greenwood Avenue	$180,000.00

SECTION 2. 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 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works 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 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 6. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Department of Transportation of the State of Illinois, through the District Engineer for District 1 of said Department of Transportation.

SECTION 7. This ordinance shall be in full force and effect from and after its passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Burke, Langford, Streeter, Kellam, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 44.

Nays -- None.

ALLOCATION OF MOTOR FUEL TAX FUNDS AMENDED FOR CONSTRUCTION OF TRAFFIC CONTROL SIGNALS AT NORTH WESTERN AVENUE AND WEST FOSTER AVENUE.

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

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

SECTION 1. Authority is hereby given to the Commissioner of Public Works to provide additional funds for the engineering and rehabilitation of traffic control signals as follows, to be paid for out of that part of the Motor Fuel Tax Funds which have been or may be allocated to the City of Chicago.

Intersection	Estimated Cost
North Western Avenue and West Foster Avenue	$12,000.00 (additional funds)
Previously allocated (6/6/83, page 463)	$15,000.00
TOTAL PROJECT COST	$27,000.00

SECTION 2. 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 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works 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 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 6. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Department of Transportation of the State of Illinois, through the District Engineer for District 1 of said Department of Transportation.

SECTION 7. This ordinance shall be in force and effect from and after its passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Burke, Langford, Streeter, Kellam, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 44.

Nays -- None.

Alderman Stemberk moved to reconsider the foregoing vote. The motion was lost.

EXECUTION OF AGREEMENT AUTHORIZED WITH CITY, STATE OF ILLINOIS AND VILLAGE OF OAK PARK FOR IMPROVEMENT OF AUSTIN BOULEVARD.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted herewith authorizing the execution of agreement between City, State and Village of Oak Park for improvement of Austin Boulevard in the amount of $4,620,000.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Burke, Langford, Streeter, Kellam, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 44.

Nays -- None.

Alderman Stemberk 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 and the Village of Oak Park providing for the improvement of Austin Boulevard between Roosevelt Road and North Avenue described therein, said agreement to be substantially in the following form:

This Agreement, entered into this _____ day of_____, 19_____, by and between the State of Illinois, acting through its Department of Transportation hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works hereinafter called the "City" and the Village of Oak Park, acting through its President and Board of Trustees hereinafter called the "Village".

Witnesseth:

Whereas, The State, the City, and the Village in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to improve Austin Boulevard, hereinafter referred to as the "Project" and identified in Paragraph 12 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 (1981), 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 its portion of the Non-Federal (State) and Federal share of the costs incurred in connection with the contract construction, force account construction and construction engineering/supervision 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 the Village, to let and award the contract for the Project, and to provide all force account construction and construction engineering/supervision, all in accordance with established procedures of the City, the State, the Village and the Federal Highway Administration.

5. To finance the work pending progressive reimbursement by the State of its portion 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 its responsibilities assigned in Paragraphs 6 and 10 of this Agreement may render the City ineligible for future Federal participation in projects for which the City has similar responsibilities, until such failures 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 of the Project by the parties hereto.

Now Be It Therefore Resolved, The Village Agrees:

9. To reimburse the City for the Village's share of the costs incurred in connection with the Contract Construction, Force Account Construction and Construction Engineering/Supervision of the Project, as hereinafter provided, upon receipt of progressive billings supported by documentation.

Now Be It Therefore Resolved, The Parties Hereto Mutually Agree:

10. That, upon completion of the improvement, the City, the State and the Village will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.

11. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City, the State and the Village.

12. That said Project generally consists of the partial widening, partial reconstruction and resurfacing of Austin Boulevard between North Avenue and Roosevelt Road. (That portion of Austin Boulevard over the Eisenhower Expressway will be omitted from this project.)

    Austin Boulevard will be widened where necessary in order to provide a uniform 42 foot pavement width throughout the length of the project. A new section of combined sewer will be constructed between Augusta Boulevard and Chicago Avenue.

    The pavement will be fully reconstructed between Augusta Boulevard and Lake Street. The northbound parking lane will also be reconstructed between Jackson Boulevard and Harrison Street, and between Arthington Street and Roosevelt Road. Surface removal, pavement base repair and resurfacing will be done on the remainder of Austin Boulevard throughout the length of the project. Pavement markings, street signing and sidewalk ramps for the handicapped will also be provided. Existing utility structures and drainage structures will be adjusted. Curbs, gutters and catch basins will be repaired or installed as necessary.

    Austin Boulevard will be throat widened at its intersections with Harrison Street, Erie Street and Chicago Avenue. The east leg of the intersection of Austin Boulevard and Division Street will also be throat widened.

    The existing offset between the north and south legs of the intersection of Austin Boulevard with Augusta Boulevard will be eliminated.

    Traffic signals will be installed at the intersection of Austin Boulevard with Harrison Street. Traffic signals will be modernized at the intersections of Austin Boulevard with Jackson Boulevard, Washington Boulevard, Madison Street, South Boulevard, Lake Street, Chicago Avenue, Augusta Boulevard and Division Street. Existing traffic signals at the intersection of Austin Boulevard with Erie Street will be relocated.

13. That all prior Agreements, or portions thereof, between the City, the State and the Village which refer to the construction of this Project are superceded by this Agreement.

14. That the estimated costs of the Project covered and described by this Agreement are:

Contract Construction		$3,100,000
Force Account Construction		1,100,000
Construction Engineering/Supervision		420,000
	Total:	$4,620,000

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 Project IX-5000(176) (42.5% of $4,620,000)		$1,963,500
Federal Project IX-5000(743) (42.5% of $4,620,000)		1,963,500
Non-Federal (State) (7.5% of $4,620,000)		346,500
Non-Federal (Village) (7.5% of $4,620,000)		346,500
	Total:	$4,620,000

and that based upon said ratio, financial participation (referred to herein as the Non-Federal Share) shall be limited to a maximum of $381,150, each from the State and the Village, with any Non-Federal (State and Village) share required in excess of that amount to be provided equally by the City and the Village, or by Amendment to this Agreement.

15. That all costs determined to be ineligible for Federal-Aid participation incurred without prior approval of the State and Federal Highway Administration shall be borne 50% by the City and 50% by the Village, provided said costs are approved by the Village.

16. That standard Federal-Aid procedures and requirements shall apply to all phases of this Project.

17. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by the Village and the Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project as stated in Paragraph 14.

18. That this agreement and the covenants contained herein shall be void ab initio 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, 1987.

This agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

In Witness Thereof, Village, City and State have caused this Agreement to be executed by their respective officials and attested to on the dates 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 effective by and from the date of its passage.

EXECUTION OF AGREEMENT AUTHORIZED BETWEEN CITY AND STATE FOR IMPROVEMENT OF INTERSECTIONS AT 87TH STREET.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing the execution of an agreement between City and State for improvement of intersections of 87th Street at Dorchester Avenue, Stoney Island Avenue and Cregier Avenue in the amount of $550,000.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Burke, Langford, Streeter, Kellam, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 44.

Nays -- None.

Alderman Stemberk 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 review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the improvement of East 87th Street at Dorchester Avenue, at Stony Island Avenue and at Cregier Avenue described therein, said agreement to be substantially in the following form:

This Agreement, entered into this _____ day of _____, 1984, by and between the State of Illinois, acting through its Department of Transportation hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works 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 East 87th Street, 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 (1981), 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, force account construction and construction engineering/supervision 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, to let and award the contract for the Project, 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 may 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 of the Project.

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 initiation of 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 the improvement of the intersections of 87th Street and Dorchester Avenue, 87th Street and Stony Island Avenue and 87th Street and Cregier Avenue.

    The project will include minor widening of 87th Street at its intersection with Stony Island Avenue and the lengthening of the left turn lane on the south leg of the intersection; reconstruction of the south leg of the intersection of 87th Street and Dorchester Avenue; resurfacing and traffic signal modernization at all three intersections.

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	$100,000
Force Account Construction	400,000
Construction Engineering/Supervision	50,000

TOTAL:	$550,000

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 $550,000)	$467,500
Non-Federal Share (State) (15% of $550,000)	82,500
TOTAL:	$550,000

and that based upon said ratio, State financial participation (referred to herein as the Non-Federal share) shall be limited to a maximum of $90,750, with any Non-Federal share required in excess of that amount to be provided by the City.

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 by the Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project as stated in Paragraph 13.

17. That this Agreement and the covenants contained herein shall be void ab initio in the event the contract covering the construction work contemplated herein is not awarded or the force account construction work is not authorized by July 1, 1987.

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 caused 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 effective by and from the date of its passage.

AUTHORITY GRANTED FOR ISSUANCE OF FREE PERMITS FOR CERTAIN CHARITABLE, EDUCATIONAL AND RELIGIOUS INSTITUTIONS.

The Committee on Finance to which had been referred (October 16, 1984) sundry proposed ordinances transmitted therewith to authorize the issuance of free permits for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus 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):

Bethel New Life, Incorporated.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Bethel New Life, Inc., 367 N. Karlov Avenue, for rehabilitation on the premises known as 4118 W. Carroll Avenue, 4301 W. West End Avenue, 4455 W. West End Avenue and 4359 W. Maypole Avenue.

Said buildings shall be used exclusively for residential and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

Christ Temple Apostolic Faith Church.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of

charge, notwithstanding other ordinances of the City to the contrary, to Christ Temple Apostolic Faith Church for construction of an Education Building on the premises known as 14 S. Ashland Avenue.

Said building shall be used exclusively for educational and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

Grant Hospital.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Grant Hospital for electrical installations on the premises known as 550 W. Webster Avenue.

Said building shall be used exclusively for medical and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

Saint Andrew Church.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to St. Andrew Church, 3546 N. Paulina Street, for extension of telephone cable at 1658 W. Addison Street, on the premises known as St. Andrew Church.

Said building shall be used exclusively for religious business and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

Saint Vincent dePaul Thrift Shop.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to St. Vincent dePaul Thrift Shop, 9321 S. Western Avenue, for rehabilitation work on the premises known as 9321 S. Western Avenue.

Said building shall be used exclusively for not for profit resale and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force 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 October 16, 1984, 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:

Name and Address	Warrant Number and Type of Inspection	Amount
Daniel Hale Williams Health Center 5044 S. State Street	F4-417284 (Mech. Vent.)	$10.00
Grant Hospital 550 W. Webster Avenue	(Boiler)	30.00
Norwegian Old Peoples Home Society 6016 N. Nina Avenue	B4-400063 B4-400075 (Inst.)	46.00 46.00
St. Anne's Hospital (sundry locations)	B4-400560 B4-400562 B4-400563 (Inst.)	92.00 80.50 57.00

Name and Address	Warrant Number and Type of Inspection	Amount
Self Help Home for the Aged 908 W. Argyle Street	B4-400190 (Inst.)	$69.00
	P1-406312 (Fuel Burn. Equip.)	175.00
University of Chicago 5835 S. Drexel Avenue	A1-408078 (Elev.)	115.00

On motion of Alderman Burke, the foregoing proposed substitute order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

AUTHORITY GRANTED FOR INSTALLATION OF ALLEY LIGHTS AT SUNDRY LOCATIONS.

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

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light in back of the premises located at 1748 N. Keystone Avenue.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light in the rear of 5873 N. Kilbourn Avenue.

On motion of Alderman Burke, the foregoing proposed orders were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

AUTHORITY GRANTED FOR PAYMENT OF WAGES FOR ACTIVE MILITARY DUTY.

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

Ordered, That the City Comptroller is hereby ordered and directed to pay James Gasinski, a Supervisor of Field Services II, of the Department of Streets and Sanitation, Bureau of Sanitation from February 25, 1984 through March 10, 1984 inclusive for active military duty pursuant to Chapter 25-10 of the Municipal Code of the City of Chicago.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

AUTHORITY GRANTED FOR REDUCTION IN ANNUAL LICENSE FEE FOR SPECIAL POLICEMEN EMPLOYED AT HYDE PARK COMMUNITY HOSPITAL.

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. Pursuant to Chapter 173, Section 173-6 of the Municipal Code of Chicago, nineteen (19) Special Police employed by the following charitable institution shall pay a fee of $10.00 per license for the year 1984:

Hyde Park Community Hospital,
5800 S. Stony Island Avenue.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

AUTHORITY GRANTED FOR PAYMENTS OF HOSPITAL, MEDICAL AND NURSING SERVICES RENDERED CERTAIN INJURED MEMBERS OF POLICE AND FIRE DEPARTMENTS.

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 Burke, the said proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to issue vouchers, in conformity with 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 the favor of the proper claimants and charged to Account Number 100.9112.937:

[Regular Orders printed on pages 10257 thru 10261 of this Journal.]

and

Be It Further Ordered, That the City Comptroller is authorized and directed to issue warrants, 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 the 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 Number 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 warrants are to be drawn in favor of the proper claimants and charged to Account Number 100.9112.937:

[Third Party Order printed on page 10262 of this Journal.]

Action Deferred -- EXECUTION OF AMENDED/RESTATED REDEVELOPMENT AGREEMENT FOR SALE OF LAND IN NORTH LOOP PROJECT TO LIBRA PARTNERS/AMERICANA/URBAN VENTURE.

The Committee on Finance submitted the following report, which was, on motion of Alderman Roti and Alderman Stone, *Deferred* and ordered published:

CHICAGO, October 31, 1984.

(Continued on page 10263)

REPORT DATE 10/30/84
PROGRAM--PER070

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/31/84

REGULAR ORDERS

********** EMPLOYEE NAME **********	******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ABRAM PAUL W	POLICE OFFICER	FOURTH DISTRICT	6/13/84	346.25
ADAMSON [illegible]	POLICE OFFICER	YOUTH DIVISION AREA SIX	6/19/84	215.00
ALLISON CHARLES D	POLICE OFFICER	NINTH DISTRICT	6/26/84	214.00
ANDERSON ALBERT W	POLICE OFFICER	TWENTY-FIRST DISTRICT	6/23/84	75.00
ANGELO THOMAS M	POLICE OFFICER	SIXTEENTH DISTRICT	6/10/84	94.50
ARENS KENNETH E	POLICE OFFICER	SIXTEENTH DISTRICT	3/28/84	344.20
ARPAIA PETER A	POLICE OFFICER	FIFTEENTH DISTRICT	5/16/84	61.25
AUDETTE ROBERT J	POLICE OFFICER	ELEVENTH DISTRICT	4/15/84	273.50
AVILES DAVID	POLICE OFFICER	TWENTIETH DISTRICT	5/16/84	175.85
BARANGO ANTHONY J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/14/84	106.00
BASS MICHAEL B	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVIST	6/02/84	83.00
BATTLE MILTON	POLICE OFFICER	FOURTH DISTRICT	5/02/31	90.00
BERNACKI GREGORY	POLICE OFFICER	YOUTH DIVISION AREA FIVE	6/20/84	112.00
BLANKS KELVIN	POLICE OFFICER	ELEVENTH DISTRICT	6/28/84	102.40
BLYTH ROBERT E	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/24/84	137.00
BODDIE WALTER L	POLICE OFFICER	SEVENTH DISTRICT	6/23/84	137.00
BORVAN ROBERT C	POLICE OFFICER	FIRST DISTRICT	6/10/84	497.00
BROWN ROBERT P	POLICE OFFICER	DETECTIVE DIV AREA 3 PROPERTY	6/09/84	185.90
BURDINE DANIEL	POLICE OFFICER	ELEVENTH DISTRICT	5/02/84	161.00
BYRNE LAWRENCE	POLICE OFFICER	NINETEENTH DISTRICT	6/26/84	127.00
CANDELA VINCENT	POLICE OFFICER	EIGHTH DISTRICT	1/03/84	10756.19
CAPERS JOHN	POLICE OFFICER	SECOND DISTRICT	6/24/84	307.00
CASCIO FRANK	POLICE OFFICER	CRIME LABORATORY DIVISION	5/27/84	78.20
CASEY JEROME	POLICE OFFICER	EIGHTH DISTRICT	5/14/84	92.00
CATAL[illegible] DAVID	POLICE OFFICER	FIFTEENTH DISTRICT	6/22/84	176.00
COLLINS JOHN P	POLICE OFFICER	EIGHTEENTH DISTRICT	4/01/84	845.00
COLONNA GUIDO J	POLICE OFFICER	ELEVENTH DISTRICT	6/13/84	252.00
COSGROVE JAMES P	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/23/84	73.40
COX JOSEPH J	POLICE OFFICER	TWENTY-FIRST DISTRICT	5/16/84	96.00
DAVID JAMES C	POLICE OFFICER	SECOND DISTRICT	8/09/34	117.00
DAVIS SIDNEY	POLICE OFFICER	SEVENTH DISTRICT	5/26/84	475.90
DEASY CORNELIUS	POLICE OFFICER	AUTOMOTIVE POUNDS SECTION	5/30/84	495.80
DECKER MICHAEL	POLICE OFFICER	NINETEENTH DISTRICT	6/14/84	62.00
EBERSPACHER CHARLES J	POLICE OFFICER	SEVENTEENTH DISTRICT	6/22/84	30.50
ECKSTROM THOMAS D	POLICE OFFICER	MARINE UNIT	3/13/84	15.00
FALLON THOMAS	POLICE OFFICER	DETECTIVE DIV AREA 5 PROPERTY	6/22/84	81.60
FASON JOHN W	POLICE OFFICER	TWENTY-FIRST DISTRICT	1/23/84	622.50
FAULKNER ROBERT J	POLICE OFFICER	THIRD DISTRICT	3/24/82	403.50
FLAVIN JAMES M	POLICE OFFICER	SEVENTH DISTRICT	5/30/84	4168.35
FOLLMER JOSEPH M	POLICE OFFICER	TWENTIETH DISTRICT	6/05/84	111.25
FUDALA DENNIS J	POLICE OFFICER	ELEVENTH DISTRICT	6/22/84	95.00
GARCIA ADRIAN R	POLICE OFFICER	THIRTEENTH DISTRICT	6/18/84	2100.38
GOLD DEBORAH A	POLICE OFFICER	EIGHTEENTH DISTRICT	6/16/84	80.50
[illegible] CARMEN L	POLICE OFFICER	SEVENTEENTH DISTRICT	6/17/84	284.00
GRUBBS JAMES L	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	4/19/84	81.00
GRUBER THOMAS A	POLICE OFFICER	THIRD DISTRICT	4/16/84	203.00
GUERRERO RICHARD J	POLICE OFFICER	FOURTEENTH DISTRICT	4/13/84	129.50
GUTIERREZ RICKY A	POLICE OFFICER	NINTH DISTRICT	6/30/84	100.00
HAAS KEVIN J	POLICE OFFICER	FIRST DISTRICT	6/25/84	125.00

REPORT DATE 10/30/84
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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/31/84

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
HENNIGAN	JAMES T	POLICE OFFICER	FOURTEENTH DISTRICT	6/24/84	121.00
HILL	DELORE	POLICE OFFICER	SIXTH DISTRICT	5/26/84	94.50
JOHNSON	EDWARD A	POLICE OFFICER	SIXTEENTH DISTRICT	2/28/84	1413.75
JOHNSON	JEFFREY S	POLICE OFFICER	FOURTH DISTRICT	6/02/84	119.50
JOSEPHS	KENNETH W	POLICE OFFICER	TWENTY-SECOND DISTRICT	6/27/84	127.35
JOVANOVICH	ANDREW	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	6/21/84	172.75
KEARNEY	RICHARD	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/29/84	457.50
KING	EDWARD P	POLICE OFFICER	EIGHTEENTH DISTRICT	11/23/83	160.00
KIRK	JOSEPH	POLICE OFFICER	NINTH DISTRICT	6/01/84	974.00
KLICH	ROBERT H	POLICE OFFICER	EIGHTEENTH DISTRICT	7/06/84	77.00
KORBELIK	DONALD	POLICE OFFICER	ELEVENTH DISTRICT	6/03/84	154.50
KOUVELIS	THOMAS G	POLICE OFFICER	TWELFTH DISTRICT	5/29/84	194.00
KROYER	EDWARD R	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	3/06/84	634.00
KUEMMETH	MICHAEL T	POLICE OFFICER	FOURTH DISTRICT	6/19/84	434.50
KWAK	JOHN F	SERGEANT	ENFORCEMENT SECTION	7/17/84	283.00
LACALAMITA	DOMINICK J	POLICE OFFICER	EIGHTEENTH DISTRICT	5/11/84	335.40
LACKOVITZ	JOHN	POLICE OFFICER	THIRTEENTH DISTRICT	7/04/84	192.00
LEIB	EARL	POLICE OFFICER	SEVENTEENTH DISTRICT	10/12/83	65.00
LESNIEWSKI	FRANK E	POLICE OFFICER	SEVENTH DISTRICT	5/12/84	260.00
LETOURNEAU	WILLIAM	POLICE OFFICER	FIELD INQUIRY SECTION	5/19/84	254.00
LITTLE	WILLIAM J	POLICE OFFICER	EIGHTEENTH DISTRICT	7/13/84	207.00
LOWE	CLINTON	POLICE OFFICER	THIRD DISTRICT	12/21/83	299.95
MACK	DONALD N	POLICE OFFICER	SECOND DISTRICT	5/03/84	294.00
MAGNUS	SHEILA	POLICE OFFICER	FOURTEENTH DISTRICT	7/14/84	233.50
MAIER	JOHN J	POLICE OFFICER	INTERSECTION CONTROL UNIT	7/21/84	212.50
MAJCEN	ANTON J	POLICE OFFICER	TWENTY-FIRST DISTRICT	6/10/84	132.00
MALONEY	ROBERT E	POLICE OFFICER	ENFORCEMENT SECTION	5/04/83	612.00
MARCZAK	CHESTER J	POLICE OFFICER	SPECIAL OPERATIONS GROUP-WEST	7/15/84	161.50
MARIAN	ROBERT T	POLICE OFFICER	NINETEENTH DISTRICT	4/27/84	126.00
MARRELLO	WENDY S	POLICE OFFICER	EIGHTEENTH DISTRICT	7/30/84	76.75
MARTINEZ	THOMAS	POLICE OFFICER	TWENTIETH DISTRICT	4/17/84	65.85
MARTINEZ	THOMAS	POLICE OFFICER	TWENTIETH DISTRICT	7/06/84	74.05
MAYFIELD	MADISON	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVIST	5/11/84	160.00
MCCLORY	WAYNE L	POLICE OFFICER	SIXTEENTH DISTRICT	6/20/84	151.00
MCGANN	THOMAS	POLICE OFFICER	ELEVENTH DISTRICT	6/29/84	132.50
MCHUGH	JOHN P	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/14/84	68.10
MCKEEVER	MAUREEN	POLICE OFFICER	SIXTH DISTRICT	7/18/84	88.00
MCMAHON	RICHARD	POLICE OFFICER	THIRTEENTH DISTRICT	6/21/84	121.00
MCNAMARA	JOHN	POLICE OFFICER	FIFTEENTH DISTRICT	6/17/84	606.00
MICHAELS	JAMES V	POLICE OFFICER	SPECIAL OPERATIONS GROUP-WEST	7/15/84	134.50
MICHALEK	MICHAEL	POLICE OFFICER	TWENTIETH DISTRICT	5/12/84	135.00
MINGEY	EDWARD	SERGEANT	GANG CRIMES ENFORCEMENT DIVISI	3/07/84	96.75
MITSUOCHI	ANITA M	POLICE OFFICER	FOURTEENTH DISTRICT	7/10/83	95.00
MIZERA	EDWARD G	POLICE OFFICER	ELEVENTH DISTRICT	7/24/84	81.00
MIZULA	MARK	POLICE OFFICER	SEVENTEENTH DISTRICT	4/18/84	25.00
MOLITOR	JOSEPH	POLICE OFFICER	SIXTEENTH DISTRICT	7/07/84	57.00
MORLAND	CLIFFORD	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/27/84	177.00
MOSLEY	DALE	POLICE OFFICER	SIXTH DISTRICT	6/22/84	224.00
MOYER	MICHAEL	POLICE OFFICER	THIRTEENTH DISTRICT	7/23/84	75.00

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PROGRAM--PER070

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/31/84

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
NERE	ALEXANDER	POLICE OFFICER	DETECTIVE DIV AREA 5 PROPERTY	7/27/84	137.50
NESSLING	DANIEL P	POLICE OFFICER	ELEVENTH DISTRICT	6/23/84	203.00
NOWELLS	STEPHAN	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	4/11/84	152.00
OBRIEN	JOSEPH P	POLICE OFFICER	EIGHTH DISTRICT	6/10/84	96.80
OBRIEN	KEVIN	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/16/84	37.00
OCONNOR	JOHN L	POLICE OFFICER	FIRST DISTRICT	7/24/84	156.50
OCONNOR	MARY C	POLICE OFFICER	EIGHTEENTH DISTRICT	7/13/84	89.75
OCONNOR	TIMOTHY	POLICE OFFICER	NARC LAW ENFORCEMENT	6/08/84	189.00
PALIKIJ	LOUIS M	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVIST	7/02/84	30.00
PALMER	OTTO	POLICE OFFICER	NINTH DISTRICT	6/13/84	35.00
PARELLO	DENNIS J	POLICE OFFICER	FIRST DISTRICT	7/26/84	47.50
PECK	JAMES P	POLICE OFFICER	ELEVENTH DISTRICT	6/18/84	191.50
PETERSON	RICHARD	POLICE OFFICER	SEVENTEENTH DISTRICT	6/19/84	113.00
PEYRONET	ROBERT	POLICE OFFICER	MOUNTED UNIT	6/07/84	190.50
PUCIASK	ANTHONY G	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/19/84	137.50
PUE	CHARLES	POLICE OFFICER	EIGHTH DISTRICT	6/28/84	122.00
PUNTARELLI	GEORGE	SERGEANT	TWENTY-THIRD DISTRICT	4/25/84	59.00
PUSATERI	CHARLES A	POLICE OFFICER	FIFTEENTH DISTRICT	6/24/84	167.00
RAITANO	JOSEPH S	POLICE OFFICER	FOURTEENTH DISTRICT	6/22/84	106.00
RAPIEN	LAWRENCE	POLICE OFFICER	FIFTH DISTRICT	5/11/84	469.60
REAPE	JOHN G	POLICE OFFICER	NINTH DISTRICT	7/12/84	47.50
REGNIER	RICHARD	POLICE OFFICER	FIFTH DISTRICT	7/22/84	127.93
REID	GERALD	POLICE OFFICER	ELEVENTH DISTRICT	6/20/84	79.00
REINI	JAMES P	POLICE OFFICER	TWENTIETH DISTRICT	4/06/84	58.75
RIORDAN	JOHN E	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/29/84	100.00
RODGERS	MICHAEL	POLICE OFFICER	EIGHTEENTH DISTRICT	6/22/84	82.50
RODRIGUEZ	JOSE	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVIST	6/06/84	83.00
ROSSI	NICK JR	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/29/84	270.00
ROWAN	RICHARD J	POLICE OFFICER	NARCOTIC GENERAL ENFORCEMENT	5/02/84	110.50
RUSSELL	ROBERT	POLICE OFFICER	NINTH DISTRICT	3/12/84	35.00
SALAT	ARTHUR J	POLICE OFFICER	SIXTEENTH DISTRICT	5/09/84	272.75
SANDERS	ERIC	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/29/84	338.50
SCHAEFER	RUSSELL O	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	6/05/84	110.25
SCHAFFER	JOHN E	POLICE OFFICER	MOUNTED UNIT	5/14/84	144.00
SCHILLEN	JOHN L	SERGEANT	THIRTEENTH DISTRICT	6/29/84	30.00
SCHULD	JOHN	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	6/02/84	431.00
SELLERS	KENNETH	SERGEANT	NINTH DISTRICT	6/30/84	195.00
SHANNON	CAD	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	6/05/84	88.00
SOLHEIM	DAVID L	POLICE OFFICER	EIGHTEENTH DISTRICT	7/11/84	203.00
SQUILLACI	DOMINIC M	POLICE OFFICER	FIRST DISTRICT	5/11/84	887.25
STAHULAK	DENNIS J	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/03/84	89.50
STANNISH	MICHAEL	POLICE OFFICER	FOURTH DISTRICT	6/17/84	202.45
STEHLIK	JOSEPH	POLICE OFFICER	YOUTH DIVISION AREA ONE	7/13/84	159.65
STEPHAN	DAVID	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/26/84	171.29
STEPHAN	DAVID	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/19/84	81.71
SUCHY	JOHN	POLICE OFFICER	FIFTH DISTRICT	5/24/84	247.10
SULLIVAN	THEODORE	POLICE OFFICER	EIGHTEENTH DISTRICT	7/22/84	89.00
SZECH	RONALD	POLICE OFFICER	TWENTIETH DISTRICT	6/05/84	134.50
TAPKOWSKI	ROMAN S	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVIST	6/13/84	1091.00

REPORT DATE 10/3[illegible]
PROGRAM--PE0070

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********** EMPLOYEE **********	**********	********** RANK **********	********** UNIT OF ASSIGNMENT **********	DATE EMPLOYED	VOUCHER TOTAL
TAYLOR	[illegible]	POLICE OFFICER	[illegible]	7/31/84	459.00
TOLIVER	[illegible]	POLICE OFFICER	[illegible]	5/31/84	267.00
TOUSSAS	[illegible]	POLICE OFFICER	[illegible]	6/30/84	53.00
TOVO	[illegible]	POLICE OFFICER	[illegible]	5/31/84	4439.20
TREACY	[illegible]	POLICE OFFICER	[illegible]	1/17/84	37.00
TULLIS	[illegible]	POLICE OFFICER	[illegible]	7/22/84	145.20
UNDERWOOD	[illegible]	POLICE OFFICER	[illegible]	6/11/84	89.50
VALADIVIA	[illegible]	POLICE OFFICER	[illegible]	7/12/84	132.75
VALLES	[illegible]	POLICE OFFICER	[illegible]	7/21/84	153.00
VANCURA	[illegible]	POLICE OFFICER	[illegible]	7/22/84	100.75
VOIGHT	WILLIAM [illegible]	POLICE OFFICER	[illegible]	6/27/84	114.75
VOLPI	[illegible]	POLICE OFFICER	[illegible]	5/31/84	142.00
VOSNOS	[illegible]	POLICE OFFICER	[illegible]	5/23/84	25.00
VRIES	[illegible]	POLICE OFFICER	[illegible]	1/14/84	18.00
WADLINGTON	[illegible]	POLICE OFFICER	[illegible]	5/23/84	150.00
WAGNER	WILLIAM J	POLICE OFFICER	[illegible]	7/04/84	55.00
WALKER	[illegible]	POLICE OFFICER	[illegible]	5/17/84	120.00
WALSH	[illegible]	POLICE OFFICER	[illegible]	5/17/84	101.25
WASHINGTON	[illegible]	POLICE OFFICER	[illegible]	5/24/84	77.00
WATERS	[illegible]	POLICE OFFICER	[illegible]	6/22/84	111.00
WATZKE	[illegible]	POLICE OFFICER	[illegible]	6/07/84	154.50
WEAVER	[illegible]	POLICE OFFICER	[illegible]	5/15/84	517.00
WILLIAMS	[illegible]	POLICE OFFICER	[illegible]	5/24/84	294.50
WILLIAMS	[illegible]	POLICE OFFICER	[illegible]	7/10/84	45.00
WINS	[illegible]	POLICE OFFICER	[illegible]	6/24/84	120.00
WOJCIECHOWSKI	[illegible]	POLICE OFFICER	[illegible]	5/15/84	97.00
WOLF	[illegible]	POLICE OFFICER	[illegible]	5/25/84	230.00
WYNN	[illegible]	POLICE OFFICER	[illegible]	6/16/84	184.00
ZAVOLOKOFF	[illegible]	POLICE OFFICER	[illegible]	7/31/84	114.00
BALZANO	DANIEL	FIREFIGHTER	FIRE PREVENTION	6/04/84	598.00
BRANNIGAN	MICHAEL	FIREFIGHTER	ENGINE COMPANY 77	8/13/84	241.00
CARBOL	DOUGLAS JR.	FIREFIGHTER	UNKNOWN	7/17/84	167.00
DANZY	MICHAEL	LIEUTENANT	TRUCK 4	7/31/84	110.50
DELANEY	DAVID W	FIREFIGHTER	ENGINE COMPANY 57	7/30/84	157.00
DOHERTY	KEVIN	CAPTAIN	ENGINE COMPANY 20	7/05/84	108.00
FURLONG	JAMES F	FIREFIGHTER	TRUCK 55	6/06/84	63.00
GRUNAUER	MARK	FIREFIGHTER	ENGINE COMPANY 77	8/13/84	267.00
GUZMAN	CESAR	FIREFIGHTER	ENGINE COMPANY 35	8/05/84	83.50
JACKSON	RUFUS	FIREFIGHTER	ENGINE COMPANY 113	7/07/84	100.60
JOHNSON	MARVIN	FIREFIGHTER	TRUCK 11	7/17/84	41.00
KAPPEL	KENNETH J	FIREFIGHTER	ENGINE COMPANY 54	10/22/83	85.00
KELLY	JOHN	LIEUTENANT	ENGINE COMPANY 78	1/11/84	90.00
KING	ROBERT	PARAMEDIC	AMBULANCE 5	6/21/84	66.32
KNOTT	STEVE	PARAMEDIC	AMBULANCE 33	7/15/84	109.00
KOCH	JEROME	FIREFIGHTER	TRUCK 14	8/12/84	197.00
KUSSMANN	DONALD	FIREFIGHTER	ENGINE COMPANY 1/42	8/13/84	39.50
LEONARD	JOHN	FIREFIGHTER	TRUCK 22	7/26/84	1503.75
MACEK	ROBERT	PARAMEDIC	AMBULANCE 16	7/15/84	53.00
MAROLDA	JOHN	CAPTAIN	ENGINE COMPANY 77	8/13/84	461.00

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				DATE	VOUCHER
[illegible]					
MCCANN	J [illegible]	[illegible]	[illegible]	9/25/84	55.00
MCDONALD	[illegible]	[illegible]	[illegible]	9/03/84	133.01
MEGUTTO	J [illegible]	[illegible]	[illegible]	9/17/84	154.50
MOSER	[illegible]	[illegible]	[illegible]	9/21/84	95.00
OCONNOR	[illegible]	[illegible]	[illegible]	9/21/84	30.00
PISANO	[illegible]	[illegible]	[illegible]	1/13/84	241.00
PITOLL	[illegible]	[illegible]	[illegible]	6/25/84	37.21
PARKER	[illegible]	[illegible]	[illegible]	7/27/84	145.00
PRETZEL	[illegible]	[illegible]	[illegible]	9/21/84	75.00
SCHAEFER	[illegible]	[illegible]	[illegible]	6/11/84	754.95
SIMMONS	PAUL	[illegible]	[illegible]	9/17/84	94.50
SKURKACZEWSKI-LOUGHLEY	[illegible]	[illegible]	[illegible]	5/07/84	37.00
STANKUS	[illegible]	PARAMEDIC	AMBULANCE 5	6/21/84	54.21
VONDERGEN	[illegible]	[illegible]	[illegible]	7/23/84	89.00
WALLER	[illegible]	[illegible]	[illegible]	1/21/84	35.00
WOJTECKI	[illegible]	[illegible]	[illegible]	6/27/84	108.21

REPORT DATE 10/30/84
PROGRAM--PER070

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/31/84

THIRD PARTY ORDERS

********** EMPLOYEE NAME **********	******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ALTOBELLE	DENNIS	POLICE OFFICER	SEVENTEENTH DISTRICT	6/14/84	550.90
BURKE	ROGER	POLICE OFFICER	ENFORCEMENT SECTION	12/06/80	50.00
CAMPBELL	WAYNE C	POLICE OFFICER	FIFTH DISTRICT	2/08/82	4719.55
CHEVALIER	MICHAEL F	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/06/84	109.00
CONDON	LEROY J	POLICE OFFICER	CENTRAL INVESTIGATION UNIT	2/01/84	130.00
CUNAN	GERALD	POLICE OFFICER	THIRD DISTRICT	11/28/80	1521.00
CUYNE	JOHN C	POLICE OFFICER	TENTH DISTRICT	5/29/81	314.60
DELOUGHERY	JOHN J	POLICE OFFICER	ENFORCEMENT SECTION	4/11/84	211.60
ELLIOTT	JAMES S	POLICE OFFICER	DETECTIVE DIV AREA 4 ADMINISTR	6/30/34	352.00
GIERUT	THOMAS J	POLICE OFFICER	ELEVENTH DISTRICT	5/03/84	150.00
GUHRSCH	LEO J	POLICE OFFICER	EIGHTEENTH DISTRICT	6/27/84	407.50
KENLIPP	ARTHUR J	POLICE OFFICER	EIGHTH DISTRICT	5/20/84	747.00
KOSTRZEWA	KENNETH	POLICE OFFICER	FIFTEENTH DISTRICT	1/05/82	779.00
LASKERO	JOSEPH	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/10/84	185.50
LEVILLE	HUGH	POLICE OFFICER	YOUTH DIVISION AREA SIX	2/15/84	629.97
LEWIS	MARVELL	POLICE OFFICER	SECOND DISTRICT	7/12/84	230.50
LITTLE	WILLIAM J	POLICE OFFICER	EIGHTEENTH DISTRICT	4/20/84	1325.50
LONGOS	JUDY	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	7/20/84	244.25
LOPEZ	RICARDO	POLICE OFFICER	THIRTEENTH DISTRICT	10/08/83	220.00
MARSACA[redacted]	RUSS H	POLICE OFFICER	FOURTEENTH DISTRICT	5/28/84	237.00
MCCLO[redacted]	WAYNE L	POLICE OFFICER	SIXTEENTH DISTRICT	2/25/83	75.00
MICELI[redacted]	MARY	POLICE OFFICER	SEVENTEENTH DISTRICT	7/20/84	186.98
MUTH[redacted]	WALTER G	POLICE OFFICER	NINTH DISTRICT	6/26/84	225.00
ODONN[redacted]	JAMES G	POLICE OFFICER	TWENTIETH DISTRICT	7/24/84	255.00
PALUC[redacted]	CHRISTOPHER C	POLICE OFFICER	SECOND DISTRICT	6/12/84	74.00
PAVIC[redacted]	MICHAEL	POLICE OFFICER	ENFORCEMENT SECTION	12/11/83	4550.76
RAPAC[redacted]	SILVIA M	POLICE OFFICER	PREVENTIVE PROGRAMS DIVISION	7/10/84	357.00
RICKS[redacted]	RAYNOR J	POLICE OFFICER	CRIME LABORATORY DIVISION	7/08/84	142.50
ROGERS	WILLIAM A	POLICE OFFICER	FIRST DISTRICT	5/09/84	507.30
RUSINSKAS	ROBERTA	POLICE OFFICER	SIXTH DISTRICT	7/06/84	87.00
SCOTT	WILLIE R	POLICE OFFICER	FIFTEENTH DISTRICT	7/01/84	77.00
SEKERKA	JOHN	POLICE OFFICER	SEVENTEENTH DISTRICT	2/25/83	698.20
SHAUGHNESSY	EDWARD P	POLICE OFFICER	YOUTH DIVISION AREA FOUR	7/15/84	360.00
SHINNERS	RICHARD J	POLICE OFFICER	TWENTY-FIRST DISTRICT	6/18/84	83.50
SNIEG	DENNIS J	POLICE OFFICER	SIXTEENTH DISTRICT	7/10/84	2294.76
STRAZA	WAYNE M	POLICE OFFICER	RESEARCH AND DEVELOPMENT DIVIS	6/26/84	313.00
STREETS	PARTEE	POLICE OFFICER	SIXTH DISTRICT	5/25/84	469.75
SUCHARSKI	JOHN M	POLICE OFFICER	FIFTH DISTRICT	7/07/84	453.50
TAYLOR	LEWIS	POLICE OFFICER	SIXTH DISTRICT	6/02/84	120.00
WALSH	THOMAS E	POLICE OFFICER	EIGHTH DISTRICT	5/20/84	827.00
WERNER	JOHN W	POLICE OFFICER	EIGHTEENTH DISTRICT	6/27/84	293.00
WILLIAMS	ERNEST L	POLICE OFFICER	FIFTH DISTRICT	2/03/84	259.80
WILLIAMS	NICHOLAS P	POLICE OFFICER	FIFTH DISTRICT	2/03/84	293.70
WINTERS	NORMAN W	POLICE OFFICER	SIXTEENTH DISTRICT	7/10/84	5204.88
ZBELLA	JAMES F	POLICE OFFICER	FIRST DISTRICT	7/30/84	314.95
ZOLLER	FRANCIS R	POLICE OFFICER	TWENTY-SECOND DISTRICT	6/08/84	224.75

(Continued from page 10256)

To the President and Members of the City Council:

Your Committee on Finance to which was referred an ordinance authorizing the execution of an amended/restated redevelopment agreement and contract for the sale of land with Libra Partners/Americana/Urban Venture, said land is known as Block 16 in the North Loop Project and is bounded by State Street, Wacker Drive, Lake Street and Dearborn Street, Sale Price of Land: $11,000,000 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) EDWARD M. BURKE,
Chairman.

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

WHEREAS, The sale of Block 16 in the North Loop Redevelopment Area to Libra Partners/Americana/Urban Venture (the "Developer") and the execution of a restated redevelopment agreement was approved by the City Council on June 20, 1984; and

WHEREAS, This restated redevelopment agreement provided for the conveyance of Block 16 no later than September 30, 1984; and

WHEREAS, Developer failed to purchase Block 16 by September 30, 1984; and

WHEREAS, At its meeting on October 16, 1984, the Commercial District Development Commission, by Resolution No. 84-CDDC-38, approved the amended/restated redevelopment agreement of Block 16 in the North Loop Redevelopment Area; now, therefore,

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

SECTION 1. The City Council of the City of Chicago authorizes and approves the sale of the land as recommended by the Commercial District Development Commission to Libra Partners/Americana/Urban Venture for redevelopment in accordance with the uses set forth in the revised redevelopment proposal as follows:

Area	Total Price
Block 16: Wacker State, Lake, Dearborn	$11,000,000

The appropriate site area is 100,692.6 square feet, and the approximate unit price, therefore, is $109,24.

SECTION 2. The Mayor is authorized to execute and the City Clerk to attest to an amended restated redevelopment agreement in the form of a contract with Libra Partners/Americana/Urban Venture substantially in the form attached hereto for the sale and redevelopment of said tract.

SECTION 3. The ordinance adopted by the City Council on June 20, 1984, approving the sale of Block 16 to Libra Partners/Americana/Urban Venture, is hereby superceded.

SECTION 4. In the event that the contract is not executed pursuant to and in compliance with the terms and the time frame set forth in the amended/restated redevelopment agreement, all negotiations between the City of Chicago and the developer shall terminate.

SECTION 5. This ordinance shall be effective immediately upon passage and approval.

[Restated Redevelopment Agreement printed on pages 10265 thru 10378 of this Journal.]

LEVY OF TAXES FOR BOARD OF EDUCATION FOR FISCAL YEAR 1984-1985.

The Committee on Finance submitted a report which was, on motion of Alderman Cullerton and Alderman Pucinski, *Deferred* and ordered published.

[For subsequent parlimentary action and full contents of ordinance, please refer to the MISCELLANEOUS BUSINESS section of this Journal.]

Placed on File -- RESOLUTION FROM THE FIREMEN'S ANNUITY AND BENEFIT FUND.

The Committee on Finance submitted a report recommending that the City Council *Place on File* a resolution from the Firemen's Annuity and Benefit Fund of Chicago certifying the sum required to be levied for the purposes of this fund for the year 1985.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and said resolution and report were *Placed on File*.

RESTATED
REDEVELOPMENT AGREEMENT AND
CONTRACT FOR SALE OF LAND
NORTH LOOP
BLOCK 16

This restated Agreement, originally dated as of February 18, 1983 and restated and amended as of September 30, 1984 is made by and between the City of Chicago, a public body corporate, having its offices at City Hall, 120 North LaSalle Street, Chicago, Illinois 60602 (the "City"), and Libra Partners/ Americana/Urban Venture (the "Purchaser"), having its principal office at Suite 2100, 333 W. Wacker Dr., Chicago, Illinois 60606.

CERTAIN DEFINITIONS

For all purposes of this Agreement, each of the following terms shall have the respective meaning assigned to it as follows:

Closing Date: The date specified in Paragraph 2 below.

Commission: The Commercial District Development Commission established by the City as set forth in Chapter 15.1 of the Chicago Municipal Code (see Recital A).

Commissioner: The Commissioner of the Department of Planning of the City or other person designated by the Mayor of the City.

Complete: The substantial completion of the Improvements or a portion thereof as the context requires. For the

purpose of this definition, the Hotel/Retail Building will be considered substantially complete when (i) the hotel facility and all public areas and the pedestrian access facilities (except the pedestrian "bridge" across Dearborn Street and the transit station space required under Paragraphs 5(a) and 5(b) below) described in Paragraph 5 below are substantially finished (subject to insubstantial incomplete matters such as the correction of "punch list items") and ready for beneficial use and occupancy for the purpose intended, (ii) all in-kind contributions referred to in Paragraph 7 below, if any, are substantially finished (subject to insubstantial incomplete matters such as the correction of "punch list items") and ready for beneficial use and occupancy by a hotel operator for the purpose intended, or binding contracts or obligations therefor in form and content reasonably satisfactory to the Commissioner have been delivered by the Purchaser to the City and (iii) the "shell and core" for the retail areas and transit facility referred to in Paragraph 5 below are substantially finished (but subject to insubstantial incomplete matters such as the correction of "punch list items") and ready for the installation of "tenant finishing work." For the purpose of this definition, the Office Tower will be substantially complete when the "shell and core" thereof are substantially finished (subject to insubstantial incomplete matters such as the correction of "punch list items") and ready for the installation of "tenant finishing work." This definition of "Complete" also is applicable to other forms of the word "complete", such as "Completion" and "Completed", as used in this Agreement.

Completion Certificate: The certificates to be given by the City pursuant to Paragraph 11 below.

Deed: The deed to be delivered to the Purchaser by the City pursuant to Paragraph 2(a) below.

Development Costs: All costs, expenses and expenditures incurred or anticipated to be incurred for the acquisition of the Site and for the planning, development and construction of the Improvements, including, but not limited to, the Purchase Price, loan fees, interest on construction and interim loans, real estate taxes, amounts paid to contractors and tradesmen for labor and materials, and all other construction costs, cost of "building standard tenant work," costs of relocating utilities and other site work, hotel "pre-opening" expenses, amounts paid for fixtures, machinery, equipment and furnishings of all types and kinds, architects' fees, surveyors' fees, attorneys' fees, permit fees, all brokers' and leasing commissions and tenant inducements and tenant allowances paid or payable within ninety (90) days after the date of Completion, management fees, consultants' fees, construction manager's fees, heat, electricity, fuel, and insurance.

Hotel/Retail Building: All the Improvements except the Office Tower.

Improvements: All of the improvements to be constructed as shown in the drawings, plans and specifications approved by the City in accordance with Paragraph 9 below.

Notices: See Paragraph 21.

Office Tower: That portion of the Improvements to be constructed for and devoted to offices.

Permitted Delays: With respect to the Purchaser's obligation regarding the construction of Improvements, any delay caused by damage or destruction by fire or other casualty, accident, strike, shortage of labor or material, unusually adverse weather condition, failure of the City to enact within the prescribed time period the Planned Development ordinance referred to in Paragraph 6 below and other like, or unlike, event or condition beyond the reasonable control of the Purchaser which in fact interferes with the ability of such Purchaser to demolish or construct Improvements. With respect to the City's ability to convey and transfer the Site to Purchaser or to perform its other obligations under this Agreement, any delay resulting from the conduct of any judicial, administrative or legislative proceeding or caused by litigation or by proceedings challenging the authority or right of the City to act under the Redevelopment Documents or perform under this Agreement or challenging the authority of the City to acquire the Site. The City shall diligently contest any such proceedings and any appeals therefrom. With respect to the Purchaser's obligations to close the Purchase of the Site or construct the Improvements in accordance with this Agreement, any delay resulting from the conduct of any judicial, administrative or legislative proceeding or caused by litigation or by proceedings challenging the authority or right of the Purchaser (except proceedings or litigation brought, instituted or maintained by

shareholders, members, beneficiaries, partners or other persons or entities having an ownership interest in Purchaser whether direct or indirect or through other entities and its or their affiliates) to act under the Redevelopment Documents or to perform under this Agreement. The City may settle a contested proceeding at any point, so long as the settlement results in the City's ability to perform pursuant to this Agreement and so long as any such settlement does not impose additional obligations on Purchaser or increase its obligations under this Agreement.

Permitted Encumbrances: (i) the Redevelopment Documents, (ii) the covenants, restrictions and liens set forth in the Deed, (iii) general real estate taxes not then due, (iv) title objections created, suffered or caused by Purchaser, and (v) utility easements in the right-of-way of former Haddock Place.

Project: The North Loop Redevelopment Project set forth in the Redevelopment Documents (see Recital A) as such project may be revised from time to time by the City, provided that no such revision shall alter the use of the Site for the purposes contemplated by this Agreement or substantially increase the Development Costs or delay the construction of the Improvements.

Purchase Price: The amount specified in Paragraph 1 below.

Redevelopment Documents: (a) The redevelopment plan for the Project approved by the Commission on March 20, 1979,

and, as revised, approved by the Commission on October 12, 1982 which plan was approved by the City Council as stated in Recital A, (b) the North Loop Guidelines for Conservation and Redevelopment approved by the Commission on March 31, 1981, approved and revised by the Chicago Plan Commission on May 14, 1981 and, as so revised, approved by the City Council on October 22, 1981. The guidelines were further revised by the Commission on October 12, 1982 and, as so further revised, approved by the Chicago Plan Commission on October 14, 1982 and, with additional revisions, approved by the City Council on October 27, 1982 and (c) the North Loop Tax Increment Redevelopment Area Redevelopment Plan and Project (January, 1984 revised April, 1984) approved by the City Council on June 20, 1984. The Redevelopment Documents include any revision in such plan and guidelines made from time to time by the City provided that no such revision shall alter the use of the Site for the purposes contemplated by this Agreement or substantially increase the Development Costs or delay the construction of the Improvements.

Site: The block bounded by West Wacker Drive, West Lake, North Dearborn and North State Streets, as more fully described in Exhibit "A" attached hereto.

INTRODUCTORY STATEMENT (RECITALS)

A. Pursuant to the home rule powers granted in the Constitution of the State of Illinois, the City established the Commercial District Development Commission as set forth in Chapter 15.1 of the Municipal Code of the City of Chicago. In

furtherance of the objectives of such ordinance, the Commission on March 20, 1979, designated the Project as a blighted commercial area and on March 20, 1979, approved a Redevelopment Plan for the North Loop. The blighted commercial area designation was approved by the Chicago City Council, pursuant to an ordinance duly adopted on March 28, 1979 and the Redevelopment Plan was approved by the Chicago City Council pursuant to an ordinance duly adopted on March 28, 1979, and as revised, was approved by an ordinance adopted on October 27, 1982.

B. Pursuant to a Request for Proposals (the "RFP") advertised beginning November 1, 1982, the City announced that the Site would be available for sale and redevelopment, and the Purchaser responded thereto with a proposal which led to a Redevelopment Agreement and Contract for the Sale of Land, North Loop, Block 16, dated as of February 18, 1983 (the "Original Redevelopment Agreement").

C. The City and the Purchaser desire to amend and modify the Original Redevelopment Agreement and to restate the terms thereof, all as more fully set forth in this Agreement.

D. The Redevelopment Documents set forth the City's overall objectives for the Project and set forth certain specific planning and design criteria for the Site.

E. Purchaser desires to purchase and redevelop the Site in accordance with this Agreement and the Redevelopment Documents.

F. The State of Illinois has adopted tax increment financing pursuant to the Real Property Tax Increment Allocation

Redevelopment Act of the State of Illinois, Chapter 24, Section 11-74.4-1 et seq., Illinois Revised Statutes, as amended (hereinafter referred to as the "Act"), said Act becoming effective January 10, 1977.

G. In 1981 the City issued $55,000,000 of general obligation anticipation notes and, pursuant to the enabling ordinance, the proceeds of said notes were used for the payment of redevelopment costs, as said costs are defined under the Act, in anticipation of the adoption of tax increment financing pursuant to said Act.

H. In 1982, the City issued $65,000,000 of general obligation bonds to pay the principal of and the final interest payment on the bond anticipation notes and in order to finance redevelopment project costs.

I. The City has adopted a Redevelopment Plan and Project for the North Loop Tax Increment Redevelopment Area pursuant to the Act.

J. The City contemplates enacting an ordinance authorizing the issuance and retirement of bonds by tax increment financing as provided by the Act.

K. The Purchaser acknowledges that the implementation of the program described in the Redevelopment Documents will be of benefit to the Purchaser in developing the Development Site as contemplated by this Agreement, and as an inducement to the City to enter into this Agreement, the Purchaser commits to cooperate with the City and fulfill the Purchaser's undertakings described in Paragraphs 23, 24, 25, 26 and 27 of this Agreement to further the goals and objectives contemplated

by the pending tax increment financing proposed by the City covering the Site and surrounding areas in the Project.

L. The City acknowledges receipt of the sum of $250,000 due the City pursuant to the Original Redevelopment Agreement, and the Purchaser acknowledges that no part thereof is refundable to the Purchaser or is to be a credit to the Purchaser.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the City hereby agrees to sell the Site and Purchaser hereby agrees to purchase the Site all on the terms and conditions set forth in this Agreement as follows:

1. Purchase Price. Purchaser shall pay to the City the sum of eleven million dollars ($11,000,000), subject to the credit in Paragraph 3(b) below of $300,000, as the purchase price for the Site (the "Purchase Price").

2. Closing and Closing Documents. (a) Subject to Permitted Delays and subject to the right of Purchaser to continue the closing to a later date as provided below in this Paragraph 2, the closing for the Site shall take place on or before the seventh (7th) day of the fourth (4th) month after the date hereof or on such date to which it may be extended by Purchaser as permitted below in this Paragraph 2, (the "Closing Date"). The closing shall be held at the offices of the Commercial District Development Commission, Room 1000 of City Hall, or at such other place upon which the Commissioner and the Purchaser may mutually agree. At the closing, the following shall be delivered to Purchaser:

(i) A Quit Claim Deed (the "Deed") in the form of Exhibit "B" attached hereto conveying to Purchaser good and merchantable title in fee simple to the Site free and clear of all liens, encumbrances and title exceptions other than Permitted Encumbrances;

(ii) Completed City, County and State Real Estate Transfer Declarations, signed by the City, in the form required by law; and

(iii) A commitment for ALTA Owner's Title Insurance Policy, with "extended coverage," issued in favor of Purchaser by a title insurance company doing business in Cook County, Illinois reasonably acceptable to Purchaser ("Title Company"), in the amount of the Purchase Price showing good and merchantable title to the Site to be in the City, subject only to Permitted Encumbrances; provided however, Purchaser shall pay the premiums charged for "extended coverage" and shall in a timely manner provide to the Title Company, at Purchaser's expense, the survey of the Site required to obtain such a commitment.

(b) At the closing, Purchaser shall pay the Purchase Price to the City, less any credits due Purchaser referred to below in this Paragraph 2 and Paragraph 3 below, by certified or cashier's check or, upon prior approval of the Commissioner, by wire transfer of funds to the City's bank account, and

(c) Exclusive possession of the Site shall be delivered to Purchaser concurrently with the closing.

(d) There will be no prorations. The City shall cause all real estate taxes and other impositions for all periods prior to the later of the (i) Closing Date or (ii) date the Deed is recorded to be paid, their collection enjoined or to be otherwise discharged, and Purchaser shall be responsible for and pay all general real estate taxes accruing after the Closing Date or the date the Deed is recorded, whichever is later.

(e) Purchaser may extend the day of closing from the date referred to in Paragraph 2(a) above to a date not later than the last day of the sixth (6th) month after the date of this Agreement upon complying with the following:

(i) not later than the fifteenth (15th) day of the third (3rd) month after the date hereof, Purchaser has given the City written notice of its intention to so extend the day of closing setting forth the new day of closing accompanied by a written report describing the Purchaser's progress to that date in developing the Improvements together with copies of the then existing drawings for the Improvements which shall be consistent with the Approved Schematics;

(ii) not later than the seventh (7th) day of the fourth (4th) month after the date hereof, Purchaser has provided to the City a copy of a firm commitment or other form of agreement with or from a hotel operating company in form and content approved by the City (which approval shall not be unreasonably withheld

or delayed) binding the hotel company to furnish development services for the hotel contemplated by this Agreement, to the management thereof and to participation in the equity required, if any, therefor.

(iii) on the seventh (7th) day of the fourth (4th) month after the date hereof, Purchaser delivers to the City a cashier's or certified check for two hundred fifty thousand dollars ($250,000).

(f) In the event Purchaser extends the day of closing as permitted by subparagraph (e) above, and although thereafter it complies with the requirements of closing by such extended date, the Purchaser shall receive no credit for such two hundred fifty thousand dollars ($250,000); provided however, if the extended Closing Date is on a day prior to the last day of the sixth (6th) month after the date hereof, then the Purchaser shall receive a credit of two thousand seven hundred seventy eight dollars ($2,778) against the Purchase Price for each day in the period between such last day of such sixth (6th) month and the date on which the transaction contemplated by this Agreement is consummated.

3. Deposit. (a) Purchaser has deposited with the City as earnest money four hundred thousand dollars ($400,000) in cash and shall deposit with the City, on or before the seventh (7th) day of the fourth (4th) month after the date hereof irrevocable letters of credit substantially in the form of Exhibit "C" attached hereto in the total amount of five

hundred thousand dollars ($500,000); ~~such cash and letters of~~ credit are hereinafter referred to as the "Security Amount".

(b) In the event the closing of the transaction occurs as permitted by this Agreement (whether on the original or extended date), three hundred thousand ($300,000) of such four hundred thousand dollars ($400,000) cash deposit shall be a credit to the Purchaser at the closing; the balance thereof of one hundred thousand dollars ($100,000) to be retained by the City as additional Purchase Price.

(c) If the City is prepared and able to close and the purchase of the Site by the Purchaser under this Agreement is not closed on the Closing Date, or any continued Closing Date, because of a default on the part of Purchaser under this Agreement, the City shall retain such cash deposit of four hundred thousand dollars ($400,000) referred to in subparagraphs 3(a) and 3(b) above as liquidated damages and the City shall promptly return the remaining Security Amount of five hundred thousand dollars ($500,000) of letters of credit, if such are in the City's possession, to the Purchaser upon Purchaser's written request therefor acknowledging such default. If the purchase of the Site by Purchaser shall fail to close for any reason other than a default by the Purchaser, then upon the demand of Purchaser, the City shall promptly return the entire Security Amount to Purchaser without prejudice to Purchaser's rights under Paragraph 20 below.

(d) If the transaction contemplated by this Agreement closes, that portion of the Security Amount represented by

letters of credit for five hundred thousand dollars ($500,000) shall be held by the City until a Completion Certificate for the Office Tower is given by the City. Such letters of credit being held by the City until a Completion Certificate for the Office Tower is given by the City shall be renewed by the Purchaser not less than thirty (30) days prior to expiration thereof, from time to time, until such letters of credit are either drawn upon or otherwise used by the City or returned to Purchaser.

(e) If the transaction contemplated by this Agreement is closed:

(i) and if the Hotel/Retail Building is not Completed by the date specified in Paragraph 10 below, subject to Permitted Delays, the City shall draw upon such five hundred thousand dollars ($500,000) in letters of credit and retain the proceeds thereof as liquidated damages for such default at the rate of two thousand seven hundred thirty nine dollars ($2,739) for each day or portion thereof that the Hotel/Retail Building is not Complete. In addition, subject to Permitted Delays, if the Hotel/Retail Building is not Completed within six (6) months after the date specified in Paragraph 10, then, Purchaser shall pay to the City eight thousand one hundred eighty six dollars ($8,186) for each day after such six (6) month period that the Hotel/Retail Building is not so Completed as liquidated damages

for such default to compensate the City for the loss of benefits to the City by reason of such structure not being Completed. Such possible liquidated damages of $8,186 per day shall be paid to the City on the last day of each month in which such liquidated damages accrue. The City shall have a lien on the Site and the Improvements, reserved to it in the Deed, to secure such possible liquidated damages of $8,186 per day; provided however, (y) upon request of the holder or prospective holder of any mortgage permitted under Paragraph 14 below, the City shall subordinate its lien to the lien of such mortgage by instrument in form and content reasonably satisfactory to such holder, and (z) after the construction of the foundation and the framing or concrete work for the retail and hotel lobby floors of the Hotel/Retail Building have been Completed, provided the Office Tower or the air-rights therefor has or have been conveyed by deed to a separate owner or separated by plat of subdivision or condominium declaration from the Hotel/Retail Building, such lien shall attach only to the Hotel/Retail Building;

(ii) and if the Office Tower is not Completed by the date specified in Paragraph 10 below, subject to Permitted Delays, the City shall draw upon such letters of credit and retain the proceeds thereof as liquidated damages for such default at the rate of two thousand seven hundred thirty nine dollars

($2,739) for each day or portion thereof that the Office Tower is not Complete. In addition, subject to Permitted Delays, if the Office Tower is not Completed within six (6) months after the date specified in Paragraph 10, then, Purchaser shall pay to the City five thousand four hundred fifty eight dollars ($5,458) for each day after such six (6) month period that the Office Tower is not so Completed as liquidated damages for such default to compensate the City for the loss of benefits to the City by reason of such structure not being Completed. Such possible liquidated damages of $5,458 per day shall be paid to the City on the last day of each month in which such liquidated damages accrue. The City shall have a lien on the Site and the Improvements, reserved to it in the Deed, to secure such possible liquidated damages of $5,458 per day; provided however, (y) upon request of the holder or prospective holder of any mortgage permitted under Paragraph 14 below, the City shall subordinate its lien to the lien of such mortgage instrument in form and content reasonably satisfactory to such holder, and (z) after the construction of the foundation and the framing or concrete work for the retail and hotel lobby floors of the Hotel/ Retail Building have been completed, provided the Office Tower or the air-rights therefor has or have been conveyed by deed to a separate owner or separated by plat of subdivision or

condominium declaration from the Office Tower, such lien shall attach only to the Office Tower.

(iii) Notwithstanding the foregoing, the per diem liquidated damage payments for any period provided in the preceding subparagraphs (i) and (ii) shall be reduced by the amount, if any, by which the per diem real estate taxes which are paid in accordance with Exhibit "I" hereof for that same period exceed, with respect to the applicable portion of the Site and Improvements, the real estate taxes which would have been payable thereon during the same period had the assessment thereon been made on the basis of vacant property.

(iv) For the purposes of this Agreement only, the City acknowledges that Purchaser may effect one or more vertical, horizontal or "air-rights" subdivisions or create one or more condominiums of the Site and Improvements or portions thereof to permit and facilitate the separate ownership and financing of the Hotel/Retail Building and Office Tower.

(f) The parties acknowledge that it would be difficult to determine the amount and extent of the damages suffered by the City upon the failure of the Purchaser to close the transaction contemplated by this Agreement or upon Purchaser's failure to Complete the Improvements as provided in this Agreement. Accordingly, to compensate the City for lost tax revenues, lost employment and other losses if Purchaser defaults under this Agreement, the parties agree that the Security Deposit and

the liquidated damages specified in this Paragraph 3 are fair and reasonable compensation to the City for any damages it may suffer and that such liquidated damages are not a forfeiture or penalty.

(g) The City acknowledges that the Purchaser shall not be personally liable for the liquidated damages referred to in this Paragraph and that the City's rights to enforce such damages shall be limited to the Site, the Improvements and Purchaser's interest therein.

4. Escrow. The sale of the Site shall be closed through a Deed and Money Escrow with the Title Company in accordance with the terms of the usual form of Deed and Money Escrow instructions then used by the Title Company with such special provisions as may be required to conform such escrow instructions to the terms and conditions of this Agreement. The Deed, transfer tax declaration, the sum of ten million seven hundred thousand dollars ($10,700,000) plus three hundred thousand dollars ($300,000) of the four hundred thousand dollars ($400,000) of the Security Amount referred to in Paragraphs 2(a)(i), 2(a)(ii), 2(b) and 3(a) above, respectively, shall be deposited in the Escrow on or before the Closing Date, and upon such deposits being completed, possession of the Site shall be delivered to Purchaser. The Deed shall not be recorded, nor the balance of the Purchase Price and the Security Amount be delivered to the City, unless and until the Planned Development referred to in Paragraph 6 below has been enacted and a copy thereof certified to by the City Clerk, together with a certificate of the Commissioner that such Planned Development was

enacted pursuant to the terms of this Agreement, has been delivered to the escrowee. Upon deposit with the escrowee of the balance of the Purchase Price, such funds shall be invested in U.S. Treasury Bills, and the service charge therefor of escrowee shall be paid from the interest earned thereon. The balance of such interest shall be payable to the City unless the City fails to comply with Paragraph 6 below, in which event the interest, the balance of the Purchase Price and Security Amount shall be paid over and delivered to the Purchaser. The escrowee's fees for the Escrow shall be divided equally between the City and the Purchaser.

5. Pedestrian System, Transit Station and Service Access Tunnel. After recording of the Deed, Purchaser shall provide, at no cost to the City (except as expressly provided below in this Paragraph 5), a pedestrian passageway system to connect the Site with other improvements to be built in the area of the Project, provide space for a transit station and shall build and provide space for a service access to other blocks as follows:

(a) A grade-separated pedestrian bridge to extend westward over and to the center line of Dearborn Street in a manner and at a time to meet and connect with and join a similar facility constructed eastward from the building on Block 17 in the Project area to the center line of Dearborn Street. This pedestrian bridge shall be built to plans and specifications consistent with the Approved Schematics and the Approved Design Plans referred to in Paragraph 9 below. Such plans and specifications for such pedestrian bridge shall be approved by the

City which will co-ordinate the construction thereof between the Purchaser and the developer of the building on Block 17 referred to. Purchaser shall provide such plans and specifications and undertake such construction on a schedule reasonably required by the City upon written notice by the City to the Purchaser to begin construction of such bridge; provided however, construction of such bridge shall not be commenced unless and until the structure to be built on the west side of Dearborn Street is complete or will be sufficiently completed so as to permit the entire bridge to be installed and completed. Such bridge, if first approved in writing by the Purchaser and the Commissioner, may be in the form of a structure, the east-west segment of which is constructed parallel to and supported by the Elevated Transit structure in Lake Street.

(b) Space for a two level (ground and second story) transit station along Lake Street in Block 16 for the elevated transit system providing areas for fare collection, entrances and exits, a bridge to the elevated platform and vertical movement by stair and elevator. Such space shall be of a size and location as reasonably required by the City and as generally described in RFP and shall include only interior perimeter walls, the exterior walls, floors and ceilings, all in "rough" finish. The City shall provide all finishings including, but not limited to, the stairs, elevators and all doors. Prior to the City issuing the Certificate of Completion, the Purchaser shall by deed, easement or long term lease (by way of illustration, a lease of ninety-nine (99) years or longer term) or other grant convey to the City the space for such transit

station by documents and on terms reasonably required by the City; provided that under such documents the City shall (i) be responsible for loss or injury occurring in such space, (ii) pay all real estate taxes therefor, (iii) pay the costs of heating, air conditioning, insurance (unless the City is self insured for such type or class of risk), utilities, maintenance and all services of operation and ownership for such space and (iv) maintain such space in a good, clean condition consistent with the standard of maintenance in the other Improvements.

(c) Purchaser shall cause pedestrian circulation within the Hotel/Retail Building to connect by doors and passages with the facilities described at (a) and (b) in this Paragraph 5 and the State Street Mall so that pedestrians may enter or leave any of such facilities or mall and walk through the Hotel/Retail Building to the other such facilities or mall, and Purchaser and the City shall enter into a mutual easement and operating agreement establishing rights of access, hours during which access will be permitted, control of pedestrian traffic, security and related matters.

(d) A vehicular passage (the "Service Access") to provide access to the loading docks serving buildings in the south-half and the northwest quarter (which northwest quarter is hereinafter referred to as the "Tremont Site") of Block 36 in the Project area ("Block 36") and possibly the buildings in Block 37 of the Project area ("Block 37") so that there is no loading at grade level off Couch Place or Randolph Street in Block 36 and, possibly, no loading at grade level off the streets surrounding Block 37. As presently contemplated by the

City, the Service Access would be located in and connected through the Tremont Site and, if possible and economically feasible, connected from that site through an underground tunnel (the "Tunnel") directly to Lower Wacker Drive below the grade of Lake and Dearborn Streets. The Tunnel could possibly connect to Lower Wacker Drive through the existing tunnel ramp off Garvey Court. The Tunnel is part of the Service Access as such terms are used in this Agreement. The Purchaser shall make available the sum of one million seven hundred thousand dollars ($1,700,000), (which sum is hereinafter referred to as the "Service Access Payment") to be used in engineering and constructing the Service Access but shall have no further obligation or liability with respect to the Service Access. The Service Access and Service Access Payment shall be subject to the following terms and conditions:

(i) On or prior to the earlier of the commencement of the construction of the Service Access or the first day of the twenty-second (22nd) month after the date hereof, Purchaser shall deposit in an escrow established by the City and the Purchaser with a bank or trust company acceptable to the parties cash in the amount of the Service Access Payment or, at the Purchaser's option in lieu of such cash, an irrevocable bank letter of credit in the same amount issued by a Chicago bank acceptable to the City. Such funds or letter of credit shall be held in escrow, under appropriate escrow instructions, to pay the obligation of Purchaser pursuant to this subparagraph (d).

Until such cash or letter of credit is deposited in such escrow, the City shall have a lien reserved to it in the Deed to secure Purchaser's performance under this subparagraph (d). Upon such deposit being made by Purchaser, the City shall release such lien by a recordable written instrument delivered to Purchaser.

(ii) If the Service Access is constructed at the location and in accordance with the schematics approved by Purchaser as provided below in this subparagraph (d), the Service Access Payment shall be disbursed through the escrow referred to in (i) above by means of periodic progress payments, made directly to the architects, engineers, contractors and materialmen for plans and specifications, other engineering and architectural services, labor and materials furnished to build the Service Access in accordance with the schematics approved by the Purchaser as provided below at (v). Upon the full disbursement of the Service Access Payment, the balance of the cost of the Service Access shall be provided by funds furnished or made available by the City in a timely manner so as to Complete the Service Access in due course.

(iii) In any event, construction of the Service Access shall not materially disrupt, delay or interfere with the timely construction of the Improvements

in accordance with the terms and conditions of this Agreement.

(iv) If within seven (7) years after the Closing Date construction of the Service Access is not Completed, any undisbursed part of the Service Access Payment shall be paid over to the Purchaser, and the Purchaser shall have no further obligation under this Agreement concerning the Service Access.

(v) Prior to any disbursement of the Service Access Payment as provided by (ii) above, the City shall submit to the Purchaser, not later than the last day of the ninth (9th) month after the date hereof, schematic drawings of the proposed Service Access for Purchaser's approval. Such approval shall not be unreasonably withheld, shall be based upon the criteria described in (vi) below, and shall be approved or disapproved within forty-five (45) days of receipt of the above mentioned schematics. If Purchaser fails to respond in writing within such forty-five (45) day period either approving or disapproving the proposed schematics as submitted by the City, the Purchaser shall be deemed to have approved such schematics. If Purchaser disapproves the proposed schematics, Purchaser shall set forth in writing its reasons for such disapproval in Purchaser's response given within such forty-five (45) day period.

(vi) The design and location of the Service Access shall be based on the following criteria in the order of priority indicated:

First: No trucks or loading docks served by trucks shall use or be served off the grade level of Couch Place in Block 36;

Second: If feasible and economically possible, the Oliver and the Delaware Buildings in Block 36 shall be served by an underground passage or access tunnel;

Third: If feasible and economically possible, Block 37 shall be served by an underground passage or access tunnel going under Couch Place in Block 36, the south half of Block 36 and Randolph Street north of Block 37;

Fourth: If feasible and economically possible, the service and access referred to at First, Second and/or Third above will connect via the Tunnel to Lower Wacker Drive.

(vii) If the Tunnel is to be located in or under the Dearborn Street right-of-way and constructed simultaneously with the foundation of the Improvements, the Tunnel may be designed flush with, but not structurally integral to, the foundation of the Improvements. If the Tunnel is to be located in or under the Dearborn Street right-of-way and constructed after completion of the foundation of the Improvements, the Tunnel shall be constructed so as not to prevent (1) pedestrian use of the sidewalks for access to the lobby entrance of the Office Tower and (2) automobile ingress and egress to the parking garage in the Improvements.

(viii) Notwithstanding the foregoing, if the Service Access reaches grade level at Lake Street in the Tremont Site, at least twenty-five percent (25%) of the Service Access Payment shall be devoted to enhancing the facade of the structure to be built on the Tremont Site to minimize the visual impact of the portal for the Service Access and relate the facade of such structure to its facade on Dearborn Street. For the purposes of this subparagraph (d), if the conditions referred to in this subparagraph (viii) occur, the facade of the structure to be built on the Tremont Site shall be considered part of the Service Access.

6. Planned Development. Within thirty (30) days after the City's approval of the Approved Schematics, the City shall make application for a Planned Development for the Site pursuant to the zoning ordinance of the City. The City shall adopt, as promptly as reasonably possible, in accordance with the provisions of such zoning ordinance, a Planned Development (which, among other things, shall provide for uses on the Site in accordance with the uses contemplated by this Agreement, for off-street loading as contemplated for business use zones in such zoning ordinance and for 405 parking spaces and shall permit the Improvements to be built in accordance with the Approved Schematics including, but not limited to, the hotel, retail, office, off-street loading and parking areas shown therein, but shall regulate signs in a manner reasonably

required by the Commissioner); provided however, such Planned Development shall be finally and effectively adopted not later than the last day of the ninth (9th) month after the date hereof. If the City fails to adopt such Planned Development in the period provided, then in addition to the return of Purchaser's balance of the Purchase Price, the Deed and the Security Amount referred to in Paragraph 4 above, Purchaser shall have the remedies provided to it by Paragraph 20 below. Purchaser shall co-operate in any proceedings for such Planned Development and shall make witnesses available and furnish information required therefor. The City shall furnish the form of such Planned Development to the Purchaser not less than fifteen (15) days prior to making such application for Purchaser's approval. Purchaser shall respond to such form by approving or disapproving such form within such fifteen (15) day period. If disapproved, such disapproval shall specify the deficiencies in writings; Purchaser's failure to give approval or disapproval within such fifteen (15) day period shall be deemed approved.

7. Contribution. As provided below in this Paragraph 7, the Purchaser shall make contributions totaling, in cash or in-kind, an amount equal to two percent (2%) of the Development Costs of the Office Tower, which costs shall be determined as described below in this Paragraph 7 and are herein referred to as the "Office Tower Costs."

(a) The funds from any cash portion of the contributions to be made by Purchaser pursuant to this Paragraph 7 shall be held as a fund or added to a fund (the "Fund") to be

used only to enhance the total environment of the Project and for no other purpose. The Fund shall be administered and expended by a Commission or Committee of the City or by a not-for-profit corporation, trust or foundation created for such purpose. The City or its Commission or Committee or the corporation, trust or foundation having responsibility for the Fund shall have sole discretion over the expenditure of any such monies held therein.

(b) On the first day of the tenth (10th) month after the date hereof, the Purchaser shall furnish to the City its good faith estimate of the Office Tower Costs accompanied by a certified check for fifty thousand dollars ($50,000) payable to the City for the Fund.

(c) From time to time thereafter, upon the written advice of the Commissioner confirming to the Purchaser that the City or its Commission or Committee or the corporation, trust or foundation having responsibility for the Fund has received additional contributions or payments from developers in the Project area other than Purchaser or contributions from other third parties, Purchaser shall "match" such additional funds by paying over to the City or to the not-for-profit corporation, trust or foundation having responsibility for the Fund as the Commissioner directs, a like amount within sixty (60) days of such written advice from the Commissioner; provided however, such cash contributions shall (i) not exceed, in total, the difference between the total contributions required by this Paragraph 7 and the value of the in-kind contributions approved by the Commissioner, (ii) not exceed seventy five thousand

dollars ($75,000) in any one calendar year (except if the contributions to be "matched" are more than such limit, such overage shall be carried forward until paid) or (iii) if not sooner paid, whether "matched" or not "matched", be paid upon Purchaser's request for a Completion Certificate. In no event shall such cash contributions be less than five hundred thousand dollars ($500,000).

(d) Purchaser has proposed various in-kind contributions described in Exhibit "D" attached hereto. Such proposed in-kind contributions are to be in lieu of a portion of the contributions required by this Paragraph 7. None of these proposed in-kind contributions have heretofore been approved by the Commissioner. On or before the date specified in subparagraph (b) of Paragraph 9 of this Agreement for the delivery to the Commissioner of schematic drawings of the Improvements, Purchaser shall furnish to the Commissioner, in such reasonable detail as required by the Commissioner, further written information and specifications of such in-kind contributions and the Purchaser's estimated cost thereof with such reasonable detail on such costs as required by the Commissioner. Within fifteen (15) days of the receipt of such information, specifications and estimated costs, the Commissioner shall advise the Purchaser in writing which, if any, of the proposed in-kind contributions are approved by the Commissioner and the dollar amount (based on the Purchaser's estimate of the costs thereof) which is to be a credit therefor against the contributions required by this Paragraph 7. After the closing, the Purchaser may request approval by the Commissioner of other in-kind contributions.

In all events, the Commissioner's decision to reject or approve any or all of the in-kind contributions shall be in his or her sole judgement and discretion. Any in-kind contributions the Commissioner approves must be Completed and in service or rendered or binding contracts or obligations therefor, in form and content reasonably satisfactory to the Commissioner, shall have been delivered by the Purchaser on or prior to the date of the Purchaser's request for the Completion Certificate for the Hotel/Retail Building from the City.

(e) Until the cash portion of the contribution described in this Paragraph 7 has been paid, the City shall have a lien, reserved to it in the Deed, on the Site and Improvements to secure such cash contribution. Upon request of the holder of any mortgage permitted under Paragraph 14 below, the City shall subordinate any portion of such lien in excess of one million eight hundred thousand dollars ($1,800,000) (as reduced by the amount of such cash or in-kind contributions from time to time paid, rendered or Completed) to the lien of such mortgage by instrument in form and content reasonably satisfactory to such holder.

(f) The "Development Costs of the Office Tower" shall be determined in accordance with the contents of Schedule One attached hereto. Purchaser shall provide a final accounting of such Development Costs certified to by an officer or principal of a member of Purchaser within sixty (60) days after the City issues the Completion Certificate for the Office Tower together with any additional contribution thereby indicated. If such final accounting indicates that the total contribution

is less than the estimate paid by Purchaser, the City shall pay to Purchaser any such difference within thirty (30) days of such final accounting. Purchaser shall maintain all records pertaining to such Development Costs for a period of at least three years after the date of the Completion Certificate and shall make such records available to the City, its agents and representatives during business hours for inspection and copying for the purpose of reviewing the computation of such contributions.

(g) Notwithstanding any other provision of this Agreement, the Purchaser's total amount of contributions, cash and in-kind, if any, made pursuant to this Paragraph 7 shall not be less than one million five hundred eighty thousand dollars ($1,580,000).

8. Barricades. Purchaser shall install a construction barricade of a type, kind and appearance approved by the Commissioner and, until the barricades erected pursuant to this Paragraph 8 are removed with the approval of the Commissioner, the Commissioner shall first approve (a) the maintenance and appearance requirements therefor, (b) the color scheme and painting requirements thereof and (c) the nature, type, content and design of all signs thereon as proposed by the Purchaser.

9. Construction and Approval of Plans and Financing.

(a) Purchaser shall redevelop the Site for use in accordance with the Redevelopment Documents and shall plan and construct improvements thereon: (i) consistent with the uses and guidelines set forth in the Redevelopment Documents, (ii) substantially in accordance with the Purchaser's Revised

Proposal dated January 13, 1984, and materials submitted therewith which are more fully described on Exhibit "E" attached hereto (the "Purchaser's Revised Proposal") and (iii) in accordance with the approved schematics and approved design development plans described below in this Paragraph 9. All Improvements shall be constructed in accordance with the requirements of this Agreement and shall be in conformity with all applicable laws and regulations.

(b) On or before forty-five (45) days prior to the Closing Date, Purchaser shall deliver to the Commissioner schematic drawings for the Improvements. These drawings will be subject to the approval of the Commissioner and shall be substantially consistent with the Redevelopment Documents and the Purchaser's Revised Proposal. If the Commissioner disapproves such drawings because such drawings are not substantially consistent with this Agreement, the Redevelopment Documents or the Purchaser's Proposal, within fifteen (15) days after notice thereof Purchaser shall submit to the Commissioner revised drawings complying with the deficiencies specified by the Commissioner in the notice of disapproval. Such drawings as are approved by the Commissioner are hereinafter referred to as the "Approved Schematics."

(c) Purchaser shall submit its final design development drawings and specifications for the Hotel/Retail Building ("Hotel/Retail Design Plans") substantially consistent with and based on the Approved Schematics to the City for its approval thereof no later than ninety (90) days after the Closing Date. If the Commissioner disapproves such drawing and specifications

because such drawings and specifications are not substantially consistent with this Agreement, the Redevelopment Documents, the Purchaser's Proposal or the Approved Schematics, within fifteen (15) days after notice thereof Purchaser shall submit revisions of such disapproved Design Plans complying with the deficiencies specified by the Commission in its notice of disapproval. Such Design Plans as are approved by the City are hereinafter referred to as the "Approved Hotel/ Retail Design Plans."

(d) Purchaser shall submit its final design development drawings and specifications for the Office Tower ("Office Tower Design Plans") substantially consistent with and based on the Approved Schematics to the City for its approval thereof no later than two months prior to Purchaser's beginning construction of the Office Tower, but in no event later than the first (1st) day of the forty-second (42nd) month after the date hereof. If the Commissioner disapproves such drawings and specifications because such drawings and specifications are not substantially consistent with this Agreement, the Redevelopment Documents, the Purchaser's Proposal or the Approved Schematics, within fifteen (15) days after notice thereof, Purchaser shall submit revisions of such disapproved Design Plans complying with the deficiencies specified by the Commission in its notice of disapproval. Such Design Plans as are approved by the City are hereinafter referred to as the "Approved Office Tower Design Plans."

(e) On or before the fifteenth (15th) day of the third (3rd) month after the date hereof (unless the Closing Date

is extended as permitted by Paragraph 2(c) above in which event then on or before thirty (30) days prior to the extended Closing Date), the Purchaser shall deliver to the Commissioner a budget setting forth the projected and anticipated Development Costs in detail and showing the anticipated sources of funds to pay such costs together with copies of the tentative or definitive agreements or commitments, if any have been made or issued, evidencing the availability of such funds for at least the Hotel/Retail Building. Such budget, agreements and commitments and other documentation for such financing (the "Evidence of Financing") shall be in form and content reasonably satisfactory to the Commissioner and shall be in the amount of the Development Costs for the portion thereof to which they pertain. If the Evidence of Financing for the Office Tower is not submitted to the Commissioner prior to the Closing Date, a budget and Evidence of Financing therefor shall be submitted not less than thirty (30) days prior to the commencement of construction of the Office Tower. For the purpose of this subparagraph (e), "Development Costs" shall include the Purchaser's contribution to be made pursuant to Paragraph 7 above, liquidated damages pursuant to Paragraph 3 above and the Security Amount in addition to those items included in the definition of "Development Costs" on page 2 of this Agreement. Any binding agreements for the financing of the Development Costs shall be substantially in the form of the Evidence of Financing and true copies of all such agreements shall be given to the City by Purchaser as such are entered into.

(f) Any drawings, plans or specifications or Evidence of Financing required to be submitted to the Commissioner for approval pursuant to this Paragraph 9 shall be approved or disapproved in writing by the Commissioner within fifteen (15) days of the receipt thereof by the Commissioner. If the Commissioner disapproves any such drawings, plans or specifications the disapproval in writing shall expressly state the reasons therefor. Failure to give such written disapproval with the reasons therefor within such fifteen (15) day period specified above in this subparagraph shall be deemed approval by the Commissioner.

(g) Any approvals made by the Commissioner or the City of the schematic drawings or the Design Plans are for the purposes of this Agreement only and do not affect or constitute approvals required for building permits or approvals required pursuant to any other ordinance of the City nor does any approval by the Commissioner or City pursuant to the Agreement constitute approval of the quality or the safety of the Improvements.

10. Schedule of Construction.

Purchaser covenants and agrees, subject to Permitted Delays, that it shall promptly commence and diligently Complete construction of the Improvements on the Site within the period specified below in this Paragraph 10. The time of commencement and Completion of the construction of the Improvements and the schedule for construction of various portions of the Improvement shall be as follows:

(a) Within thirty (30) days after the Closing Date, Purchaser shall begin erecting the construction barricade which shall be completed within sixty (60) days of the Closing Date;

(b) Within ninety (90) days after the Closing Date, Purchaser shall begin site preparation work on the Site.

(c) Construction of the Hotel/Retail Building shall commence by excavation beginning no later than the first (1st) day of the thirteenth (13th) month after the date hereof.

(d) The Hotel/Retail Building shall be Completed on or before thirty six (36) months after the date set forth in (c) next above.

(e) Construction of the Office Tower shall commence no later than the last day of the forty-third (43rd) month after the date hereof.

(f) The Office Tower shall be Completed on or before twenty one (21) months after the date set forth in (e) next above.

11. Completion Certificate.

At Completion of the Hotel/Retail Building (i.e., when certain work or obligations are performed as defined on page 2 of this Agreement) and after the Purchaser has commenced construction of the Office Tower, upon the written request of Purchaser the Commissioner shall furnish Purchaser with an appropriate instrument certifying that the Hotel/Retail Building has been Completed (except the pedestrian "bridge" across

Dearborn Street required by Paragraph 5(a) above) and the other obligations of Purchaser to be performed on or prior to such certification are satisfied ("Completion Certificate"); provided however, that failure to commence construction of the Office Tower shall not affect the issuance of an occupancy certificate by the City's Zoning Administrator for the Hotel/ Retail Building. Upon Completion of the Office Tower and compliance with the requirements of Paragraph 7 concerning the cash contributions due the City, the City shall furnish the Purchaser with an appropriate instrument certifying that the Purchaser's obligations concerning the Office Tower have been completed and the City shall return any Security Amount then held by the City less any liquidated damages to which the City may be entitled pursuant to Paragraph 3 above. Such Completion Certificates when issued shall be the conclusive determination that Purchaser has satisfied the requirements in this Agreement and the Deed with respect to the obligations of Purchaser to construct the portion of the Improvements for which the certificate is given and to perform Purchaser's other obligations under this Agreement to be performed prior to such certification. Each certification shall be in recordable form and shall release all of the City's liens reserved to it in the Deed for that portion of the Site and Improvements covered by such certificate. If the Commissioner shall refuse or fail to provide such certification, the Commissioner shall, within fifteen (15) days after written request by the Purchaser, provide Purchaser with

a written statement indicating how Purchaser has failed to Complete the construction of the applicable portion of the Improvements or otherwise comply with the Deed or this Agreement. Any certification made by the Commissioner or the City pursuant to this Agreement or the Deed with respect to the Improvements shall be for the sole purpose of confirming that Purchaser has complied with this Agreement and the Deed and shall not be deemed an approval of the quality or safety of the Improvements or that the Purchaser has complied with any applicable law or ordinance.

12. Relocating Utilities. In the event Purchaser requests relocation of existing utility lines in and under the Site or in and under the public streets adjacent to the Site, the City may agree to cause such utilities to be relocated. Any such relocation will be at Purchaser's expense. Prior to requesting such relocation, Purchaser shall deliver to the Commissioner plans and specifications showing what utilities must be relocated. If the Commissioner agrees with any such request, within 10 days of notice from the Commissioner, the Purchaser shall advance funds for such relocation in the amounts required by the Commissioner. Nothing in this Paragraph 12 shall be construed to limit or restrict the Purchaser from securing the relocation of such utilities without securing the Commissioner's agreement under this Paragraph 12.

13. Assignability and Transfer.

(a) Until Completion Certificates are issued, neither Purchaser nor any of its members, partners or shareholders

shall assign, transfer or convey all or any of its or their interest in the Purchaser, or assign, lease (except for leases made in the ordinary course of leasing portions of the Site or the Improvements for office, hotel and commercial uses at market rents and on market terms), transfer or convey any of its or their interest in that portion of the Site and Improvements for which a completion certificate has not issued, or any of its or their rights, duties or obligations under this Agreement, (such proposed assignments, leases, transfers and conveyances are hereinafter referred to as a "Proposed Transfer") without the prior written consent of the Commissioner being first obtained. Proposed Transfers also include, but are not limited to, admitting additional partners or permiting shares of stock to be issued to additional shareholders.

(b) So long as after a Proposed Transfer the Purchaser's principals identified on Exhibit "F" attached hereto remain in active management and direct control of the construction and development of the Improvements, the Commissioner may withhold consent to any such Proposed Transfer (including, without limitation, a transfer of a portion of the Site or Improvements to a separate partnership or entity) only if the assignee, lessee, grantee or transferee is a person precluded by Paragraph 16 below from having an interest in Purchaser, the Site or the Improvements or this Agreement, but shall not otherwise withhold consent. In the event that after a Proposed Transfer is consummated, the Purchaser's principals identified on Exhibit "F" attached hereto will not be in active management

and direct control or share in such management and control of the construction and development of such portion of the Improvements, or if the assignee, lessee, grantee or transferee is a person precluded by Paragraph 16 below from having an interest in Purchaser, the Site, the Improvements or this Agreement, the Commissioner may withhold his or her consent to such Proposed Transfer in his or her sole discretion.

(c) The Commissioner shall consent or, in writing, specify the reasons for withholding its consent to any Proposed Transfer within ten (10) days after receipt from the Purchaser of documents disclosing the names of the parties interested, directly and indirectly, in such Proposed Transfer and copies of the proposed instruments of assignment, lease, transfer, conveyance, admitting additional partners or issuing shares of stock to new shareholders. Such documents disclosing such names shall be in accordance with and on forms meeting the requirements of the Commissioner. If the Commissioner fails to respond to any request for such consent within such ten (10) day period, such failure shall be deemed a consent to such Proposed Transfer. In the event the Commissioner fails to respond, upon written request of the Purchaser, the Commmissioner will give Purchaser a written acknowledgement that it received such a request for a consent and failed to respond thereto.

(d) As used herein, the term "active management and direct control" means that the individual or entity is actively involved in the affairs of the Purchaser, partakes in making

substantial decisions and is involved in the over-all supervision of the enterprise; it does not require day-to-day participation in these activities. No assignment, lease, transfer or conveyance, whether or not consented to by the City, shall relieve the Purchaser of its obligations under this Agreement, subject to the limitations of Paragraph 3(g) above, and all assignees, lessees, transferees and grantees of any interest, direct or indirect, in the Site, the Improvements, the Purchaser or this Agreement, whether or not consented to by the City (including, but not limited to, any condominium association created to manage and administer all or any portion of the Site or Improvements), shall hold such interest in accordance with the terms and provisions of this Agreement. Nothwithstanding the provisions of this Paragraph 13, the Purchaser may mortgage all or portions of the Site and the Improvements as provided by Paragraph 14 below.

(e) At the time of the submission of the Proposal of Purchaser which resulted in the Original Redevelopment Agreement, it was contemplated by the Purchaser that Americana Hotels Corporation, an affiliate of Americana Loop Associates, a partner of the entity constituting the Purchaser, would become the operator of the hotel facility included in the Hotel/Retail Building. In the event that Purchaser shall hereafter advise the Commissioner in writing that Americana Hotels Corporation will not be the operator of such hotel facility, and provided that such advice of Purchaser also certifies that the persons identified in Exhibit "F" attached

hereto continue to remain in active management and direct control of the construction and development of the Improvements, Americana Loop Associates, including all partners therein, shall thereupon be fully and forever discharged and released by the City of Chicago of and from all duties, obligations and liability arising under this Agreement, the Original Redevelopment Agreement and all Proposals of Purchaser which are referred to in such Agreement and Original Redevelopment Agreement. Such release shall become effective on the condition herein provided without any further action or confirmation thereof by the City of Chicago and whether or not Americana Loop Associates continues thereafter to own an interest in the Purchaser.

14. Limitation Upon Mortgages. Prior to the City giving a Completion Certificate, Purchaser shall not engage in any financing or any other transaction creating any mortgage, other encumbrance (such as, but not limited to, a "sale and lease back") or lien upon or security interest in the portion of the Site or the Improvements not covered by a Completion Certificate or upon any property or right included or paid as a Development Cost, or any part thereof, except for the purpose of obtaining funds in an amount not greater than the amount anticipated to be expended for the Development Costs. For the purpose of this Paragraph 14, "Development Costs" shall include the Purchaser's contribution to be made pursuant to Paragraph 7 above, liquidated damages pursuant to Paragraph 3 above and the Security Amount in addition to those items included in the definition of "Development Costs" on page 2 of this Agreement.

No funds disbursed under any such mortgage, other encumbrance, lien or security interest shall be used for any purpose other than Development Costs.

15. Mortgagee Not Obligated To Construct. Notwithstanding any of the provisions of this Agreement, the holder of any mortgage permitted by Paragraph 14 [including any holder or its nominee who obtains title to the Site or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who is an affiliate of Purchaser and who thereafter obtains title to the Site or such part from or through such holder or (b) any other purchaser at foreclosure sale who is an affiliate of Purchaser] shall not be personally obligated by the provisions of this Agreement to construct or complete the construction of the Improvements or to guarantee such construction or completion, nor shall any covenant or any other provision in the Deed be construed to so obligate such holder or nominee; but any such holder or nominee shall have the rights of Purchaser under this Agreement. Nothing in this Paragraph or any other provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Site or any part thereof to any use or occupancy or to construct any improvements thereon, other than the use, occupancy or Improvements provided or permitted in the Redevelopment Documents and this Agreement. Nothing in this Paragraph or in this Agreement shall be construed (i) to impose liability on the assets of any such mortgagee or its successors other than its or their rights, title

or interest in the Site or Improvements or (ii) to release the Site or the Improvements from the liens in favor of the City reserved in the Deed unless and until the amounts secured thereby under Paragraph 7 above are fully paid to the City or are otherwise satisfied. As used in this Paragraph 15, the term "affiliate of Purchaser" means any person, corporation or other entity controlling, controlled by or under common control with Purchaser.

16. Conflict of Interest - City's Representatives Not Individually Liable. Prior to the issuing of the Completion Certificates, no member of the Commission or other City board, commission or agency, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement, the Site, the Improvements or the Purchaser; nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is directly or indirectly interested. No such member, official or employee of the City shall be personally liable to Purchaser, or any successor in interest, to perform any commitment or obligation of the City under this Agreement nor shall any such person be personally liable in the event of any default or breach by the City.

17. Equal Employment Opportunity. Purchaser, for itself and its successors and assigns, agrees that during the construction of the Improvements or performance of other work required by this Agreement it shall:

(a) comply with the affirmative action/equal opportunity/minority business program to be formulated and submitted to the Commissioner for approval not later than forty-five (45) days prior to the Closing Date (as such date may be extended as permitted by Paragraph 2(e) above) based on the criteria described in Exhibit "G" attached hereto and

(b) comply with Federal and State of Illinois Equal Employment and Affirmative action statutes, rules and regulations including, but not limited to, the Illinois Human Rights Act and regulations promulgated pursuant thereto.

18. Restrictions on Use. Purchaser agrees, and the Deed shall contain covenants on the part of Purchaser expressly so providing, that Purchaser shall:

(a) devote the Site and the Improvements to the uses set forth in the Redevelopment Documents for the time specified therein; and

(b) not discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease, or rental or in the use or occupancy of the Site or any Improvements located or to be erected thereon, or any part thereof.

19. Covenants: Binding Upon Successors In Interest: Period of Duration. It is intended and agreed, and the Deed shall so expressly provide, that the covenants and agreements provided in Paragraphs 1, 3, 5, 7, 8, 9, 10, 13, 14, 16, 17, 18, 19, 23, 24, 25, 26 and 27 shall be covenants running with the land binding to the fullest extent permitted by law and

equity for the benefit and in favor of, and enforceable by, the City, its successors and assigns.

20. Termination for Default. Prior to the Closing Date, the party not in default shall have the right to terminate this Agreement by notice to the other party if the other party shall have defaulted in any material respect in its covenants, agreements and obligations under this Agreement. Such notice shall specify the default and give the party in default at least thirty (30) days to cure the default. In the event the City is the party in default and fails to cure such default and the transaction contemplated by this Agreement has not closed, the Purchasers' only remedies shall be either (i) the termination of this Agreement and the return to the Purchaser of the Security Amount or (ii) in the alternative, at Purchaser's election, specific performance, injunction or declaratory judgment. In the event the City is the party in default and fails to cure such default and the transaction contemplated by this Agreement has closed and the Deed has been delivered, the Purchaser's sole and exclusive remedy, except as otherwise expressly provided in this Agreement, shall be an action for specific performance, injunction or declaratory judgment. Except as expressly provided in this Paragraph 20 and in Paragraphs 1 and 3, the Purchaser shall have no other remedies in law or equity against the City. In the event the Purchaser is the party in default and fails to cure its default and the transaction contemplated by this Agreement has not closed, the City's sole and exclusive remedy shall be the City's right to

liquidated damages specified in Paragraph 3(c) above as such are expressly limited therein. In the event the Purchaser is the party in default and fails to cure such default and the transaction and conveyance contemplated by this Agreement has closed and the Deed has been delivered, the City's right to liquidated damages under Paragraph 3 above shall not limit or diminish the City's right to declaratory judgment or remedies in law or equity other than damages, provided that any remedy shall be limited to the Site and the Improvements thereon and the Purchaser's interest therein and that no other assets of Purchaser or its members shall be subject thereto.

21. Notices. All notices, demands, requests, consents, approvals and other communications (herein collectively called "Notices") required or permitted to be given hereunder, or which are to be given with respect to this Agreement, shall be in writing sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to be so notified as follows:

If to the City: Chairman, Commercial District Development Commission
Room 1000
City Hall
Chicago, Illinois 60602

with a copy to: Commissioner, Department of Planning
Room 1000
City Hall
Chicago, Illinois 60602

with a copy to: Corporation Counsel
City of Chicago
City Hall
Chicago, Illinois 60602

If to the Purchaser: c/o Libra Real Estate Corporation
Attn: Mr. Eugene Golub
625 N. Michigan Ave.
Suite 2000
Chicago, Illinois 60611

with a copy to: Mr. Ernest Greenberger
Greenberger, Krauss & Jacobs
180 North LaSalle Street
Chicago, Illinois 60601

with a copy to: Urban Investment and Development Co.
333 W. Wacker Drive
Suite 2100
Chicago, Illinois 60606
Attn: Law Department

Any notice shall be deemed delivered three days after the mailing thereof. Either party may at any time change the addresses for notices to such party by mailing a notice as aforesaid. Such change shall be effective three (3) business days after the mailing of the notice changing the address.

22. Additional Covenants. In addition, the parties agree as follows:

(a) Transfer Taxes. The transaction is exempt from the real estate transfer taxes of the City of Chicago, County of Cook and the State of Illinois.

(b) Soil Tests. As soon as practicable and to the extent the City may legally do so, the City will give to Purchaser the right to enter upon the Site for the purpose of making soil tests and other feasibility studies and engineering studies. Purchaser hereby indemnifies and saves the City harmless from and against all costs, claims and expenses incurred as a result of or arising out of the making of such soil tests and studies.

(c) Approvals. Each party agrees that it will not unreasonably withhold any consent or approval requested by the other party pursuant to the terms of this Agreement or the Deed, and that any such consent or approval will not be unreasonably delayed or qualified.

(d) Survival of Covenants. Any covenant, term, warranty, representation or other provision of this Agreement which, in order to be effective, must survive the closing, or earlier termination of this Agreement, shall survive such closing or termination.

(e) No Third Party Beneficiaries. The approvals given by the City pursuant to this Agreement and the Completion Certificate when issued by the City shall be only for the benefit of the Purchaser, the mortgagee or other lien holder permitted by Paragraph 14 above, and their successors in interest in the Site and no other person or party may claim the benefit of such approval or certificate.

(f) No Waiver by Delay. Any delay by either party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive such party of or limit such rights in any way. It is the intent of this provision that both parties should not be constrained, at a time when either may still hope to otherwise resolve the problems created by the default involved, to exercise a remedy in order to avoid the risk of being deprived of or limited in the exercise of that remedy because of concepts of waiver, laches, or otherwise. No

waiver shall be asserted against either party unless expressly made in writing, and no express waiver made by either party with respect to any specific default by the other party shall be construed, considered or treated as a waiver of the rights of such waiving party with respect to any other defaults of the other party.

(g) Incorporates All Agreements. This Agreement and the Purchaser's Revised Proposal, which is incorporated in this Agreement by this reference, incorporate all agreements and understandings of the parties concerning the Site. Each party acknowledges that no representations or warranties have been made which are not set forth in this Agreement or in the Purchaser's Revised Proposal. Purchaser acknowledges that it has inspected the Site and that, except as expressly set forth in this Agreement, it is not relying on any representation or undertakings from the City or anyone claiming to represent the City.

(h) Time is of Essence. Time is of the essence of this Agreement.

(i) Effect of Permitted Delays. In the event a party suffers a Permitted Delay, the party asserting such delay shall give written notice thereof to the other party within twenty (20) days of the commencement of such delay known to the asserting party. Unless such notice is given, the claim for any such delay shall be deemed waived. In case of a continuing Permitted Delay, only one such notice is required. Upon giving notice in accordance with this Paragraph, the party suffering a

Permitted Delay may postpone that party's obligation and related subsequent obligations (concerning clearing title, obtaining or delivering possession or conveying the title to Purchaser for the City or construction of Improvements or other obligations of Purchaser) for a period equal to the duration of the Permitted Delay; provided however, in no event shall the Closing Date be postponed beyond the date specified (as such date may be extended by Purchaser) in the last sentence of Paragraph 2 above.

23. Tax Increment Financing

(a) The City and the Purchaser agree:

(i) that for the purposes of this Agreement the total minimum assessed value ("Minimum Assessed Value") of the Site, the Hotel/Retail Building and the Office Tower are shown on Exhibit "H" attached hereto for the several years as noted on that exhibit and

(ii) that the real estate taxes derived from the Site and the Improvements arising from all tax rates of the various taxing districts are estimated to be as shown in Exhibit "I" attached hereto.

(b) With reference to the assessment of the Site and the Improvements or any part thereof, except as provided herein, the Purchaser shall not for any year referred to in Exhibit "H":

(i) apply for, seek, or authorize any exemption from the imposition or paying of any or all real property taxes extended for collection against

the Minimum Assessed Value, without first obtaining the prior written approval of the City.

(ii) directly or indirectly, seek to lower the assessed values below the amount of the Minimum Assessed Value shown on Exhibit "H" attached hereto.

(iii) apply for, seek, or authorize any reduction in the assessed value for the purpose of reducing real estate taxes without first notifying the City, in writing, of such application or attempt; and the Purchaser does hereby consent to the City's appearance, and shall provide to the City a reasonable opportunity to appear before any administrative and/or judicial body to contest or defend the assessed value against any such application or attempt to reduce such assessed value.

Notwithstanding the foregoing, in the event that the assessments, tax rates of all taxing districts or equalization factors, or combination thereof, in effect for 1986 and future years would produce real estate taxes for the Site and Improvements for any year in excess of taxes set forth in Exhibit "I" attached hereto, the Purchaser may seek to lower the assessed values indicated in Exhibit "H" attached hereto or rates or equalization factors reflected in Exhibit "I" attached hereto for such year so long as any such reduction does not reduce the taxes levied and extended against the Site and the Improvements for

such year below those specified in Exhibit "I" attached hereto. Notwithstanding the foregoing, in the event that by law, regulation, administrative action or judicial ruling applicable to the entire Project or applicable generally to property in the City, Cook County or State of Illinois, the assessed valuation, tax rate or equalization rate shall be reduced or any tax moratorium or deferment be granted, Purchaser shall have the right to participate in such reduction, moratorium or deferment and to pursue appropriate remedies to obtain such.

(c) The foregoing covenants (i) through (iii) in Paragraph 23(b) above shall be construed and interpreted as an express agreement between the Purchaser and the City that a major incentive inducing the City to enter into the arrangements and transactions described in this Agreement is to increase the assessed valuation of and the general real estate taxes payable with respect to the Site and Improvements. This Agreement may be used by the City, in the City's discretion, as admission against the Purchaser's interest in any proceeding.

24. City's Option to Pay Mortgage Debt or Purchase Property. In any case, where, subsequent to default by the Purchaser under this Agreement, the holder of any mortgage, trust deed or other similar instrument creating a security interest lien on the Site or the Improvements or a part thereof

(i) has under its mortgage, trust deed or other similar instrument, but does not exercise, the option to construct or complete the Improvements relating to the Improvement or part thereof

covered by its mortgage, trust deed or other similar instrument and such failure continues for a period of sixty (60) days after the holder has been given written notice of such default by the City; or

(ii) undertakes the completion of the Improvements but does not Complete such construction within a six (6) month period following the date for such Completion provided in this Agreement, and such default shall not have been cured within sixty (60) days after written notice thereof to such holder from the City so to do,

the City shall (and every mortgage, trust deed or similar other instrument made prior to completion of the Improvements or any part thereof shall expressly so provide) have the option of paying to the holder of such mortgage or other instrument the amount secured thereby and obtain an assignment of the mortgage, trust deed or other similar instrument and the debt secured thereby, or, in the event ownership of the Site or Improvements (or part thereof) has vested in such holder by way of foreclosure or action or deed in lieu thereof, the City shall be entitled, at its option, to a conveyance to it of the Site or Improvements or part thereof (as the case may be) upon payment to such holder of the amount secured by such mortgage, trust deed or other similar instrument together with costs and interest at market rates if such mortgage, trust deed or other

similar instrument has been foreclosed and interest under the mortgage, trust deed or other similar instrument has stopped accruing.

25. City's Option to Cure Mortgage Default. In the event of a default by the Purchaser under any mortgage, trust deed or other similar instrument creating an encumbrance or lien upon the Site or the Improvements or a part thereof, the City may at its option, exercised by written notice within thirty (30) days after the holder of such mortgage has given written notice of default, cure such default by entering the Site and performing the necessary construction work or paying the sum then due; in either case the City shall be entitled, in addition to and without limitation upon any other rights or remedies to which it shall be entitled by this Agreement, operation of law or otherwise, to reimbursement from the Purchaser of all costs and expenses incurred by the City in curing such default and shall have a lien upon the Site or the Improvements for such reimbursement: Provided, that any such lien of the City shall be subject always to the lien of (including any lien contemplated, because of advances yet to be made, by) any then existing mortgages on the Site or Improvements authorized by this Agreement.

26. Payment of Taxes.

(a) During the term of any "construction loan" secured by a mortgage or other lien permitted by Paragraph 14 above, the Purchaser (i) shall arrange with the holder of such

mortgage or other lien to have available out of the undisbursed loan proceeds a sum sufficient to pay the amount of taxes described in Exhibit "I" attached hereto accruing during such term and (ii) provide to the City such mortgagee's or lien holder's written commitment, in form and content satisfactory to the Commissioner, to use such sum for the payment of the taxes indicated in this Paragraph 26(a). As used herein the term "construction loan" refers to a loan the proceeds of which are disbursed to pay the costs of construction as work is finished and payment therefor is made.

(b) From the end of the term of such "construction loan" through the end of the third calendar year after Completion of the Improvements, Purchaser shall maintain each year a cash deposit or letter of credit (in form and content and from a bank satisfactory to the Commissioner) in the amount of the taxes for such year shown in Exhibit "I" attached hereto; provided, however, that if during such period the members of Purchaser have a combined net worth in excess of five (5) times the taxes for such year, the Purchaser shall not be required to maintain such deposit or letter of credit with the City. For any year that Purchaser is desirous of avoiding maintaining such deposit or letter of credit, Purchaser shall provide to the Commissioner prior to January 1 of such year financial statements of the members of Purchaser, signed by the party furnishing such and prepared in accordance with generally accepted accounting principles. For purposes of this subparagraph (b), the term "net worth" shall mean, as of the date of

determination, the excess of the total assets of Purchaser over the total liabilities of Purchaser, determined in accordance with generally accepted accounting principles, excluding, however, from the determination of the total assets of Purchaser all assets which could be treated as intangible assets under generally accepted accounting principles consistently applied (including, without limitation, all patents, licenses, trade names, trademarks, copyrights, good will, deferred charges, unamortized debt discount and expenses, organizational expenses, and experimental and development expenses).

(c) In the event that Purchaser defaults in the payment of taxes for the years shown in Exhibit "I" attached hereto or defaults under the terms of any mortgage or other instrument creating a security interest lien on the Site or the Improvements or a part thereof, and such default is not cured, Purchaser shall deposit with the City from year to year the amount of the taxes required by Exhibit "I" attached hereto due for such year on or before January 2 of the year during which such taxes are due.

27. Performance Bonds. The Purchaser shall require in all construction contracts for the Improvements that the contractors and subcontractors be bonded for their performance and payment by sureties having a AA rating or better using American Institute of Architects' forms (No. A311) or their equivalent, with the City being shown as an additional obligee if upon enforcement of such bond, the City assumes the obligations thereby imposed. The City shall waive the requirement

for such bond for any contractor or subcontractor for which the City receives from the Development Officer of Urban Investment & Development Co. responsible for the development and construction of the Improvements written certification in form and content satisfactory to the Commissioner that in such officer's opinion, the requirement of a bond for such contractor or subcontractor is not necessary because of the credit worthiness, history of performance, size of the contract or subcontract or other reason therefor which, in each case, shall be stated in such certification. With such certification, so long as the Purchaser does not receive such a bond or so long as a lender to Purchaser does not require such a bond, the requirement therefor under this Agreement shall be deemed waived.

28. Contingent Paragraphs. Notwithstanding the terms of Paragraphs 23, 24, 25, 26 and 27 above, such provisions shall not be applicable to the transaction contemplated by this Agreement or enforceable against the Purchaser in the event the City does not enact a tax increment financing plan referred to in Recitals I. and J. above affecting the Site and the Improvements.

29. Further Assurance. The parties shall execute and deliver to each other such additional documents, including without limitation documents required by the holder of any mortgage on the Site or the Improvements, which may be reasonably required by either party to effectuate the intents and purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be executed, all as of the date first written above.

City of Chicago

By: _____
Harold Washington, Mayor

[City Seal]

Attest:

_____
Walter S. Kozubowski
City Clerk

Approved as to
Form and Legality

_____
James D. Montgomery
Corporation Counsel

Commercial District
Development Commission

_____
Executive Vice

Purchaser:

Libra Partners/Americana/Urban Venture

By: Libra Partners, an Illinois Limited Partnership, venturer

By: _____
Eugene Golub, General Partner

By: _____
Van L. Pell, General Partner

By: Urban Investment and Development Co., a Delaware corporation

By: _____
President

Attest: _____
ASSISTANT Secretary

SCHEDULE ONE

CALCULATION OF OFFICE DEVELOPMENT COSTS

Pursuant to the terms of Paragraph 7 of the Agreement, the Purchaser is to make cash or in-kind contributions to the City for certain purposes as therein stated. The total dollar amount of such contributions shall be 2% of the Development Costs of the Office Tower (calculated as described below in this Schedule One). Accordingly, the "Development Costs of the Office Tower shall be calculated as follows:

First: All Development Costs for all the Improvements incurred or anticipated to be incurred shall be ascertained or estimated.

Second: Of the Developments Costs ascertained or estimated as provided in First above in this Schedule One, those "direct construction costs" (i.e. the costs which are identifiable to a specific area of the Improvements or the result of specific contracts) for each of the four principal areas of the Improvements (those areas being office, hotel, retail/entertainment and parking, which four areas are hereinafter referred to as the "Four Principal Areas") shall be allocated and computed. Such allocation shall be on a fair, reasonable and consistent basis. Such "direct construction costs" shall include, but are not limited to the costs of the work usually provided under the following categories of plans and specifications: architectural (including, but not limited to work such as curtain wall, finishes and other matters usually covered by architectural drawings), structural, electrical,

mechanical (including, but not limited to work such as heating, ventilating, air conditioning, and plumbing), elevators, escalators and fire protection.

Third: Subtract the total of the "direct construction costs" of the Four Principal Areas described above at Second on this Schedule One from the total of the Development Costs ascertained or estimated at First above in the Schedule One. The amount resulting from such subtraction is hereinafter referred to as the total "indirect Development Costs" for the Improvements.

Fourth: Apportion the "indirect Development Costs" computed at Third above in this Schedule Two among the Four Principal Areas based on the ratio of "direct construction costs" for each such area determined at Second above in this Schedule One.

Fifth: The "Development Costs of the Office Tower" are the sum of the "direct construction costs" for the Office Tower determined at Second above in this Schedule One added to the "indirect Development Costs" apportioned to the Office Tower as provided above in Fourth above in this Schedule One.

EXHIBIT "A"

Legal Description of Block 16

A tract of land consisting of all Lots and all streets and alleys within Block 16 of Original Town of Chicago in the East part of the SE 1/4 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian,

Bounded as follows: Beginning at the convergence of the North Line of Lake Street and East Line of Dearborn Street; thence North along the East Line of Dearborn Street to the South Line of Wacker Drive; thence East along such South Line to the West Line of State Street; thence South along such West Line to the North Line of Lake Street; thence West along the such North Line to the place of beginning; together with all rights and appurtenances pertaining thereto, including the rights of an owner thereof to abutting public streets and alleys.

Exhibit "B"

QUIT CLAIM DEED

This Deed made as of the ____ day of _____, 1984.

Pursuant to the Commercial District Development Commission Ordinance (Chapter 15.1 of the Grantor's Municipal Code) and Grantor's powers as a home rule unit under provisions of the Constitution of Illinois of 1970, the City of Chicago (the "City"), a municipal corporation of Illinois, in consideration of ten dollars ($10.00) and other good and valuable consideration receipt of which is hereby acknowledged, conveys and quit claims to Libra Partners/Americana/Urban Venture, (the "Purchaser"), the following described real estate (the "Site"), subject to the reservations, covenants and conditions herein contained:

> A tract of land consisting of all Lots and all streets and alleys within Block 16 of Original Town of Chicago in the East part of the SE ¼ of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian,
>
> Bounded as follows: Beginning at the convergence of the North Line of Lake Street and East Line of Dearborn Street; thence North along the East Line of Dearborn Street to the South Line of Wacker Drive; thence East along such South Line to the West Line of State Street; thence South along such West Line to the North Line of Lake Street; thence West along the such North Line to the place of beginning; together with all rights and appurtances pertaining thereto, including the rights of an owner thereof to abutting public streets and alleys.

This Deed is made and executed upon and is subject to the liens, terms, conditions and covenants set forth below in Paragraphs 2 through 20, which liens, terms, conditions and

covenants are part of the consideration given to the City by Purchaser in payment for the Site.

1. Certain Definitions. For all purposes of this Deed, each of the following terms shall have the respective meaning assigned to it as follows:

Agreement: That certain Restated Redevelopment Agreement and Contract for the Sale of Land, North Loop, dated as of September 30, 1984, by and between the City and the Purchaser, concerning the sale and conveyance of the Site to the Purchaser pursuant to which agreement, this Deed was delivered. Those certain provisions of the Agreement as specified below are incorporated into this Deed by reference.

Commission: The Commercial District Development Commission established by the City as set forth in Chapter 15.1 of the Chicago Municipal Code.

Commissioner: The Commissioner of the Department of Planning of the City or other person designated by the Mayor of the City.

Complete: The substantial completion of the Improvements or a portion thereof as the context requires. For the purpose of this definition, the Hotel/Retail Building will be considered substantially complete when (i) the hotel facility and all public areas and the pedestrian access facilities (except the pedestrian "bridge" across Dearborn Street and the transit station space required under Paragraphs 3(a) and 3(b) below) described in Paragraph 3 below are substantially finished (subject to insubstantial incomplete matters such as the correction of "punch list items") and ready for beneficial use and

occupancy for the purpose intended, (ii) all in-kind contributions referred to in Paragraph 4 below, if any, are substantially finished (subject to insubstantial incomplete matters such as the correction of "punch list items") and ready for beneficial use and occupancy for the purpose intended, or binding contracts or obligations therefor in form and content reasonably satisfactory to the Commissioner have been delivered by the Purchaser to the City and (iii) the "shell and core" for the retail areas and transit facility referred to in Paragraph 3 below are substantially finished (but subject to insubstantial incomplete matters such as the correction of "punch list items") and ready for the installation of "tenant finishing work." For the purpose of this definition, the Office Tower will be substantially complete when the "shell and core" thereof are substantially finished (subject to insubstantial incomplete matters such as the correction of "punch list items") and ready for the installation of "tenant finishing work." This definition of "Complete" also is applicable to other forms of the word "complete", such as "Completion" and "Completed", as used in this Agreement.

Completion Certificate: The certificate to be given by the City pursuant to Paragraph 11 of the Agreement.

Development Costs: All costs, expenses and expenditures as defined in the Agreement incurred or anticipated to be incurred for the acquisition of the Site and the planning, development and construction of the Improvements.

Hotel/Retail Building: All Improvements except the Office Tower.

Improvements: The improvements to be constructed as shown in the drawings, plans and specifications approved by the City in accordance with Paragraph 9 of the Agreement.

Office Tower: That portion of the Improvements to be constructed for and devoted to offices.

Permitted Delays: Certain delays defined as "Permitted Delays" in the Agreement.

Project: The North Loop Redevelopment Project set forth in the Redevelopment Documents as such project may be revised from time to time by the City, provided that no such revision shall alter the use of the Site for the purposes contemplated by this Deed or the Agreement or substantially increase the Development Costs or delay the construction of the Improvements.

Redevelopment Documents: (a) The redevelopment plan for the Project approved by the Commission on March 20, 1979, and, as revised, approved by the Commission on October 12, 1982 which plan was approved by the City Council as stated in Recital A, (b) the North Loop Guidelines for Conservation and Redevelopment approved by the Commission on March 31, 1981, approved and revised by the Chicago Plan Commission on May 14, 1981 and, as so revised, approved by the City Council on October 22, 1981. The guidelines were further revised by the Commission on October 12, 1982 and, as so further revised, approved by the Chicago Plan Commission on October 14, 1982 and, with additional revisions, approved by the City Council on

October 27, 1982 and (c) the North Loop Tax Increment Redevelopment Area Redevelopment Plan and Project (January, 1984) approved by the City Council on June 20, 1984. The Redevelopment Documents include any revision in such plan and guidelines made from time to time by the City provided that no such revision shall alter the use of the Site for the purposes contemplated by this Agreement or substantially increase the Development Costs or delay the construction of the Improvements.

2. Damages for Failure to Complete. The City shall have a lien on the Site and the Improvements to secure certain liquidated damages of eight thousand one hundred eighty six dollars ($8,186) per day provided in Paragraph 3(e)(i) of the Agreement until certain conditions concerning the Hotel/ Retail Building as described in the Agreement are complied with, and the City shall have a lien on the Site and the Office Tower to secure certain liquidated damages of five thousand four hundred fifty eight dollars ($5,458) per day provided in Paragraph 3(e)(ii) of the Agreement until certain conditions concerning the Office Tower as described in the Agreement are complied with; provided however, that the amount of such damages are subject to adjustments as provided in Paragraph 3(E)(iii) of the Agreement. Upon request of the holder of any mortgage permitted under Paragraph 9 below, the City shall subordinate its liens to the lien of such mortgage by instrument in form and content reasonably satisfactory to such holder.

3. Pedestrian System, Transit Station and Service Access Tunnel. Purchaser shall provide, at no cost to the City

(except as expressly provided below in this Paragraph 3), a pedestrian passageway system to connect the Site with other improvements to be built in the area of the Project, provide space for a transit station and shall build and provide space for a service access to other blocks as follows:

(a) A grade-separated pedestrian bridge to extend westward over and to the center line of Dearborn Street in a manner and at a time to meet and connect with and join a similar facility constructed eastward from the building on Block 17 in the Project area to the center line of Dearborn Street. This pedestrian bridge shall be built to plans and specifications consistent with the Approved Schematics and the Approved Design Plans referred to in Paragraph 9 below. Such plans and specifications for such pedestrian bridge shall be approved by the City which will co-ordinate the construction thereof between the Purchaser and the developer of the building on Block 17 referred to. Purchaser shall provide such plans and specifications and undertake such construction on a schedule reasonably required by the City upon written notice by the City to the Purchaser to begin construction of such bridge; provided however, construction of such bridge shall not be commenced unless and until the structure to be built on the west side of Dearborn Street is complete or will be sufficiently completed so as to permit the entire bridge to be installed and completed. Such bridge, if first approved by the Commissioner, may be in the form of a structure, the east-west segment of which is constructed parallel to and supported by the Elevated Transit structure in Lake Street.

(b) Space for a two level (ground and second story) transit station along Lake Street in Block 16 for the elevated transit system providing areas for fare collection, entrances and exits, a bridge to the elevated platform and vertical movement by stair and elevator. Such space shall be of a size and location as reasonably required by the City and as generally described in RFP and shall include only interior perimeter walls, the exterior walls, floors and ceilings, all in a "rough" finish. The City shall provide all finishings including, but not limited to, the stairs, elevators and all doors. Prior to the City issuing the Certificate of Completion, the Purchaser shall by deed, easement or long term lease (by way of illustration, a lease of ninety-nine (99) years or longer term) or other grant convey to the City the space for such transit station by documents and on terms reasonably required by the City; provided that under such documents the City shall (i) be responsible for loss or injury occurring in such space, (ii) pay all real estate taxes therefor, (iii) pay the costs of heating, air conditioning, insurance (unless the City is self insured for such type or class of risk), utilities, maintenance and all services of operation and ownership for such space and (iv) maintain such space in a good, clean condition consistent with the standard of maintenance in the other Improvements.

(c) Purchaser shall cause pedestrian circulation within the Hotel/Retail Building to connect by doors and passages with the facilities described at (a) and (b) in this Paragraph 5 and the State Street Mall so that pedestrians may

enter or leave any of such facilities or mall and walk through the Hotel/Retail Building to the other such facilities or mall, and Purchaser and the City shall enter into a mutual easement and operating agreement establishing rights of access, hours during which access will be permitted, control of pedestrian traffic, security and related matters.

(d) A vehicular passage (the "Service Access") to provide access to the loading docks serving buildings in the south-half and the northwest quarter (which northwest quarter is hereinafter referred to as the "Tremont Site") of Block 36 in the Project area ("Block 36") and possibly the buildings in Block 37 of the Project area ("Block 37") so that there is no loading at grade level off Couch Place or Randolph Street in Block 36 and, possibly, no loading at grade level off the streets surrounding Block 37. As presently contemplated by the City, the Service Access would be located in and connected through the Tremont Site and, if possible and economically feasible, connected from that site through an underground tunnel (the "Tunnel") directly to Lower Wacker Drive below the grade of Lake and Dearborn Streets. The Tunnel could possibly connect to Lower Wacker Drive through the existing tunnel ramp off Garvey Court. The Tunnel is part of the Service Access as such terms are used in this Agreement. The Purchaser shall make available the sum of one million seven hundred thousand dollars ($1,700,000) (which sum is hereinafter referred to as the "Service Access Payment"), to be used in engineering and constructing the Service Access but shall have no further

obligation or liability with respect to the Service Access. The Service Access and Service Access Payment shall be subject to the following terms and conditions:

(i) On or prior to the earlier of the commencement of the construction of the Service Access or the first day of the twenty-second (22nd) month after the date of the Agreement, Purchaser shall deposit in an escrow established by the City and the Purchaser with a bank or trust company acceptable to the parties cash in the amount of the Service Access Payment or, at the Purchaser's option in lieu of such cash, an irrevocable bank letter of credit in the same amount issued by a Chicago bank acceptable to the City. Such funds or letter of credit shall be held in escrow, under appropriate escrow instructions, to pay the obligation of Purchaser pursuant to this subparagraph (d). Until such cash or letter of credit is deposited in such escrow, the City hereby reserves a lien to secure Purchaser's performance under this subparagraph (d). Upon such deposit being made by Purchaser, the City shall release such lien by a recordable written instrument delivered to Purchaser.

(ii) If the Service Access is constructed at the location and in accordance with the schematics approved by Purchaser as provided below in this subparagraph (d), the Service Access Payment shall be disbursed

through the escrow referred to in (i) above by means of periodic progress payments, made directly to the architects, engineers, contractors and materialmen for plans and specifications, other engineering and architectural services, labor and materials furnished to build the Service Access in accordance with the schematics approved by the Purchaser as provided below at (v). Upon the full disbursement of the Service Access Payment, the balance of the cost of the Service Access shall be provided by funds furnished or made available by the City in a timely manner so as to Complete the Service Access in due course.

(iii) In any event, construction of the Service Access shall not materially disrupt, delay or interfere with the timely construction of the Improvements in accordance with the terms and conditions of this Agreement.

(iv) If within seven (7) years after the date of this Deed, construction of the Service Access is not Completed, any undisbursed part of the Service Access Payment shall be paid over to the Purchaser, and the Purchaser shall have no further obligation under this Agreement concerning the Service Access.

(v) Prior to any disbursement of the Service Access Payment as provided by (ii) above, the City shall submit to the Purchaser, not later than the

last day of the ninth (9th) month after the date of the Agreement, schematic drawings of the proposed Service Access for Purchaser's approval. Such approval shall not be unreasonably withheld, shall be based upon the criteria described in (vi) below, and shall be approved or disapproved within forty-five (45) days of receipt of the above mentioned schematics. If Purchaser fails to respond in writing within such forty-five (45) day period either approving or disapproving the proposed schematics as submitted by the City, the Purchaser shall be deemed to have approved such schematics. If Purchaser disapproves the proposed schematics, Purchaser shall set forth in writing its reasons for such disapproval in Purchaser's response given within such forty-five (45) day period.

(vi) The design and location of the Service Access shall be based on the following criteria in the order of priority indicated:

First: No trucks or loading docks served by trucks shall use or be served off the grade level of Couch Place in Block 36;

Second: If feasible and economically possible, the Oliver and the Delaware Buildings in Block 36 shall be served by an underground passage or access tunnel;

Third: If feasible and economically possible, Block 37 shall be served by an underground passage or access tunnel going under Couch Place in Block 36, the south half of Block 36 and Randolph Street north of Block 37;

Fourth: If feasible and economically possible, the service and access referred to at First, Second and/or Third above will connect via the Tunnel to Lower Wacker Drive.

(vii) If the Tunnel is to be located in or under the Dearborn Street right-of-way and constructed simultaneously with the foundation of the Improvements, the Tunnel may be designed flush with, but not structurally integral to, the foundation of the Improvements. If the Tunnel is to be located in or under the Dearborn Street right-of-way and constructed after completion of the foundation of the Improvements, the Tunnel shall be constructed so as not to prevent (1) pedestrian use of the sidewalks for access to the lobby entrance of the Office Tower and (2) automobile ingress and egress to the parking garage in the Improvements.

(viii) Notwithstanding the foregoing, if the Service Access reaches grade level at Lake Street in the Tremont Site, at least twenty-five percent (25%) of the Service Access Payment shall be devoted to enhancing the facade of the structure to be built on the Tremont Site to minimize the visual impact of the portal for the Service Access and relate the facade of such structure to its facade on Dearborn Street. For the purposes of this subparagraph (d), if the conditions referred to in this subparagraph (viii) occur, the facade of the structure to be built on the

Tremont Site shall be considered part of the Service Access.

4. Contribution. As provided below in this Paragraph 5, the Purchaser shall make contributions totaling, in cash or in-kind, an amount equal to two percent (2%) of the Development Costs of the Office Tower, which costs shall be determined as described below in this Paragraph 5 and are herein referred to as the "Office Tower Costs."

(a) The funds from any cash portion of the contributions to be made by Purchaser pursuant to this Paragraph 5 shall be held as a fund or added to a fund (the "Fund") to be used only to enhance the total environment of the Project and for no other purpose. The Fund shall be administered and expended by a Commission or Committee of the City or by a not-for-profit corporation, trust or foundation created for such purpose. The City or its Commission or Committee or the corporation, trust or foundation having responsibility for the Fund shall have sole discretion over the expenditure of any such monies held therein.

(b) On the first day of the tenth (10th) month after the date of the Agreement, the Purchaser shall furnish to the City its good faith estimate of the Office Tower Costs accompanied by a certified check for fifty thousand dollars ($50,000) payable to the City for the Fund.

(c) From time to time thereafter, upon the written advice of the Commissioner confirming to the Purchaser that the City or its Commission or Committee or the corporation, trust

or foundation having responsibility for the Fund has received additional contributions or payments from developers in the Project area other than Purchaser or contributions from other third parties, Purchaser shall "match" such additional funds by paying over to the City or to the not-for-profit corporation, trust or foundation having responsibility for the Fund as the Commissioner directs, a like amount within sixty (60) days of such written advice from the Commissioner; provided however, the total of such cash contributions shall (i) not exceed, in total, the difference between the total contributions required by this Paragraph 5 and the value of the in-kind contributions approved by the Commissioner, (ii) not exceed seventy-five thousand dollars ($75,000) in any one calendar year (except if the contributions to be "matched" are more than such limit, such overage shall be carried forward until paid) or (iii) if not sooner paid, whether "matched" or not "matched", be paid upon Purchaser's request for a Completion Certificate. In no event shall such cash contributions be less than five hundred thousand dollars ($500,000).

(d) Until the cash portion of the contribution described in this Paragraph 5 has been paid, the City shall have a lien, reserved to it in the Deed, on the Site and Improvements to secure such cash contribution. Upon request of the holder of any mortgage permitted under Paragraph 14 below, the City shall subordinate any portion of such lien in excess of one million eight hundred thousand dollars ($1,800,000) (as

reduced by the amount of such contributions from time to time paid or completed) to the lien of such mortgage by instrument in form and content reasonably satisfactory to such holder.

(e) The "Development Costs of the Office Tower" shall be determined in accordance with the contents of Schedule One attached to the Agreement. Purchaser shall provide a final accounting of such Development Costs certified to by an officer or principal of a member of Purchaser within sixty (60) days after the City issues the Completion Certificate for the Office Tower together with any additional contribution thereby indicated. If such final accounting indicates that the total contribution is less than the estimate paid by Purchaser, the City shall pay to Purchaser any such difference within thirty (30) days of such final accounting. Purchaser shall maintain all records pertaining to such Development Costs for a period of at least three years after the date of the Completion Certificate and shall make such records available to the City, its agents and representatives during business hours for inspection and copying for the purpose of reviewing the computation of such contributions.

(f) Notwithstanding any other provision of this Agreement, the Purchaser's total amount of contributions, cash and in-kind, if any, made pursuant to this Paragraph 5 shall not be less than one million five hundred eighty thousand dollars ($1,580,000).

5. Assignability and Transfer.

(a) Until Completion Certificates are issued, neither Purchaser nor any of its members, partners or shareholders

shall assign, transfer or convey all or any of its or their interest in the Purchaser, or assign, lease (except for leases made in the ordinary course of leasing portions of the Site or the Improvements for office, hotel and commercial uses at market rents and on market terms), transfer or convey any of its or their interest in that portion of the Site and Improvements for which a completion certificate has not issued, or any of its or their rights, duties or obligations under this Agreement, (such proposed assignments, leases, transfers and conveyances are hereinafter referred to as a "Proposed Transfer") without the prior written consent of the Commissioner being first obtained. Proposed Transfers also include, but are not limited to, admitting additional partners or permiting shares of stock to be issued to additional shareholders.

(b) So long as after a Proposed Transfer the Purchaser's principals identified on Exhibit "F" attached to the Agreement remain in active management and direct control of the construction and development of the Improvements, the Commissioner may withhold consent to any such Proposed Transfer (including, without limitation, a transfer of a portion of the Site and Improvements to a separate partnership or entity) only if the assignee, lessee, grantee or transferee is a person precluded by Paragraph 11 below from having an interest in Purchaser, the Site or the Improvements or this Agreement, but shall not otherwise withhold consent. In the event that after a Proposed Transfer is consummated, the Purchaser's principals identified on Exhibit "F" attached to the Agreement will not be

in active management and direct control or share in such management and control of the construction and development of such portion of the Improvements, or if the assignee, lessee, grantee or transferee is a person precluded by Paragraph 16 below from having an interest in Purchaser, the Site, the Improvements or this Agreement, the Commissioner may withhold his or her consent to such Proposed Transfer in his or her sole discretion.

(c) The Commissioner shall consent or, in writing, specify the reasons for withholding its consent to any Proposed Transfer within ten (10) days after receipt from the Purchaser of documents disclosing the names of the parties interested, directly and indirectly, in such Proposed Transfer and copies of the proposed instruments of assignment, lease, transfer, conveyance, admitting additional partners or issuing shares of stock to new shareholders. Such documents disclosing such names shall be in accordance with and on forms meeting the requirements of the Commissioner. If the Commissioner fails to respond to any request for such consent within such ten (10) day period, such failure shall be deemed a consent to such Proposed Transfer. In the event the Commissioner fails to respond, upon written request of the Purchaser, the Commmissioner will give Purchaser a written acknowledgement that it received such a request for a consent and failed to respond thereto.

(d) As used herein, the term "active management and direct control" means that the individual or entity is actively

involved in the affairs of the Purchaser, partakes in making substantial decisions and is involved in the over-all supervision of the enterprise; it does not require day-to-day participation in these activities. No assignment, lease, transfer or conveyance, whether or not consented to by the City, shall relieve the Purchaser of its obligations under this Agreement, subject to the limitations of Paragraph 3(g) in the Agreement and all assignees, lessees, transferees and grantees of any interest, direct or indirect, in the Site, the Improvements, the Purchaser or this Agreement, whether or not consented to by the City (including, but not limited to, any condominium association created to manage and administer all or any portion of the Site or Improvements), shall hold such interest in accordance with the terms and provisions of this Agreement. Nothwithstanding the provisions of this Paragraph 9, the Purchaser may mortgage all or portions of the Site and the Improvements as provided by Paragraph 10 below.

(e) At the time of the submission of a Proposal by Purchaser in response to a Request for Proposals advertised by the City beginning November 1, 1982 and the subsequent agreement between the Purchaser and the City dated as of February 18, 1983 entitled Redevelopment Agreement and Contract for the Sale of Land, North Loop, Block 16 (the "Original Redevelopment Agreement"), it was contemplated by the Purchaser that Americana Hotels Corporation, an affiliate of Americana Loop Associates, a partner of the entity constituting the Purchaser, would become the operator of the hotel facility included in the

Hotel/Retail Building. In the event that Purchaser shall hereafter advise the Commissioner in writing that Americana Hotels Corporation will not be the operator of such hotel facility, and provided that such advice of Purchaser also certifies that the persons identified in Exhibit "F" attached to the Agreement continue to remain in active management and direct control of the construction and development of the Improvements, Americana Loop Associates, including all partners therein, shall thereupon be fully and forever discharged and released by the City of Chicago of and from all duties, obligations and liability arising under this Agreement, the Original Redevelopment Agreement and all Proposals of Purchaser which are referred to in such Agreement and Original Redevelopment Agreement defined in the Agreement. Such release shall become effective on the condition herein provided without any further action or confirmation thereof by the City of Chicago and whether or not Americana Loop Associates continues thereafter to own an interest in the Purchaser.

6. Barricades. Purchaser shall install a construction barricade of a type, kind and appearance approved by the Commissioner and, until the barricades erected pursuant to this Paragraph 6 are removed with the approval of the Commissioner, the Commissioner shall first approve: (a) the maintenance and appearance requirements therefor, (b) the color scheme and painting requirements thereof and (c) the nature, type, content and design of all signs thereon as proposed by the Purchaser.

7. Construction and Approval of Plans and Financing. Purchaser shall redevelop the Site for use in accordance with the Redevelopment Documents and construct the Improvements thereon and submit plans and evidence of financing therefor all in accordance with the Agreeme:

8. Schedule of Construction. Purchaser shall, subject to Permitted Delays, promptly commence and diligently Complete construction of the Improvements on the Site within the periods specified in the Agreement.

9. Limitation Upon Mortgages. Prior to the City giving a Completion Certificate, Purchaser shall not engage in any financing or any other transaction creating any mortgage, other encumbrance (such as, but not limited to, a "sale and lease back") or lien upon or security interest in the portions of the Site or the Improvements not covered by a Completion Certificate or upon any property or right included or paid as a Development Cost, or any part thereof, except for the purpose of obtaining funds in an amount not greater than the amount anticipated to be expended for the Development Costs. For the purpose of this Paragraph 9, "Development Costs" shall include the Purchaser's contribution to be made pursuant to Paragraph 7 of the Agreement, liquidated damages pursuant to Paragraph 3 of the Agreement and the "Security Amount" referred to in the Agreement in addition to the other items included in the definition of "Development Costs" on page 2 of the Agreement. No funds disbursed under any such mortgage, other encumbrance, lien or security interest shall be used for any purpose other than Development Costs.

10. Mortgagee Not Obligated To Construct. Notwithstanding any of the provisions of this Deed or the Agreement, the holder of any mortgage permitted by Paragraph 9 of this Deed [including any holder or its nominee who obtains title to the Site or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who is an affiliate of Purchaser and who thereafter obtains title to the Site or such part from or through such holder or (b) any other purchaser at foreclosure sale who is an affiliate of Purchaser] and shall not be personally obligated by the provisions of this Agreement to construct or complete the construction of the Improvements or to guarantee such construction or completion, nor shall any covenant or any other provision in the Deed be construed to so obligate such holder or nominee; but any such holder or nominee shall have the rights of Purchaser under this Agreement. Nothing in this Paragraph or any other provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Site or any part thereof to any use or occupancy or to construct any improvements thereon, other than the use, occupancy or Improvements provided or permitted in the Redevelopment Documents and this Agreement. Nothing in this Paragraph or in this Agreement shall be construed (i) to impose liability on the assets of any such mortgagee or its successors other than its or their rights, title or interest in the Site or Improvements or (ii) to release the Site or the Improvements from the liens in favor of the City reserved in the Deed unless

and until the amounts secured thereby under Paragraph 5 above are fully paid to the City or are otherwise satisfied. As used in Paragraph 10 the term "affiliate of Purchaser" means any person, corporation or other entity controlling, controlled by or under common control with Purchaser.

11. Conflict of Interest - City's Representatives Not Individually Liable. Prior to the City's issuing the Completion Certificate, no member of the Commission or other City board, commission or agency, official, or employee of the City shall have any personal interest, direct or indirect, in the Agreement, this Deed, the Site, the Improvements or the Purchaser; nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is directly or indirectly interested. No such member, official or employee of the City shall be personally liable to Purchaser, or any successor in interest, to perform any commitment or obligation of the City under this Deed or the Agreement nor shall any such person be personally liable in the event of any default or breach by the City.

12. Equal Employment Opportunity. Purchaser agrees that during the construction of the Improvements or performance of other work required by this Deed or the Agreement it shall implement the Affirmative Action/Equal Opportunity/Minority Business Program referred to in Paragraph 17(a) of the Agreement and shall comply with Federal and State of Illinois Equal

Employment and Affirmative Action statutes, rules and regulations, including but not limited to the Illinois Human Rights Act and regulations promulgated pursuant thereto.

13. Restrictions on Use. Purchaser agrees that Purchaser shall:

(a) devote the Site and the Improvements to the uses set forth in the Redevelopment Documents for the time specified therein; and

(b) not discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease, or rental or in the use or occupancy of the Site or any Improvements located or to be erected thereon, or any part thereof.

14. No Third Party Beneficiaries. The approvals given by the City pursuant to this Deed and the Agreement and the Completion Certificate when issued by the City shall be only for the benefit of the Purchaser, the mortgagee or other lien holder permitted by Paragraph 10 above, and their successors in interest in the Site and no other person or party may claim the benefit of such approval or certificate.

15. No Waiver by Delay. Any delay by a party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive such party of or limit such rights in any way. It is the intent of this provision that both parties should not be constrained, at a time when either may still hope to otherwise resolve the problems created by the

default involved, to exercise a remedy in order to avoid the risk of being deprived of or limited in the exercise of that remedy because of concepts of waiver, laches, or otherwise. No waiver shall be asserted against either party unless expressly made in writing, and no express waiver made by a party with respect to any specific default by the other party shall be construed, considered or treated as a waiver of the rights of such waiving party with respect to any other defaults of the other party.

16. Foreclosure of Liens. Any lien reserved or created by this Deed in favor of the City may be foreclosed by the City in accordance with the laws and statutes of the State of Illinois applicable to mortgage foreclosures.

17. Tax Increment Financing

(a) The City and the Purchaser agree:

(i) that for the purposes of this Deed and the Agreement the total minimum assessed value ("Minimum Assessed Value") of the Site and the Hotel/Retail Building and the Office Tower for the several years as noted are shown on Exhibit "H" attached to the Agreement which Exhibit is attached to this Deed and as such is amended from time to time is hereinafter in this Deed referred to as Exhibit "A".

(ii) that the real estate taxes derived from the Site and the Improvements arising from all tax rates of the various taxing districts for the several years as noted

are estimated to be as shown in Exhibit "I" attached to the Agreement which Exhibit is attached to this Deed as such is amended from time to time is hereinafter in this Deed referred to as Exhibit "B".

(b) With reference to the assessment of the Development Site or the Improvements or any part thereof, except as provided herein, the Purchaser shall not for any year referred to in Exhibit "A" attached hereto:

(i) apply for, seek, or authorize any exemption from the imposition or paying of any or all real property taxes, without first obtaining the prior written approval of the City.

(ii) directly or indirectly, seek to lower the assessed values below the amount of the Minimum Assessed Value shown on Exhibit "A" attached hereto.

(iii) apply for, seek, or authorize any reduction in the assessed value for the purpose of reducing real estate taxes without first notifying the City, in writing, of such application or attempt; and the Purchaser does hereby consent to the City's appearance, and shall provide to the City a reasonable opportunity to appear before any administrative and/or judicial body to contest or defend the assessed value against any such application or attempt to reduce such assessed value.

Notwithstanding the foregoing, in the event that the assessments, tax rates of all taxing districts or equalization factors, or

combination thereof, in effect for 1986 and future years would produce real estate taxes for the Site and Improvements for any year in excess of taxes set forth in Exhibit "B" attached hereto, the Purchaser may seek to lower the assessed values indicated in Exhibit "A" attached hereto or rates or equalization factors reflected in Exhibit "B" attached hereto for such year so long as any such reduction does not reduce the taxes levied and extended against the Site and the Improvements for such year below those specified in Exhibit "B" attached hereto. Notwithstanding the foregoing, in the event that by law, regulation, administrative action or judicial ruling applicable generally or to the entire Project, the assessed valuation, tax rate or equalization rate shall be reduced or any tax moratorium or deferment be granted, Purchaser shall have the right to participate in such reduction, moratorium or deferment and to pursue appropriate remedies to obtain such.

(c) The foregoing covenants (i) through (iii) in Paragraph 18(b) above shall be construed and interpreted as an express agreement between the Purchaser and the City that a major incentive inducing the City to enter into the arrangements and transactions described in this Agreement is to increase the assessed valuation of and the general real estate taxes payable with respect to the Site and Improvements. This Agreement may be used by the City, in the City's discretion, as admission against the Purchaser's interest in any proceeding.

18. City's Option to Pay Mortgage Debt or Purchase Property. In any case, where, subsequent to default by the

Purchaser under this Deed or the Agreement, the holder of any mortgage, trust deed or other similar instrument creating a security interest lien on the Site or the Improvements or a part thereof

(i) has under its mortgage, trust deed or other similar instrument, but does not exercise, the option to construct or complete the Improvements relating to the Improvement or part thereof covered by its mortgage, trust deed or other similar instrument and such failure continues for a period of sixty (60) days after the holder has been given written notice of such default by the City; or

(ii) undertakes the completion of the Improvements but does not Complete such construction within a six (6) month period following the date for such Completion provided in this Agreement, and such default shall not have been cured within sixty (60) days after written notice thereof to such holder from the City so to do,

the City shall (and every mortgage, trust deed or other similar instrument made prior to completion of the Improvements or any part thereof shall expressly so provide) have the option of paying to the holder of such mortgage, trust deed or other similar instrument the amount secured thereby and obtain an assignment of the mortgage, trust deed or other similar instrument and the debt secured thereby, or, in the event ownership of the Site or Improvements (or part thereof) has vested in such holder by way of foreclosure or action or deed in lieu

thereof, the City shall be entitled, at its option, to a conveyance to it of the Site or Improvements or part thereof (as the case may be) upon payment to such holder of the amount secured by such mortgage, trust deed or other similar instrument together with costs and interest at market rates if such mortgage, trust deed or other similar instrument has been foreclosed and interest under the mortgage, trust deed or other similar instrument has stopped accruing.

19. City's Option to Cure Mortgage Default. In the event of a default by the Purchaser under any mortgage, trust deed or other similar instrument creating an encumbrance or lien upon the Site or the Improvements or a part thereof, the City may at its option, exercised by written notice within thirty (30) days after the holder of such mortgage has given written notice of default, cure such default by entering the Site and performing the necessary construction work or paying the sum then due; in either case the City shall be entitled, in addition to and without limitation upon any other rights or remedies to which it shall be entitled by this Deed or the Agreement, operation of law or otherwise, to reimbursement from the Purchaser of all costs and expenses incurred by the City in curing such default and shall have a lien upon the Site or the Improvements for such reimbursement: Provided, that any such lien of the City shall be subject always to the lien of (including any lien contemplated, because of advances yet to be made, by) any then existing mortgages on the Site or Improvements authorized by this Deed and the Agreement.

20. Payment of Taxes.

(a) During the term of any "construction loan" secured by a mortgage or other lien permitted by Paragraph 10 above, the Purchaser (i) shall arrange to have reserved with the holder of such mortgage or other lien a sum sufficient to pay the amount of taxes described in Exhibit "B" attached hereto accruing during such term and (ii) provide to the City such mortgagee's or lien holder's written commitment, in form and content satisfactory to the Commissioner, to use such reserved sum for the payment of the taxes indicated in this Paragraph 21(a). As used herein the term "construction loan" refers to a loan the proceeds of which are disbursed to pay the costs of construction as work is finished and payment therefor is made.

(b) From the end of the term of such "construction loan" through the end of the third calendar year after Completion of the Improvements, Purchaser shall maintain each year a cash deposit or letter of credit (from a bank satisfactory to the Commissioner) in the amount of the taxes for such year shown in Exhibit "B" attached hereto; provided, however, that if during such period the members of Purchaser have a combined net worth in excess of five (5) times the taxes for such year, the Purchaser shall not be required to maintain such deposit or letter of credit with the City. For any year that Purchaser is desirous of avoiding maintaining such deposit or letter of credit, Purchaser shall provide to the Commissioner prior to January 1 of such year financial statements of the members of

Purchaser, signed by the party furnishing such and prepared in accordance with generally accepted accounting principles. For purposes of this subparagraph (b), the term "net worth" as used in this subparagraph (b) shall mean, as of the date of determination, the excess of the total assets of Purchaser over the total liabilities of Purchaser, determined in accordance with generally accepted accounting principles, excluding, however, from the determination of the total assets of Purchaser all assets which could be treated as intangible assets under generally accepted accounting principles consistently applied (including, without limitation, all patents, licenses, trade names, trademarks, copyrights, good will, deferred charges, unamortized debt discount and expenses, organizational expenses, and experimental and development expenses).

(c) In the event that Purchaser defaults in the payment of taxes for the years shown in Exhibit "B" hereto or defaults under the terms of any mortgage or other instrument creating a security interest lien on the Site or the Improvements or a part thereof, and such default is not cured, Purchaser shall deposit with the City from year to year the amount of the taxes required by such Exhibit due for such year on or before January 2 of the year during which such taxes are due.

21. Performance Bonds. The Purchaser shall require in all construction contracts for the Improvements that the contractors and subcontractors be bonded for their performance and payment by sureties having a AA rating or better using American Institute of Architects' forms (No. A311) or their

equivalent, with the City being shown as an additional obligee if upon enforcement of such bond, the City assumes the obligations thereby imposed. The City shall waive the requirement for such bond for any contractor or subcontractor for which the City receives from the Development Officer of Urban Investment & Development Co. responsible for the development and construction of the Improvements written certification in form and content satisfactory to the Commissioner that in such officer's opinion, the requirement of a bond for such contractor or subcontractor is not necessary because of the credit worthiness, history of performance, size of the contract or subcontract or other reason therefor which, in each case, shall be stated in such certification. With such certification, so long as the Purchaser does not receive such a bond or so long as a lender to Purchaser does not require such a bond, the requirement therefor under this Agreement shall be deemed waived.

22. Contingent Paragraphs. Notwithstanding the terms of Paragraphs 17, 18, 19, 20 and 21 above, such provisions shall not be applicable to the transaction contemplated by this Deed or the Agreement or enforceable against the Purchaser in the event the City does not enact a tax increment financing plan referred to in Recitals I and J of the Agreement affecting the Site and the Improvements.

23. Covenants: Binding Upon Successors In Interest: Period of Duration. It is intended and agreed that the liens, terms, conditions and covenants provided in Paragraphs 2 through 22 are covenants running with the land binding to the fullest

extent permitted by law and equity for the benefit and in favor of, and enforceable by, the City, its successors and assigns, and any successor in interest to the Site, or any part thereof, and the owner of any other land (or of any interest in such land) in the Project area which is subject to the land use requirements and restrictions of the Redevelopment Documents.

24. Consents and Approvals: The City will not unreasonably withhold any consent of approval requested by the Purchaser pursuant to the terms of this Deed and that any such consent or approval will not be unreasonably delayed or qualified.

25. Recording of Completion Certificate: Pursuant to Paragraph 11 of the Agreement, at Completion of portions of the Improvements in accordance with the Agreement on the conditions as provided in the Agreement, the City shall furnish Purchaser with an appropriate instrument certifying that the Improvements meeting such requirements have been Completed and the other obligations of the Purchaser to be performed prior to such certification are satisfied. Such certificates are referred to in this Deed and the Agreement as the "Completion Certificates." Upon recording of a Completion Certificate, except as expressly stated therein to the contrary, the liens, terms, conditions and covenants of this Deed set forth in Paragraphs 2 through 12, both included, and 16, 17 and 19 above, for the portion of the Improvements covered by such certificate shall be considered

and deemed satisfied, terminated, released and otherwise ended and of no force or effect after such recording.

IN WITNESS WHEREOF, the City of Chicago has executed executed this Deed, all as of the date first written above.

City of Chicago

By: _____
Harold Washington, Mayor

[City Seal]

Attest:

_____

City Clerk

State of Illinois)
) ss.
County of Cook)

Acknowledgement for the City of Chicago

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that _____ personally known to me to be the Mayor of the City of Chicago, and _____ personally known to me to be the Clerk of that city, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and such Clerk, they signed and delivered the above instrument and caused the seal of such city to be affixed thereto, pursuant to authority given by the City Council of that city as their free and voluntary act, and as the free and voluntary act and deed of such city for the uses and purposes therein set forth.

Given under my hand and seal, this ___ day of _____ 19__.

Commission expires
_____ 19__

_____
Notary Public

CABLE ADDR
TELEPHONE (312) 828-
XXX 923-5946

CONTINENTAL BANK
CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO
231 SOUTH LA SALLE STREET, CHICAGO, ILLINOIS 60693

EXHIBIT C

IRREVOCABLE DOCUMENTARY CREDIT NUMBER _____

APPLICANT
LIBRA PARTNERS/AMERICANA/
URBAN VENTURE
625 N. Michigan Avenue
Chicago, Illinois 60603

BENEFICIARY
CITY OF CHICAGO
120 NORTH LASALLE STREET
CHICAGO, ILLINOIS 60602

AMOUNT
USD 500,000
FIVE HUNDRED THOUSAND AND
00/100 U.S. DOLLARS

EXPIRY
09-30-85 AT OUR COUNTERS
September 30, 1985

DEAR SIR(S),

We hereby establish in your favor our Irrevocable Standby Letter of Credit Number which is available for payment of your drafts at sight, drawn on Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois, bearing the clause "DRAWN UNDER CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, CHICAGO, ILLINOIS, CREDIT NUMBER ," and accompanied by:

A certificate of the Commissioner of the Department of Planning of the City of Chicago certifying that:

(i) Beneficiary has the right to draw on the Letters of credit under Paragraph 3 of the Redevelopment Agreement and Contract for Sale of Land, North Loop Block 16, dated September 30, 1984, made by and between the City of Chicago and Libra Partners/Americana/Urban Venture,

(ii) by reason of such right, there is due and owing to said Beneficiary under this Letter of Credit the sum equal to the amount of the draft presented herewith and demand is hereby made for the payment of such sum due and owing under this Letter of Credit.

We hereby engage with you that your drawings in conformity with the terms of this letter of credit will be duly honored on presentation.

**This documentary credit is subject to the "Uniform Customs and Practice for Documentary Credits" (1974 revision) International Chamber of Commerce (Publication No. 290).

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO

For Cashier

For Cashier

PLEASE ADDRESS ALL CORRESPONDENCE TO:
Commercial Service National Bank and Trust Company of Chicago
Letters of Credit - 1560
231 South La Salle Street
Chicago, Illinois 60693

-97-

No. 197179

EXHIBIT "D"

DESCRIPTION OF PROPOSED DEVELOPER CONTRIBUTION

The Developer Contribution required pursuant to Paragraph 7 of the Agreement may consist of the cash and "in-kind" contributions described below:

1. The Purchaser urges the City to use the cash payments required by Paragraphs 7(b) and 7(c) of the Agreement for the specific purpose of enhancing cultural and entertainment activities in the Project area. In addition, the Purchaser urges the City to cause the formation of a not-for-profit or limited dividend corporation or to designate a City Commission for the purpose of promoting cultural and entertainment facilities and programs in the Downtown area. Such corporation or Commission should be established to receive tax-free contributions and grants for such purposes from interested citizens and entities as well as the Developer Contributions from the Purchaser and other developers of the Project.

2. The Purchaser may allocate a portion of the total Developer Contribution for the purpose of implementing an Affirmative Action Program for the proposed development. The scope of this allocation would be determined after a plan for the implementation of the Affirmative Action Program has been defined in a written proposal by the Purchaser approved by the Commissioner. It is contemplated that the major portion of the allocation described in this Paragraph would consist of "in-kind" services, such as special staffing, site offices and operating

costs. Matching grants to selected public and private agencies may be included as part of this contribution to defray added costs that may be incurred by such agencies under the approved Affirmative Action Plan.

3. The Purchaser proposes an environmental "in-kind" contribution by facilitating planning programs to improve and beautify the "EL" structure and related facilities in the vicinity of the Site and the proposed Improvements. Under this contribution, the Purchaser would fund preparation of conceptual plans for the "EL" between the east side of State Street right-of-way and the west side of the Dearborn Street right-of-way, and the Purchaser may also help defray selected capital costs pertaining to beautification recommended in such plan.

4. If, on approval of the Commissioner, the Purchaser proposes that the pedestrian bridge connecting the Improvements with the building to be constructed on Block 17 is implemented in the form of a structure the east-west segment of which is constructed parallel to and supported by the Elevated Transit structure in Lake Street, a portion of Purchaser's contribution may be allocated to help defray that portion of the cost of such bridge which exceeds the cost which Purchaser is required to contribute under the provisions of the RFP and Paragraph 5(a) of the Agreement.

EXHIBIT "E"

Description of Purchaser's Revised Proposal

1. Amended Proposal to Purchase Land For Private Development dated December 13, 1984 with exhibits, schedules, statements and information attached thereto including, Financial Information, Qualifications, Ownership Disclosure, Non-Collusion Affidavit, Narrative Description, Illustrative Documentation, Commitment re Contribution, Time Table, Financial Capability and Commitment re: Affirmative Action.

2. A letter dated February 14, 1984 addressed to the City signed by Eugene Golub on behalf of the Purchaser.

EXHIBIT "F"

In the case of Libra Partners, either Mr. Eugene Golub or Mr. Van L. Pell or an entity controlled by either or both of them.

In the case of Urban Investment and Development Co., a corporation, either that corporation or one or more of its affiliates, an affiliate being a person controlling, controlled by or under common control with such corporation.

EXHIBIT "G"

DESIGN CRITERIA FOR
AFFIRMATIVE ACTION PROGRAM

The Purchaser agrees to establish, maintain and implement a continuing Affirmative Action Program (the "Program") designed to promote equal opportunity in every aspect of employment and procurement of goods and services. The Affirmative Action Program shall include the following elements:

1. Policy Statement. Purchaser's commitment regarding equal employment opportunity and minority business enterprise utilization shall be expressed in a policy statement to be included in all contracts for construction of the Development and circulated to minority, female and non-minority community and business organizations. The statement shall provide as follows:

> Policy. Purchaser is committed to providing maximum opportunity for minorities and females in its Development Project. Neither Purchaser nor its contractors shall discriminate on the basis of race, color, religion, sex, age, handicap, special veteran status or national origin in any aspect of employment of the award and performance of contracts to be utilized for the Development Project. Furthermore, affirmative action will be taken, consistent with sound business policies and applicable law, to ensure that females, minorities and minority-owned business are afforded a fair and representative opportunity to participate in Purchaser's Development Project.

2. Designation of Personnel. Purchaser shall designate an Affirmative Action liaison officer and adequate staff to administer the Affirmative Action Program. The Program shall identify the initial liaison officer and describe the authority, responsibility and duties of such officer and support staff.

3. Employment During Construction Period. The Purchaser believes, based on experience in other major cities, that employment percentage goals should be established that are achievable under prevailing conditions of the local labor market. The Purchaser also recognizes the importance of establishing goals which are higher than the prevailing levels of minority and female employment.

Toward implementation of this aspect of the Affirmative Action Plan, the Purchaser has proposed in Exhibit "D" attached to the Agreement to set aside a portion of its "in-kind developer's contribution". Such contributions could be used, among other ways, to initiate an apprenticeship training program for minorities and females, in cooperation with City agencies, local trade unions, and representatives of the building industry.

The capacity of the Chicago area to furnish the labor input for an expanded Affirmative Action Program will be researched and documented. It is the Purchaser's intent to participate in such research as part of establishing a detailed Program.

4. On-Going Employment for Operation of Facilities. The Purchaser will establish minority and female employment goals for City approval before hiring commences for the operation of its completed facilities, i.e., building management and maintenance.

The Purchaser will advise the City of Chicago Office of Employment and Training of job openings, under a "First Source Agreement," prior to advising other employment resources

and Purchaser shall consider the persons referred by such City office within the time limits provided under such agreement.

5. Women's/Minority Business Enterprise. The formulation of an achievable plan and goals for utilization of Women's/Minority Business Enterprises in the Development is considered to be a critical element in the Purchaser's Affirmative Action Program. The Purchaser is committed to establishing the highest attainable standards in order to meet the City's objectives in this area. In this regard, the following techniques will be employed:

(a) The Purchaser will request input from women's/minority business enterprise assistance agencies, as well as the appropriate City agencies, in setting Women's/Minority Business Enterprise goals as part of its detailed Program.

(b) The Purchaser will establish goals for Women's/Minority Business Enterprise firms as a percentage of the retail tenant gross leaseable area in the Improvements.

(c) The Purchaser will require that the prospective hotel operator formulate and adopt an Affirmative Action Program, including goals for the purchase of services and supplies from Women's/Minority Business Enterprise firms.

(d) In formulating the goals for this aspect of the Affirmative Action Program, the Purchaser will consider the standards and experiences of governmental agencies and private enterprises in the Chicago area.

6. Linked Developments. The Purchaser will cooperate with the City of Chicago in establishing programs that

provide assistance and advice in the areas of leasing, planning, marketing and the establishment of model affirmative action programs to neighborhood-based projects. Under the Affirmative Action Plan, the Purchaser will commit to consider investment in or joint venture participation in neighborhood projects, but only if any such project meets the Purchaser's criteria for investment or joint ventures in the Purchaser's sole judgment and discretion.

7. Affirmative Action Procedures. The Purchaser will implement specific procedures to assure achievement of its minority and female employment and Women's/Minority Business Enterprise firms utilization goals.

(a) Previous Affirmative Action experience will be a consideration in the evaluation of contract bidder's proposals for construction contracts. Prospective contractors will be asked to address the subject of Affirmative Action in a positive manner. Each bidder will be encouraged to analyze and establish methods of achieving maximum results.

(b) The Purchaser will include specific provisions in all of its construction bid documents to secure the compliance of contractors, subcontractors and suppliers.

(c) With the assistance of the City, the Purchaser will develop and maintain a list of minority and female business assistance agencies and contractor associations for the purpose of providing timely notice of the intent to let contracts for construction or provision of services in the Development.

(d) The Purchaser will develop a program aimed at increasing the percentage of City residents employed on a temporary or on-going basis in the Development.

8. Definitions. As a part of the Affirmative Action Program, the Purchaser and the City will devise mutually acceptable definitions of certain terms used in the Program. Such definitions will seek to provide means of measurement or other objective standards to determine how Program goals are being met.

9. Maintenance of Records and Reports. The Purchaser will maintain records concerning the following:

(a) Identity of firms and dollar amount of contracts awarded to Women's/Minority Business Enterprise firms.

(b) Identity of and area computations for women/minority-owned businesses holding leases in the retail portion of the Development.

(c) Percentage statistics for minorities, females and Chicago residents employed in the construction of the Development and, similarly, percentage statistics pertaining to permanent employment in the operation of completed facilities.

EXHIBIT "H"

ASSESSMENT LEVELS

Tax Year*	Minimum Assessed Value (After Equalization)
1985	$ 7,060,947
1986	7,060,947
1987	7,060,947
1988	7,060,947
1989	15,622,845
1990	29,390,269
1991	51,501,433
1992	60,845,653
1993	70,855,008
1994	73,689,208
1995	76,636,776
1996	79,702,247
1997	82,890,337
1998	86,205,951
1999	89,654,189
2000	93,240,356
2001	96,969,971
2002	100,848,769
2003	104,882,720
2004	109,078,029
2005	113,441,150
2006	117,978,796
2007	122,697,948

This Exhibit is subject to adjustment made as provided in Exhibit "I" to this Agreement. The Minimum Assessed Values shown are the values determined by multiplying the assessed values determined by the Cook County Assessor as adjusted by the Cook County Board of Appeals by the equalization factor established by the State of Illinois.

* The tax year is the year in which the assessment is applicable and taxes accrue. The taxes for any particular year are payable in the following year; hence, 1985 taxes are payable in 1986, and the taxes for the Minimum Assessed Value shown for 1985 would be paid in 1986.

EXHIBIT "I"

FUTURE TAXES

Tax Year	Key Event	Tax Amount
1985	Construction of Hotel/Retail Building. Begins in Fourth Quarter.	$ 709,837
1986		709,837
1987		709,837
1988	Hotel/Retail Building completed in Fourth Quarter; Office Tower construction beginning no later than Second Quarter.	709,837
1989		1,370,565
1990	Office Tower complete in First Quarter.	2,954,604
1991		5,177,439
1992		6,116,813
1993		7,123,054
1994		7,407,976
1995		7,704,295
1996		8,012,467
1997		8,332,966
1998		8,666,284
1999		9,012,936
2000		9,373,453
2001		9,748,391
2002		10,138,327
2003		10,543,860
2004		10,965,614
2005		11,404,239
2006		11,860,408
2007		12,334,825

This Exhibit is subject to the following:

* The tax year is the year in which the taxes accrue. The taxes for any particular year are payable in the following year; hence, the 1985 taxes are payable in 1986.

A. This Exhibit was prepared on the following assumptions:

1.	Number of Hotel Rooms	690
2.	Gross Square Feet of Retail Space	200,000
3.	Gross Square Feet of Office Space	560,000

4. The hotel will be fully assessed during the fifth (5th) full calendar year after Completion thereof, and the Completion will occur during the last third of the calendar year; hence, there will be no assessment of the hotel improvements for that year. Between the calendar year in which Completion occurs and the calendar year during which full assessment occurs, the hotel will be assessed as follows:

1st year	50% of full assessment
2nd year	70% of full assessment
3rd year	80% of full assessment
4th year	90% of full assessment

5. That the retail space will be fully assessed during the third (3rd) full calendar year after Completion thereof, and the Completion will occur during the last third of the calendar year; hence there will be no assessment of the retail improvements for that year. Between the calendar year in which retail space is Completed and the calendar year during which full assessment occurs, the retail space will be assessed as follows:

1st year	50% of full assessment
2nd year	75% of full assessment

6. That the office space will be fully assessed during the fourth (4th) full calendar year after Completion thereof, and since the Completion will occur during the first third of the calendar year; this will be considered the first (1st) full calendar year. Between the calendar year in which it is Completed and the calendar year during which it realizes Stabilized Occupancy, the Office space would be assessed as follows:

1st year	20% of full assessment
2nd year	70% of full assessment
3rd year	85% of full assessment

B. The following tax dollars per unit were used in calculating the taxes for each year shown in the column headed "Tax Amount":

Per Gross Square Foot of Retail and Office Space	$4.00 per square escalated at 4% per year from 1982
Per Hotel Room	$2,300 escalated at 4% per year from 1982

C. As a prerequisite to the Commissioner's approval of the Approved Schematics for the Hotel/Retail Building, the City and Purchaser shall execute an amendment to this Exhibit "I" and to Exhibit "H" to this Agreement making appropriate increases in the Tax Amount shown in this Exhibit "I" and in the Assessment shown in such Exhibit "H" pro rata to any increase in the number of Hotel Rooms and/or the gross square feet of retail space shown in the proposed Schematics for the Hotel/Retail Building.

D. As a prerequisite to the Commissioner's approval of the Approved Schematics for the Office Tower, the City and the Purchaser shall execute an amendment to this Exhibit "I" and to Exhibit "H" to this Agreement making appropriate increases in the Tax Amount shown in this Exhibit "I" and the Assessment

shown in such Exhibit "H" pro rata to any increase in the gross square feet of office space shown in the proposed schematics for the Office Tower.

E. In the event a "Key Event" identified above in this Exhibit "I" or a subsequent related event is delayed by reason of a Permitted Delay and notice thereof is given pursuant to the Agreement, the City and the Purchaser shall execute an amendment to this Exhibit "I" and Exhibit "H" to this Agreement making adjustments to the taxes and assessments as appropriate to reflect the Permitted Delay suffered. The effect of such adjustments shall be to defer the applicable amount of such taxes and assessments to subsequent tax years determined by the occurrence to the appropriate "Key Events."

This Exhibit is subject to the following:

* The year in which the taxes accrue. The taxes are payable in the following year, i.e., the 1984 taxes are payable in 1985.

A. This Exhibit was prepared on the following assumptions:

1. Number of Hotel Rooms 690
2. Gross Square Feet of Retail Space 200,000
3. Gross Square Feet of Office Space 560,000
4. The Hotel would achieve Stabilized Occupancy during the fifth (5th) year after Completion thereof and be fully assessed for such fifth (5th) year. Between the year in which Completion occurs and the year during which Stabilized Occupancy occurs the Hotel would be assessed as follows:

1st year	50% of full assessment
2d year	70% of full assessment
3d year	80% of full assessment
4th year	90% of full assessment

5. That the Retail Space would achieve Stabilized Occupancy during the third (3d) year after Completion and would be fully assessed in such third (3rd) year. Between the year in which it is Completed and the year

during which it realizes Stabilized Occupancy, the Retail space would be assessed as follows:

1st year	50% of full assessment
2d year	75% of full assessment

B. The following tax dollars per unit were used in calculating the taxes for each year shown in the colum headed "Tax Amount":

Per Gross Square foot of Retail and Office Space	$4.00 per square escalated at 4% per year from 1982
Per Hotel Room	$2,800 escalated at 4% per year from 1987

C. As a prerequisite to the Commissioner's approval of the Approved Schematics for the Hotel/Retail Building, the City and Purchaser shall execute an amendment to this Exhibit "I" and to Exhibit "H" to this Agreement making appropriate adjustments in the Tax Amount shown in this Exhibit "I" and in the Assessment shown in such Exhibit "H" as indicated by any increases in the number of Hotel Rooms and/or the gross square feet of retail space shown in the proposed Schematics for the Hotel/Retail Building.

D. As a prerequisite to the Commissioner's approval of the Approved Schematics for the Office Tower, the City and the Purchaser shall execute an amendment to this Exhibit "I" and to Exhibit "H" to this Agreement making appropriate adjustments in the Tax Amount shown in this Exhibit "I" and the

Assessment shown in such Exhibit "H" as indicated by any increase in the gross square feet of office space shown in the proposed schematics for the Office Tower.

E. In the event, a "Key Event" identified above in this Exhibit "I" or a subsequent related event is delayed by reason of a Permitted Delay and notice thereof is given pursuant to the Agreement, the City and the Purchaser shall execute an amendment to this Exhibit "I" and Exhibit "H" to this Agreement making adjustments to the taxes and assessments as appropriate to reflect the Permitted Delay suffered.

COMMITTEE ON AVIATION.

AUTHORITY GRANTED TO AMEND CHAPTER 37, SECTIONS 37-11(A) AND (B) OF MUNICIPAL CODE CONCERNING TWO-TIER LANDING FEE RATES.

The Committee on Aviation submitted the following report:

CHICAGO, October 25, 1984.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed ordinance transmitted with a communication signed by Thomas Kapsalis, Commissioner, City of Chicago Department of Aviation (which was referred on July 23, 1984) authorizing an amendment to the Municipal Code, Sections 37-11 (a) and (b), begs leave to recommend that Your Honorable Body Pass the said proposed ordinance which is transmitted herewith.

This recommendation was concurred in unanimously by the members of the committee.

Respectfully submitted,
(Signed) FRANK A. DAMATO,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus 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 37-11 (a) and 37-11 (b) of Chapter 37 of the Municipal Code of Chicago are hereby amended by inserting the language in italics and deleting the language bracketed, as follows:

37-11 (a) For each landing at Chicago-O'Hare International Airport of an aircraft [not] operated by [a scheduled airline, and not a non- commercial private aircraft, $1,275] *an airline signatory of the 1983 Airport Use Agreement the rate* per thousand pounds approved maximum landing weight or fraction thereof *determined in said Agreement,* provided that the minimum charge for each such landing shall be..... $3.50

37-11 (b) For each landing at Chicago-O'Hare International Airport of [a non-commercial private aircraft $1,275] an aircraft other than those specified in paragraph (a) hereinabove $1.184 per thousand pounds approved maximum landing weight or fraction thereof, provided that the minimum charge for each shall be..... $3.50, except for a non-commercial private aircraft for which the minimum charge for each shall be..... $25.00

SECTION 2. This ordinance shall be in force and effect beginning July 1, 1983.

AUTHORITY GRANTED FOR SUBLEASE AGREEMENT BETWEEN AIR FRANCE AND AIRSPED, INCORPORATED FOR PREMISES AT CHICAGO - O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, October 25, 1984.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed ordinance transmitted with a communication signed by Thomas Kapsalis, Commissioner, City of Chicago Department of Aviation (which was referred on April 9, 1984) authorizing a sublease agreement between Air France and Airsped, Incorporated begs leave to recommend that Your Honorable Body Pass the said proposed ordinance which is transmitted herewith.

This recommendation was concurred in unanimously by the members of the committee.

Respectfully submitted,
(Signed) FRANK M. DAMATO,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus 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 Commissioner of Aviation and the City Comptroller, subject to the approval of the Corporation Counsel as to form and legality, are authorized to execute a consent to the attached sublease agreement between Air France and Airsped, Inc. for the sublease of certain premises at Chicago-O'Hare International Airport, said sublease agreement to be in the following form:

[Sublease Agreement printed on pages 10382 thru 10386 of this Journal.]

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

AUTHORITY GRANTED FOR LEASE AGREEMENT BETWEEN CITY AND UNITED STATES DEPARTMENT OF THE AIR FORCE.

The Committee on Aviation submitted the following report:

CHICAGO, October 25, 1984.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed ordinance transmitted with a communication signed by Thomas Kapsalis, Commissioner, City of Chicago Department of Aviation (which was referred on June 21, 1984) authorizing a lease agreement between the U. S. Department of the Air Force and the City of Chicago, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith.

This recommendation was concurred in unanimously by the members of the committee.

Respectfully submitted,
(Signed) FRANK A. DAMATO,
Chairman.

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

(Continued on page 10387)

SUBLEASE AGREEMENT

between

COMPAGNIE NATIONALE AIR FRANCE

and

AIRSPED, INC.

1. Purpose of the Agreement - This agreement provides for the sublease by Compagnie Nationale Air France ("Air France") to Airsped, Inc. of certain space in the Air France air cargo facility at Chicago-O'Hare International Airport, which is subleased by Air France from Continental Air Lines, Inc., pursuant to a Sublease Agreement dated May 16, 1977 (the "Sublease"), the Sublease being subject to the terms and conditions of that certain Cargo Building Site Lease between the City of Chicago and Continental Air Lines, Inc., dated August 25, 1966 (the "Basic Lease").

2. Term of the Agreement - This agreement shall become effective July 1, 1982, until November 10, 1987, unless and until terminated by either party by written notice to the other given not less than 60 days prior to the effective date of such termination.

3. Deacription of Space - The space to be used by Airsped, Inc. consists of office space, comprising a total of approximately Four hundred twenty five (425) square feet, on the basement of the cargo facility, as shown on the attached Exhibit A.

4. Use of Space - Air France grants to Airsped, Inc. to use the said space for all normal activities associated with the conduct of Airsped, Inc. Freight Activity, including ingress and engress of Airsped, Inc. personnel. Air France will provide the heat, light, water and janitorial service for their entire leased area but shall have no liability for

4. Use of Space - (Cont'd)

failure or interruption of such services for any reason beyond its control.

5. Charges - Airsped, Inc., shall pay Air France the following charges for use of said space:

> $247.91 - per month for the 425 sq. ft. comprising the offices, at the rate of $7.00 per sq. ft. per year;
>
> and in addition, its pro-rate share of Air France's proportionate share of electrical energy and janitorial costs.
>
> The utility portion of the charges shall be reviewed yearly, and an adjustment made if the prorata share of Air France's actual expenses differ substantially from that estimated on the monthly invoice.

Such charges shall be paid monthly in advance to Air France at its offices at P.O. Box 66144, Chicago-O'Hare International Airport, 60666.

6. Liabilities - Airsped, Inc. shall defend, indemnify and hold Air France, Continental Air Lines, Inc., and the city of Chicago, and their agents and their employees, harmless from and against all claims, liabilities, losses, judgements and damages, including costs and expenses incident thereto, which may be asserted against, charged to or recoverable from Air France, Continental Air Lines, Inc., the City of Chicago, or any such agent or employee, by reason of injury to or damage to property, arising out of or in any manner connected with the performance of this agreement or the use or occupancy of the subleased premises by Airsped, Inc.

7. Notwithstanding the terms and conditions herein set forth, it is agreed that this sublease agreement is subject to and incorporates by reference all of the terms and conditions contained in the Basic Lease and in the Sublease, and that in the event of any conflict or inconsistency in any such terms and conditions, those set forth in the Basic Lease shall govern and prevail

8. Notices - All notices or communications provided for hereunder shall be sent by first class prepaid mail to Air France addressed to Air France, P.O. Box 66144, O'Hare International Airport, Chicago, Ill. 60666, to Airsped, Inc., P.O. Box 66013, O'Hare International Airport, Chicago, Ill. 60666 to Continental Airlines addressed to Continental Cargo Facility, P.O. Box 66093, O'Hare International Airport, Chicago, Ill. 60666 and to the City of Chicago, addressed to Commissioner of Aviation, Room 1111, City Hall, Chicago, Illinois 60602.

9. This agreement is subject to the consent of the City of Chicago and Continental Air Lines, Inc.

AGREED FOR:

COMPAGNIE NATIONALE AIR FRANCE

FRANÇOIS LAFAYE
GENERAL MANAGER U.S.A.
ATTORNEY-IN-FACT

8 July 1982
Date

AGREED FOR

By: Keith Ahlering
(Title) Vice President

6/22/82
Date

CONSENTED TO BY:

CONTINENTAL AIR LINES, INC.

By: Gary H. Lawrence

8/18/82
Date

CONSENT TO SUBLEASE

The undersigned hereby consent to the foregoing Sublease Agreement as authorized by ordinance of the City Council of the City of Chicago passed on _____ (C.J.P. _____).

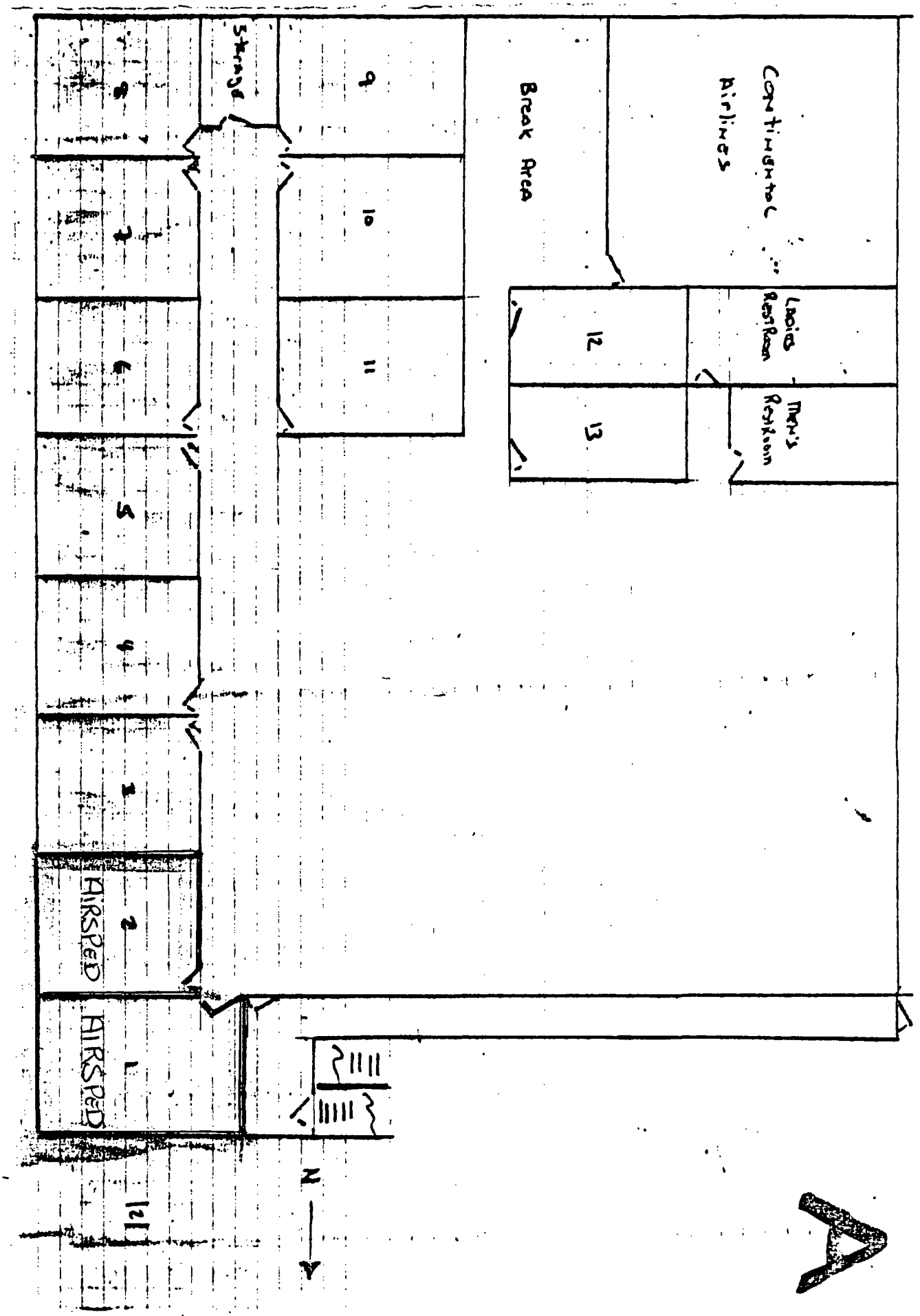
CITY OF CHICAGO

By _____
Commissioner of Aviation

By _____
City Comptroller

APPROVED AS TO FORM AND LEGALITY:

_____
Assistant Corporation Counsel


Continental Airlines
Break Area
Ladies Restroom
Men's Restroom
Strange
9
10
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12
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3
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AIRSPEED
AIRSPEED
N

(Continued from page 10381)

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus 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 and to the approval of the City Comptroller and the Commissioner of Aviation and approval as to form and legality by the Corporation Counsel are authorized to execute in behalf of the City of Chicago an agreement with the United States Government, said agreement to be in the following form:

[Lease Agreement printed on pages 10388 thru 10390 of this Journal.]

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

AUTHORITY GRANTED FOR SUBLEASE AGREEMENT BETWEEN CONTINENTAL AIRLINES AND ZANTOP INTERNATIONAL AIRLINES, INCORPORATED FOR PREMISES AT CHICAGO-O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, October 25, 1984.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed ordinance transmitted with a communication signed by Thomas Kapsalis, Commissioner, City of Chicago Department of Aviation (which was referred on July 9, 1984) authorizing a sublease agreement between Continental Airlines and Zantop International Airlines, Incorporated begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith.

(Continued on page 10391)

DEPARTMENT OF THE AIR FORCE
SUPPLEMENTAL AGREEMENT NO. 3
TO
LEASE NO. DACA-45-1-77-6207
O'HARE AIR RESERVE FORCES FACILITY, ILLINOIS

This Supplemental Agreement No. 3, granted by the Secretary of the Air Force, hereinafter referred to as the Government, to the City of Chicago, Department of Aviation, hereinafter referred to as the lessee, WITNESSETH THAT:

WHEREAS, on the 23rd day of May 1978, the Secretary of the Air Force granted a revocable lease, No. DACA-45-1-77-6207, to the City of Chicago, Illinois, for a term of two (2) years, beginning 1 May 1977 and ending 30 April 1979, to use approximately 6.12 acres of land for vehicle parking purposes at O'Hare Air Reserve Forces Facility, Illinois; and

WHEREAS, Supplemental Agreement No. 1, dated the 1st of July 1980, extended the term of said lease for a period of two (2) years, changed the rental consideration, and added an additional condition; and

WHEREAS, Supplemental Agreement No. 2, dated the 19th of March 1982, extended the term of said lease for an additional period of two (2) years, deleted the paragraph in Supplemental Agreement No. 1 referring to rental consideration, and added a new paragraph concerning the rental consideration; and

WHEREAS, the lessee has requested that the term of said lease be extended for an additional two (2) year period; and

WHEREAS, it has been determined that the vehicle parking area is available for the extended term; and

WHEREAS, regulations require the charging of rental commensurate with the fair market value of the leased premises; and

WHEREAS, the fair market rental value of said leased premises has been determined by appraisal to be $66,700.00 per annum or 33 1/3 per cent of gross receipts whichever is greater; and

WHEREAS, it has been determined that Conditions Nos. 2 and 23 of aforesaid lease must be modified to change the address of the District Engineer; and

WHEREAS, due to enactment of Public Law 96-304, Section 306, requiring late charges for overdue rent, an additional condition is required; and

WHEREAS, the Department of the Air Force requires that a non-discrimination clause be added to each Air Force outgrant; and

WHEREAS, the Department of the Air Force has directed that the lease be supplemented and it is in the best interest of the Government to supplement said lease.

NOW, THEREFORE, in consideration of the premises, effective upon execution of this Supplemental Agreement, Lease No. DACA-45-1-77-6207 is hereby amended in the following particulars but in no others:

a. The term of said lease is hereby extended for an additional period of two (2) years beginning 1 May 1983 and ending 30 April 1985.

b. That all references to Conditions No. 1 concerning the rental consideration in the original lease and Supplemental Agreements numbered 1 and 2 are hereby deleted in their entirety and the following substituted therefor.

1. That the lessee shall pay to the United States rental in the amount of Sixty-Six Thousand, Seven Hundred and no/100 dollars per annum, payable annually in advance, or 33 1/3% of the annual gross receipts collected from the leased area, whichever is the greater amount. The lessee shall also pay to the United States on demand any sum which may have to be expended after the expiration, revocation, or termination of this lease in restoring the premises to the condition required by Condition No. 20 (alternate) hereof. Compensation shall be made payable to the Treasurer of the United States and forwarded by the lessee direct to the District Engineer, Louisville District, Corps of Engineers, P. O. Box 59, Louisville, Kentucky 40201.

c. That in Conditions Nos. 2 and 23 the words "District Engineer, Omaha District, Corps of Engineers, 6014 U. S. Post Office and Court House, Omaha, Nebraska 68102" are hereby deleted and the words "District Engineer, Louisville District, Corps of Engineers, P. O. Box 59, Louisville, Kentucky 40201" are substituted in lieu thereof.

d. That the following is added as Condition No. 28 to subject lease:

28. The Government will impose a charge, the amount to be determined by law or regulation, on late payment of rent or other payments due under this agreement for each 30-day period that the payment is overdue. The full late charge will also be applicable to periods of less than 30 days.

29. The lessee does, by the acceptance of this lease, convenant and agree for itself, its assigns, and successors in interest to the property herein used or any part thereof:

(a). That the used premises will be operated as a Government owned facility in full compliance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Age Discrimination Act of 1975 (42 U.S. C. 6102), and the Department of Defense Directive 5500.11 (32 C.F.R. 300), and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of the Air Force and in effect on the date of this lease to the end, that no person in the United States shall, on the grounds of race, sex, color, or national origin be excluded from participation in, be denied the benefits of, or

be subjected to discrimination under and programs or activities provided thereon;

(b). That the United States shall have the right to judicial enforcement of these covenants not only as to the lessee, its successors and assigns, but also as to sub-lessees doing business or extending services under contractual or other arrangements on the land and facilities herein; and

(c). In the event of a breach of any of the conditions set forth above, the United States may terminate this lease as provided herein; provided, however, that the failure of the United States to insist in any one or more instances upon complete performance of any of the said conditions shall not be construed as a waiver or a relinquishment of the future performance of any such conditions, but the obligations of the lessee with respect to such future performance shall continue in full force.

THAT ALL OTHER TERMS AND CONDITIONS of the aforesaid lease shall remain in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Air Force this _____ day of _____, 1984.

_____
ROBERT R. HUMPHREYS
Chief, Real Estate Division
Louisville District, Corps of Engineers

The above Supplemental Agreement No. 3, together with all conditions thereof, is hereby accepted this _____ day of _____, 1984.

CITY OF CHICAGO
DEPARTMENT OF AVIATION

BY: _____

TITLE: _____

(Continued from page 10387)

This recommendation was concurred in unanimously by the members of the committee.

Respectfully submitted,
(Signed) FRANK A. DAMATO,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus 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 Commissioner of Aviation and the City Comptroller, subject to the approval of the Corporation Counsel as to form and legality, are authorized to execute a Consent to the attached sublease agreement between Continental Airlines, Inc. and Zantop International Airlines, Inc. for the sublease of certain premises at Chicago-O'Hare International Airport, said sublease agreement to be in the following form:

[Sublease Agreement printed on pages 10392 thru 10424 of this Journal.]

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

AUTHORITY GRANTED FOR FACILITIES AND RESERVOIRS SITE LEASE AGREEMENT AND GRANT OF RELATED EASEMENT BETWEEN CITY AND NORTHWEST SUBURBAN MUNICIPAL JOINT ACTION WATER AGENCY.

The Committee on Aviation submitted the following report:

(Continued on page 10425)

CONTINENTAL AIR LINES, INC.
O'HARE INTERNATIONAL AIRPORT

CARGO BUILDING

SUBLEASE AGREEMENT

ZANTOP INTERNATIONAL AIRLINES, INC.

This Sublease Agreement is made as of the 1 day of September 1983 by and between CONTINENTAL AIR LINES, INC., a Nevada corporation, (hereinafter called "Continental"), and Zantop International Airlines, Inc. corporation, (hereinafter called the "Tenant").

WHEREAS, Continental is a party to that certain Airport Use Agreement dated January 1, 1959, with the City of Chicago, Illinois, (hereinafter called the "City") relating to the O'Hare International Airport, Chicago, Illinois (hereinafter called the "Airport"); and,

WHEREAS, Continental has leased from the City, under an agreement dated August 25, 1966, which is hereinafter called the "Basic Lease", an area of land consisting of approximately 11.873 acres located on the Airport at the easterly portion of the cargo area and shown as outlined in red on Exhibit "A" attached hereto and made a part hereof for all purposes, which area of land is hereinafter called the "Cargo Site"; and,

WHEREAS, Continental has constructed on the Cargo Site an air cargo building containing approximately 315,000 square feet of space together with related cargo ramp aprons, docks, and other facilities in accordance with certain plans and specifications which have been approved by the City, which air cargo building and other improvements are hereinafter called the "Continental Air Cargo Facility", as shown on Exhibit "B" attached hereto and made a part hereof for all purposes; and,

WHEREAS, Tenant has subleased space in the Continental Air Cargo Facility from Continental in the past and desires to continue to sublease such space and to occupy and use the same in accordance with the covenants, terms, and conditions set forth herein

NOW, THEREFORE, in consideration of these presents, and the promises, covenants, and agreements contained herein, the parties hereto do hereby agree as follows:

1. DESCRIPTION OF SPACE.

Continental, for and in consideration of the promises, covenants, and agreements herein contained and made on the part of the Tenant, does hereby demise and sublease unto the Tenant the following space located in the Continental Air Cargo Facility:

A. For the exclusive use of the Tenant, the following space:

Approximately 7500 square feet of apron level warehouse space;

Approximately -0- square feet of basement warehouse space;

Approximately -0- square feet of mezzanine space;

which space is hereinafter called the "Exclusive Space" and is more particularly described as outlined in red on Exhibit "C" attached hereto and made a part hereof for all purposes; and

B. For use in common with all other occupants of the Continental Air Cargo Facility, the space hereinafter called the "Common Space" which shall include the aircraft taxiways, the aircraft ramp area, the truck road and dock area, and the employee and customer parking areas, all of which is more particularly described as outlined in green on Exhibit "B" attached hereto.

The Exclusive Space together with the Common Space are sometimes hereinafter collectively called the "Leased Space".

To have and to hold the Leased Space during the term hereof, subject to the covenants and restrictions contained herein, for the purpose of handling air cargo and operating an air cargo terminal as described in paragraph 2 of this Sublease Agreement.

It is understood that Continental has subleased space in the Continental Air Cargo Facility to others in the past and may continue to do so. The obligations of the Tenant and the other sublessees shall be several and not joint, and Tenant shall not be responsible for any acts or omissions of the other sublessees.

2. USE.

Tenant shall use the Leased Space and the other rights and privileges granted hereunder, subject to rules and regulations promulgated by the City, for air cargo terminal purposes and purposes reasonably necessary or convenient in connection therewith, including but not limited to the following:

A. the receiving, delivery, dispatching, processing, handling, and storing of air cargo, express, mail, and other property.

B. the loading and unloading upon the Leased Space of property, cargo, and mail upon or from aircraft (including exclusive freight or cargo flights) by such means as may be necessary or convenient,

and the exercise of all rights and privileges upon and with respect to the Leased Space and with respect to the cargo ramp areas at the Airport available for common use which are granted to the Tenant under an agreement with the City substantially the same as the Airport Use Agreement (to which reference is above made).

C. the loading, unloading, and parking of automobiles and trucks for use only by employees of the Tenant and invitees of the Tenant having business at the Continental Air Cargo Facility.

D. the maintenance and operation of the facilities and equipment located upon the Exclusive Space and facilities and equipment owned by the Tenant and located upon the Common Space.

3. TERM.

This Sublease Agreement shall commence as of the date of this Sublease Agreement and, unless sooner terminated as hereinafter provided, shall end on the thirtieth (30th) day of November, 1987, subject to extension in accordance with paragraph 5 below. Concurrent with the effective date of this Sublease Agreement

4. RENTAL.

During the term hereof the Tenant shall pay unto Continental as and for rental for the space subleased hereunder, payable at the rate of $ 52,500 per annum in equal monthly installments of $ ~~7500~~ 4375 payable in advance on the first day of each and every calendar month during the term hereof, commencing on the first day of the term hereof as established in accordance with paragraph 3 hereof. If the term hereof shall commence or terminate on a day other than the first calendar day of the month, then the rent for such month shall be prorated for such fractional month.

The rental shall be due upon receipt of invoice and shall be payable at the offices of Continental, Los Angeles International Airport, Los Angeles, California 90009, or at such other place as Continental shall, from time to time, designate by notice. Any rental or other sum due and payable by Tenant hereunder which is not paid when due shall bear interest at the rate of fifteen (15%) per an - num from the due date thereof until paid.

5. TAX AND INSURANCE ASSESSMENT.

In addition to the rental due and payable hereunder, the Tenant shall pay to Continental an annual assessment as and for insurance and taxes computed as follows:

A. For each and every year during the term hereof, from the aggregate of (i) all ad valorum taxes, including personal property taxes, and special assessments due and payable with respect to the Continental Air Cargo Facility during said year, and (ii) the annual premiums paid by Continental for the fire and extended coverage insurance maintained by Continental during said year pursuant to paragraph 12 hereof, there shall be deducted the sum of $40,000. The remainder therefrom is hereinafter called the "Annual Assessment".

B. The Tenant shall pay to Continental upon invoice its proportionate share of the Annual Assessment as determined by the ratio between (i) the average amount of the Exclusive Space subleased to the Tenant in the Continental Air Cargo

Facility during such year, and (ii) the average aggregate amount of space available to be subleased for the exclusive use of all sublessees of, plus the space exclusively occupied by Continental in, the Continental Air Cargo Facility during the same year.

C. Within sixty (60) days from the end of each and every year during the term hereof, Continental shall compute the proration of the Annual Assessment described in subparagraph B of this paragraph 6 and shall invoice the Tenant for its amount of such proration. Payment of the proration shall be due within twenty (20) days of receipt of invoice.

D. Continental agrees to keep and maintain books and records of the insurance and ad valorum tax expenses incurred with respect to the operation of the Continental Air Cargo Facility, and shall submit an annual report to the Tenant in summary thereof accompanying the invoice described in subparagraph C of this paragraph 6.

6. SUBORDINATION.

This Sublease Agreement is subject and subordinate to all procured or underlying leases and to all mortgages which may now or hereafter affect such leases or the real property of which the Leased Space forms a part, and all renewals, modifications, consolidations, replacements, and extensions thereof. This provision shall be self-operative and no further instrument of subordination shall be required by any mortgagee. In confirmation of such subordination, the Tenant shall execute promptly any certificate that Continental may request, and the Tenant hereby constitutes and appoints Continental as the Tenant's attorney-in-fact to execute and deliver any such certificate or certificates for and on behalf of the Tenant. However, so long as the Tenant is not in default in the payment of rental or in the performance of any of the obligations of the Tenant created hereunder, during the

term hereof the Tenant shall have quiet and peaceable possession, use, and enjoyment of the Exclusive Space.

Notwithstanding the foregoing, this Sublease Agreement and the promises and covenants contained herein are subject and subordinate to the Basic Lease, a copy of which has been given to the Tenant; and the Tenant hereby covenants and agrees, for the benefit of Continental and the City, that it shall not, by its use and occupancy of the Leased Space, violate any of the provisions of the Basic Lease and that it shall faithfully perform all of the obligations of the Lessee thereunder insofar, but only insofar, as such obligations relate and pertain to the Leased Space (provided, however, that nothing herein contained shall obligate the Tenant to perform any obligation imposed upon Continental hereunder or to pay rental unto the City, which obligations shall be the sole responsibility of Continental).

This Sublease Agreement shall also be subject and subordinate to:

A. Any existing or future Federal or State statute or any existing or future lease or agreement between the City and the United States or the State of Illinois relative to the development, construction, operation, or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal or State funds for the development, construction, operation, or maintenance of the Airport.

B. The provisions of a deed from the United States to the City appearing as Document No. 13747964, recorded on March 22, 1946, a release executed by the United States in favor of the City as Document No. 17260008, recorded on July 15, 1958, a deed from the United States to the City appearing as Document No. 17966152, recorded on September 16, 1960, and a release executed by the United States in favor of the City, as Document No. 18246321, recorded on August 14, 1961, all in the office of the Recorder of Deeds, Cook County, Illinois.

C. Other existing agreements and leases between the City and the United States and any and all future releases, deeds, leases, and agreements hereafter granted or entered into by and between the United States and the City with reference to the conveyance by the United States to the City with reference to the conveyance by the United States to the City of any real or personal property under any existing or future Federal statutes authorizing the conveyance of such property by the Federal Government to the City for airport purposes.

D. The right of the City to further develop, improve, maintain, modify, and repair the landing area, the Terminal Buildings, and other buildings and appurtenances on the Airport, as it so sees fit, regardless of the desires or views of the Tenant and without interference or hindrance by the Tenant.

7. SERVICES AND UTILITIES.

Continental shall furnish, without additional cost or expense to Tenant, the services and utilities set forth below; provided, however, Continental shall not be liable for any loss or damage caused by or resulting from any variation, interruption, or failure of said services and utilities arising out of any cause whatever, but in the event any such variation, interruption, or failure of said services and utilities shall occur, Continental shall use its best reasonable efforts, exercising due diligence, to cause the resumption of such utilities and services:

A. Potable domestic water in both the Exclusive Space and the Common Space, and sanitary sewer water in the Exclusive Space stubbed to the locations designated by Tenant.

B. Lighting for the Common Space, including, without limitation, such loading dock, ramp, taxiway, and parking lot lighting as Continental shall determine adequate for the common use of the occupants of the Continental Air Cargo Facility.

C. Snow removal from the Common Space, including the loading dock, ramp, taxiway, and parking lot, as required.

D. The gas, electrical, and ventilation systems in the Continental Air Cargo Facility stubbed to the exterior of Tenant's Exclusive Space. All additional gas and electrical fixtures, equipment, and appliances required by the Tenant with respect to the Continental Air Cargo Facility shall be procured and installed by the Tenant at its own cost and expense. All electricity used or consumed by the Tenant, including that used for lighting, shall be separately metered and the cost thereof, including utility connecting charges and deposits, if any, shall be paid entirely by the Tenant. The gas used or consumed at the Continental Air Cargo Facility shall not be separately metered and Continental shall pay the monthly charges therefor, but the Tenant shall reimburse Continental monthly upon invoice for that portion of the gas deemed to have been used or consumed on behalf of the Tenant, including gas used or consumed for heating, as determined by allocating to the Tenant that portion of each monthly gas bill which is equal to the amount of Exclusive Space leased to the Tenant in the Continental Air Cargo Facility during the month to which the gas bill relates as compared with (i) the total amount of space subleased for the exclusive use of all sublessees in the Continental Air Cargo Facility during such month and (ii) the amount of space exclusively occupied by Continental in the Continental Air Cargo Facility during such month.

Continental shall not provide waste disposal service, the responsibility for which shall be the Tenant's; and Tenant agrees to cause the disposal of all waste, debris, and trash attributed to the Tenant, its officers, employees, agents, business invitees, and guests, at such intervals as shall be necessary to keep and maintain

the Continental Air Cargo Facility in a clean, sightly, sanitary, and tenantable condition.

8. MAINTENANCE AND REPAIR.

A. In addition to the services and utilities to be provided by Continental pursuant to paragraph 8 above, Continental shall maintain and keep the Continental Air Cargo Facility in a tenantable condition and in a good state of repair as follows:

(1) Continental shall maintain and repair all Common Space located at the Continental Air Cargo Facility, including, without limitation, the loading dock, ramp, taxiway, parking lot, and lighting system for the Common Space.

(2) Except to the extent the Tenant is required to perform such maintenance and repair pursuant to the provisions of subparagraph B of this paragraph 9, Continental shall maintain and repair the Continental Air Cargo Facility structure in a workmanlike manner in accordance with good standard building practice.

(3) Except to the extent the Tenant is required to perform such maintenance and repair pursuant to the provisions of subparagraph B of this paragraph 9, Continental shall maintain and repair all systems installed by Continental in the Continental Air Cargo Facility pursuant to the plans and specifications for the Continental Air Cargo Facility and the provisions of paragraph 8 hereof.

B. The Tenant shall maintain and keep the Continental Air Cargo Facility in a tenantable condition and a good state of repair as follows:

(1) Tenants accepts the premises in the "as is, where is" condition, and tenant will, at tenants expense, comply with all requirements of the City of Chicago as have been and may be reported to correct any and all deficiencies as may exist now or in the future.

(2) The Tenant shall perform all routine maintenance of the Exclusive Space, including such cleaning and janitorial service as shall be necessary, so as to keep and at all times maintain the Exclusive Space in a clean, sightly, sanitary, and tenantable condition.

(3) The Tenant shall maintain and keep in a good state of repair all equipment, appliances, fixtures, and furnishings installed or brought upon the Leased Space by the Tenant.

(4) The Tenant shall perform all maintenance and repair of the portion of the Continental Air Cargo Facility located within the Leased Space, or systems located therein, required as a result of or attributed to any negligent act or omission of the Tenant, its officers, employees, agents, business invitees, or guests.

C. In the event the Tenant fails to perform, for a period of twenty (20) days after notice from Continental so to do, any obligation of the Tenant set forth in this paragraph 9, Continental may enter upon the Leased Space (without causing or constituting a termination of this Sublease Agreement and without causing or constituting an interference with the use or possession of the Leased Space by the Tenant) and do all things necessary to perform such obligation, charging to the Tenant the cost and expense thereof and the Tenant agrees to pay Continental such charge in addition to any other amounts payable by the Tenant hereunder; provided, however, if the Tenant's failure to perform any such obligation endangers the safety or use of the Continental Air Cargo Facility by the public, Continental, or the other tenants of the Continental Air Cargo Facility, and Continental so states in its notice to the Tenant, Continental may perform such obligation of the Tenant at any time after the giving of such notice and charge to the Tenant, and the Tenant shall pay, as above provided, the cost and expense of such performance.

9. FIXTURES AND ALTERATIONS.

The Tenant may, with the prior written approval of Continental, and, if requested by Continental, with the prior written approval of the Commissioner of Aviation and the Commissioner of Public Works of the City, and after obtaining all requisite building or construction licenses or permits, at its own cost and expense, erect or install in or upon the Exclusive Space any machinery, equipment, appliances, fixtures, or improvements or do or make any alterations or remodeling, or perform interior decorating. Any machinery, equipment, appliances, fixtures, improvements, and other property bought, installed, erected, or placed by the Tenant in, on, or about the Exclusive Space shall be deemed to be personalty and remain the property of the Tenant, and the Tenant shall have the right, at any time during the term of this Sublease Agreement, to remove any or all of its property, subject to the Tenant's obligation to repair damage, if any, resulting from such removal. The Tenant shall, upon cancellation or termination of this Sublease Agreement, or at any other time it removes any such property, restore the Exclusive Space leased hereunder to the condition as it existed at the beginning of the term hereof, ordinary wear and tear and damage by fire or other casualty covered by the insurance described in paragraph 12 hereof excepted.

10. INDEMNITY.

The Tenant covenants and agrees at all times to indemnify and hold Continental harmless from and against any and all claims, suits, demands, liabilities, judgments, loss, costs, damages, penalties for violation of any law, ordinance, or regulations affecting Tenant's operations, and expenses of any nature whatsoever (including the cost of investigating and defending any alleged suits, claims, demands, liability, judgments, loss, costs, damages, penalties, and expenses, and attorney's fees and expenses incurred in connection therewith) which may directly or indirectly arise from or be claimed against Continental by any person or persons for any loss of or damage to property, or injury to, including death, of any person whomsoever, consequent upon, or arising from or out of the operation, use, or occupancy of the Leased Space by the Tenant, its officers, employees, agents, business invitees, or

guests, or resulting from the carelessness, negligence, or improper conduct of the Tenant, its officers, employees, agents, business invitees, or guests in the use and occupancy of the Leased Space, except when any such claim, suit, demand, liability, judgment, loss, cost, damage, penalty, or expense is the direct result of the sole negligence of Continental, its officers, employees, agents, business invitees, or guests, or the joint negligence of Continental and any person, firm, or corporation other than the Tenant, its officers, agents, employees, business invitees, and guests.

In addition thereto, the Tenant agrees to indemnify and hold the City harmless from and against all liabilities, judgments, costs, damages, penalties, and expenses which may accrue against, be charged to or recoverable from the City by reason or on account of damage of the property of, injury to, or death of any person, arising from the Tenant's use and occupancy of the Leased Space, and operations at the Airport, including acts of its agents, contractors, and subcontractors, except when caused by the sole negligence of the City or by the joint negligence of the City and any person other than the Tenant, its agents, contractors, and subcontractors.

11. FIRE INSURANCE AND RESTORATION.

Continental shall obtain and maintain in full force and effect at all times during the term hereof, or any extension or renewal thereof, a policy or policies of fire and extended coverage insurance covering the Continental Air Cargo Facility in an aggregate amount not less than eighty percent (80%) of the full insurable value thereof.

If, during the term hereof, or any extension or renewal thereof, the Continental Air Cargo Facility shall be destroyed or damaged in whole or in part by fire or other cause, Continental shall promptly cause the same to be repaired, replaced, and rebuilt, with and to the extent of the insurance proceeds available, at least to the extent of the value and as nearly as possible to the character of the Continental Air Cargo Facility existing immediately prior to such occurrence. Rental otherwise due and

payable hereunder shall be ratably abated with respect to that portion of the Exclusive Space, if any, rendered untenantable as a result of such occurrence for and during the period of time Continental is restoring or rebuilding the Continental Air Cargo Facility subsequent to such damage or destruction, unless such damage or destruction is due to any malfeasance, misfeasance, or nonfeasance of the Tenant, its officers, employees, agents, business invitees, or guests. Nothing contained herein shall be deemed to create any obligation upon Continental to carry and maintain insurance coverage on any of the equipment, furnishings, and contents located within the Leased Space including, without limitation, ground equipment, air cargo, and air cargo handling equipment, all of which shall be the sole liability and responsibility of the Tenant.

12. INSURANCE.

The Tenant further covenants and agrees that, during the term of this Sublease Agreement, it will procure and maintain in full force and effect, at its own cost and expense, policies of insurance of the types and minimum amounts set forth below issued by a company or companies of sound and adequate financial strength acceptable to Continental and the City and naming Continental and the City as additional assureds thereunder.

Aircraft Public Liability and Property Damage

$3,000,000 single limit

Comprehensive Public Liability and Property Damage

$3,000,000 single limit

All such insurance shall be evidenced by a certificate or certificates of insurance delivered to Continental, shall contain a thirty (30) day notice of cancellation clause, and shall contain a provision waiving rights of subrogation against Continental and the City.

13. RULES AND REGULATIONS.

The Tenant shall at all times observe and obey all rules and regulations governing the conduct and operation of the Airport (as the same apply to the Continental Air Cargo Facility, and the Tenant's use and occupancy thereof) promulgated from time to time by the City. In addition thereto, Continental shall have the right at any time, and from time to time, to establish, modify, and enforce reasonable rules and regulations with respect to the Continental Air Cargo Facility and the cargo area adjacent thereto, and the Tenant shall faithfully observe and obey all such rules and regulations; provided, however, such rules and regulations shall not be inconsistent with any applicable rules and regulations promulgated by the City.

14. ASSIGNMENT OR SUBLEASE.

The Tenant may assign and delegate this Sublease Agreement and the rights and obligations created hereunder to any corporation into or with which the Tenant may hereafter merge or consolidate, or which may succeed to the business and assets of the Tenant. The Tenant may further assign and delegate or sublease this Sublease Agreement, the rights and obligations created hereunder, and the premises leased hereby, to any wholly-owned subsidiary or affiliated corporation of the Tenant, in which event the Tenant shall remain primarily liable for the payment of rentals and the performance of all the other obligations of the Tenant created hereunder. Except as provided above, this Sublease Agreement and the rights and obligations created hereunder shall not be assignable or delegable by the Tenant, and any attempt to so assign or delegate shall be null and void.

With the prior written consent of Continental, which consent shall not be unreasonably withheld, the Tenant may sublease the Exclusive Space at a monthly rental rate not to exceed an amount equal to the Tenant's expenses with respect to the Exclusive Space so subleased and facilities and services furnished by the Tenant to, and used by, its subiessee in connection therewith. In the event only a portion of the Exclusive Space is so subleased, it shall be subleased at a monthly rental rate not to exceed a ratable apportionment, on a square foot basis, of the monthly rental rate which would obtain if all of the Exclusive Space was subleased.

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

15. REMEDIES UPON DEFAULT.

If any of the following events shall occur:

A. If any voluntary or involuntary petition in bankruptcy or insolvency, or any assignment for the benefit of creditors, or a receiver, shall be made, filed, or appointed by or against the Tenant, or if the Tenant's leasehold interest in the Leased Space shall be levied upon under execution or attachment by any process at law or in equity;

B. If the Tenant shall abandon the Leased Space;

C. If the Tenant shall default in the prompt payment to Continental of rent reserved hereunder, and such default shall continue for a period of fifteen (15) days after notice of such default is given by Continental to the Tenant; or,

D. If the Tenant shall default in the prompt and full performance of any other term, covenant, or condition of this Sublease Agreement, and such default shall continue for a period of twenty (20) days after notice of such default is given by Continental to the Tenant, unless the default is of such a nature that the same cannot be cured or corrected within said twenty- (20) day period and the Tenant shall have promptly and diligently commenced to cure and correct such default and shall have thereafter continued

therewith with reasonable diligence and in good faith, in a manner so as to cure and correct the same as promptly as reasonably practicable under the circumstances, and shall have continued therewith until the default shall have been cured and corrected;

then, and in any such event (all of which are herein collectively called "Events of Default"), all unpaid rent reserved by Continental hereunder shall immediately become due and payable; and, in addition thereto, Continental may exercise any of the following remedies or any other remedy available to Continental at law or in equity without further notice and without any further demand or other action by Continental, all of which the Tenant expressly waives, and all such remedies shall be cumulative and non-exclusive and the exercise of any one or more such remedies shall not be deemed to be an exclusive election of the remedy or remedies exercised or a waiver of the remedies not exercised, to wit: Continental may bring an action at law or in equity to collect the balance of the unpaid rent reserved hereunder; may terminate this Sublease Agreement and the rights of the Tenant created hereunder and recover damages sustained by the Event of Default; without terminating this Sublease Agreement, may terminate the Tenant's right to possession of the Leased Space; and with or without terminating this Sublease Agreement, may re-enter and repossess the Leased Space, and dispel and remove the Tenant and its property therefrom, using such force as may reasonably be necessary without being deemed guilty of trespassing, forceful entry or detainer and without relinquishing its right to the rent reserved hereunder, and without causing forfeiture of changes due by virtue hereof, nor a waiver of any covenant, agreement, or promise contained in this Sublease Agreement, to be performed by Tenant (the Tenant hereby granting Continental full and free license to so enter upon the Leased Space with or without notice, demand, and process of law). Upon and after entry into possession, without terminating this Sublease Agreement, Continental may in its sole discretion further resublet the Leased Space or any part thereof for the account of the Tenant to any person, firm, or corporation for such rent, and upon such terms and conditions as Continental may in its sole discretion determine; and the rent collected by Continental from such resubletting shall first be applied to

reimburse unto Continental all costs and expense incurred in connection with the resubletting of the Leased Space, including any and all reasonable costs and expenses incurred in repossessing the Leased Space from the Tenant, and the balance, if any, shall be applied to the rent reserved herein and any deficiency therein shall be the liability and obligation of the Tenant.

Tenant hereby waives all notice of any election made by Continental under this Sublease 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 Illinois statute relating to forcible entry and detainer, or to Continental and Tenant, or any other statute, or by the common law during the terms of this Sublease 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 Continental's right to act without notice or demand or of any other right hereby given Continental, or as an election not to proceed under the provisions of this Sublease Agreement.

If default to 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 Illinois Court of Record 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 Continental 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

immediate execution upon such judgment, and Tenant hereby confirms all that said attorney may lawfully do by virtue hereof.

Continental 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 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 paragraphs 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.

Continental may collect and receive any rent due from Tenant and payment or receipt 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 Continental may have by virtue hereof.

Tenant shall pay and discharge all costs, expenses, and attorney's fees which shall be incurred and expended by Continental in enforcing the covenants and agreements of this Sublease 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.

16. REMEDIES UPON DEFAULT OF CONTINENTAL.

The Tenant shall have the right, upon giving notice to Continental, to cancel this Sublease Agreement upon or after the default of Continental in the performance of any of the terms, covenants, or conditions to be performed by Continental hereunder and the failure of Continental to cure and correct said default within sixty (60) days following receipt by Continental of written demand from the Tenant so to do; provided, however, that if the default is of such a nature that the same cannot be cured or corrected within said sixty (60) day period and if Continental shall have commenced the curing and correcting of such default within said sixty (60) days and shall have proceeded therewith, with reasonable diligence and in good faith, in a manner so as to cure and correct the same as promptly as reasonably practical under the circumstances, then, and in that event, no notice of cancellation given pursuant to the provisions of this paragraph 17 shall be of any force or effect. Except as provided above in this paragraph 17, this Sublease Agreement, and the obligations of the Tenant created hereunder, shall not be cancellable or terminable by the Tenant for any cause whatever.

17. EQUAL OPPORTUNITY.

Tenant, in performing under this Sublease 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.

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 nondiscrimination 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 Sublease Agreement.

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. 1973, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1973, Ch. 29. Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1973, Ch. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1973, 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, and Part 21, Regulations of the Office of the Secretary of Transportation.

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

18. LIENS.

The Tenant shall at all times keep and maintain the Leased Space and improvements situated thereat free and clear of any and all liens, charges, and encumbrances whatsoever arising out of Tenant's use of the Leased Premises or in any manner attributed to any act or omission of the Tenant, its officers, agents, and employees, or relating to any work or improvements performed on or to the Leased Space by or on behalf of the Tenant, its officers, agents, and employees; and shall not mortgage, pledge, or in any manner hypothecate this Sublease Agreement; provided, however, the Tenant may, in good faith, contest the validity of

lien but, notwithstanding any such contest, if any lien so contested shall be reduced to final judgment and such judgment or such process as may be issued or the enforcement thereof is not promptly stayed or is so stayed and said stay thereafter expires, then, and in any such event, the Tenant shall forthwith entirely pay and discharge said judgment.

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

19. NOTICES.

Notices and other communications given hereunder shall be in writing and shall be deemed to have been given and delivered when deposited in the United States Mail, registered or certified, with airmail postage prepaid, or delivered to a telegraph agency for immediate dispatch, and addressed, if to Continental, to:

Continental Air Lines, Inc.
Los Angeles International Airport
Los Angeles, California 90009

Attn: Senior Director
Properties and Facilities

and if to Tenant, to:

Larry Broadhurst
Vice President - Cargo Sales & Service
Zantop International Airlines, Inc.
Detroit Willow Run Airport
Ypsilanti, Mi. 48197

. to such other address as the respective party shall from time to time designate in writing to the other party.

20. INGRESS AND EGRESS.

Continental grants to the Tenant, its officers, employees, agents, business invitees, and guests the right of access, ingress, and egress to and from the Continental Air Cargo Facility over such routes as shall be approved by the Commissioner of Aviation and the Commissioner of Public Works of the City, to the same extent and subject to the same conditions and restrictions as shall be available and applicable to Continental and the other occupants of the Continental Air Cargo Facility.

21. BINDING AGREEMENT.

Subject to the provisions of paragraph 15 hereof, this Sublease Agreement and the rights and obligations created hereunder shall be binding upon and inure to the benefit of the respective parties hereto, their successors, and assigns.

22. SURRENDER OF POSSESSION.

Upon termination of the initial term, or any extension, of this Sublease Agreement, the Tenant shall forthwith surrender the Leased Space to Continental in good condition and repair, reasonable wear and tear and damage from any casualty not arising out of a negligent act or omission of the Tenant, its officers, employees, agents, business invitees, or guests, excepted; and if the Tenant shall retain possession of the Leased Space, or any part thereof, after the termination of the term, by lapse of time or otherwise, the Tenant shall pay to Continental all damages sustained by reason of the Tenant's retention of possession. Further, if the Tenant so remains in possession of the Leased Space, or any part therof, such holding over shall, at the election of Continental, to be made by notice to the Tenant and not otherwise constitute a renewal of this Sublease Agreement for an additional one (1) year period. The provisions of this paragraph 23 shall not be construed to waive

Continental's right of re-entry or any other right in Continental hereunder.

23. MISCELLANEOUS.

A. 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.

B. Captions and paragraph headings used herein are for the convenience of reference only and are not intended to define, limit, or describe the scope or intent of any of the provisions of this Sublease Agreement.

C. A waiver by either party hereto of a breach by the other party of any covenant, condition, or other provision contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other covenant, condition, or other provision and shall not in any way excuse or relieve the other party from its obligations and responsibilities created hereunder.

D. The Tenant shall have the right to install and maintain signs, provided that all signs so installed 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 Continental and the Commissioner of Aviation of the City.

E. This Sublease Agreement embodies and constitutes the entire understanding among the parties with respect to the transactions contemplated herein, and supersedes all prior or contemporaneous representations, understandings, subleases, or agreements, whether oral or written. Neither this Sublease Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument. No partial invalidity of this Sublease Agreement shall affect the remainder.

GOVERNING LAW.

This Sublease Agreement shall be deemed to have been entered into under and shall be construed in accordance with the Laws of the State of Illinois.

CONTINENTAL AIR LINES, INC.

ATTEST:

By

Properties and Facilities

SAM E. ASHMORE
Vice President
Properties & Facilities

ZANTOP INTERNATIONAL AIRLINES, INC.

ATTEST:

Harold D. Zantop, Secretary

By

Laurence J. Broadhurst
Vice President Cargo
Sales & Service

APPROVED:

Date _____

By _____
Commissioner of Aviation of the City of Chicago, Illinois

CONSENT TO SUBLEASE

The undersigned hereby consent to the foregoing Sublease Agreement as authorized by ordinance of the City Council of the City of Chicago passed on _____ (C.J.P. pp. _____).

CITY OF CHICAGO
a municipal corporation

By _____
Commissioner of Aviation

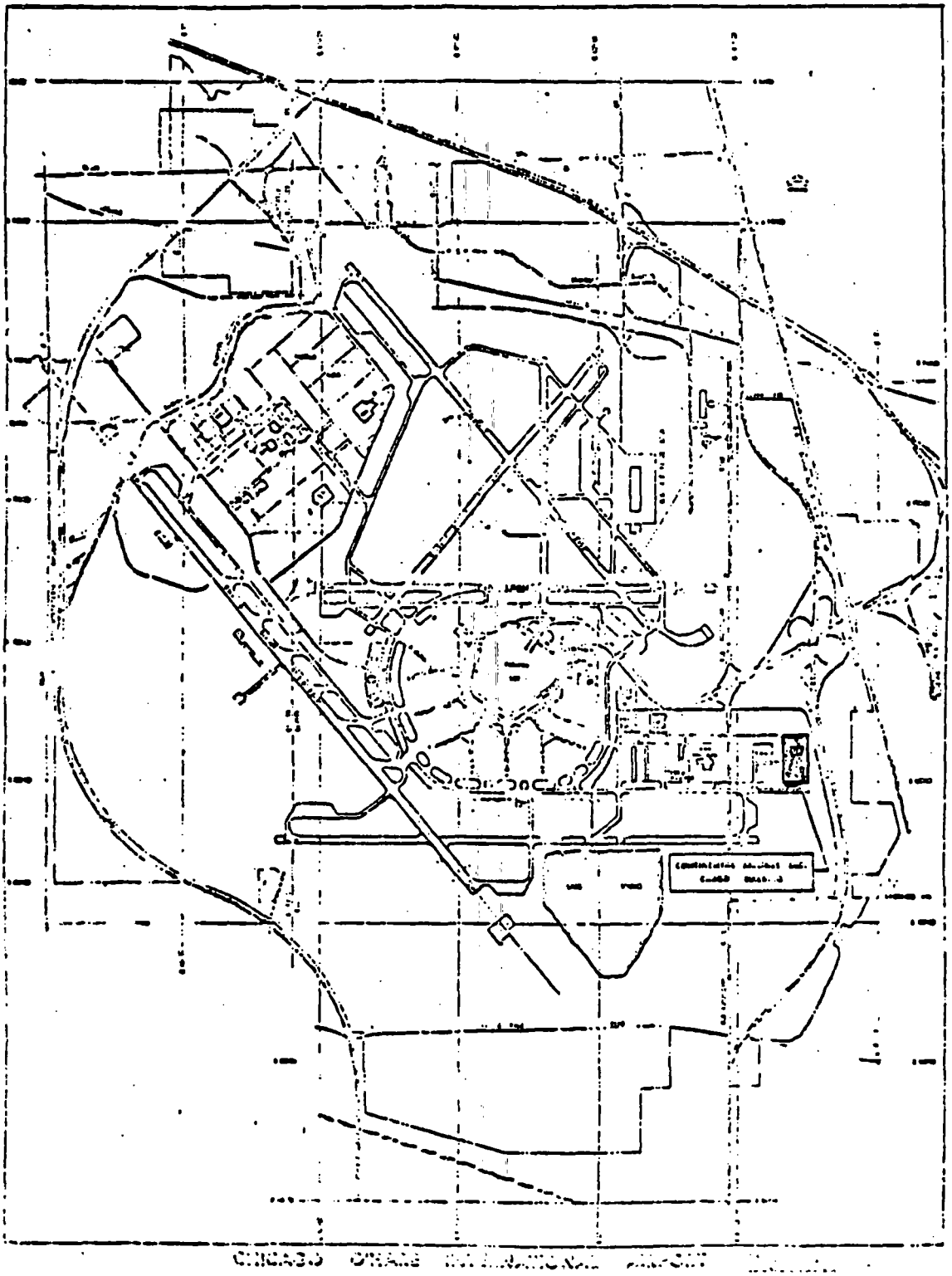
By _____
City Comptroller

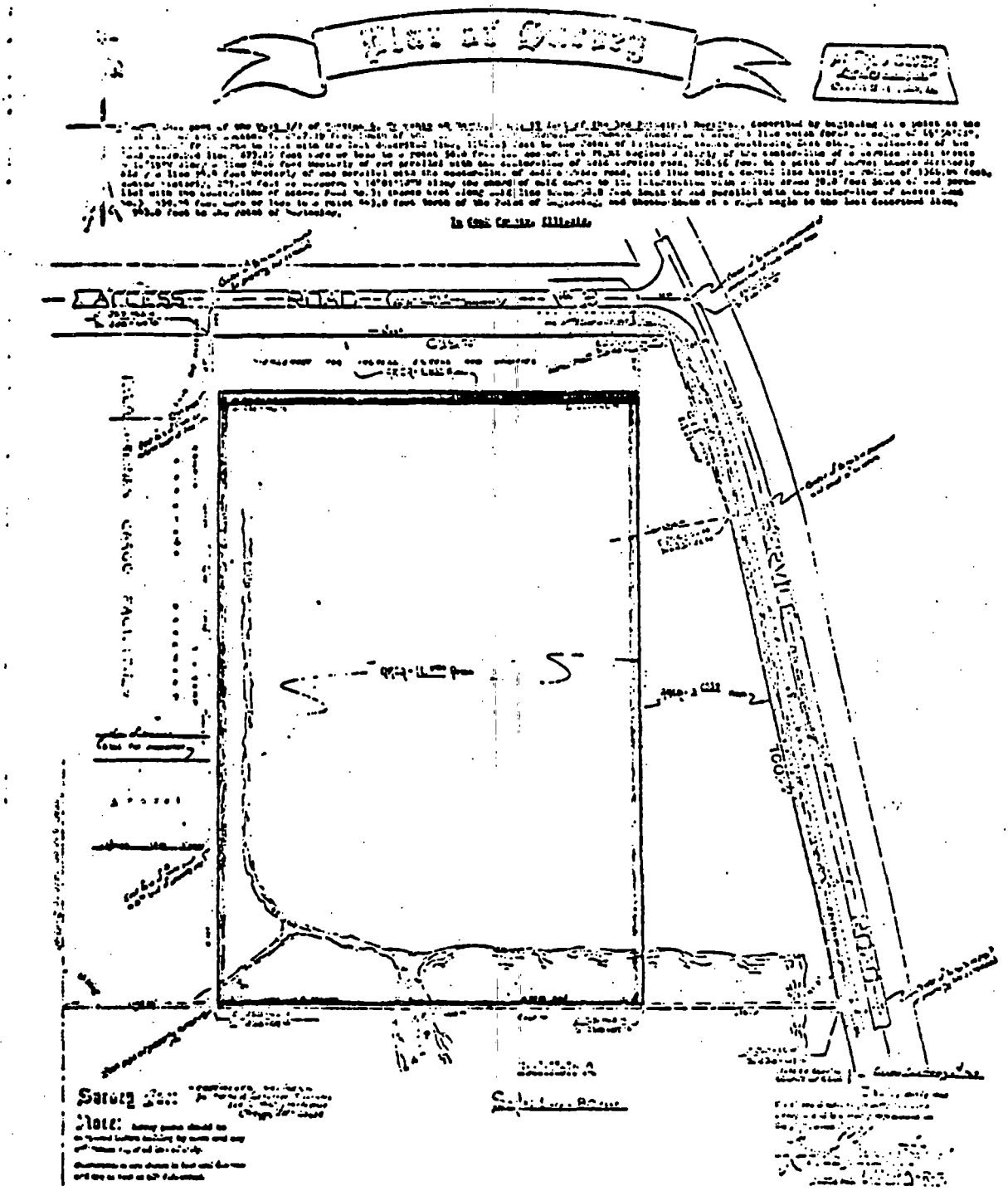
APPROVED AS TO FORM AND LEGALITY:

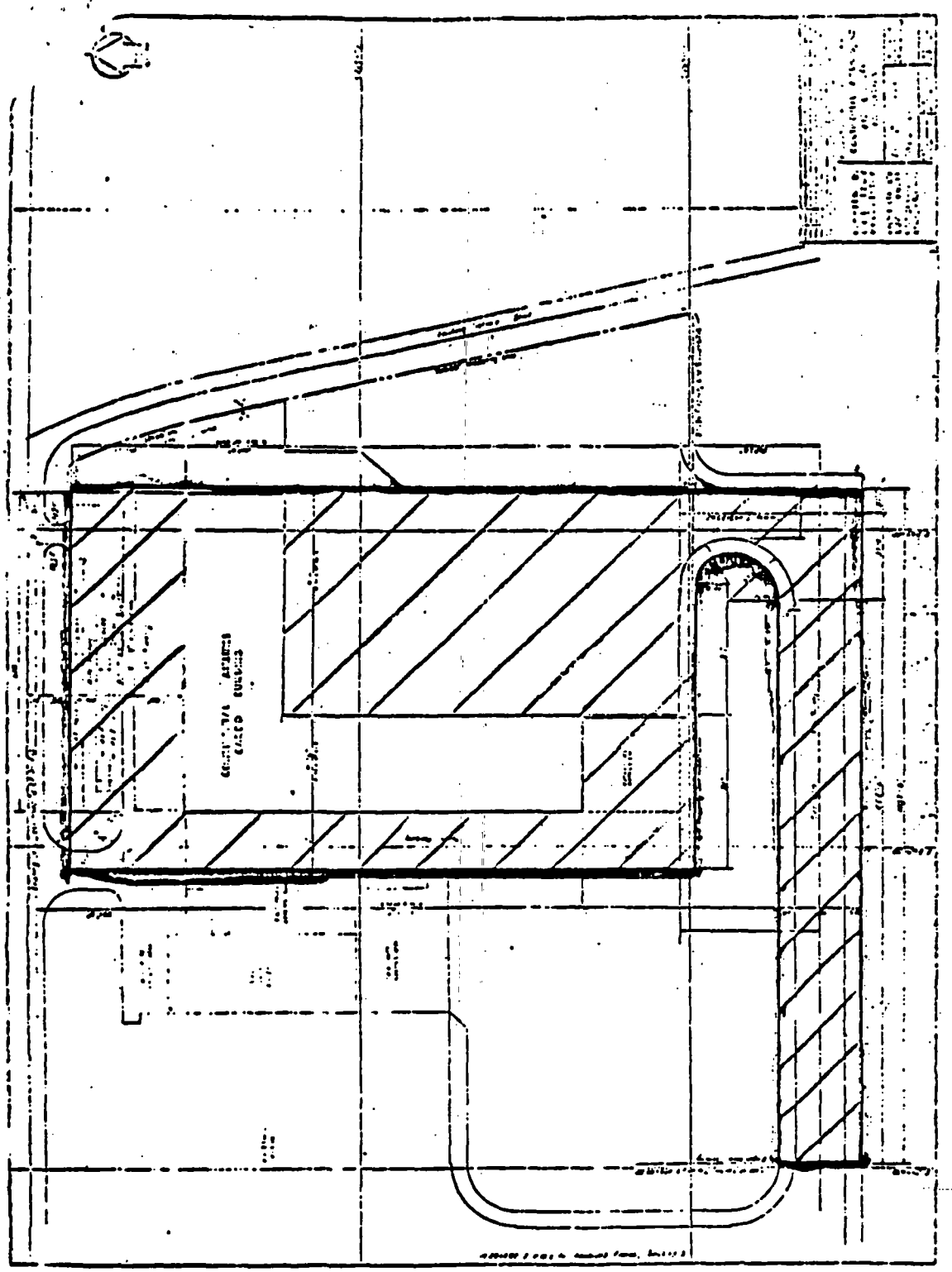
_____
Assistant Corporation Counsel

EXHIBIT "A"
TO THE CONTINENTAL AIR LINES, INC.
O'HARE INTERNATIONAL AIRPORT CARGO BUILDING
SUBLEASE AGREEMENT

404




ACCESS
RIGHT
Exhibit A



Page 1 of 1

EXHIBIT "B"
TO THE CONTINENTAL AIR LINES, INC.
O'HARE INTERNATIONAL AIRPORT CARGO BUILDING
SUBLEASE AGREEMENT

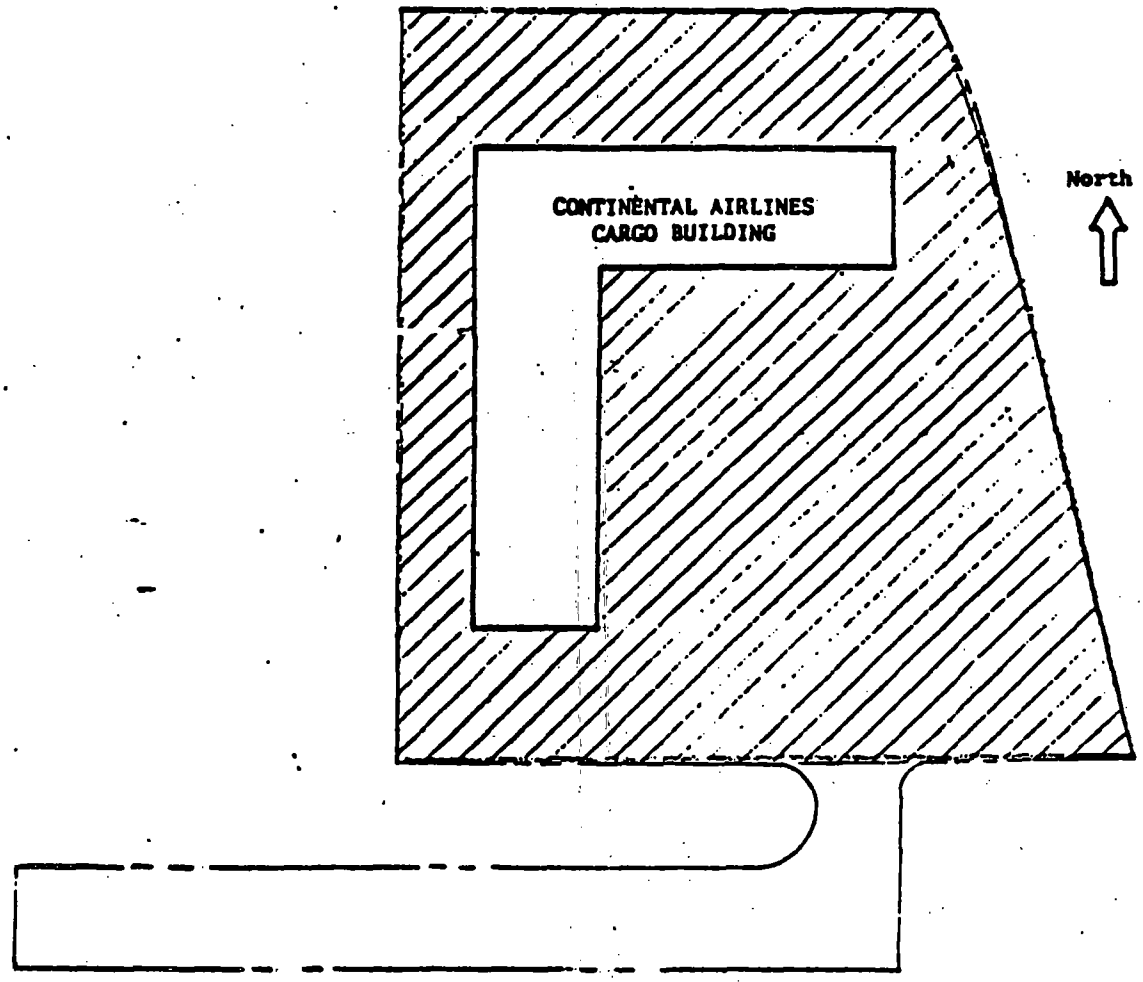
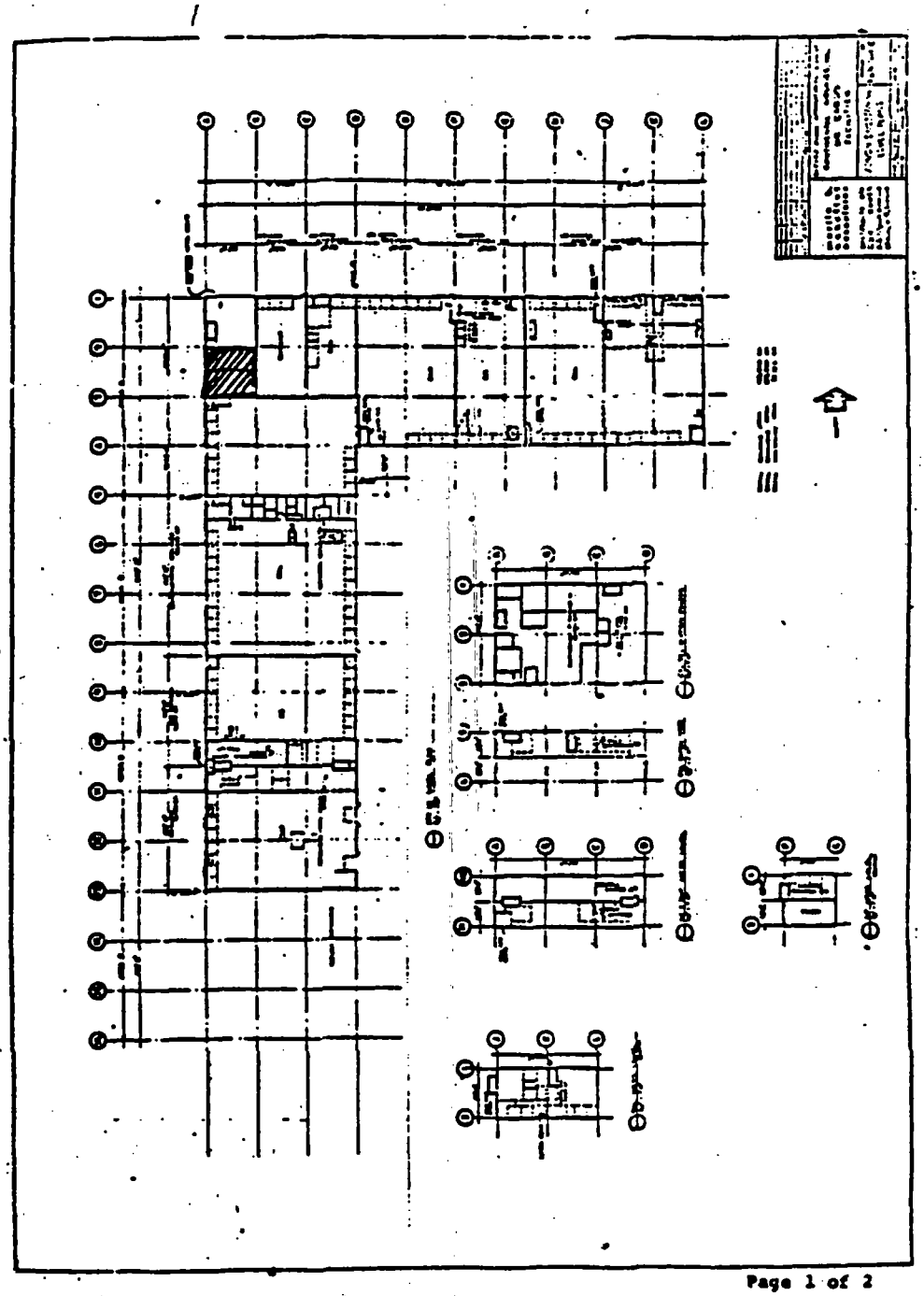


EXHIBIT "B" Page 1 of 1

TO THE CONTINENTAL AIRLINES INC.
O'HARE INTERNATIONAL AIRPORT CARGO BUILDING
SUBLEASE AGREEMENT



Page 1 of 2

EXHIBIT "C"
TO THE CONTINENTAL AIR LINES, INC.
O'HARE INTERNATIONAL AIRPORT CARGO BUILDING
SUBLEASE AGREEMENT

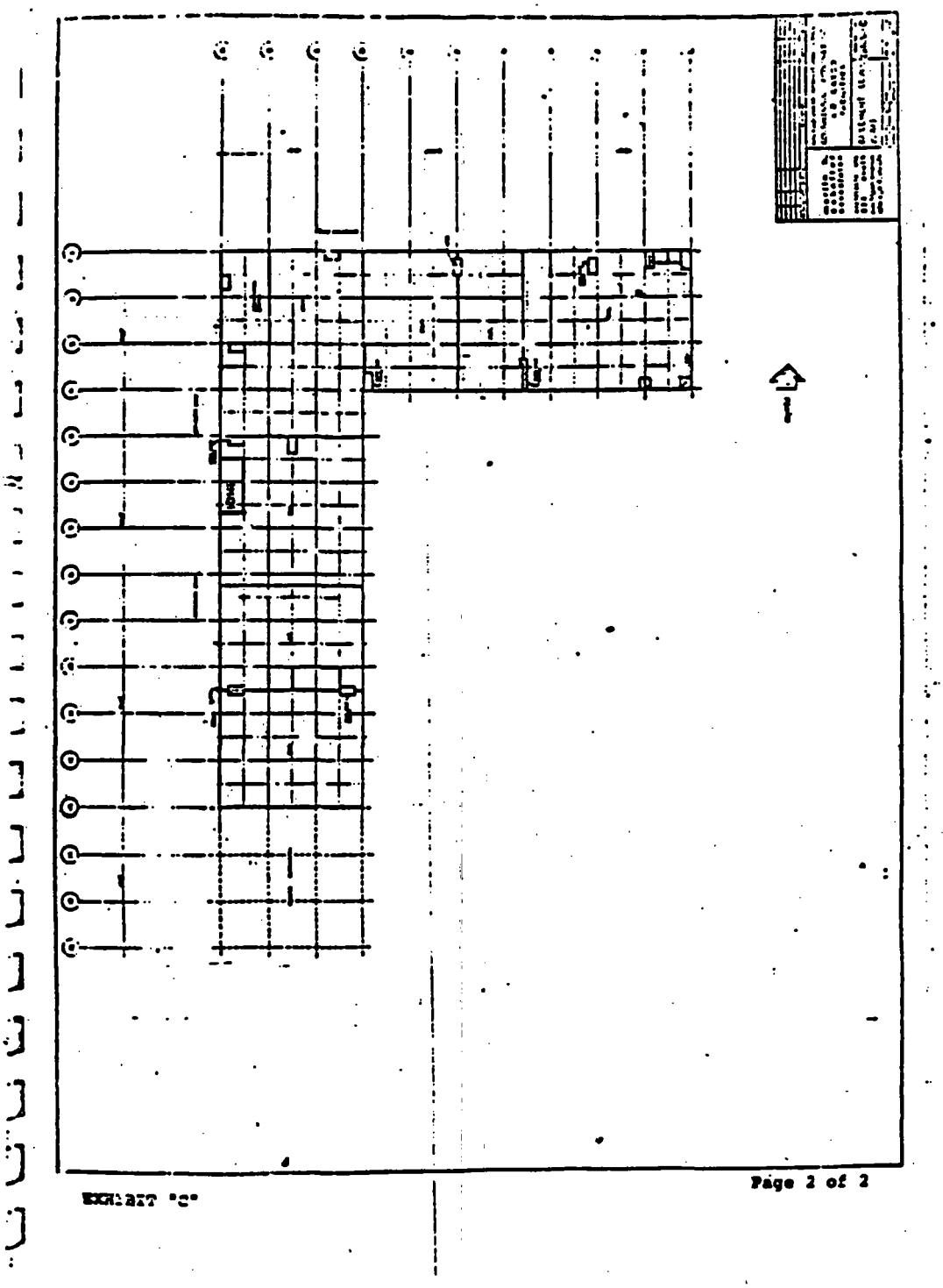


EXHIBIT "C"

Page 2 of 2

(Continued from page 10391)

CHICAGO, October 25, 1984.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed ordinance transmitted with a communication signed by Thomas Kapsalis, Commissioner, City of Chicago Department of Aviation (which was referred on September 11, 1984) authorizing a lease agreement between the City of Chicago and the Northwest Suburban Municipal Joint Action Water Agency (the "Agency"), begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith.

This recommendation was concurred in unanimously by the members of the committee.

Respectfully submitted,
(Signed) FRANK A. DAMATO,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus 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 hereby authorized and directed to execute, the City Clerk to attest, the Commissioner of Aviation and the Commissioner of Water to approve and the City Comptroller to accept the file for record, upon the approval of the Corporation Counsel as to form and legality, a Facilities and Reservoirs Site Lease and Grant of Related Easements between the City of Chicago and the Northwest Suburban Municipal Joint Action Water Agency to be substantially in form as follows:

[Facilities and Reservoirs Site Lease and Grant of Related Easements printed on pages 10427 thru 10442 of this Journal.]

[Exhibit A omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

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

AUTHORITY GRANTED FOR NEWSSTAND CONCESSION LEASE AGREEMENT BETWEEN CITY AND ELSON'S OF ILLINOIS AT CHICAGO-O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, October 25, 1984.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed ordinance transmitted with a communication signed by Thomas Kapsalis, Commissioner, City of Chicago Department of Aviation (which was referred on September 11, 1984) authorizing a Newsstand Concession Lease Agreement between Elson's of Illinois and the City of Chicago, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith.

This recommendation was concurred in unanimously by the members of the committee.

Respectfully submitted,
(Signed) FRANK A. DAMATO,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus 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:

(Continued on page 10443)

FACILITIES AND RESERVOIRS SITE LEASE
AND GRANT OF RELATED EASEMENTS

THIS LEASE, made and entered into as of this ___ day of _____, A.D. 1984, by and between the CITY OF CHICAGO, a municipal corporation of the State of Illinois (hereinafter referred to as "City"), as Lessor and Grantor and the NORTHWEST SUBURBAN MUNICIPAL JOINT ACTION WATER AGENCY, a municipal corporation of the State of Illinois (the "Agency"), as Lessee and Grantee pursuant to the Water Purchase Agreement dated June 24, 1982 between the City and the Agency which Agreement is hereby incorporated in this Lease.

W I T N E S S E T H :

WHEREAS, City owns and operates the airport known as Chicago-O'Hare International Airport ("O'Hare Airport"), situated in the City of Chicago, Counties of Cook and DuPage, State of Illinois, with the power to lease premises at O'Hare Airport and to grant rights and privileges with respect to O'Hare Airport, all as hereinafter provided;

WHEREAS, the City and the Agency have entered into an agreement dated June 24, 1982 entitled Water Purchase Agreement No. 28487, (the "Agreement");

WHEREAS, the Agency is established for the purpose of providing adequate supplies of potable Lake Michigan water on an economical and efficient basis for its Municipalities and Water Suppliers both as defined in the Agreement;

WHEREAS, the Agency intends to provide and operate a water supply system outside the corporate limits of the

City of Chicago to obtain, receive, store, pump and transmit Lake Michigan water from Chicago to its Municipalities and Water Suppliers (the "Agency System");

WHEREAS, the Agency intends to provide both (i) the Agency System and (ii) the necessary Facilities and Reservoirs to be located at O'Hare Airport on the Site provided by the City, all as defined and provided for in the Agreement and this Lease, in order to interconnect the Agency System with the City of Chicago water distribution system;

WHEREAS, the City desires to own the Facilities and Reservoirs on the Site at O'Hare Airport to be provided, financed and operated by the Agency, as provided for in the Agreement, for the purpose of delivering Lake Michigan water to the Agency System. The City proposes to acquire the Facilities and Reservoirs from the Agency through a buyback arrangement with the Agency with periodic payments to the Agency to be in the form of credits against charges for Lake Michigan water supplied the Agency as provided for in the Agreement;

WHEREAS, the purpose of this Lease is to provide the Agency with the property at O'Hare Airport on which to locate the Facilities and Reservoirs, and the term of this Lease is conterminous with the period during which the Agency is in title to the Facilities and Reservoirs, all as provided for in the Agreement;

WHEREAS, the Agency and the City have provided in the Agreement for the use and operation of the Facilities and Reservoirs, together with the Site, both during and after the term of this Lease in that, without regard to whether this Lease has terminated or whether the Agency or the City is in title to the Facilities and Reservoirs and the Site, the Agency will, at no rental fee to it, have possession, control and management of the Facilities and Reservoirs, together with the Site, during the term of the Agreement and any extension of it; and

WHEREAS, the Agency is authorized to enter into this Lease.

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants and agreements herein contained, and other valuable considerations, the parties hereto covenant and agree as follows:

ARTICLE I

Premises

101. Lease of Main Premises. City does hereby lease to the Agency, and the Agency does hereby lease from the City, an area of approximately thirteen (13) acres, to be located in the easterly portion of O'Hare Airport and shall consist of a parcel situated in the County of Cook, State of Illinois, and legally described on Exhibit A, page 5 (the "Main Premises"), attached hereto and made a part of this Lease.

102. Use of Main Premises. The Main Premises shall be used as the site of the Facilities and Reservoirs,

other than that part of the Agency's water transmission main located on other property owned or controlled by the City outside of the Main Site Premises. That part of the Facilities and Reservoirs located on property owned or controlled by the City outside of the Main Premises is hereinafter referred to as the "Pipeline."

The City reserves the right to use the Main Premises for ingress to and egress from its Bryn Mawr Meter House located immediately north of the Main Premises. Such right shall be exercised only by the City's authorized personnel in accordance with rules, regulations and procedures mutually agreed upon by the City and the Agency. Such access by the City shall not interfere with the Agency's herein described use of the Main Premises.

103. Pipeline Easement. During the term of this Lease, the City does hereby grant to the Agency an easement, right, permission, privilege and authority to construct, reconstruct, operate, maintain, inspect, repair, alter, replace, move and remove the Pipeline ("Pipeline Easement") under, upon, over, through and across the real estate situated in Cook and DuPage Counties, Illinois legally described in Exhibit A, pages 6 through 15 ("Pipeline Premises") attached to and made a part of this Lease together with the right of ingress and egress on the Pipeline Premises for the purpose of doing any and all matters and things necessary or convenient for the enjoyment of the Pipeline Easement. The City reserves the right to cross the Pipeline Premises with roadways and

appropriate flood plain protection provided that the City takes any and all steps necessary to protect the integrity of the Pipeline, including the quality of water carried therein and to minimize the interference with the Agency's full enjoyment of the Pipeline Easement. The City also reserves the right to relocate the Pipeline within the Pipeline Premises or on other suitable property of the City, at no cost to the Agency, in the event certain areas within the Pipeline Premises are necessary for development at O'Hare Airport, provided that (i) the City shall take all steps necessary to protect the integrity of the Pipeline, including the quality of the water carried therein; (ii) plans and specifications for the relocation shall be submitted to and approved by the Agency prior to the relocation by the City; and (iii) the City shall act so as to avoid any interruption of the water flow in the Pipeline as a result of the relocation.

104. Construction Easement. During the term of this Lease, the City does hereby grant to the Agency temporary nonexclusive easements ("Construction Easement") upon, over, through and across the real estate owned by the City at O'Hare Airport leading to the Main Premises and the Pipeline Premises and running along the Main Premises and the Pipeline Premises sufficient in area beyond that of the Main Premises or the Pipeline Premises, as the case may be, for the Agency to have access and carry out its work in an efficient and safe manner ("Construction Easement Premises")

during the construction, expansion, repair, replacement or improvement of the Facilities and Reservoirs, including the Pipeline, for purposes of vehicular and crew access to the construction work, storage of equipment and construction material and doing any and all matters and things incidental to the construction, expansion, repair, replacement or improvement of the Facilities and Reservoirs, including the Pipeline, or necessary or convenient for the enjoyment of the Construction Easement. During any use of the Construction Easement Premises by the Agency in those areas designated as aircraft operational areas, in particular at the time of construction of the Pipeline, the Agency shall construct a security fence in such a manner as to isolate the construction area from the aircraft operational area. The Construction Easement Premises will, to the extent practicable and necessary, include not less than (i) that part of Scott Street as extended from Lawrence Avenue in the City of Chicago to the Main Premises; (ii) those areas running along the Main Premises to the extent of an area twenty-five feet wide on each of the southerly and western boundaries of the Main Premises and that area presently occupied by the City's Bryn Mawr Meter House located immediately north of the Main Premises; and (iii) an area one hundred feet more or less on either side of the center line of the Pipeline Premises, to the extent that such area shall not encroach on any O'Hare Airport runways or related aviation facilities and shall not extend off of O'Hare Airport. The City reserves

the right to use the Construction Easement Premises for purposes which will not interfere with the Agency's enjoyment of the Construction Easement during initial construction of the Facilities and Reservoirs, including the Pipeline. After completion of initial construction of the Facilities and Reservoirs, the Agency's use of this Construction Easement shall be restricted so as not to unnecessarily interfere with traffic on any expressways or other streets or roadways which may be constructed on the Construction Easement Premises. The Agency warrants that following completion of construction, expansion, repair, replacement or improvement of the Facilities and Reservoirs it will return the surface of the Construction Easement Premises to as good condition as existed prior to said construction, expansion, repair, replacement or improvement.

105. Access Easement. During the term of this Lease, the City does hereby grant to the Agency a non-exclusive easement ("Access Easement") for the purposes of ingress to and egress from the Main Premises and doing any and all matters and things necessary or convenient for the enjoyment of the Access Easement by the Agency, its authorized personnel and agents upon, over, through and across the real estate situated in Cook County, Illinois legally described in Exhibit A, page 4 (the "Access Premises"). The Agency, at its cost, shall construct and maintain as part of the Facilities and Reservoirs a permanent paved access road ("Access Road") upon the Access Premises adequate for use by construc-

tion and other vehicles of the Agency and its agents. The City shall be responsible for making any necessary arrangement to exempt use of the Access Road by the Agency from O'Hare Airport security measures. The City reserves the right to use the Access Premises and the Access Road by its authorized personnel and by additional persons authorized by the City or its designee.

106. Representations. The City represents and warrants that it has complete authority, direction, power and sufficient right, title and interest in and to the Main Premises, the Pipeline Premises, the Construction Easement Premises and the Access Premises (all together the "Site") to execute this Lease and that it knows of no matters pertaining to the Site which will prevent the Agency from or interfere with the Agency's use of the Site as authorized by this Lease and the Agreement.

ARTICLE II

Term

201. Term. This Lease shall commence on _____, 1984 the date of passage by the City Council of the City of Chicago of the ordinance authorizing execution of this Lease and shall terminate forty (40) years thereafter.

202. Automatic Adjustment of Term. Notwithstanding the stated term of this Lease, the term of this Lease shall be automatically adjusted, as provided for in the Agreement, to the extent provided in (a) and (b) below in relation to (i) the date all of the obligations issued in whole or in part to finance the provision of the Initial Project of the

Agency, together with the Additional Facilities, as defined and provided for in the Water Supply System Revenue Bond and Note General Resolution adopted by the Agency on December 17, 1982, or any expansion thereof or addition thereto and any obligations issued to refund any of such securities have been paid in full as to principal and interest and (ii) such time time as the credits granted by the City to the Agency equal the Aggregate Cost of the Facilities and Reservoirs as defined in the Agreement:

(a) In the event that both the date and such time as set forth above in (i) and (ii) respectively have occurred prior to _____, 2024, this Lease shall be automatically terminated prior to its stated termination date at a date thirty (30) days after the later to occur of the events (i) or (ii); or

(b) In the event that both the date and such time as set forth above in (i) and (ii) respectively have not occurred prior to _____ ___, 2024, this Lease shall be automatically extended beyond its stated termination date to a date thirty (30) days after the later to occur of the events (i) or (ii).

203. Transfer of Title to Facilities and Reservoirs. Upon the termination of this Lease, the Agency shall convey to the City its entire right, title and interest in the Facilities and Reservoirs, including the Pipeline, under such

terms as provided for and in accordance with the Agreement.

204. Use and Operation of Facilities and Reservoirs. During the term of this Lease and in addition, after that term, during the term of the Agreement and any extension of it, the Agency shall, at no rental fee to it, have possession, control and management of the Facilities and Reservoirs, together with the Site, without regard to whether the Agency or the City is in title to the Facilities and Reservoirs, all as provided for in the Agreement. No surcharge, fee or tax of any kind whatsoever shall be charged the Agency by the City in connection with the Agency's ownership, possession or use of the Facilities and Reservoirs or possession and use of the Site. The Agreement establishes the rights and obligations of the Agency in the use and operation of the Facilities and Reservoirs, together with the Site. Only upon the later to occur of the termination of this Lease or the expiration of the Agreement, including any extension of it, shall the Agency surrender to the City possession and control of the Facilities and Reservoirs and the Site.

ARTICLE III

Rules and Regulations

301. Agency Obligations. Agency shall observe and obey all rules and regulations governing the conduct and operation of O'Hare Airport, promulgated from time to time by City, which are reasonably required for the prudent and efficient operation of O'Hare Airport and are not inconsistent with the reasonable exercise by Agency of any right or

privilege granted to it under this Lease or the Agreement or under any other agreement between Agency and City relating to O'Hare 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 operations at O'Hare Airport.

302. No Sale of Water to U.S. It is further understood that the Agency shall not attempt to supply or receive water from any premises owned by the United States Government situated on O'Hare Airport.

ARTICLE IV

Exercise by City of Governmental Functions

Nothing contained herein shall impair the right of City in the exercise of its governmental functions to require Agency to procure necessary permits or licenses, provided such requirement is not inconsistent with the rights and privileges granted to Agency under this Lease and the Agreement.

ARTICLE V

Indemnity and Insurance

501. Liability arising from act of Agency. Agency agrees to indemnify, defend and hold harmless the City and its officers, agents and employees from and against all liabilities, judgments, costs, damages and expenses

which may accrue against, be charged to 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 Agency's use and occupancy of and operations at O'Hare Airport, including acts of its agents, contractors and subcontractors, except when caused by City's sole negligence or by the joint negligence of City and any person other than Agency's agents, contractors and subcontractors. City shall not be liable for damages to property or injuries to persons arising from the construction, reconstruction, operation, maintenance, renewal, repair, alteration, relocation or removal of the Facilities and Reservoirs, including the Pipeline and the Access Road or the use of the Site by the Agency, provided that City shall give Agency prompt and timely notice of any claim made or suit instituted which, in any way, affects Agency or its insurer, and Agency or its insurer shall have the right to compromise and defend the same to the extent of their own interests. The Agency agrees that it will assume the defense of any action in which the City of Chicago may be made a Party-Defendant anywise arising out of and in connection with the Agency's use of or occupancy of the Site and will satisfy any judgments resulting therefrom at no cost to the City. Any final judgment rendered against City for any cause for which Agency is liable hereunder shall be conclusive against Agency as to liability and amount.

502. In addition to the insurance required to be carried by the Agency in accordance with the Agreement, the Agency shall, at all times and at its own expense, keep in force insurance of the following types and in not less than the following amounts, issued by a company or companies of sound and adequate financial responsibility, insuring the Agency and the City against all liabilities for accidents arising out of or in connection with Agency's use and occupancy of and operations at O'Hare Airport, except when caused by City's negligence alone or jointly with any person other than Agency, its agents, contractors and subcontractors, and shall furnish to the City certificates evidencing such insurance, naming the City as an additional insured thereunder, subject to the limitations set forth above in respect of City's negligence, to-wit:

Comprehensive Public Liability Insurance....	$ 500,000 per occurrence and in the aggregate annually.
Automobile Liability Insurance.....	$ 500,000 per occurrence and in the aggregate annually.
Comprehensive Property Damage Liability Insurance.....	$ 500,000 per occurrence and in the aggregate annually.
Umbrella Liability Insurance.....	$10,000,000 per occurrence and in the aggregate annually.

Certificates of said insurance shall be delivered to and held by the City Comptroller. The Agency shall also keep in force and effect from time to time other policies of insurance in the same manner and to the same extent as customarily carried by operators of similar facilities and reservoirs.

ARTICLE VI

Miscellaneous

601. This agreement is subject to and entered into in accordance with an agreement between the City and the Agency dated June 24, 1982 concerning water service from the City to the Agency as passed by the City Council of the City of Chicago, and identified as Water Purchase Agreement No. 28487 (C.J.P. pp. __ to __), and any subsequent agreements entered into to date and hereafter, and is further subject to compliance with the provisions of Part 157 of the Regulations of the Administrator, Federal Aviation Administration, U.S. Department of Transportation.

602. Consents and approvals. Consents and approvals by the Commissioner of Water 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 Agency for such consent or approval, the Commissioner of Water or the Commissioner of Aviation, as the case may be, shall have given Agency a written reply refusing or withholding action on such consent or approval and stating his reasons for such refusal or such withholding of action. By execution of this Lease, the City hereby authorizes the construction, provision and operation of the Facilities and Reservoirs by the Agency subject to approval by the City of the plans and specifications for the Facilities and Reservoirs as set forth in the Agreement.

The Agency acknowledges and represents that the construction, provision and operation of the Facilities and Reservoirs will comply with all necessary and applicable requirements of, and that all necessary approvals will be obtained in regard thereto from, federal, state and other bodies having jurisdiction thereover, including, but not limited to, the Federal Aviation Administration and the O'Hare Air Carriers.

603. Notices. All notices to City provided for herein shall be in writing and may be sent by first class mail, postage prepaid, addressed and sent to the Commissioner of Aviation and the Commissioner of Water of the City of Chicago, City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602, or to such other address as City may designate from time to time by notice to and shall be deemed given when so mailed. All notices tc Agency provided for herein shall be in writing and may be sent by registered mail, postage prepaid, addressed to Operations Manager, Northwest Suburban Municipal Joint Action Water Agency 2104 Stonington Avenue, Hoffman Estates Illinois 60195.

604. Execution of this lease is authorized by ordinance of the City Council of the City of Chicago passed on the ___ day of _____, A.D. 1984, (the "City Ordinance") (C.J.P. pp. _____) and by Resolution 3-82 of the Agency passed on the 14th day of June, A.D. 1982. The City Ordinance has been enacted pursuant to the provisions of Chapter 24, Sections 11-76-1 through 3 of the Illinois Revised Statutes.

IN WITNESS OF THIS LEASE, the Agency and the City have executed this Lease as of the date hereinabove written.

CITY OF CHICAGO
a municipal corporation

APPROVED:

By _____
Mayor

_____
Commissioner of Aviation

_____
Commissioner of Water

ATTEST:

By _____
City Clerk

_____
City Comptroller

APPROVED AS TO FORM AND LEGALITY:

_____
Assistant Corporation Counsel

NORTHWEST SUBURBAN MUNICIPAL
JOINT ACTION WATER AGENCY

By _____
Chairman

ATTEST:

_____(SEAL)

(Continued from page 10426)

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, a Newsstand Concession Agreement with Elson's of Illinois, Inc., for certain premises in the Terminal Building at Chicago-O'Hare International Airport, said Agreement to be in the following form:

[Newsstand Concession Lease Agreement printed on pages 10444 thru 10491 of this Journal.]

SECTION 2. This ordinance shall be in effect from and after date of passage.

AUTHORITY GRANTED FOR EXECUTION OF ASSIGNMENT FROM BRANIFF AIRWAYS, INCORPORATED AND UNITED AIR LINES, INCORPORATED FOR TERMINAL FACILITIES AT CHICAGO-O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, October 30, 1984.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed ordinance transmitted with a communication signed by James D. Montgomery, Corporation Counsel (which was referred on October 25, 1984) and a communication signed by Thomas Kapsalis, Commissioner, City of Chicago Department of Aviation (which was referred on October 29, 1984) approving and authorizing the execution of an Assignment from Braniff Airways, Incorporated and United Air Lines, Incorporated of certain terminal facilities and premises located at Chicago-O'Hare International Airport, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith.

This recommendation was concurred in unanimously by the members of the committee.

Respectfully submitted,
(Signed) FRANK A. DAMATO,
Chairman.

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

(Continued on page 10492)

NEWSSTAND CONCESSION LEASE AGREEMENT

THIS LEASE, made this _____ day of _____, 1984, between the City of Chicago, a Municipal Corporation of Illinois (hereinafter referred to as "Lessor") and ELSON'S OF ILLINOIS, INC., an Illinois corporation (hereinafter referred to as "Lessee" or "Concessionaire").

WITNESSETH:

WHEREAS, Lessor owns and operates the airport known as Chicago O'Hare International Airport (hereinafter referred to as "Airport") and the passenger terminal facilities located thereon (hereinafter referred to as "Airport Terminal" (Building) or "Airport Terminals" (Buildings) as the context requires) all of which are situated in the City of Chicago, Counties of Cook and DuPage, State of Illinois; and

WHEREAS, the Commissioner of Aviation of the Department of Aviation for the City of Chicago (hereinafter referred to as "Commissioner of Aviation") is empowered to act in behalf of the Lessor with respect to the terms and conditions of this Newsstand Concession Lease Agreement (hereinafter referred to as the "Lease"); and

WHEREAS, the Lessee desires to lease from Lessor various sites in the Airport for newsstand concession activities under certain terms and conditions, said locations to be hereinafter referred to as:

"Temporary Newsstand Concession Areas" - said designation shall include the newsstand concession sites identified in Paragraph A of Article I.

"Existing Newsstand Concession Areas" - said designation shall include newsstand concession sites identified in Paragraph B of Article I as well as the Temporary Newsstand Concession Areas, Expansion Newsstand Concession Areas, Relocation Newsstand Concession Areas and Right of First Refusal Newsstand Concession Areas (as defined below) which have been certified for occupancy by the Commissioner of the Department of Public Works and are in operation at any specific point in time during the term of this Lease;

"Expansion Newsstand Concession Areas" - said designation shall include the newsstand concession sites that are not currently in operation but which are identified in Paragraph D of Article I of this Lease which shall be offered to Lessee and may commence operation during the term of this Lease;

"Relocation Newsstand Concession Areas" - said designation shall include newsstand concession sites that Lessee may be relocated to on either a temporary or permanent basis as provided in Paragraph F of Article I during the term of this Lease;

"Rights of First Refusal Newsstand Concession Area" - said designation shall include newsstand concession sites which may be identified as provided in Paragraph E of Article I and commence operation during the term of this Lease; and

"Lessee's Concession Locations" - said designation shall include all newsstand concession sites provided for in this Lease whether such sites are identified at any point in time as Temporary Newsstand Concession Areas, Existing Newsstand Concession Areas, Expansion Newsstand Concession Areas, Relocation Newsstand Concession Areas or Right of First Refusal Newsstand Concession Areas:

WHEREAS, the Lessee desires to lease from Lessor various locations identified in this Lease for storage purposes (hereinafter referred to as "Storage Space") at the Airport under certain terms and conditions; and

WHEREAS, the Lessor deems it advantageous, to itself, and to its operation of the Airport to grant and lease unto the Lessee the Lessee's Concession Locations and Storage Space (such Lessee's Concession Locations and Storage Space being sometimes hereinafter collectively referred to as the "Premises" where the context of the Lease so requires) under the terms and conditions as herein set forth.

NOW, THEREFORE, in consideration of the rent to be paid hereunder and the mutual covenants and agreements set forth herein, Lessor and Lessee agree as follows:

ARTICLE I

PREMISES

A. Temporary Newsstand Concession Areas. Lessor does hereby demise and lease unto Lessee upon the conditions hereinafter set forth, all of which Lessee accepts, the following described Temporary Newsstand Concession Areas which are to be replaced at the earliest possible date by the Existing Newsstand Concession Areas as shown in Exhibits "D" and "E":

(1) Space No. 2B 22-U1; 20 feet wide by 40 feet long, consisting of approximately 800 square feet in Airport Terminal Building 2 as outlined in red on Exhibit "A" which is attached hereto and made a part hereof.

(2) Space No. 3A 22-U1; 20 feet wide by 40 feet long, consisting of approximately 800 square feet in Airport Terminal Building 3 as outlined in red on Exhibit "B" which is attached hereto and made a part hereof.

B. Existing Newsstand Concession Areas. Lessor does hereby demise and lease unto Lessee upon the conditions hereinafter set forth, all of which Lessee accepts, the following described Existing Newsstand Concession Areas at the Airport:

(1) Space No. 1B 22-U1, consisting of approximately 260 square feet in Airport Terminal Building 1, as outlined in red on Exhibit "C" which is attached hereto and made a part hereof.

(2) Space No. 2A 22-U1, 25 feet wide by 45 feet long, consisting of approximately 1,125 square feet in Airport Terminal Building 2 as outlined in red on Exhibit "D" which is attached hereto and made a part hereof.

(3) Space No. 3B 22-U1, 25 feet wide and 45 feet long consisting of approximately 1,125 square feet in Airport Terminal Building 3 outlined in red on Exhibit "E" which is attached hereto and made a part hereof.

(4) Space No. 3C 22-U1, 25 feet wide and 30 feet long consisting of approximately 750 square feet in Airport Terminal Building 3A outlined in red on Exhibit "F" which is attached hereto and made a part hereof.

(5) Space No. L 22-U1, consisting of approximately 1,095 square feet in Concourse L outlined in red in Exhibit "G" which is attached hereto and made a part hereof.

(6) Space No. E 22-U1, a triangular area containing approximately 90 square feet in Concourse E outlined in red on Exhibit "H" which is attached hereto and made a part hereof.

(7) Space No. F 22-U1, a triangular area containing approximately 90 square feet in Concourse F outlined in red on Exhibit "I" which is attached hereto and made a part hereof.

(8) Space No. H 22-U1, a triangular area containing approximately 90 square feet in Concourse H outlined in red on Exhibit "J" which is attached hereto and made a part hereof.

(9) Space No. K 22-U1, a triangular area containing approximately 90 square feet in Concourse K outlined in red on Exhibit "K" which is attached hereto and made a part hereof.

C. Storage Space. Lessor further demises and leases unto Lessee, Space No. 3A 22-B1 consisting of approximately 1,265 square feet and Space No. 3A 22-B2 consisting of approximately 920 square feet in the basement of Airport Terminal Building 3, outlined in red on Exhibit "L" and "M" which is attached hereto and made a part hereof. These areas are rooms with doors and locks and, therefore, are secure areas. Said areas will be utilized for the storage of items and merchandise sold in the Existing Newsstand Concession Areas and for other uses involved in supporting the newsstand concession operation. Further, the Commissioner of Aviation may substitute or add to said Storage Space as he deems necessary and reasonable, but in no case shall the Lessor provide less than the total amount of square footage for Storage Space at Airport identified in this Paragraph C. If the Commissioner of Aviation substitutes different storage space at the Airport for the storage space identified in this Paragraph C, the substitute storage space shall be in one location and of a size equivalent to or greater than the space being substituted for.

D. Expansion Newsstand Concession Areas.

(1) It is understood and agreed between the parties hereto that the Commissioner of Aviation shall exert his best efforts, during the term of this Lease, to locate in the concourse ("finger") areas of Airport Terminal Buildings 2 and 3 larger sites for use by Lessee as newsstand concessions. If such larger sites are identified by the Commissioner of Aviation, they shall be first offered to Lessee by written notice and the Lessee shall have the option of: (a) exchanging any one or more of the sites outlined in red on Exhibits "H", "I", "J", and "K" for the larger sites; (b) accepting the larger sites and maintaining the existing sites as outlined in red on Exhibits "H", "I", "J", and "K"; or (c) rejecting the larger sites and maintaining the sites outlined in red on Exhibit "H", "I", "J", and "K".

(2) From time to time during the term of this Lease, the Commissioner of Aviation may identify additional locations in the Airport Terminals for newsstand concessions. The Commissioner of Aviation upon identifying additional locations that are identified to be put into operation will offer such locations to the Lessee by written notice for inclusion as newsstand concessions under all the terms and conditions of this Lease. Upon being offered such locations for additional newsstand concession locations, Lessee shall notify Lessor in writing if Lessee wishes to accept the locations. If Lessee fails to accept within thirty (30) days or rejects the location offered by Lessor then Lessor may exercise its option to offer said location to a third party; however, any third party offer for an additional location shall be subject to the provisions of Paragraph E of this Article.

(3) The interim international terminal may become operational during the term of this Lease. The interim international terminal shall provide an expansion site for Lessee. The expansion site shall be made available to the Lessee sufficiently in advance of the completion of the terminal so that the site can be designed and built by Lessee prior to the opening of the interim international terminal. The expansion site in the interim international terminal shall be made available to Lessee until the expiration of this Lease or the opening of the new international terminal, whichever occurs earlier. The additional expansion site to be made available contains approximately 540 square feet as outlined in red on Exhibit "N" and identified as space 199 on said Exhibit which is attached hereto and made apart hereof.

(4) If the new international terminal is completed and commences operation during the term of this Lease, the Lessor may identify and offer to the Lessee by written notice a newsstand concession site. If Lessee fails to accept within thirty (30) days or rejects the site offered by Lessor, (and failure to respond in writing within thirty (30) days shall be considered a rejection), than Lessor may exercise its option to offer the site to a third party.

(5) If the new United Airlines terminal is completed and commences operation during the term of this Lease, the Lessor may identify and offer to Lessee one newsstand concession site. The sites shall be offered to Lessee sufficiently in advance of the completion of the terminal so that the site can be designed and built by Lessee, if accepted, prior to the opening of the terminal. If Lessee fails to accept within thirty (30) days or rejects the site offered by Lessor (and failure to respond in writing within thirty (30) days shall be considered a rejection), then Lessor may exercise its option to offer site to a third party.

In addition to above-cited sites for Expansion Newsstand Concession Areas, Lessor shall use its best efforts to make available at the Airport additional storage space as may be required by Lessee with respect to the Expansion Newsstand Concession Areas.

E. Right of First Refusal - Right of First Refusal Newsstand Concession Areas. The Lessor grants to Lessee during the initial term of this lease a non-exclusive privilege, in common with others that the Lessor may from time to time authorize, to operate newsstand concessions in the manner contemplated by this Lease, in, upon and from the Airport, and for no other purpose whatsoever; provided, however, that if at any time during the term of this Lease, Lessor receives a bona fide offer which it desires in good faith to accept, from a third party desiring to rent or otherwise utilize premises (other than the Lessee's Concession Locations and Storage Space leased to Lessee as described in this Article I) in any location within the Airport Terminals except the location described in Paragraph D (4) and (5) of this Article for the operation of a newsstand concession substantially similar to the newsstand concession which Lessee is authorized to operate hereunder as described in Article IV, then Lessor shall give Lessee immediate notice thereof in writing, setting forth the full details thereof (and attaching a copy of any offer made in writing and any proposed lease, license or other agreements). Lessee shall have the right, exercisable by written notice to Lessor within 30 days after receipt of Lessor's notice, to elect to enter into a lease with the Lessor for such premises, on the same terms and conditions as set forth in the notice. If Lessee so elects, the parties hereto shall promptly enter into a lease, which shall be on the same terms and conditions as this Lease, except as modified by the offer forwarded to Lessee by Lessor, or as reasonably required by reason of the type of space involved. If, however, Lessee does not elect to enter into such lease (and failure to give notice within 30 days as provided above shall be deemed a rejection), Lessor may, within 180 days following the earlier of (a) the date Lessee gives notice that it shall not enter into such Lease, or (b) if Lessee gives no notice, than the expiration of the said 30-day period, execute with and deliver to such third party a lease, license or other agreement for the premises in question on the same terms and conditions stated in its notice to Lessee. If no such lease, license or other agreement is executed with such third party within the 180 day period, the right of first refusal set forth in this Paragraph E shall again apply to the same or subsequent third party offers received by Lessor for the same premises. In any event, the right of first refusal described herein shall apply each time a third party desires to lease or otherwise utilize premises in any location within the Airport Terminals for the operation of a business substantially similar to the business operated by Lessee as described in Article IV of this Lease, regardless of whether Lessee has at any time in the past failed to exercise its right of first refusal with respect to additional premises offered to Lessee, as contemplated herein. Notwithstanding anything to the contrary stated above, it is understood and agreed between the parties hereto that Lessor will not consider any third party offer to lease or otherwise utilize premises in any location within the Airport Terminals to conduct a business substantially similar to that operated by Lessee where the term of said offer would expire prior to the term of this Lease.

F. Relocation Rights - Relocation Newsstand Concession Areas. Lessor, by and through the Commissioner of Aviation, reserves the right to require of Lessee, during the term of this Lease, the relocation of installed improvements on the Premises or the relocation of Existing Newsstand Concession Areas to Relocation Newsstand Concession Areas of equivalent size and comparable location on a temporary or permanent basis, where and when in the opinion of said Commissioner it is necessary to the proper functioning of the Airport. The Lessee shall not be required to relocate on a temporary or permanent basis under this Lease until such time as the Relocation Newsstand Concession Areas are completed and ready to commence operation. The Lessor shall pay any and all costs associated with the Lessee's relocation of installed improvements on the Premises and/or relocation of any newsstand concession to any temporary or permanent site as may be required by this Paragraph F (except as provided in Article V); provided, further, that if Lessee, during the term of this Lease, is required to permanently vacate any of the Existing Newsstand Concession Areas and/or Storage Space at the request of the Commissioner of Aviation as provided for in this Paragraph F, the Lessor shall, within sixty (60) days after Lessee permanently vacates any said newsstand concession sites and/or storage areas, pay the Lessee the unamortized portion of the cost of the permanent structures and improvements constructed and installed thereon during the term of this Lease by Lessee, less any salvage value realized by Lessee on said structures and improvements. The amortization called for under this Paragraph F is to be computed on a straight line basis over the period from the completion of the structures and improvements to the expiration date of this Lease. Notwithstanding anything to the contrary above, the Lessor shall have the right to temporarily relocate the Lessee's newsstand concession from the existing international terminal at the Airport (Exhibit "C") to the interim international terminal location (Exhibit "N") containing approximately 540 square feet of space. In making said temporary space available in the interim international terminal, the Lessor shall only be required to provide heating and ventilation. The Lessee shall be responsible for all other costs associated with the temporary relocation.

G. General Provisions. Lessee's Concession Locations are to be used for the purpose of operating newsstand concessions as described in Article IV of this Lease and for no other purpose.

ARTICLE II

LEASE TERM

A. Term. The term of this Lease shall commence on the first day of the month immediately following the approval of the ordinance by the City Council of the City of Chicago authorizing this Lease, and terminate upon the expiration of the five (5) year minimum annual rental percentage fee period as defined in Paragraph C of Article III.

In the event of the permanent abandonment of air transportation operations at the Airport, then the terms and conditions of this Lease, in so far as they pertain to the Airport 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. In the event of such abandonment, the Lessee may exercise its rights as provided for in Article IX of this Lease.

B. Additional Locations. In the event Lessee builds and places into operation additional sites (other than and beyond the nine locations specified in Article I, Paragraph B), in which beneficial occupancy did not occur until two (2) years after the commencement date of the minimum annual percentage fee period as described in Paragraph C, of Article III, Lessor, at the termination of the original five (5) year term of this Lease, shall promptly compensate, or cause a third party to promptly compensate, Lessee for the unamortized portion of Lessee's cost of designing, building, fixturing, and equiping such additional locations; such amortization shall be computed on: 1) a straight line five (5) year basis beginning with the date of beneficial occupancy of each site; and 2) a total cost for each site, approved in advance, of building, by the Commissioner of Aviation.

C. Holdover. If the Lessee retains possession of the Premises after the termination of the Lease term by lapse of time or otherwise, such holding-over shall create a month-to-month tenancy upon the terms and conditions of the Lease in effect at the time of such termination.

ARTICLE III

RENT

A. Fixed Lease Fee and Percentage Rent To Be Paid. During the term of this Lease, Lessee agrees to pay Lessor a fixed lease fee and percentage lease fees as provided in this Paragraph.

1. Temporary Newsstand Concession Areas: So long as they shall operate, Lessee shall pay as rent to Lessor for the Temporary Newsstand Concession Areas, as described in Exhibits "A" and "B", a percentage lease fee of 30% of the gross receipts (as defined below).

2. Existing Newsstand Concession Areas: As each individual Existing Newsstand Concession Area described in Exhibits "D", "E", "F", "G", "H", "I","J", and "K" meets the criteria described below, the Lessee shall pay the Lessor rent for each such newsstand concession site as follows:

   (i) Fixed lease fee of $30.00 per square foot per annum to commence on either (a) the operation of the newsstand concession; or, (b) ninety (90) days from the later occurring of the Lessor turning over to Lessee the individual newsstand concession site after finishing Lessor's work as required in Article V and the Lessor approving the Lessee's plans and specifications for the newsstand concession site as provided for in Article V, whichever event (a) or (b) occurs earlier;

(ii) A percentage lease fee of 25% of the gross receipts derived by Lessee from the sale of those categories of merchandise items listed in Exhibit "O"; a percentage lease fee of 30% of the gross receipts derived by Lessee from the sale of those categories of merchandise items listed in Exhibit "P"; and a percentage lease fee of 40% of the gross receipts derived by Lessee from the sale of those categories of merchandise items listed in Exhibit "Q", said percentage lease fees to commence for each individual newsstand concession site on the first day of the commencement of the operation of each individual newsstand concession site.

(iii) Lessee shall pay as rent to Lessor for the Existing Newsstand Concession Area as described in Exhibit "C" a percentage lease fee of 30% of the gross receipts until such time as all the Existing Newsstand Concession Areas described in Exhibits "D", "E", "F", "G", "H", "I", "J", and "K" are beneficially occupied as defined in this Article III. On the first day of the month following the occurrence of this event, Lessee shall commence payment of the fixed lease fee and percentage lease fees as described in Paragraph (A) (2) (i) and (ii) of this Article for the Existing Newsstand Concession Area described in Exhibit "C".

3. Storage Space: The fixed lease fee of $30.00 per square foot for the storage space described in Exhibits "L" and "M" shall commence upon the first day of the month following approval of the ordinance authorizing this lease by the City Council of the City of Chicago.

B. Interim Minimum Annual Rental Percentage Fee. Upon the first day of the month following beneficial occupancy of each of the Existing Newsstand Concession Areas described in Exhibits "D", "E", "F", "G", "H", "I", "J" and "K", the Lessee shall pay 75% of the pro rata portion of the first full year's minimum annual rental percentage fee (as described in Paragraph C of this Article) for said newsstand site. The proration of the minimum annual rental percentage fee shall be determined monthly by multiplying 75% of the first year's minimum annual rental percentage fee (as described below in Paragraph C of this Article) by a fraction, the denominator of which is 4,455 (the total number of square feet contained in all of the newsstand concession areas shown on Exhibits "D", "E", "F", "G", "H", "I", "J", and "K") and the numerator of which is the actual number of square feet of each newsstand site which has been beneficially occupied by the Lessee, said square footage figures being specified in Paragraph B of Article I. For the purposes of this Lease, "beneficial occupancy" of an Existing Newsstand Concession Area shall be considered the day on which the site is ready and available for commercial operation. It is understood and agreed between the parties hereto that if any of the Existing Newsstand Concession Areas described in Exhibits "D", "E", "F", "G", "H", "I", "J" and "K" are required to cease operations due to the failure of the Commissioner of the Department of Public Works to issue a certificate of occupancy for said newsstand site, that the interim minimum annual rental percentage fee and fixed lease fee for said newsstand site shall totally abate until thirty (30) days after the Commissioner of Public Works issues the appropriate certificate of occupancy.

C. Minimum Annual Rental Percentage Fee. Upon the first day of the month following beneficial occupancy of any seven of the following eight Existing Newsstand Concession Areas described in Exhibits "D", "E", "F", "G", "H", "I", "J", and "K", or August 1, 1985, whichever occurs earlier, the Lessee shall commence payment of a minimum annual rental percentage fee which shall be paid for a five (5) year (60 months) period. The minimum annual rental percentage fee shall be paid for each year of the full five (5) year period in amounts as follows:

1. On annual gross receipts to $10,999,999.99 shall be $2,500,000.00

2. On annual gross receipts to $13,999,999.99 shall be $3,000,000.00

3. On annual gross receipts over $14,000,000.00 shall be $4,000,000.00

For each full year of the five (5) year period of this Lease as defined in this Paragraph C during which the minimum annual rental percentage fee is in effect, the Lessee shall pay no less than $2,500,000.00 as the minium annual rental percentage fee. Said $2,500,000.00 is to be prepaid in each of the five (5) years in equal monthly installments of $208,333.33 as provided in

Paragraph D of this Article. If in any year during the five (5) years during which the minimum annual rental percentage fee is to be paid, the gross receipts (as defined in Paragraph H of this Article) exceeds $10,999,999.99 and/or $13,999,999.99, the Lessee shall pay the higher minimum annual rental percentage fee of $3,000,000.00 and/or $4,000,000.00, whichever, or both, may be applicable. Lessee shall pay such higher minimum annual rental percentage fee immediately following the preparation of Lessee's monthly report (as required by Paragraph D of the Article) showing the gross receipts for the year to be in excess of $10,999,999.99 and/or $13,999,999.99 by adjusting the remaining monthly payments due in advance for that year, if any, to allow full payment of the increased minimum annual rental percentage fee of $3,000,000.00 and/or $4,000,000.00 in that year; provided, however, that if the Lessee's monthly report is not available until after the end of the Lease year in question the full payment of the increased minimum annual rental percentage fee shall be made concurrent with the Lessee's submittal of "Statement of Sales and Rents" required by Paragraph I of this Article.

It is understood and agreed between the parties hereto that if any of the Existing Newsstand Concession Areas described in Exhibits "D", "E", "F", "G", "H", "I", "J", and "K" are required by the City to cease operations due to the failure of the Commissioner of Public Works to issue a certificate of occupancy for said newsstand site, that the minimum annual rental percentage fee and fixed lease fee for said newsstand site shall totally abate until thirty (30) days after the Commissioner of Public Works issues the appropriate certificate of occupancy and the newsstand site resumes operation, said abatement of the minimum annual rental percentage fee to be a pro rata basis as described in Paragraph B of this Article.

D. Schedule of Payments. During those periods when there is no interim minimum annual rental percentage or minimum annual rental percentage fee in effect, Lessee shall pay the City Comptroller of Chicago (hereinafter referred to as "City Comptroller") the percentage lease fees of 25%, 30%, and 40% of the gross receipts, as described in Paragraph A of this Article for the Existing Newsstand Concession Areas within twenty (20) days of the end of each calendar month. The fixed lease fee of thirty ($30.00) per square foot per annum for the Existing Newsstand Concesion Areas shall be paid to the City Comptroller as provided for in this Article with payment equal to one-twelfth (1/12) thereof due each month in advance, said fixed lease fee to be adjusted monthly based on the actual number of square feet occupied by the Existing Newsstand Concession Areas during each month of the Lease term for which payment of the fixed lease fee is required. The Lessee shall pay each month in advance to the City Comptroller the sum equal to one-twelfth (1/12) of the interim minimum annual rental percentage fee or the minimum annual rental percentage fee during each month of the lease term for which payment of the interim minimum annual rental percentage fee or the minimum annual rental percentage fee is required. Lessee, within twenty (20) days of the end of each calendar month, during which either the interim minimum annual rental percentage fee or the minimum annual rental percentage fee is in effect, shall pay the City Comptroller a sum equal to the hereinabove described percentages of gross receipts for said calendar month less the amount prepaid as interim minimum annual rental percentage fee or the minimum annual rental percentage fee. Additional payments, required by adjustments, if any, for rentals payable in excess of amount paid as required above shall be made concurrent with the submission of the annual "Statement of Sales and Rents" required by Paragraph I of this Article. Lessee shall furnish within twenty (20) days of the end of each calendar month a separate monthly report certified by an officer of Lessee of gross sales at each newsstand location at the Airport to the City Comptroller and the Commissioner of Aviation. In the event of delinquency by Lessee for a period of thirty (30) days or more in its payment to Lessor of the above fees and charges, and without waiving the interest specified herein upon acceptance of said payment, Lessee shall pay to Lessor interest thereon at the rate of ten percent (10%) per annum from the date such item was due until paid. Such interest will not accrue with respect to disputed items being contested in good faith by Lessee in which event interest shall not accrue until such dispute is settled and no interest shall be paid if Lessee prevails in such dispute.

E. Additional Newsstand Concession Sites. Any Expansion Newsstand Concession Areas, Relocation Newsstand Concession Areas or Right of First Refusal Newsstand Concession Areas which may become beneficially occupied as defined in this Article III other than the Existing Newsstand Concession Areas described in Exhibits "D", "E", "F", "G", "H", "I", "J", and "K" shall be immediately subject to the fixed lease fee and percentage rent fees provided for in Paragraph A (2) (i) and (ii) of this Article.

F. Pro Rata Payment. If the cancellation or termination of this Lease 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 Lessee to Lessor pro rata in the same proportion that the number of

days the Lease is in effect for that month bears to the total number of days in that month. The provisions of this Paragraph F shall apply to all other instances under this Lease where pro rata payments are required.

G. Records of Lessee. The Lessee shall, with respect to business done by it in the Existing Newsstand Concession Areas, keep true and accurate accounts, records, books and data, which shall, among other things, show all sales made and services performed for cash, on 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 Lessee's business done upon and within the Existing Newsstand Concession Areas. Lessee agrees to maintain an adequate and reasonable system of internal control to insure that sales are properly reported to the Lessor. The internal control procedure must be described by the Lessee in writing and submitted to the City Comptroller and Commissioner of Aviation prior to the effective date of this Lease. 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 reasonable internal controls or procedures as he deems appropriate.

H. Gross Receipts. The term "gross receipts", as used in this Lease, shall mean the total sum of Lessee's receipts from all sales made at or from the Existing Newsstand Concession Areas and services performed at the Existing Newsstand Concession Areas, whether for cash or credit, or otherwise, of every kind, name, and nature less:

(1) The amount of all federal, state, municipal or other governmental excise (except federal manufacturer's excise), sales, use, retailer's occupation or other taxes whatsoever, now or hereafter imposed and collected by Lessee or its sublessees directly from patrons or customers, or as part of the price of any good, wares or merchandise, and paid over in turn by the party so collecting to any governmental agency (but this provision shall not excuse Lessee or its sublessees from paying to such governmental agencies all taxes for which it may be liable to them);

(2) All receipts from sales made to employees at a discount;

(3) All receipts from sales of postage stamps;

(4) All amounts refunded to customers for merchandise returned by such customers for any reason whatsoever.

I. Books, Records, and Audits. Concessionaire shall maintain at its office in Atlanta but make available in Chicago upon request: its books, ledgers, journals, accounts and records wherein are kept all entries reflecting its operations at the Airport under this Lease. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the Commissioner of Aviation and the City Comptroller, 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 Concessionaire in connection with its operation hereunder. Within 120 days of the execution of this Lease, Lessee shall furnish the Lessor with a written statement indicating Lessee's election to report either on a calendar year or fiscal year basis; such letter shall explain the Lessee's fiscal year if elected. Within 120 days after the close of each calendar or fiscal year, as previously elected, or the termination of this Lease through passage of time or otherwise, the Lessee will provide the Lessor with a "Statement of Sales and Rents" by location representing sales and rents by month for the period being reported on, together with an opinion thereon of an independent certified public accountant, said opinion to be consistent with generally accepted accounting principles. The Lessee must inform the Lessor of the identity of the independent certified public accountant prior the close of such calendar or fiscal year and such independent certified public accountant must be acceptable to the Lessor. 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 Lessee's expense. Concessionaire shall, upon request, furnish such other further financial or statistical reports as the Lessor may, from time to time require.

J. Damage or Destruction. Should any portion of one or more of the Existing Newsstand Concession Areas leased hereby be partially damaged by fire or other casualty, but not be rendered untenantable thereby, such newsstand concession shall be repaired by Lessor at its expense as quickly as practicable; and, in such event, there shall be no abatement of the interim minimum annual rental percentage fee or the minimum annual rental percentage fee payable hereunder. In the event, however, that such damage is so extensive as to render any portion of the newsstand concession untenantable, the damage shall be repaired by Lessor at its

expense as quickly as practicable and the fixed lease fee and the interim minimum annual rental percentage fee or the minimum annual rental percentage fee payable hereunder shall, if the damage is to any one of the Existing Newsstand Concession Areas situated at the Airport, abate proportionately (said proportionate abatement to be based on the percentage the gross receipts for the damaged newsstand concession represents of the total gross receipts for all Existing Newsstand Concession Areas at the Airport) from the date of such damage until such time as the said newsstand concession shall again be tenantable. The percentage lease fees provided hereunder shall not be affected by such circumstances. Should any portion of one or more of the Existing Newsstand Concession Areas leased hereby be so extensively damaged by fire or other casualty as to render the same untenantable, and should Lessor fail or refuse to repair or rebuild the same within a reasonable time, Lessee 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 Lessor shall furnish Lessee with comparable replacement space suitable to Lessee. In such event, if the damage is to any one of the Existing Newsstand Concession Areas situated at the Airport, the fixed lease fee and the interim minimum annual rental percentage fee or the minimum annual rental percentage fee payable hereunder with respect thereto shall abate as provided above in this Paragraph J until said replacement is operational. Should any one of the terminal buildings at the Airport containing one of the Existing Newsstand Concession Areas be destroyed, the fixed lease fee and the interim minimum annual rental percentage fee or the minimum annual rental percentage fee payable hereunder shall abate proportionately as provided above in this Paragraph J until such time as the terminal building is replaced and a suitable replacement newsstand concession becomes operational. The percentage lease fees provided hereunder shall not be affected by such circumstances. Should any one of the terminal buildings at the Airport be damaged by fire or other casualty or should any alterations or repairs be necessitated thereto as a result of which the traveling public is partially or totally diverted from those areas of the terminal building in which Lessee is operating its newsstand concession (even if no actual damage is caused to Lessee's newsstand concession therein), that portion of the fixed lease fee and the interim minimum annual rental percentage fee or the minimum annual rental percentage fee payable hereunder and directly attributable to the affected terminal, shall be totally abated (if the diversion from the affected terminal is total) or reasonably and proportionately adjusted (if the diversion is partial) to reflect such interference with the normal operation of Lessee's business therein. Said total or proportionate abatement shall utilize the method described above in this Paragraph J. Lessor and Lessee shall forthwith negotiate in good faith such reasonable rental adjustment. The percentage lease fees provided hereunder shall not be affected by such circumstances. If any of the Existing Newsstand Concession Areas should become untenantable as a result of the occurrence of any of the events described in Article IX, the fixed lease fee and the interim minimum annual rental percentage fee or the minimum annual rental percentage fee payable hereunder with respect thereto shall abate as provided above in Paragraph J. The percentage lease fees provided hereunder shall not be affected by such circumstances. Where applicable, the proceeds of the insurance coverages required by Article XI of this Lease shall be used by the Lessor to repair any damage to the Existing Newsstand Concession Areas, said repairs subject to approval by the Commissioner of Public Works and Commissioner of Aviation. Lessee shall be entitled to any excess in the insurance proceeds that may remain after the repair of the Existing Newsstand Concession Area.

ARTICLE IV

GENERAL DESCRIPTION OF THE CONCESSION

A. Scope of Permitted Activity. Lessee shall have the right to operate Lessee's Concession Locations and in connection therewith shall have the right to and shall sell newsstand items. Lessee shall engage in no other business activity at the Airport and shall not sell categories of items other than those enumerated below on the basis indicated without written authorization of the Commissioner of Aviation.

B. Merchandise. Lessee shall be permitted to display and sell in all its Existing Newsstand Concession Areas in the Airport Terminals those categories of merchandise items listed below and such other categories of merchandise items as approved from time to time by the Commissioner of Aviation. The locations in the Airport Terminals other than Lessee's Existing Newsstand Concession Areas at which the categories of merchandise items listed below

shall be offered for sale are indicated after each item. The exclusive categories of merchandise items listed below shall not be sold at any other locations in the Airport Terminals:

(1) magazines and periodicals - Lessee only; no other Airport Terminal locations;

(2) paperback books - only Lessee and Lessor designated bookstore locations whose primary business is the selling of books;

(3) hardback books - only Lessee (limited to 20 titles) and Lessor designated bookstore locations whose primary business is the selling of books;

(4) all tobacco, tobacco products and smoking accessories used in connection therewith - only Lessee; Carson International (as ancillary service to restaurant patrons), Lessor designated drugstore locations, and Lessor designated tobacco store locations whose primary business is the selling of tobacco, tobacco products and smoking accessories;

(5) all prepackaged confections, prepackaged candy, prepackaged chewing gum, combs, pocket tissue, lip balm, cough drops and antacids - only Lessee and Lessor designated drugstore locations in the main terminal buildings and for prepackaged candy, Lessor designated candy store locations;

(6) all snack foods - unrestricted/Lessee and anywhere in Airport at Lessor designated locations;

(7) gifts and toys - unrestricted/Lessee and anywhere in Airport at Lessor designated locations;

(8) souvenirs - for souvenir items less than $10.00 only Lessee and other Lessor designated souvenir shop locations in the Airport; said $10.00 to be adjusted annually based on changes in the Consumer Price Index for all Urban Workers, Chicago, Illinois and Northwestern Indiana, all items, Series A (1967=100);

(9) wearing apparel - unrestricted/Lessee and anywhere in the Airport at Lessor designated locations;

(10) novelties - unrestricted/Lessee and anywhere in the Airport at Lessor designated locations;

(11) novelty/souvenir T-shirts, sweatshirts and caps - only Lessee except for Lessor designated specialty sports shop, souvenir and gift shop locations;

(12) postcards - exclusive/Lessee only with exception of the United States Post Office;

(13) greeting cards - Lessee restricted to two (2) typical spinner racks per newsstand concession site only and other Lessor designated locations;

(14) film, sunglasses, fountain pens and pencils and playing cards - unrestricted/Lessee and anywhere in Airport at Lessor designated locations;

(15) traveling accessories, business accessories and stationery products - unrestricted/Lessee and anywhere in Airport at Lessor designated locations.

A representative sampling of all categories of merchandise items for which Lessee is granted an exclusive shall be offered at all Existing Newsstand Concession Areas.

The Lessor agrees and covenants that it shall not enter into any lease, license, or other agreement at the Airport that would permit another concessionaire, third party or other entity to violate the exclusive and partial exclusives granted to the Lessee under this Lease; however, it is understood and agreed between the parties that any exclusive or partial exclusive granted to the Lessee under this Article shall not apply to any additional newsstand concession site offered to and rejected by the Lessee under the provisions of Paragraph E, Article I of this Lease.

With the exception of coin operated stamp machines, the Lessee shall not install or operate any coin activated vending machines or devices of any nature, kind or type, except that Lessor by and through the Commissioner of Aviation, ("the Commissioner") may from time to time offer to Lessee the right to operate, in addition to the concessions described in Article I hereof, coin-operated vending machines for the distribution of newspapers and newspaper-type publications on a temporary or permanent basis where and when, in the sole discretion of the Commissioner, it is determined that it is necessary for the efficient functioning of the airport and the convenience of the airline public. Upon such offer by the Commissioner, directed in writing to the Lessee, Lessee shall have the right, exercisable by written notice to Lessor within thirty (30) days after receipt of Lessors offer, to accept Lessor's offer and commence the installation and operation of said vending machines at the time and in the manner authorized in the offer. If Lessee accepts Lessor's offer and installs said vending machines, Lessee shall within within twenty (20) days of the end of the calendar month of said installation pay to Lessor 15% of the gross receipts of its sales from such machines pursuant to the terms and conditions provided in the following paragraph. If Lessee fails to accept within thirty (30) days, or rejects Lessor's offer as described above, Lessor may then exercise its option to offer to a third party the right to install and operate said vending machines.

In addition to those items of merchandise listed above, the Lessor grants to Lessee the exclusive right to sell newspapers, newspaper-type publications, magazines and periodicals and a partial exclusive to sell paperback books in the Airport Terminals. The Lessee shall exercise said right at the Existing Newsstand Concession Areas and any other sites identified by the Commissioner of Aviation. The Lessee within twenty (20) days of the end of each calendar month shall pay Lessor 15% of the gross receipts from the sale of newspapers, newspaper-type publications, magazines, periodicals and paperback books at the Airport. Under the exclusive right, no other party or parties shall be permitted to sell by any means or method newspapers, newspaper-type publications, magazines and periodicals from any location within the Airport Terminals; however, in the event that the Lessee if at any time loses the exclusive right, with respect to newspapers, newspaper type publications, magazines or periodicals, the Lessee shall pay 15% of gross receipts or the percentage paid of gross receipts by any operator of coin-operated newspaper vending machines, whichever is less, on newspaper, newspaper type publications, magazines and periodicals. Newspapers and newspaper-type publications shall include, but not be limited to, the following:

Chicago Tribune
Chicago Sun-Times
The Wall Street Journal
The Daily Herald
Crain's Chicago Business
The Christian Science Monitor
Chicago Defender
The New York Times
The Sporting News
Rolling Stone
National Enquirer
National Examiner
Weekly World News
Barron's
National Business Employment Weekly

C. Conflicts Between Concessions. In the event of a conflict between the newsstand concessions operated by Lessee and any other lessee or concessionaire at the Airport as to the categories of merchandise items to be sold by the respective concessionaires or lessees, Lessee agrees that the Commissioner of Aviation shall make the final decision, not unreasonably made, as to which unspecified categories of merchandise items may be sold by Lessee and Lessee agrees to be bound by such decision of the Commissioner of Aviation.

D. Specialty and/or Ethnic Shops - Duty Free Concession. Lessor reserves the right at any time to enter into agreements with others for the operation at the Airport of concessions dealing exclusively in particular lines of merchandise (except for magazines, periodicals, newspapers, newspaper-type publications and those products for which the Lessee has been given exclusive and partial exclusives as provided for in Paragraph B of this Article) or service such as, but not limited to, photographic equipment, luggage, flowers, and plants, wearing

apparel, candy and confections, duty-free merchandise, etc. It is understood and agreed between the Lessor and Lessee that such agreements for the operation of specialty and/or ethnic shops shall not affect in any way the Lessee's right to sell the categories of merchandise items provided for in Paragraph B of this Article. Upon entering into such agreements, Lessor shall notify the Lessee of the commencement date of said agreements and locations of said concessions.

ARTICLE V

INVESTMENT BY LESSOR AND LESSEE

A. General. The Lessee shall design, build, fixture, and equip the Existing Newsstand Concession Areas as identified in Exhibits "D", "E", "F", "G", "H", "I", "J", "K", and "N" in accordance with plans and specifications to be submitted to and approved by Lessor, said approval not to be unreasonably withheld. Said designing, building fixturing and equiping shall commence for each newsstand site immediately upon receipt by Lessee of Lessor's final written approval of the Lessee's plans and specifications, and Lessor providing the improvements, if any, called for under Paragraph B of this Article for said newsstand site with said designing, building, fixturing, and equiping to be completed within ninety (90) days. All such improvements, decor and equipment as are specified hereinafter as the responsibility of the Lessee, shall be furnished, supplied, installed and/or constructed by Lessee at its sole cost and expense. Should any Expansion Newsstand Concession Areas or Right of First Refusal Newsstand Concession Areas be made available to Lessee, then Lessee agrees to design, build, fixture, and equip such newsstand concessions pursuant to the provisions of this Article at a minimum cost to the Lessee, said cost to be negotiated with Lessor at such time as Lessee accepts such newsstand concession locations. The provisions of this Paragraph A shall not affect the responsibilities of the Lessor and Lessee as provided in Paragraph F of Article I with respect to the Relocation Newsstand Concession Areas.

B. Installations by the Lessor and by the Lessee. In the Existing Newsstand Concession Areas, the Expansion Newsstand Concession Areas and the Right of First Refusal Newsstand Concession Areas as defined in Article I, the Lessor 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 Lessor.

In these same newsstand concessions the Lessee will provide where required:

(1) All leasehold improvements not provided by the Lessor 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 Lessee's business.

(3) Enclosure walls and folding doors in the open wall area of the concession areas, such enclosure walls and folding doors to be 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, said approval not to be unreasonably withheld.

(4) Electricity (110/208 volts, 3 phase) and outlets provided in suitable numbers and locations.

C. Improvements, Equipment and Decor Installed by Lessee. Plans and specifications, and changes thereto, for all such structures and improvements on Lessee's Concession Locations shall be subject to the advance approval in writing of the Lessor. Lessee shall reimburse the

Lessor for the reasonable costs associated with the Lessor's review of the Lessee's plans and specifications for the structures and improvements to be constructed. During the period of construction, all construction work, workmanship materials and installation involved or incidental to the construction of Lessee's Concession Locations shall be subject at all times to inspection by Lessor without additional cost to Lessee. Lessee shall give or cause to be given to the Lessor advance notice before starting any new work. Lessee shall cause all construction work, worksmanship materials and installation to be in full compliance with the approved plans and specifications. Lessee shall at all times throughout the term hereof maintain the improvements and all portions of the Premises in good condition and repair. Lessee shall promptly correct and repair any defects with the newsstand concession structures upon receiving written notice of such defects from the Lessor. Failure to correct and repair any such defects shall be considered a default subject to the provisions of Article XXIII of this Lease. Lessee shall keep the 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 Lessee; provided, however, that Lessee may in good faith contest the validity of any lien that may be filed during the term of this Lease or any extension thereof. Lessee agrees that all improvements, equipment and decor installed shall be designed to make the Lessee's Concession Locations more attractive and provide better service to the public. All such items shall employ optimum essentials of aesthetics, convenience, function, and design. The provisions of this Paragraph C shall not effect the responsibilities of the Lessor under Paragraph F of Article I.

D. Lessee's Concession Locations - Layout and Decoration. The Lessee shall be entitled to lay out Lessee's Concession Locations as it desires, subject to the written approval of the Lessor in advance of any installation, said approval not to be unreasonably withheld.

E. Alterations, Additions or Replacements. Following the installation as hereinabove set forth, Lessee shall make no alterations, additions, or replacements without obtaining the Commissioner of Aviation's prior written approval in advance thereof, said approval not to be unreasonably withheld. The Lessee shall obtain prior written approval of the Commissioner of Aviation 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 date of occupancy thereof.

F. Estimated Cost of Lessee's Improvements. The Lessee estimates that if all the Lessee's Concession Locations identified in Article I commence operation during the term of this Lease, the Lessee will expend approximately Six Hundred Thousand Dollars ($600,000.00) to One Million Dollars ($1,000,000.00) to construct said Lessee Concession Locations. This estimate is subject to revision based on the review and approval of Lessee's construction plans by Lessor as provided in this Article V; and also, subject to revision based on increases and decreases in the cost of materials and services used to construct the Lessee's Concession Locations.

ARTICLE VI

SERVICES TO BE PERFORMED BY LESSEE

A. Hours of Operation. The Existing Newsstand Concession Areas at the Airport provided for in this Lease shall remain open to serve the public at least sixteen (16) hours a day from 8:00 a.m. to 12:00 Midnight, seven days per week; except for the newsstand concession in the international terminal which shall remain open at least twelve (12) hours a day from 8:00 a.m. to 8:00 p.m., seven days per week. Provided, further, that if the Commissioner of Aviation deems it necessary to serve the public better, the Lessee agrees to keep the Existing Newsstand Concession Areas open for longer periods as directed in writing by said Commissioner of Aviation.

B. Type of Operation. The Lessee shall operate the Existing Newsstand Concession Areas in accordance with the highest standards for this type of operation at other major airport terminals. Merchandise offered for sale shall be top quality, dispensed in compliance with all applicable federal, state, and local laws, ordinances and regulations. All merchandise kept for sale shall be subject to inspection at all times.

C. Personnel. The Lessee's employees shall be clean, courteous, efficient and neat in appearance. The Lessee shall not employ any person or persons in or about the Premises who shall use improper language or act in a loud or boisterous or otherwise improper manner.

D. Trash, Garbage and Other Refuse. The Lessee 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 Lessee shall provide and use suitable covered receptables for all garbage, trash and other refuse on or in connection with the Premises. Piling of boxes, cartons, barrels, or other similar items, in an unsightly or unsafe manner, on or about the Premises, is forbidden. Such trash, garbage, and other refuse shall be disposed of each day in a place to be designated by the Commissioner of Aviation.

E. Operational Costs. The Lessee shall bear at its own expense all costs associated with the operation of its business, and shall pay in addition to rental all other costs connected with the use of the Premises 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. All such services and supplies shall be provided by individuals and/or entities selected by Lessee.

F. Maintenance. Lessee shall maintain all of its leasehold improvement trade fixtures, enclosure walls and doors in good order and repair, keeping the same clean, safe functioning and sanitary.

ARTICLE VII

SERVICES TO BE PERFORMED BY THE LESSOR

The Lessor will maintain the structure, the roof and outer walls of the Airport Terminal Buildings. Lessor will not furnish janitorial service (interior or exterior), window cleaning, security service, custodial services, or janitorial materials or supplies for the Premises.

ARTICLE VIII

QUALITY AND PRICE CONTROL

A. Merchandise. The pricing and quality of the merchandise will be in accordance with the highest standards for this type of concession operation. The prices charged by Lessee shall not exceed the prices customarily charged for similar merchandise and services in high quality Chicago metropolitan area operations. At any time, and from time to time, the Commissioner of Aviation may review the Lessee's price and quality of merchandise then being offered for sale and require a reasonable reduction of prices, or improvements in quality of merchandise or particular items, so that pricing and quality of the merchandise or particular items will be in accordance with the highest standards for this type of concession as exemplified by high quality Chicago metropolitan area operations. The Commissioner of Aviation shall meet and confer with Lessee regarding such matters but Lessee acknowledges that the Commissioner's reasonable determination as to the quality and price of merchandise is final. Lessee shall have sixty (60) days within which to correct, rectify or modify its prices and quality upon written notice by the Commissioner of Aviation. It is understood and agreed between the parties hereto that the Lessor may seek to enforce the provisions of this Paragraph A by way of injunction in a court of competent jurisdiction, but that any alleged violation of the provisions of this Paragraph A by Lessee shall not be considered a default under Article XXIII.

B. Inspection and Review. At Lessor's discretion, responsible representatives of Lessor and Lessee will confer for the purpose of a complete inspection of Lessee's operations, including a review of the quality of service, merchandise and prices, maintenance of Premises, furnishings and equipment.

ARTICLE IX

CANCELLATION BY LESSEE

This Lease shall be subject to cancellation by written notice from the Lessee, at its election, to the Lessor in the event of any one or more of the following events:

(1) The permanent abandonment of the Airport as an air terminal.

(2) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such manner as substantially to restrict Lessee 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 the Airport, and the remaining in force of such injunction for a period of at least ninety (90) days.

(4) The default by the Lessor in the performance of any covenant or agreement herein required to be performed by the Lessor and the failure of the Lessor to remedy such default for a period of sixty (60) days after receipt from the Lessee of written notice to remedy the same.

ARTICLE X

PROPERTY RIGHTS UPON EARLY TERMINATION OR EXPIRATION

A. Early Termination of Lease. Upon the termination of this Lease for any reason prior to the expiration of the lease term, as defined in Article II, Lessee shall aid the Lessor in all ways possible in continuing the business of operating the Existing Newsstand Concession Areas at the Airport. If this Lease is terminated by Lessee as provided in Article IX, Lessee further agrees to sell any or all of Lessee's furniture, equipment, installations, additions, partitions, hardware, fixtures and improvements, temporary or permanent, in or upon the Premises to the Lessor, or any interest thereto which Lessee may have, should the Lessor notify the Lessee in writing within ten (10) days of the termination date that the Lessor desires to purchase any or all of said furniture, equipment, installations, additions, partitions, hardware, fixtures and improvements. In the event the Lessor exercises its option to purchase any or all of said furniture, equipment, installations, additions, partitions, hardware, fixtures and improvements, 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 immediately 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. The cost for said appraisers is to be shared equally by the parties hereto. Upon the termination of this Lease and payment to the Lessee of the fair market value as provided above, it is mutually agreed that the Lessee shall have no further claim, right, title or interest in or to any of the leasehold improvements sold to the Lessor. If the Lease is terminated by Lessor as provided in Article XXIII, then the Commissioner of Aviation shall have the option, to be exercised by written notice to Lessee within ten (10) days of said termination, to declare all installations, additions, partitions, hardware, fixtures and improvements, temporary or permanent, except movable furniture and equipment belonging to the Lessee, in or upon the Premises, to be the property of the Lessor.

B. Expiration of Lease. Upon the expiration of the full lease term or any extension thereof, the Commissioner of Aviation shall have the option, to be exercised by written notice to Lessee within ten (10) days of said option, to declare all installations, additions, partitions, hardware, fixtures and improvements, temporary or permanent, except movable furniture and equipment belonging to Lessee, in or upon the Premises to be the property of the Lessor. If the

Commissioner exercises said option, the above-mentioned property shall become the property of the Lessor without a bill of sale. The property shall remain on the Premises without compensation, allowance or credit to Lessee, and Lessee shall have no further obligations with respect to said property.

C. General Provisions. If prior to any termination of this Lease through passage of time or otherwise, Lessor sends Lessee written notice prior to said termination, then Lessee, at Lessee's cost, shall promptly remove such installations, additions, partitions, hardware, light fixtures, trade and non-trade fixtures and improvements placed in and upon the Premises by Lessee as are designated in such notice and repair any damage to the Premises caused by such removal, failing which the Lessor may remove the same and repair the Premises and Lessee shall pay the cost thereof to Lessor on demand. The Lessee shall retain ownership of all such items whether removed by Lessee or Lessor. If the Lessor shall fail to exercise any of its rights contained in this Article upon termination of this Lease, whether through passage of time or otherwise, within the prescribed time, then Lessee shall have the option of (a) removing within thirty (30) days of termination any or all furniture, equipment, installations, additions, partitions, hardware, light fixtures, trade and non-trade fixtures and improvements, temporary or permanent, on the Premises, in which case the items of property removed shall continue to be owned by the Lessee and the items remaining on the Premises shall be owned by the Lessor; or (b) leaving all furniture, equipment, installations, additions, partitions, hardware, light fixtures, trade and non-trade fixtures and improvements, temporary or permanent, on the Premises in which case said items shall become the property of the Lessor thirty (30) days after the termination of the Lease, with no further obligation or responsibility on the part of Lessee. Lessee, on removing any of the items described above, shall repair the Premises as provided above in this Paragraph C.

ARTICLE XI

INSURANCE

Lessee, at its own expense, shall keep in force, during the term of this Lease, insurance issued by responsible insurance companies, in forms, kinds and amounts as approved by the City Comptroller for the protection of Lessor and/or Lessee with respect to the activities conducted under this Lease. Insurance requirements hereunder shall be reasonable for the type of operation provided for in this Lease with said requirements being subject to the sole determination of the City 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 City Comptroller. All policies or endorsements thereto shall in all cases where possible name Lessor as insured thereunder. Upon approval by said City Comptroller of all insurance required, in the forms, kinds and amounts to be procured, Lessee shall deliver all policy originals or duplicate originals and endorsements thereto to the City Comptroller for incorporation within this Lease as attachments thereto. In any event, Lessee is not to commence or to exercise any of the rights and privileges granted under this Lease until such time as all insurance to be furnished by Lessee is in full force and effect. Lessee expressly understands and agrees that any insurance protection furnished by Lessee hereunder shall in no way limit its responsibility to indemnify and save harmless Lessor under the provisions of Article XII of this Lease.

ARTICLE XII

INDEMNITY

A. Indemnity The Lessee does hereby covenant and agree to indemnify, save harmless and defend the Lessor from all fines, suits, claims, demands and actions of any kind and nature including antitrust claims, arising out of this Lease or arising out of any or all of Lessee's

operations under this Lease at the Airport, 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, except if due to the fault or negligence of Lessor its agents, invitees, servants, employees, or other representatives.

ARTICLE XIII

EMPLOYMENT PREFERENCE

Lessee agrees that it will use its best efforts to employ residents of the City of Chicago in the operation of the Premises at the Airport. The Lessee shall furnish the Lessor upon request information regarding the residences of Lessee's employees working in its newsstand concession operation at the Airport.

ARTICLE XIV

INSPECTION

This Lessee shall allow the Lessor's authorized representative access to the 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 XV

INGRESS AND EGRESS

Subject to regulations governing the use of the Airport, the Lessee, its agents and servants, patrons and invitees, and its suppliers of service and furnishers of materials shall have the right to ingress and egress from the Premises leased exclusively to the Lessee. The right of ingress to and egress from the Premises will be exercised in such a reasonable manner as to not interfere with normal Airport operations.

ARTICLE XVI

ASSIGNMENT AND SUBLETTING

The Lessee shall not assign, transfer, sublease, pledge, surrender or otherwise encumber or dispose of this Lease 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 approval of the Commissioner of Aviation and the City Council of Chicago being first obtained, said approvals not to be unreasonably withheld.

ARTICLE XVII

SIGNS

Lessee shall not erect, install, operate nor cause nor permit to be erected, installed or operated in or upon the Premises herein, the Airport Terminal Buildings, or other airport property, any signs or other similar advertising device without first having obtained the Commissioner of Aviation's written consent thereto, said written consent not to be unreasonably withheld.

ARTICLE XVIII

REDELIVERY

Lessee will make no unlawful or offensive use of the 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 Lessor, peaceably, 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 Lessee or the Lessor, said redelivery of the Premises to be subject to the provisions of Article X.

ARTICLE XIX

CONCESSIONAIRE'S LETTER OF CREDIT

At the time of the execution hereof, Lessee shall execute and deliver to the City Comptroller a Irrevocable Letter of Credit satisfactory to the City Comptroller in the sum of Six Hundred Thousand Dollars ($600,000.00), said Irrevocable Letter of Credit to guarantee faithful performance of the provisions of this Lease. If the Lessee fails to comply with the provisions of this Lease and such failure continues for forty-five (45) days, with respect to the non-payment of rent or sixty (60) days with respect to any other default, after Lessor has notified Lessee in writing of such failure or default as provided in Article XXIII or if this Lease is terminated as provided in Article XXIII, then Lessor may draw down by sight draft the full amount of said Irrevocable Letter of Credit. The sight draft, need only be accompanied by:

- Written instrument signed by the Commissioner of Aviation, City of Chicago, requesting the total amount of the Letter of Credit, said instrument to be dated no earlier than forty-five (45) days or sixty (60) days from the date of the default notice described above; and

- Copy of the default notice to the Lessee citing Lessee's alleged default under the provisions of this Lease.

Notwithstanding Lessee's funding of the Letter of Credit, if as a result of a final judical proceeding the Lessee is found not to be in violation of this Lease as alleged by Lessor, Lessee shall be entitled to the prompt return of the proceeds of the Letter of Credit plus applicable interest at the rate of 10% per annum from the date of the draw down to the date of repayment.

Upon the Lessee's failure to pay the rent as required by this Lease and such faulure's continuation for forty five (45) days after Lessor has notified Lessee in writing of such failure, Lessor may at its election terminate this Lease. Upon termination of the Lease, the Lessee shall surrender possession and vacate the Premises immediately, and deliver possession thereof to the Lessor, and hereby grants to the Lessor the full and free right, without demand or notice of any kind to Lessee (except as hereinabove expressly provided for), to enter into and upon the Premises in such event with or without process of law and to repossess the Premises in such event with or without process of law and to repossess the Premises as the Lessor's former estate and to expel or remove the Lessee and any others who may be occupying or within the Premises without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer, without incuring any liability for any damages resulting therefrom and without relinquishing the Lessor's rights to rent or any other right given to the Lessor hereunder.

ARTICLE XX

GUARANTEE OF PARENT CORPORATION

As a condition of and as further consideration for the execution of this Agreement by the Lessor, the Lessee has pledged the unconditional guarantee of Airport News Corporation, a Georgia corporation, and the 60% interest of Elson's News and Gift Shops, a Georgia partnership, controlled by Mr. Edward E. Elson to ensure Lessee's performance of all contractual obligations under this Agreement, including but not limited to the fixed lease fees, percentage fees, and minimum annual rental percentage fees described in Article III of this Agreement. The executed letters of guarantee are attached hereto as "Exhibit R" and Exhibit "S".

ARTICLE XXI

SUBJECT TO AIRLINE AGREEMENTS,

NONDISCRIMINATION PROVISIONS AND F.A.A. REQUIREMENTS

A. Airline Agreements. This Lease 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 Lessor and Scheduled Airlines governing use and operation of the Airport.

B. Non-Discrimination in Employment. Lessee 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, nor otherwise commit an unfair employment practice. Lessee 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, 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. Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Lessee 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. To demonstrate compliance, Lessee and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations. 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 order and regulations of the United States Departments of Labor, 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 the Council Proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198.7A.

C. Non-Discrimination in the Use of the Premises by Lessee. 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 and the Federal Aviation Administration, and therefore involves activity which services the public. Lessee and Lessee's personal representatives, successors in interest, and assigns, as part of the consideration hereof, do hereby covenant and agree, as a covenant running with the land, that (a) 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 the Premises; (b) that in the construction of any improvements on, over, or under such Premises 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 (c) that Lessee 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, and Lessee's failure to immediately correct such breach upon receipt of written notification from Lessor as to Lessee's discriminatory action, unless in the case of a breach which cannot reasonably be immediately corrected where Lessee shall have commenced and shall be diligently pursuing all action necessary to correct such

breach, the Lessor shall have the right to terminate this Lease and to re-enter and repossess the Premises and the facilities thereon, and hold the same as if said Lease had never been made or entered into.

ARTICLE XXII

NON-WAIVER

Any waiver of any breach of covenants herein contained to be kept and performed by the Lessee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Lessor from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

ARTICLE XXIII

DEFAULT

This Lease is made upon the condition, that if the Lessee shall be in arrears in the payment of rent for a period of forty-five (45) days; if Lessee shall fail to operate the Premises herein as required; or, if said Lessee shall fail or neglect to do or perform or observe any of the covenants contained herein on its parts to be kept and performed and such failure or neglect shall continue for a period of not less than sixty (60) days after the Lessor has notified Lessee in writing of Lessee's default hereunder and Lessee has failed to correct such default within said sixty (60) days (such sixty day notification period shall not be construed to apply to any default in payment of rent which is addressed by Article XIX of this Lease or if Lessee 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), unless in the case of a default which cannot reasonably be cured within said sixty (60) days where Lessee shall have commenced and shall be diligently pursuing all action necessary to cure such default, then in any of said cases or events, the Lessor lawfully may, at its option, immediately or any time thereafter, without demand or notice, enter into, and upon the Premises or part thereof and in the name of the whole, and repossess the same of its former estate, and expel said Lessee and those claiming by, through, or under it, and remove its effects, if any, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used, for arrears of rent or preceding breach of covenant. On the reentry aforesaid, this Lease shall terminate.

ARTICLE XXIV

INDEPENDENCE OF LESSEE

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 Lessee as the agent, representative or employees of the Lessor for any purpose or in any manner whatsover. The Lessee is to be and shall remain an independent contractor with respect to all services performed under this Lease.

ARTICLE XXV

RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

The Lessor shall have the right to and shall adopt and enforce reasonable rules and regulations with respect to the use of the Airport and Airport Terminal Buildings, and related facilities, which Lessee agrees to observe and obey upon being provided a copy thereof. The Lessee 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 Airport; likewise the Lessee shall obtain and maintain all permits and licenses necessary for its operation at the Airport. Lessee further agrees to pay all taxes imposed by law on its property or operation.

ARTICLE XXVI

NOTICES

All notices hereunder shall be in writing and shall be delivered in person or by certified mail, return receipt requested, at the addresses set forth below, or such other addressses as the parties may designate in writing:

If to Lessee: ELSON'S OF ILLINOIS, INC.
4070 Shirley Drive, S.W.
Atlanta, Georgia 30336
Attn: John Thompson, President

With a Copy to: Friedman & Koven
208 South LaSalle Street
Chicago, Illinois 60604
Attn: George W. Davis

If to Lessor: Department of Aviation
121 North LaSalle Street
Room 1111 - City Hall
Chicago, Illinois 60602

Notices shall be deemed given when delivered (if delivered in person) or on the date of receipt as shown on the return receipt (if delivered by certified mail).

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 Lease.

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 shall in no way effect any other covenant, condition or provision herein contained, provided that the invalidity of such covenant, condition or provision does not materially prejudice either Lessor or Lessee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Lease.

ARTICLE XXIX

PROHIBITION OF RECORDATION

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

ARTICLE XXX

ENFORCED DELAY IN PERFORMANCE

Neither the Lessor nor Lessee, nor any successor in interest, shall be considered in breach, or default of, its obligations in the event of delays in the performance of such obligations or any of them, due to strikes, wars, acts of God, insurrection, governmental restrictions in obtaining any labor or material or the performance thereof, (all or any of the foregoing are hereinafter sometimes referred to as "Permitted Delays"). In the event any of the parties hereto shall not conform to the timetable described above due to any event or occurrence which constitutes a Permitted Delay, then in such event, both (i) the time lost as a result of such Permitted Delay shall be added to the time for performance of such obligation by such party, and (ii) an identical period of time in days shall be added to the date for performance of all other obligations by all other parties.

ARTICLE XXXI

QUIET ENJOYMENT OF PREMISES

Lessor covenants and agrees that Lessee, upon complying with all of Lessee's obligations hereunder, shall peaceably and quietly enjoy the Premises and all of Lessee's rights hereunder during the term of said Lease without hindrance by Lessor or any person claiming under Lessor.

ARTICLE XXXII

MISCELLANEOUS PROVISIONS

A. Time is of the essence with respect to the provisions of this Lease.

B. This Lease shall be governed by and construed pursuant to the laws of the State of Illinois.

C. This Lease represents the entire agreement between Lessor and Lessee and the terms hereof may not be modified or amended except in a writing signed by Lessor and Lessee.

D. The covenants and conditions of this Lease shall apply to and bind the Lessor and Lessee and their respective successors and assigns.

E. Whenever Lessor's (or any of Lessor's agents') consent or approval is required hereunder, such consent or approval shall not be unreasonably withheld.

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 Lease to be executed under the respective seals on the day and year first above written.

CITY OF CHICAGO
a municipal corporation

_____
MAYOR

APPROVED:

_____
COMMISSIONER OF AVIATION

_____
CITY COMPTROLLER

APPROVED AS TO FORM AND LEGALITY:

_____
CORPORATION COUNSEL

ELSON'S OF ILLINOIS, INC.

_____
PRESIDENT

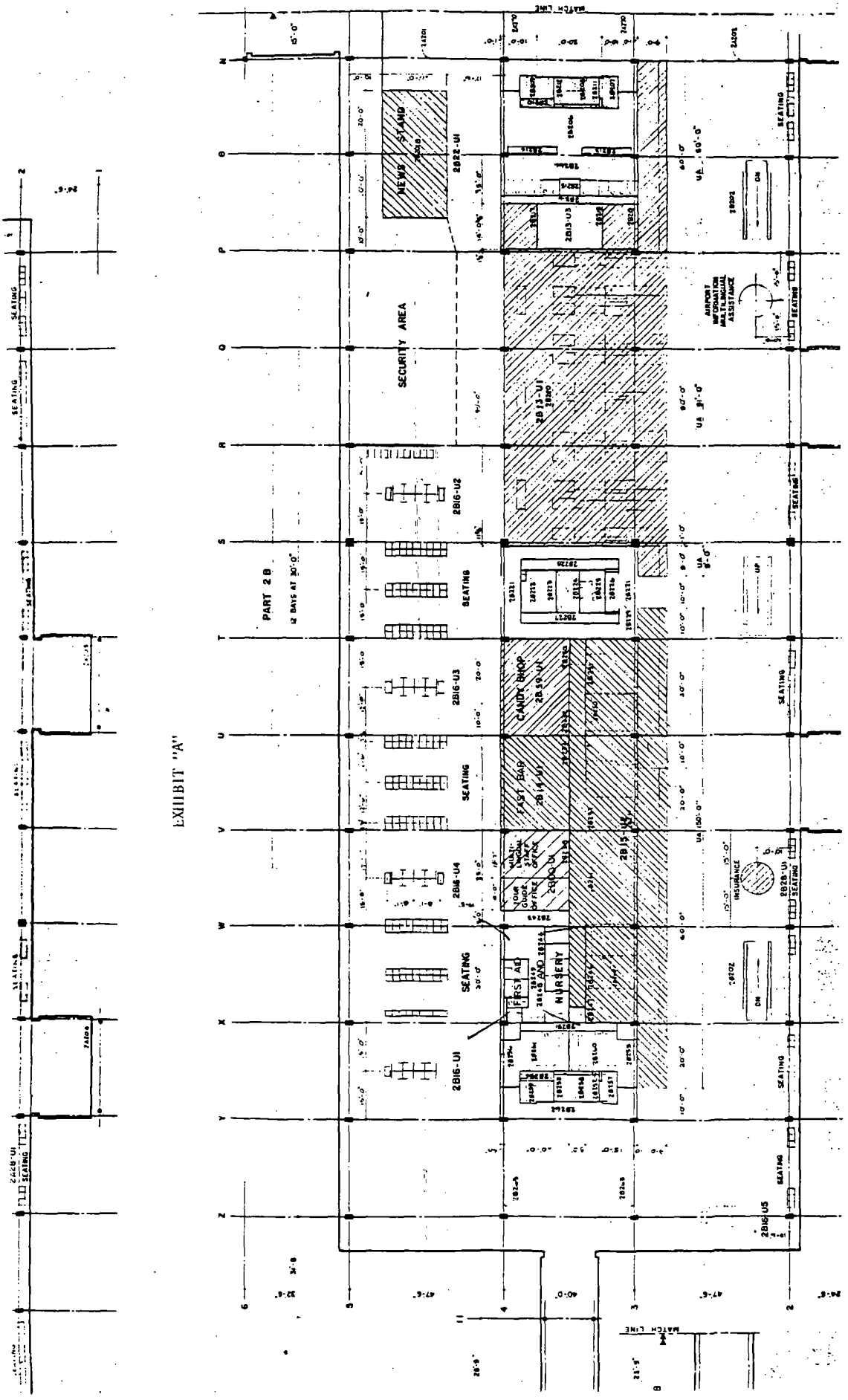
ATTEST:

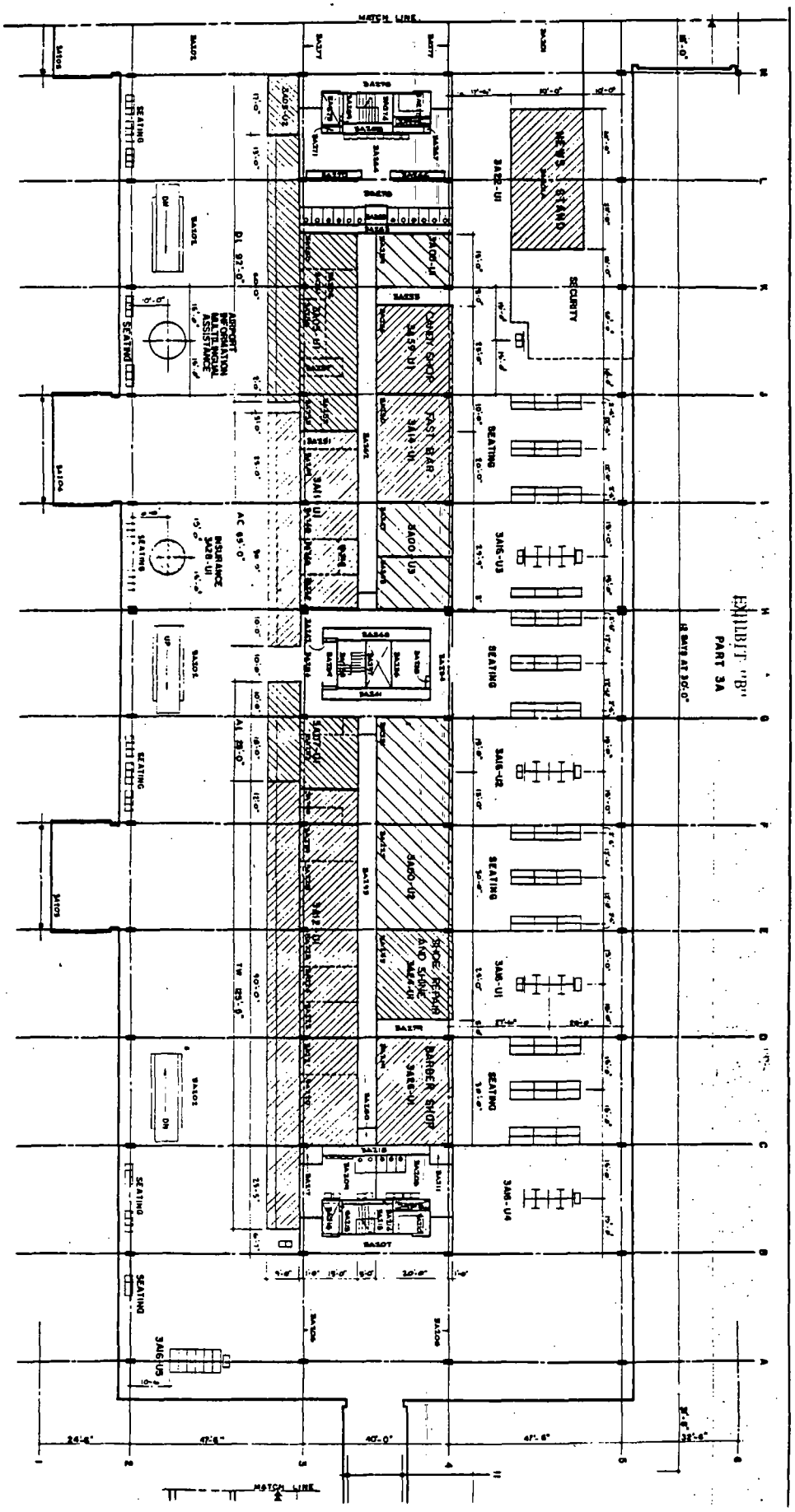
_____
CITY CLERK

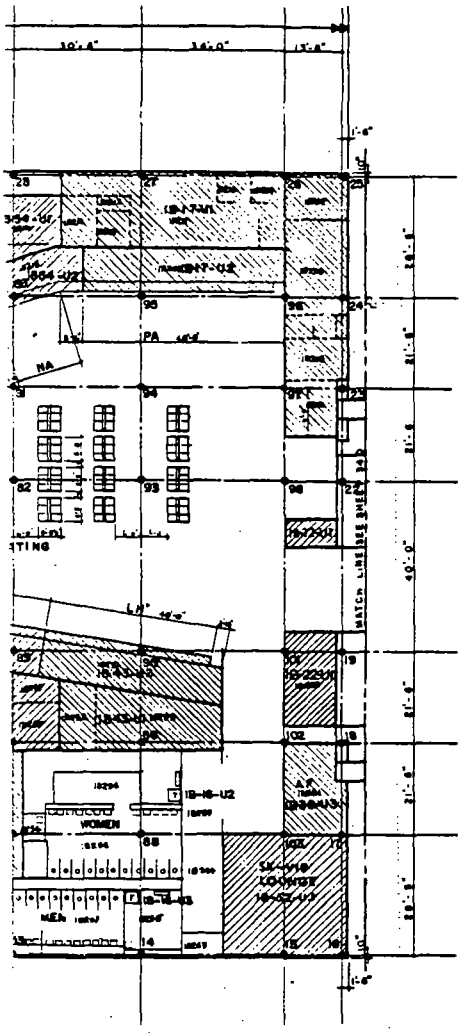
ATTEST:

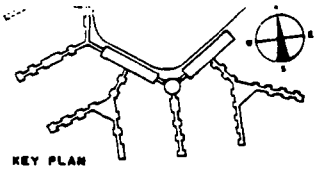
_____
SECRETARY

EXHIBIT "A"


NEWS STAND
SECURITY AREA
PART 2B
12 BAYS AT 30'-0"
CANDY SHOP
FAST BAR
SEATING
FIRST AID
NURSERY
INSURANCE
SEATING


MATCH LINE
NEWS STAND
SECURITY
CANDY SHOP
FAST BAR
SHOE REPAIR AND SHINE
BARBER SHOP
SEATING
EXHIBIT "B"
PART 3A





LEASABLE AREA USES

NO.	AREA USE	NO.	AREA USE
04	AIRLINE HOLD AREA		
05	AIRLINE TICKET AREA		
12	OFFICE SPACE		
25	AIRLINE TOILET SPACE		
28	RESTAURANT		
16	INSURANCE CENTER		
17	SHOPS		
03	AIRLINE OPERATION AREA		

SCHEDULE OF LEASABLE AREA

INDICATING SQ. FOOTAGE AND AREA USE NOS.

TENANT	BLDG. PART & TENANT NO.	FLOOR AREA U1	U2	U3	U4	U5	U6	U7		
PA	1B-17	12	05							
		1,750	497							
NAC	1B-54	12	05							
		358	237							
BA	1B-41	12	05	12						
		238	388	43						
MX	1B-42	12	05							
		500	315							
SR	1B-44	12	05							
		313	262							
AF	1B-39	12	05	12						
		660	445	280						
LH	1B-43	12	05							
		529	455							
IBT	1B-16	13	13	13						
		2TEL	1TEL	1TEL						
JTS	1B-60	25	04							
		623	2,138							
RAS	1B-14	28								
		6,995								
INS	1B-28	16								
		113								
KL	1B-58	12								
		798								
SK	1B-52	12	05	12	12					
		313	262	840	191					
EI	1B-53	12	05	12	03	12	12			
		281	400	755	72	247	131			
TW	1B-12	05								
		71								
NSD	1B-22	17								
		258								
JM	1B-55	12	05							
		281	236							
LY	1B 40	12								
		185								

EXHIBIT "C "

8	SGK	31Dec 79	Terminal Tenant Space Update
7	RM	31DEC77	TERMINAL TENANT SPACE UPDATE
6	TG	1DEC77	REVISED MATCH LINE 400
5	TG	4-1-70	REVIEWED FOR AIRLINE LEASES
4	TG	[illegible]	Added 1B-58-U6, Changed Sq. Ft. in Areas 1B-60-U2, 1B-28-U2
3	TG	1JULY67	Changed Areas 1A06U1 1B 22 U1 Added 1B Sq. 1B 14, 1B 22, No. 2
2	RG	[illegible]	1B-52-U3 ADDED
1	TG	[illegible]	1B-39-U1, 1B-28-U2 ADDED
NO.	INIT.	DATE	DESCRIPTION

CHICAGO-O'HARE INTERNATIONAL AIRPORT

AREA ASSIGNMENT

TERMINAL BLDG. NO. 1 UPPER LEVEL FLOOR PLAN

C. F. MURPHY ASSOCIATES — ARCHITECTS — ENGINEERS

CITY OF CHICAGO
RICHARD J. DALEY MAYOR

DESIGNED BY [illegible] — DRAWN BY G.C.W. — CHECKED BY G.C.W. — APPROVED BY — DRAWING NO. 36

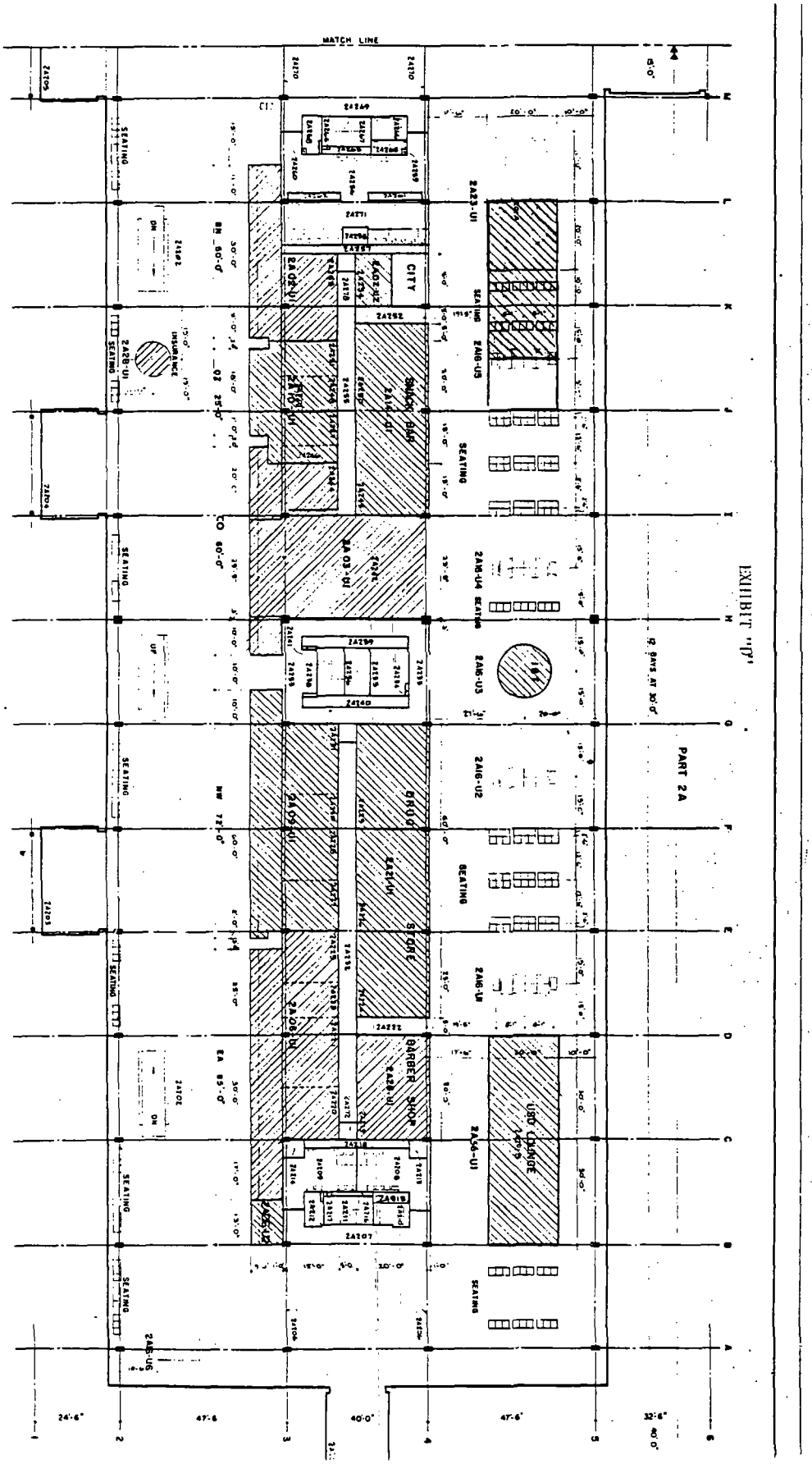

MATCH LINE
CITY
SMOKY BAR
GROCERY STORE
BARBER SHOP
UBO COLOGNE
PART 2A
SEATING

EXHIBIT "D"

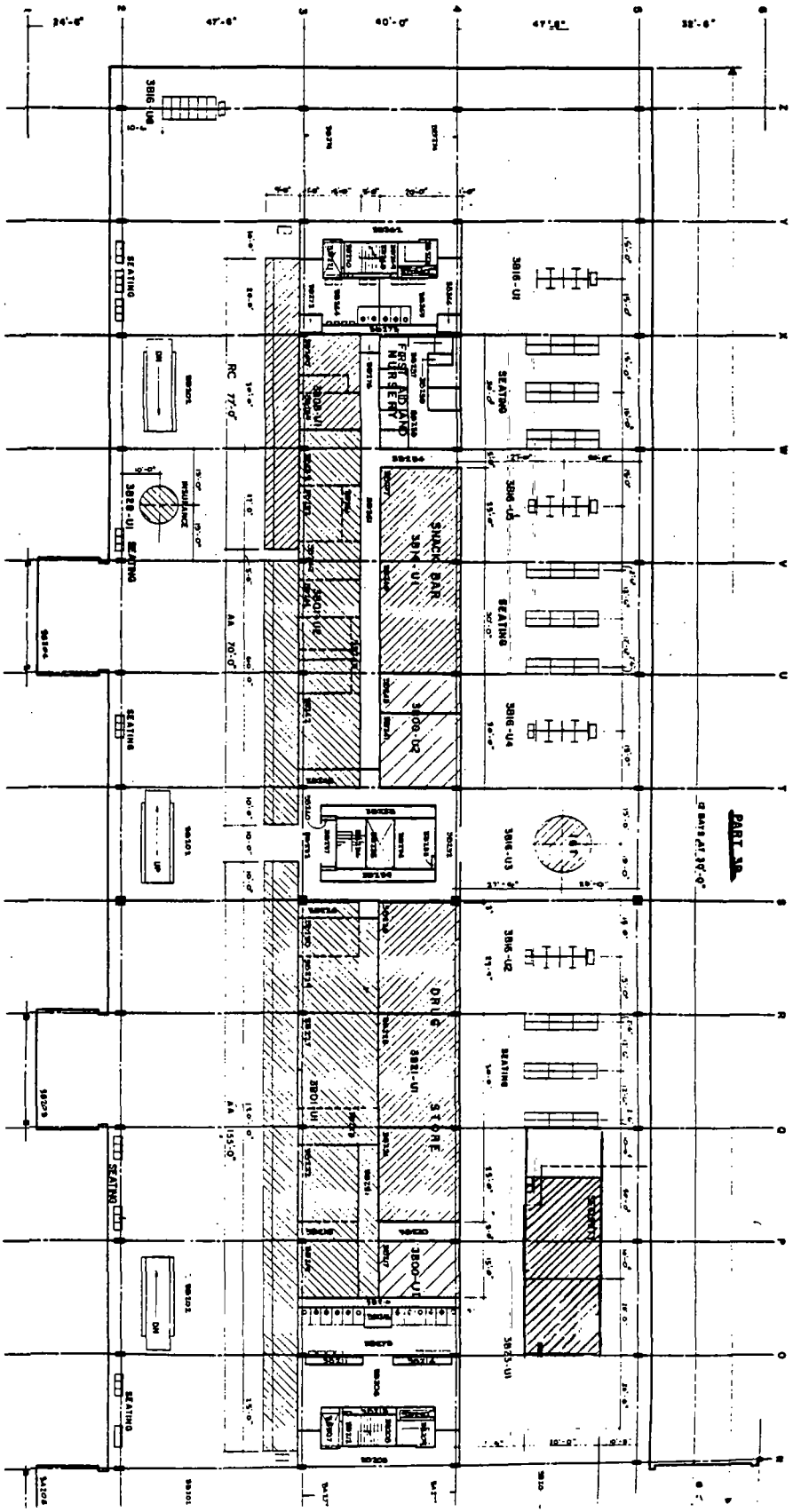


EXHIBIT "E"

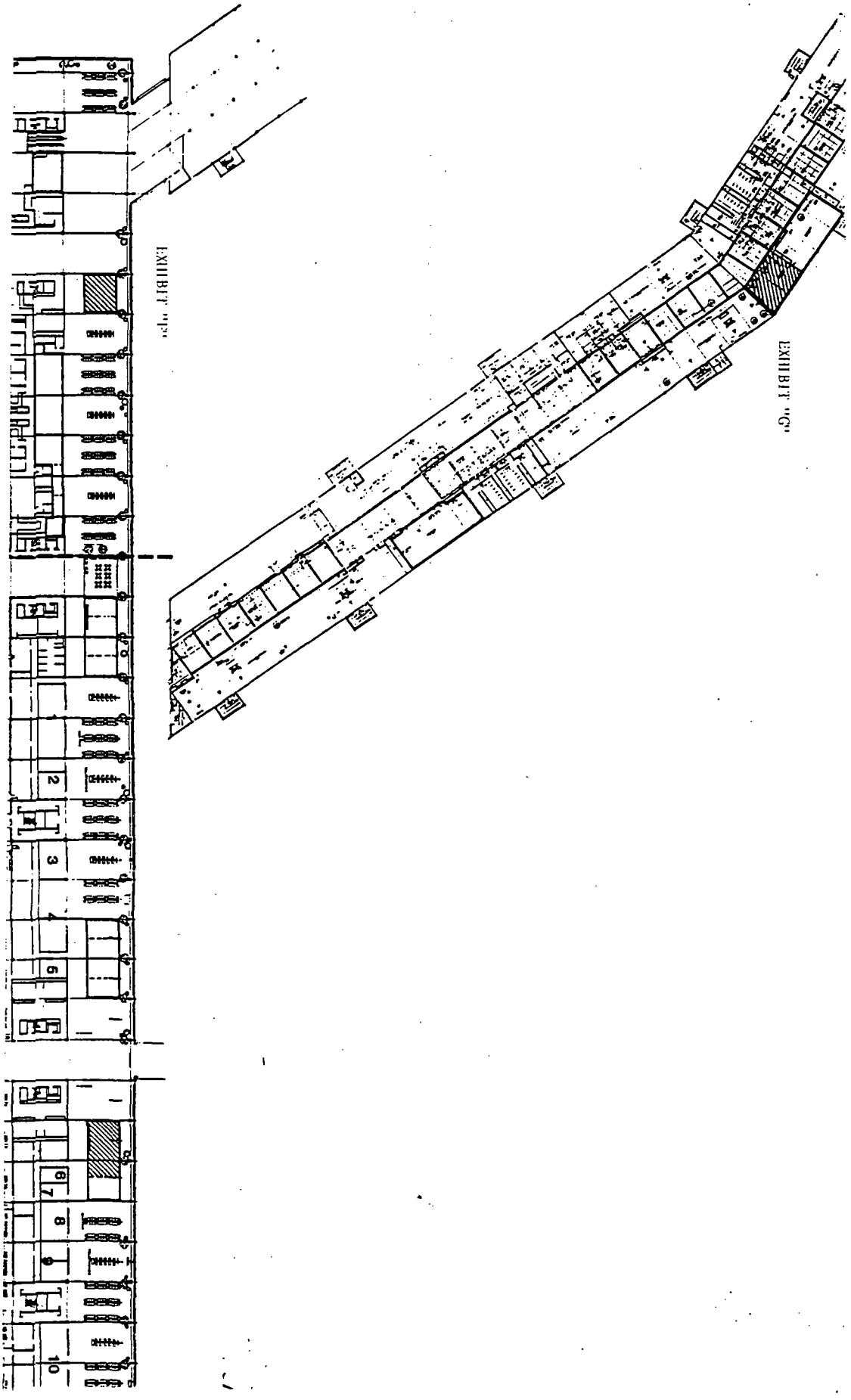


EXHIBIT "F"
EXHIBIT "G"

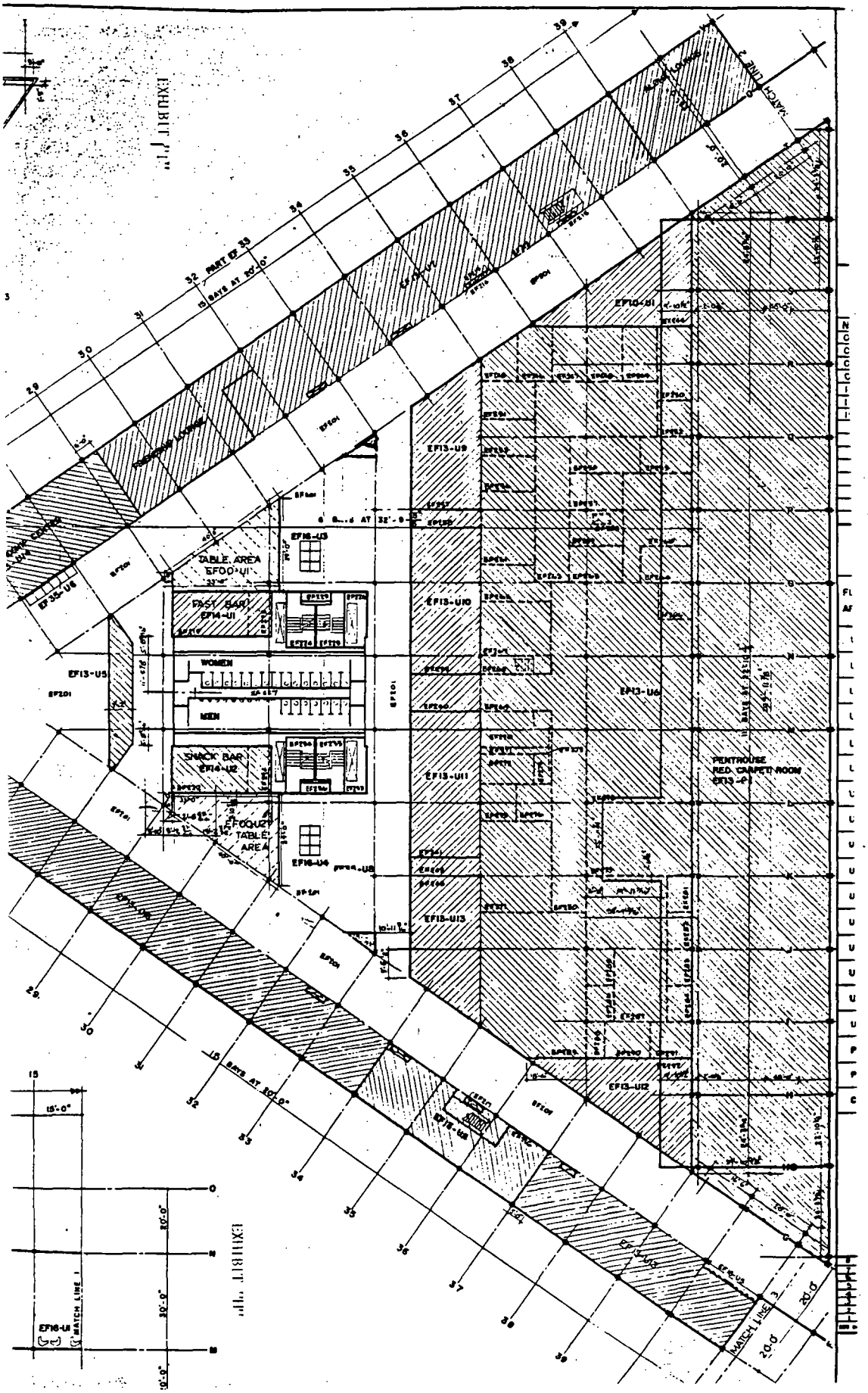
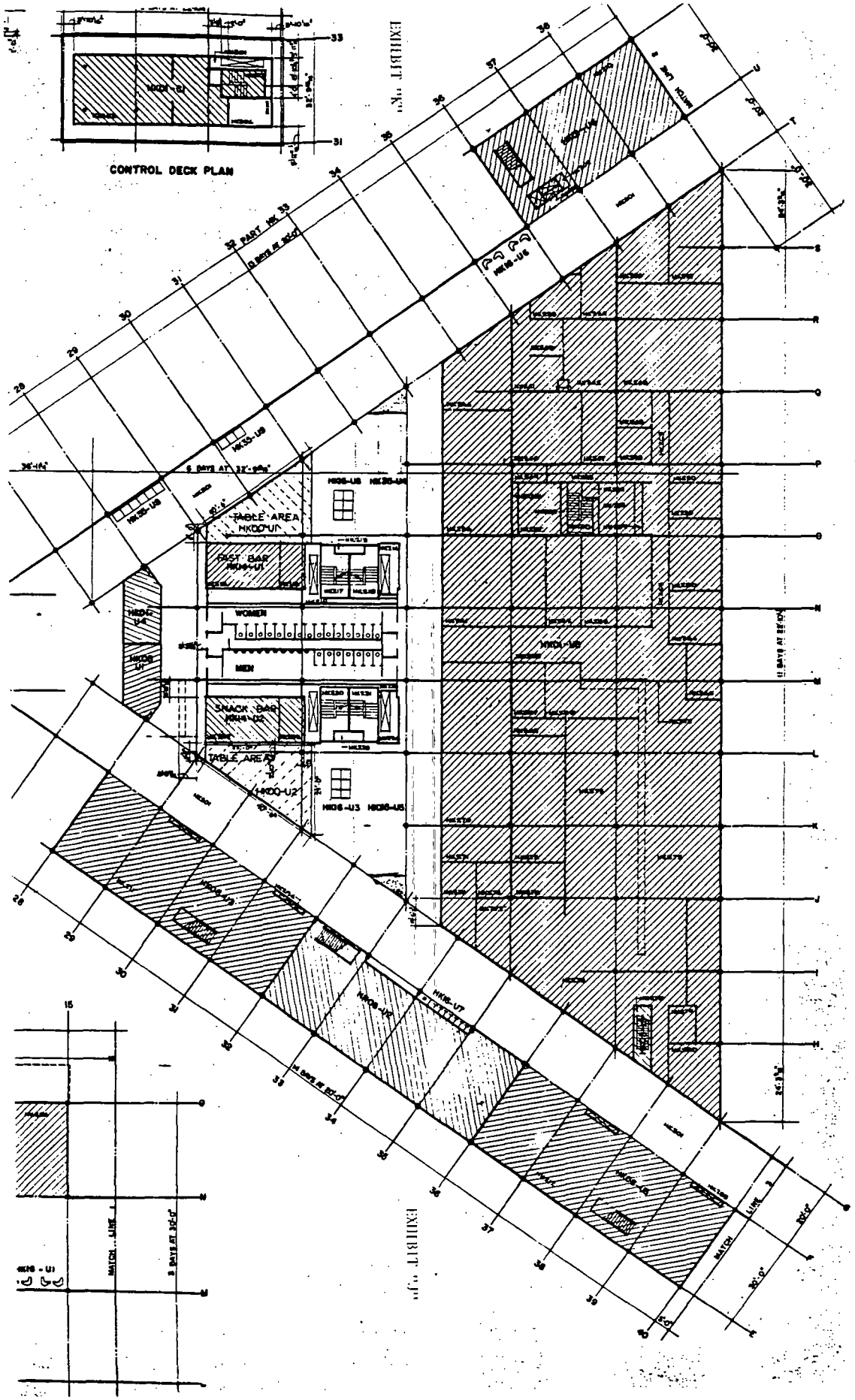
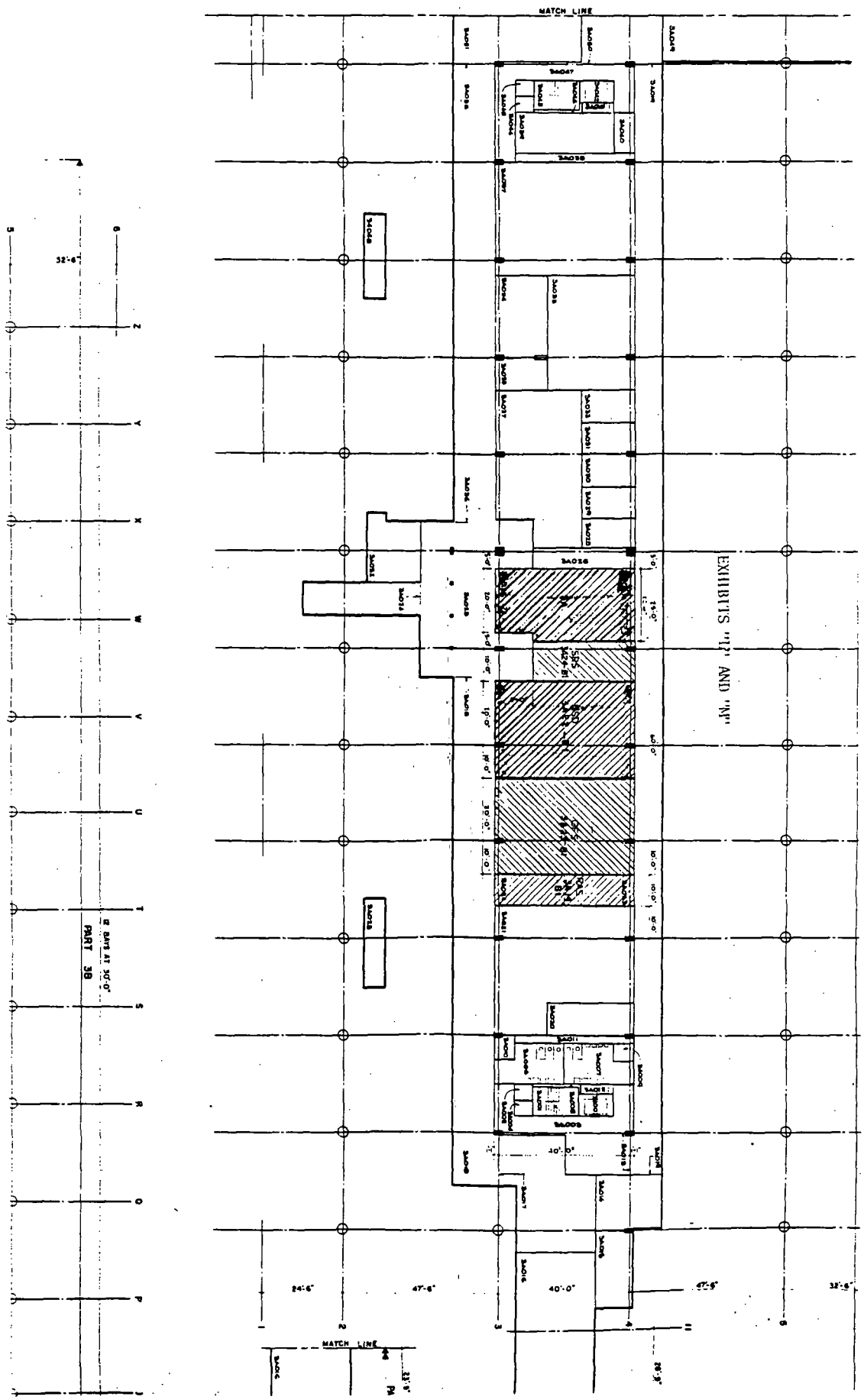


EXHIBIT "F"
TABLE AREA
EF00-U1
FAST BAR
EF14-U1
WOMEN
MEN
SNACK BAR
EF14-U2
EF00-U2
TABLE AREA
EF16-U3
EF16-U4
EF13-U5
EF25-U6
EF13-U9
EF13-U10
EF13-U11
EF13-U13
EF13-U12
EF13-U6
PENTHOUSE
RED CARPET ROOM
EF13-P
EF10-U1
EF16-U5
EF16-U6
EF16-U3
EXHIBIT "F"
EF16-U1
MATCH LINE 1
MATCH LINE 2
MATCH LINE 3


CONTROL DECK PLAN
EXHIBIT "K"
EXHIBIT "J"
TABLE AREA
HK00-U1
FAST BAR
HK44-U1
WOMEN
MEN
SNACK BAR
HK44-U2
TABLE AREA
HK00-U2
HK06-U3
HK06-U5
HK06-U6
HK06-U7
HK06-U8
HK06-U9
HK35-U5
HK35-U6
HK35-U8
HK35-U9
HK00-U1
MATCH LINE


MATCH LINE
MATCH LINE
EXHIBITS "I" AND "N"

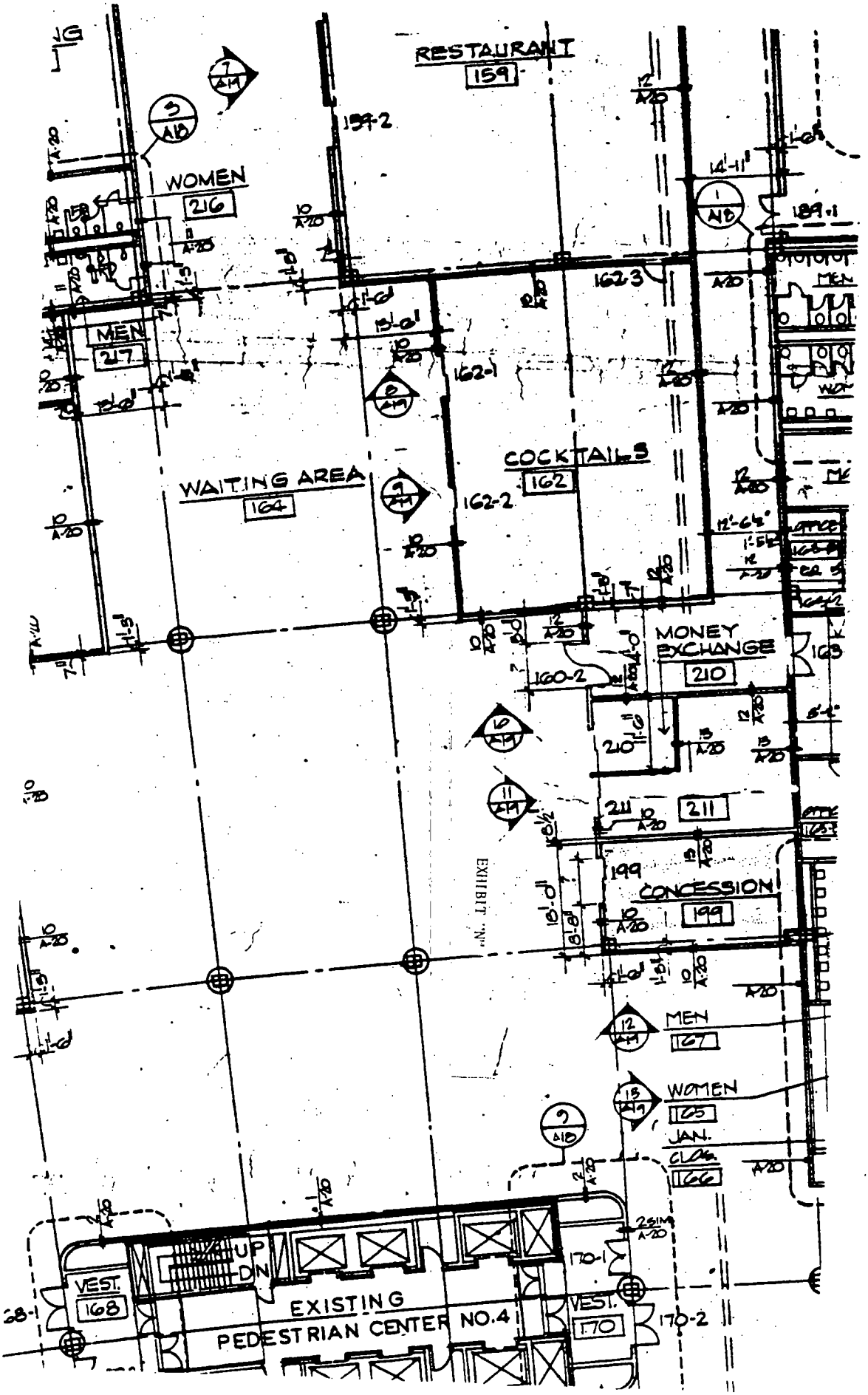

RESTAURANT
159
WOMEN
216
MEN
217
WAITING AREA
164
COCKTAILS
162
MONEY EXCHANGE
210
CONCESSION
199
MEN
167
WOMEN
165
JAN. CLOS.
166
UP
DN
VEST.
168
EXISTING
PEDESTRIAN CENTER NO.4
VEST.
170
EXHIBIT "N"

EXHIBIT "O"

25% CATEGORIES

hardback books

tobacco, tobacco products and smoking accessores

prepackaged confections, candy, chewing gum, combs, pocket tissue, lip balm, cough drops, and antacids

snack foods

EXHIBIT "P"

30% CATEGORIES

Novelty and/or souvenir T-shirts, sweatshirts, and caps*
Novelties and souvenirs
Gifts and Toys
Playing cards
Stationery products

* On these categories of merchandise items, the Lessee shall pay 30% or the percentage provided for in the gift shop concession, whichever is less.

EXHIBIT "Q"

40% CATEGORIES

wearing apparel
sunglasses
traveling accessories
business accessories
fountain pens and pencils
postcards
greeting cards
film

EXHIBIT "R"

CORPORATE GUARANTY

WHEREAS, Elson's of Illinois, Inc., an Illinois corporation (the "Company") has submitted a proposal to the City of Chicago, Illinois, a municipal corporation (the "City"), by which the Company would operate the newsstand concession at Chicago O'Hare International Airport (the "Airport"); and

WHEREAS, the City has indicated its desire to accept the Company's proposal and to enter into an agreement providing for the Company's operation of the newsstand concessions (the "Concession Agreement"); and

WHEREAS, the Company is a subchapter S corporation, and Airport News Corporation, a Georgia corporation (the "Guarantor") is a corporation in Georgia that has been in existence since 1960 holding an exclusive contract at the Atlanta Airport and said contract will not expire until 1995; and

WHEREAS, the City has further indicated that it is requiring, as a condition of similar concession agreements, and specifically of this Company's Concession Agreement, the unconditional guarantee of a parent corporation, or an acceptable affiliated corporation guaranteeing the performance of all contractual obligations of the Company; further, that the City is not willing to execute said agreement without the undertakings contained herein in this Guaranty:

NOW, THEREFORE, Airport News Corporation, a Georgia corporation, for good and valuable consideration, and to induce the City to execute the Concession Agreement between the Company and the City for the newsstand concessions at the Airport, unconditionally and irrevocably guarantees to the City the prompt performance by the Company of all terms, covenants, and conditions of the aforementioned Concession Agreement, said contractual obligations to include but not be limited to the Company's fiscal operations, fixed license fees, annual rents, and minimum annual rental percentage fees described in Article III of this Concession Agreement.

This Guaranty shall inure to the benefit of the City/Lessor and its successors and assigns.

Dated: August 10, 1984

AIRPORT NEWS CORPORATION, a Georgia corporation

By: _____
President

Attest: _____

EXHIBIT "S"

GUARANTY
(Secured by Pledge of Partnership Interests)

WHEREAS, Elson's of Illinois, Inc., an Illinois corporation (the "Company"), has submitted a proposal to the City of Chicago, Illinois, a municipal corporation (the "City"), by which the Company would operate the newsstand concession at Chicago O'Hare International Airport (the "Airport"); and

WHEREAS, the City has indicated its desire to accept the Company's proposal and to enter into an agreement providing for the Company's operation of the newsstand concessions (the "Concession Agreement"); and

WHEREAS, the City has further indicated that it is requiring, as a condition of similar concession agreements, and specifically of this Company's Concession Agreement, the guaranty, to the extent provided herein, of the performance of all contractual obligations of the Company; further, that the City is not willing to execute the Concession Agreement without the undertakings contained herein in this Guaranty;

NOW, THEREFORE, Edward E. Elson, not personally but solely with respect to his 12% interest in Elson's News & Gift Shops, a Georgia partnership (the "Partnership"), and Elson's News and Gift Shops, Inc., solely with respect to its 48% interest in the Partnership, for good and valuable consideration, and to induce the City to execute the Concession Agreement between the Company and the City for the newsstand concessions at the Airport, irrevocably guarantee to the City the prompt performance by the Company of all terms, covenants, and conditions of the aforementioned Concession Agreement, said contractual obligations to include but not be limited to the Company's fiscal operations, fixed license fees, annual rents and minimum annual rental percentage fees described in Article III of the Concession Agreement; provided, however, that said guaranty shall be enforced against Edward E. Elson and Elson's News and Gift Shops, Inc. solely to the extent of their respective interest in the Partnership;

FURTHER, to secure said guaranty, both Edward E. Elson and Elson's News and Gift Shops, Inc. hereby assign, pledge and grant to the City and hereby agree that the City shall have a lien on and a security interest in their respective interests in the Partnership; provided, however, that unless the Company shall be in default

under the Concession Agreement and such default shall have occurred and be continuing, both Edward E. Elson and Elson's News and Gift Shops, Inc. shall be entitled to have, hold, exercise and enjoy all of their rights and remedies with respect to said interests in the Partnership.

This Guaranty shall inure to the benefit of the City and its successors and assigns.

Dated: August 13 1984

EDWARD E. ELSON, not personally but solely with respect to his 12% interest in Elson's News & Gift Shops, a Georgia partnership

ELSON'S NEWS AND GIFT SHOPS, INC., solely with respect to its 48% interest in Elson's News & Gift Shops, a Georgia partnership

Attest: _____ By: _____
President

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT ("This Agreement"), made and entered into as of this 27th day of February, 1984, by, between and among ELSON'S OF ILLINOIS, INC., an Illinois corporation (the "Company") and DAVID M. FRANKLIN of Atlanta, Georgia (hereinafter "Purchaser");

W I T N E S S E T H:

WHEREAS, the Company has operated the newsstand concession (the "Shops") at Chicago O'Hare International Airport (the "Airport") and in so doing has developed and owns substantial expertise, goodwill, inventory, fixtures and equipment; and

WHEREAS, Company has submitted a proposal to the City of Chicago, Illinois (the "City") pursuant to which the Company would continue to operate the Shops; and

WHEREAS, the City has indicated its desire to accept the Company's proposal and to enter into an agreement providing for the Company's continued operation of the Shops; and

WHEREAS, the Company desires that the Purchaser be associated with it in operating the Shops and conducting the business of the Company and the Purchaser desires to be so associated with the Company;

NOW THEREFORE, for and in consideration of the premises and the mutual agreements hereinafter set forth, the parties do hereby agree as follows:

1.

Purchase and Sale of Stock. Following execution of all agreements with the City providing for the continuation of the Company's operation of the Shops at the Airport, the Company will issue to Purchaser such number of shares of the Company's common stock as to provide Purchaser with ownership of twenty percent (20%) of the Company's outstanding common stock (the "Shares") following such issuance in return for payment to the Company from the Purchaser of $100.00 in cash.

2.

Closing Date. The closing of the purchase and sale of the Shares to Purchaser as provided for herein will occur at 10 o'clock a.m. at the Company's offices in Atlanta, Georgia no later than thirty (30) days after the execution of all agreements with the City providing for the Company's continued operation of the Shops, or at such other date, time and place as the parties hereto may agree. If all necessary agreements with the City are not executed prior to October 1, 1984 then this Agreement shall be null and void.

3.

Shareholder's Agreement. Contemporaneously with, and as a condition to, the closing of the purchase and sale of the Shares, the Purchaser hereto shall execute a Shareholder's Agreement, satisfactory in form and content to legal counsel for the Company, which shall provide, among other things that:

(a) Purchaser will not sell, transfer or in any other way dispose of the Shares except with the prior written approval of the Company;

(b) If the shares of the Company's common stock owned by its major shareholder (Edward E. Elson) are sold, said major shareholder shall make available to Purchaser the opportunity to sell to the purchaser thereof the Shares for a price per share equal to that received by the major shareholder;

(c) In the event the Company needs additional funds for its operation, leasehold improvements, equipment, or any other purpose, the shareholders shall either invest such funds in proportion to their respective percentage ownership interests in the Company, loan such funds in amounts in proportion to their respective percentage ownership interests in the Company, or guarantee a third party's loan of such funds in an amount up to their respective percentage ownership interests in the Company, all as determined at the sole discretion of the Board of Directors of the Company;

(d) In the event any of the shareholders is unable or refuses to contribute, loan, or guarantee monies called for pursuant to subparagraph (c) above by the Board of Directors within thirty (30) days of the meeting of the Board of Directors at which the need for such funds and the method for providing them is determined, then the remaining shareholder or shareholders at their option, or the Company at its option in the event the other non-defaulting shareholders elect not to exercise their option, shall be entitled to buy back the stock of the

defaulting shareholder not meeting such request at a price equal tn that paid by the defaulting shareholder for his shares of common stock in the Company;

(e) Each of the shareholders in consideration of their agreements and their interests in the Company provide an irrevocable Power of Attorney to the other shareholders authorizing them to cancel a default shareholder's shares of stock in the Company if the non-defaulting shareholders or the Company determine to exercise their option in paragraph (d) above to purchase a defaulting shareholder's shares for failure to meet the cash needs of the Company in the amount and manner requested by the Board of Directors pursuant to subparagraphs (c) and (d) hereof; and

(f) The Company will be managed by one or more affiliated corporations owned by Edware E. Elson, or associated with him, and the Company shall be authorized to, and shall, pay the entity or entities rendering such services a management fee equal to 7 1/2 percent (7.5%) of the aggregate gross revenues of the Shops, with the management services to be provided pursuant hereto to be those shown on Exhibit A hereto.

4.

Share Restrictions.

(a) The Shares shall have written on the back thereof a legend in substantially the following form:

"Certain rights, obligations and restrictions are imposed on the shares represented by this certificate by the terms of a Shareholder's Agreement, a copy of which is retained within the records of the Company. The assignment, transfer, encumbrance or other disposition of shares represented hereby in contravention of the terms and conditions of said Shareholder's Agreement shall be void. Any transferee of such shares shall be bound by the provisions of said Agreement."

(b) The restrictions provided by this Agreement and the Shareholder's Agreement to be executed at the closing of the purchase of the Shares shall be in addition to and not in lieu of any and all other restrictions on the transfer of the common stock of the Company which arise from the requirements of the Securities Act of 1933, as amended, the Rules and Regulations of the Securities and Exchange Commission promulgated pursuant thereto, applicable state securities laws and any other restrictions agreed to or by and among the parties hereto.

5.

Notices. All notices, offers, acceptances and other communications hereunder shall be made in writing signed by the party making the same, shall specify in the section hereunder pursuant to which it is given, and shall be deemed given on the date of personal delivery, or the date of mailing, if sent by certified or registered United States mail, postage prepaid as follows:

If to the Company: Elson's of Illinois, Inc.
4070 Shirley Drive, S.W.
Atlanta, Georgia 30336

Attention: C. John Thompson

If to Purchaser: Mr. David M. Franklin
Franklin & Axam
Suite 1290 South
Omni International
Atlanta, Georgia 30303

or to such other addresses as any party hereto may specify by written notice to the other parties in accordance with this section.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on February 27, 1984 to be effective as of its execution.

ELSON'S OF ILLINOIS, INC.

By: _____

_____
DAVID M. FRANKLIN, Purchaser

EXHIBIT A
Page 1 of 2

The following represents a list of the management functions that would be performed by a company or companies controlled by or affiliated with Edward E. Elson for the management fee:

I. Accounting

- A. Cash management
- B. Accounting and Bookkeeping
  1. Daily
  2. Bank reconciliation
  3. Monthly reporting
  4. Annual reporting
  5. Tax reporting
  6. Periodic internal audit
  7. Annual audit
- C. Inventory Control
- D. Accounts Payable

II. Operations

- A. Initial shop opening
- B. Standardized operating policies and procedures
- C. Bimonthly operating reviews
- D. Cash and inventory security
- E. Assistance on a continuing basis in hiring and training of personnel

III. Personnel

- A. Hiring of initial personnel
- B. Training of initial personnel
- C. Corporate policies and procedures
- D. Governmental reporting
- E. Maintenance of payroll files
- F. Payroll reporting
- G. Payroll processing

IV. Merchandising

- A. Corporate buying and negotiation of contracts with major publishers, suppliers and distributors
- B. Transfer/control of slow moving merchandise
- C. Private branded products
- D. Products selection and pricing
- E. Merchandise control

V. Shop planning and design

In addition, all normal operating expenses of the management functions listed above will be absorbed by the managing entity or entities. Expenses that are not considered to by typical, such as special legal fees, donations, etc., would be charged directly to the Chicago Operations.

DEPARTMENT OF AVIATION
INTERDEPARTMENTAL REVIEW FORM FOR THE
PROCESSING OF NEW AIRPORT LEASE AGREEMENT

Airport	Chicago O'Hare International Airport
Tenant/Licensee Concessionaire	Elson's of Illinois, Inc.
Type Agreement	Newsstand Concession Lease Agreement
Proposed Term	5 years
Proposed Rental	First year annual minimum guarantee of $2,500,000
Basis	15% of gross receipts on newspapers, magazines and periodicals 25% of gross receipts on candy, gum, books, tobacco and sundries 30% of gross receipts on gifts, novelties, souvenirs, etc. 40% of gross receipts on accessories, cards and film
Other Remarks	Concessionaire is required to develop two new locations in the new Delta Terminal; to completely refixture the locations in Terminals #2 and #3; and to add 4 new locations in Concourses "E-F" and "H-K". The proposal of this operator was selected for recommendation from among ten other proposals received as response to an RFP advertised locally and sent to all known, major airport concession operators in the United States.

APPROVALS

LAW DEPT. As to form and legality;

Title: _____ Date: 8/15/84

COMPTROLLER: As to provisions pertaining to:
1. Bookkeeping, Records & Auditing
2. Insurance
3. Performance Bond
4. Basis of Rental and/or Percentage Rates

Title: Comptroller Date: 8/3/84

MAYOR'S OFFICE Concurrence in recommendation to Council

Title: _____ Date: _____

(Continued from page 10443)

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The Mayor then requested that the record reflect the said passed ordinance was signed by him at 2:31 P.M.

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Illinois (the "City") owns and operates an airport known as Chicago-O'Hare International Airport (the "Airport") located within the Counties of Cook and DuPage, Illinois and leases certain premises and facilities at said Airport to Braniff, Inc. ("Braniff", and the successor-in-interest to Braniff Airways, Incorporated) pursuant to a certain Terminal Facilities Lease, dated January 1, 1959 (as amended and supplemented from time to time, the "Braniff O'Hare Lease"); and

WHEREAS, Braniff and United Air Lines, Inc. ("United") have entered into that certain Assignment to United Air Lines, Inc. dated October 5, 1984, whereby Braniff assigns to United all of Braniff's right, title and interest in and to the Braniff O'Hare Lease and all of the premises described therein (the "Assigned Premises"), a copy of which Assignment is attached hereto as Attachment 1 (the "Assignment"); and

WHEREAS, The approval of the City of Chicago to said Assignment is required; and

WHEREAS, As part of the implementation of the Airport Development Plan, it is necessary and advisable to terminate the Braniff O'Hare Lease and to amend the Airport Use Agreement and Terminal Facilities Lease entered into by and between City and United on February 1, 1983 (United's 1983 Use Agreement) to incorporate the Assigned Premises; now, therefore,

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

SECTION 1. In consideration of the premises and of the mutual covenants and agreements herein contained, City, Braniff, and United agree as follows:

1. City hereby approves the Assignment by Braniff to United of the Braniff O'Hare Lease and hereby releases Braniff from any and all future obligations thereunder.

2. Braniff hereby terminates the Braniff O'Hare Lease and releases City from any and all obligations and from the performance of any and all covenants and agreements required to be performed by City thereunder.

3. United hereby terminates the Braniff O'Hare Lease and releases City from any and all obligations and from the performance of any and all covenants and agreements required to be performed by City thereunder; provided, however, that this termination and release is expressly conditioned upon City and United amending, concurrently herewith, United's 1983 Use Agreement to include the Assigned Premises in United's Exclusive Use Premises.

4. City hereby releases United from any and all further obligations under the Braniff O'Hare Lease and agrees to amend United's 1983 Use Agreement concurrently herewith to include the Assigned Premises therein.

In Witness Whereof, City has caused this Approval of Assignment and Termination of a Certain Terminal Facilities Lease to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of City, and its seal to be hereunto affixed and attested by the City Clerk of City, and Braniff and United have each caused this Approval of Assignment and Termination of a Certain Terminal Facilities Lease to be executed on its behalf by their respective Vice President and Assistant Secretary, pursuant to due authorization of their respective Board of Directors.

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

[Signature forms omitted for printing purposes.]

[Assignment and Agreement and Amendment No. 3 to Airport Use Agreement and Terminal Facilities Lease printed on pages 10494 thru 10592 of this Journal.]

Do Not Pass -- SUBLEASE AGREEMENT BETWEEN TRANS WORLD AIRLINES, INCORPORATED AND CAPITOL AIR, INCORPORATED FOR PREMISES AT CHICAGO-O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, October 25, 1984.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed ordinance transmitted with a communication signed by Thomas Kapsalis, Commissioner, City of Chicago Department of Aviation (which was referred on June 21, 1984) authorizing a sublease agreement between Trans World Airlines, Incorporated and Capitol Air, Incorporated, begs leave to recommend that Your Honorable Body *Do Not Pass* the said proposed ordinance which is transmitted herewith.

(Continued on page 10593)

Attachment 1

UNITED CONTRACT
68886

ASSIGNMENT FROM BRANIFF, INC. TO
UNITED AIR LINES, INC. OF CERTAIN TERMINAL FACILITIES
AND PREMISES LOCATED AT CHICAGO-O'HARE INTERNATIONAL AIRPORT

THIS ASSIGNMENT AGREEMENT ("Assignment"), made this 5th day of October, 1984, by and between BRANIFF, INC., a Nevada corporation with offices at 7701 Lemmon Avenue, Dallas, Texas 75209 ("Braniff"), and UNITED AIR LINES, INC., a Delaware corporation with offices at 1200 Algonquin Road, Elk Grove Township, Illinois ("United").

W I T N E S S E T H :

WHEREAS, Braniff and the City of Chicago ("City") have entered into Lease of Terminal Facilities Lease at Chicago-O'Hare International Airport ("ORD") dated January 1, 1959 (as amended and supplemented from time to time, the "Braniff O'Hare Lease"), which is by this reference incorporated herein, pursuant to which Braniff leases certain premises and facilities at ORD from the City for a term expiring on or about December 31, 1998.

WHEREAS, United and the City have entered into an Airport Use Agreement and Terminal Facilities Lease dated February 1, 1983, (as amended and supplemented from time to time, the "United O'Hare Lease"), which is by this reference

incorporated herein, pursuant to which United leases certain premises and facilities at ORD from the City for a term expiring on or about May 13, 2018.

WHEREAS, Braniff desires to assign to United all of Braniff's rights, title and interest in and under the Braniff O'Hare Lease, and to have the City take appropriate action to approve the Assignment and to release Braniff from all of its obligations thereunder;

WHEREAS, United is willing to assume all of the rights and obligations of Braniff in and under the Braniff O'Hare Lease, and to have the City take appropriate action to approve the Assignment and thereafter to look solely to United for performance of the obligations under the Braniff O'Hare Lease, and to include the Assigned Premises, as defined in paragraph 1 below, thereafter under the United O'Hare Lease.

NOW, THEREFORE, for and in consideration of good and valuable consideration, including, but not limited to, the premises and the mutual covenants and conditions contained herein, the receipt and sufficiency of which consideration is hereby mutually acknowledged, United and Braniff agree as follows:

1. Braniff hereby conveys, transfers and assigns to United all of its right, title and interest in and under the Braniff O'Hare Lease and to all of the premises described therein ("Assigned Premises"), as more fully described in Exhibit A attached hereto.

2. Braniff shall vacate and make the Assigned Premises available for beneficial occupancy by United immediately upon City approval of this Assignment.

3. (a) United hereby accepts this Assignment and agrees that, as of the date of City approval thereof, United shall assume all liabilities and duties of Braniff pursuant to the Braniff O'Hare Lease (as amended and in effect on the first day prior to the effective date of this Assignment), pursuant to the terms of this Assignment, including, but not limited to, the obligation to pay rent and other sums to the City with respect thereto.

(b) Braniff agrees to maintain the Braniff O'Hare Lease in full force and effect and without default, amendment or supplement until such time as the City has approved the Assignment as provided for herein.

4. United and Braniff hereby mutually agree to expeditiously take any and all actions, and to cooperate fully with each other, with respect to obtaining any approvals, authorizations, licenses or similar items that may be necessary or desirable in order to carry out the agreements set forth herein or contemplated hereby, including the written approval of the City in the form attached hereto as Exhibit C. If City has not approved this Assignment in the form attached hereto as Exhibit C within 60 days of the date hereof, this Assignment shall automatically terminate unless the parties have extended said time period by mutual agreement.

5. United and Braniff hereby mutually agree to share equally any and all taxes, and transfer fees or charges, arising out of or in connection with this Assignment, except that neither party shall have any responsibility for property, income, franchise or gross receipts taxes of the other. If either party elects to record the Assignment, it shall do so at its own expense.

6. United hereby agrees that Braniff shall be entitled to remove any of its property that may be located in or attached to the Assigned Premises; provided, however, that Braniff will repair any damage caused by such removal.

7. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

8. (a) Braniff represents and warrants that it has the full right and power to make and grant this Assignment of all of Braniff's right, title and interest under the Braniff O'Hare Lease, and that the Braniff O'Hare Lease and the Assigned Premises are free of all prior liens, encumbrances, subleases, licenses, use or handling agreements, claims or assessments.

(b) United represents and warrants that it has the full right and power to make and accept this Assignment of all of Braniff's right, title and interest under the Braniff O'Hare Lease.

(c) Braniff represents and warrants that, except for current rentals not yet due, all rents and other obligations under the Braniff O'Hare Lease will be fully paid, satisfied or otherwise not in default as of the date of City approval of this Assignment; further, that if outstanding rental or other obligations to the City exist, Braniff hereby agrees to satisfy promptly any such outstanding rental or other obligations, and to indemnify and reimburse United fully in the event that United is required to pay or otherwise satisfy any such outstanding rental or other obligations.

9. The provisions of this Assignment shall be binding on United and Braniff, their successors and assigns.

10. This Assignment shall be effective upon approval thereof by the City of Chicago.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the date first above written, on behalf of themselves, their successors and assigns.

BRANIFF, INC.

By Peter A. Cumis

Title Sr VP

Attest:

Don Lorenz

Vice Pres.

UNITED AIR LINES, INC.

By _____

Title VICE PRESIDENT-STATE [illegible]

Attest:

[illegible]

ASSISTANT SECRETARY

EXHIBIT A

ASSIGNED PREMISES
UNDER BRANIFF'S O'HARE LEASE
TO UNITED AIR LINES, INC.

Braniff, Inc. assigns to United Air Lines, Inc. all of Braniff's rights, title and interest under Braniff's O'Hare Lease, including but not limited to the premises and facilities described as follows:

1. Passenger Hold Areas designated as Gates D-1 and D-2 and stairwell located on the second floor of Concourse D (approximately 3,760 square feet) and associated aircraft ramp apron areas (approximately 395 lineal feet).

2. First floor operations, office and lounge areas located on Concourse D (approximately 6,800 square feet).

3. Ticketing and back office areas located on the second floor of Terminal 2 (approximately 854 square feet).

4. Outbound baggage and baggage claim areas located on the first floor of Terminal 2 (approximately 2,524 square feet).

Said Assigned Premises are also depicted in drawings attached hereto as Exhibits A-1 through A-7, inclusive.

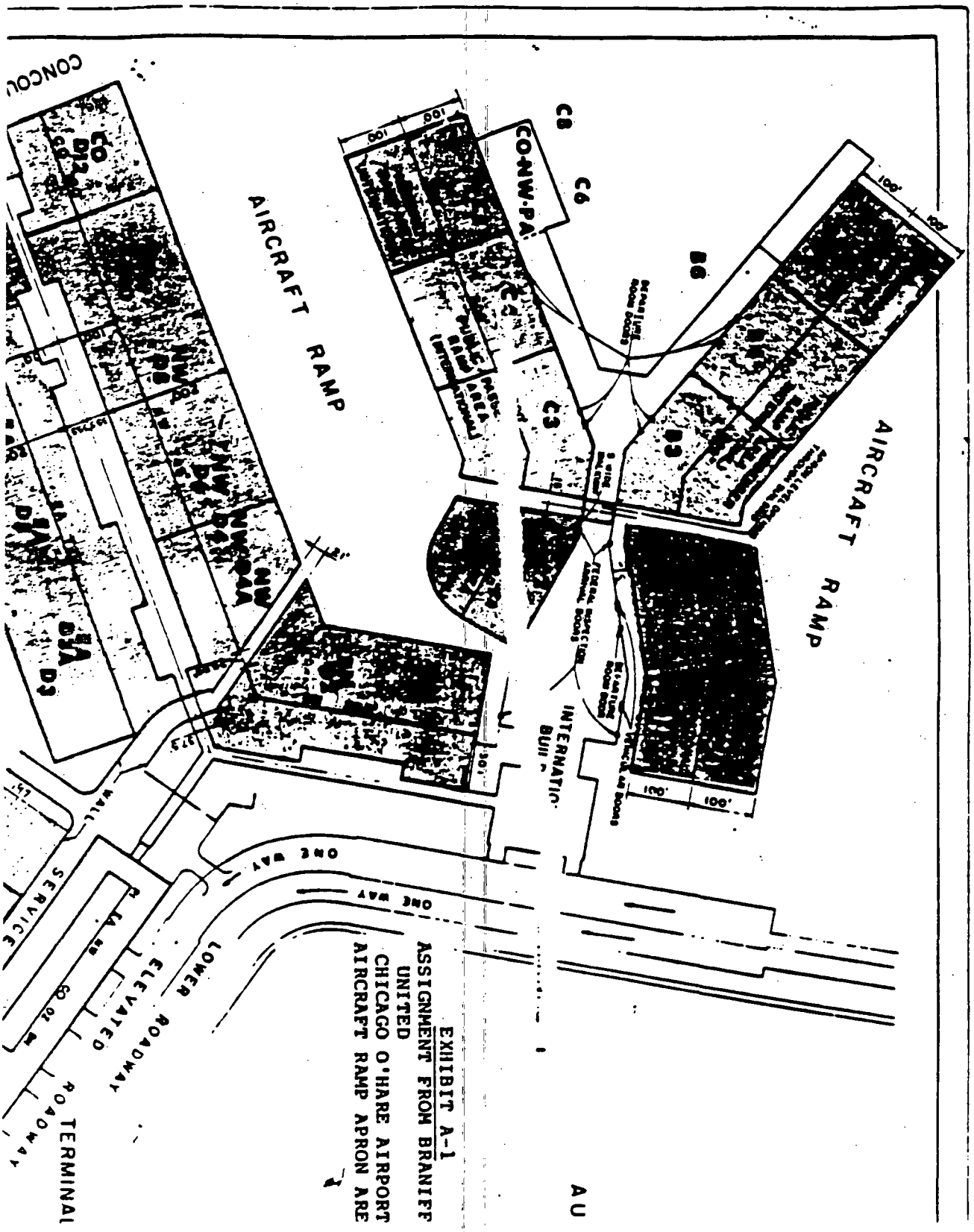
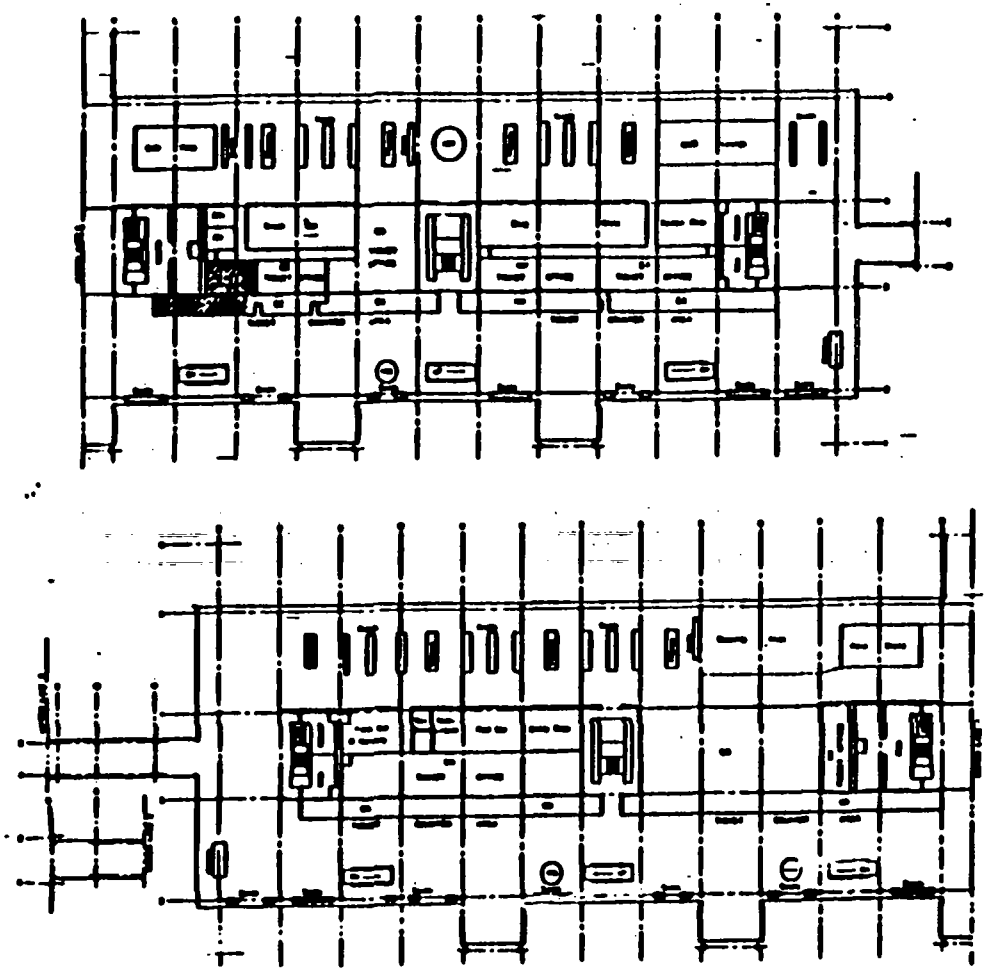


EXHIBIT A-1
ASSIGNMENT FROM BRANIFF
UNITED
CHICAGO O'HARE AIRPORT
AIRCRAFT RAMP APRON ARE



AIRLINES TICKET AREA
(Second Floor Terminal 2)

Terminal No. 2	
Basement	-
Lower Level	2,524
Upper Level	815
Mezzanine	-
Total	3,370
Concourse B	
Apron Level	6,000
Upper Level	3,760
Total	10,560
Grand Total	13,999

EXHIBIT A-2
ASSIGNMENT FROM BRANIFF TO UNITED
CHICAGO O'HARE AIRPORT
TICKETING AND BACK OFFICE AREA

DRAWING 1

CHICAGO O'HARE INTERNATIONAL AIRPORT
O'HARE ASSOCIATES LANDRUM & BROWN

BRANIFF INCORPORATED
EXCLUSIVE USE PREMISES

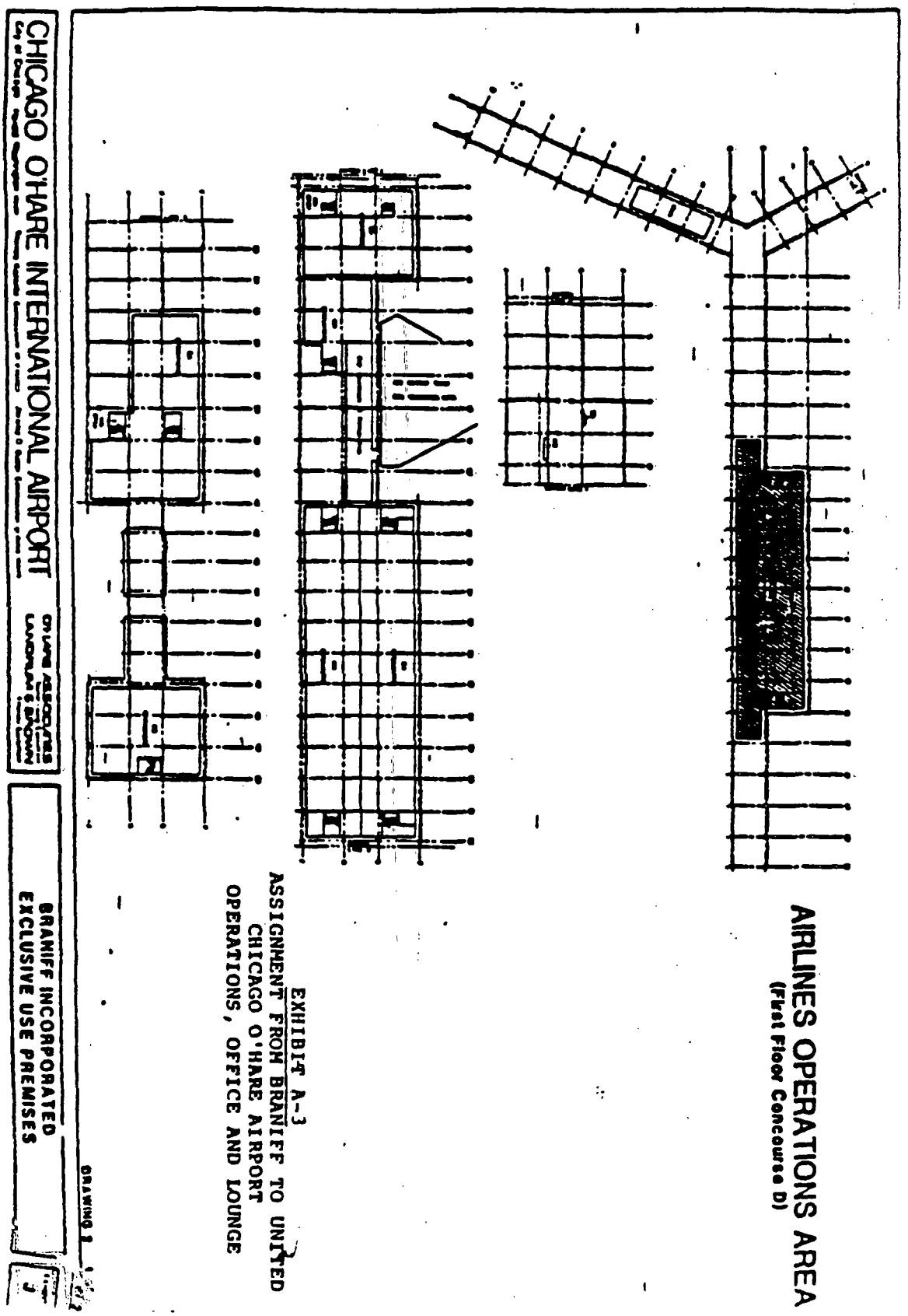


EXHIBIT A-3
ASSIGNMENT FROM BRANIFF TO UNITED
CHICAGO O'HARE AIRPORT
OPERATIONS, OFFICE AND LOUNGE

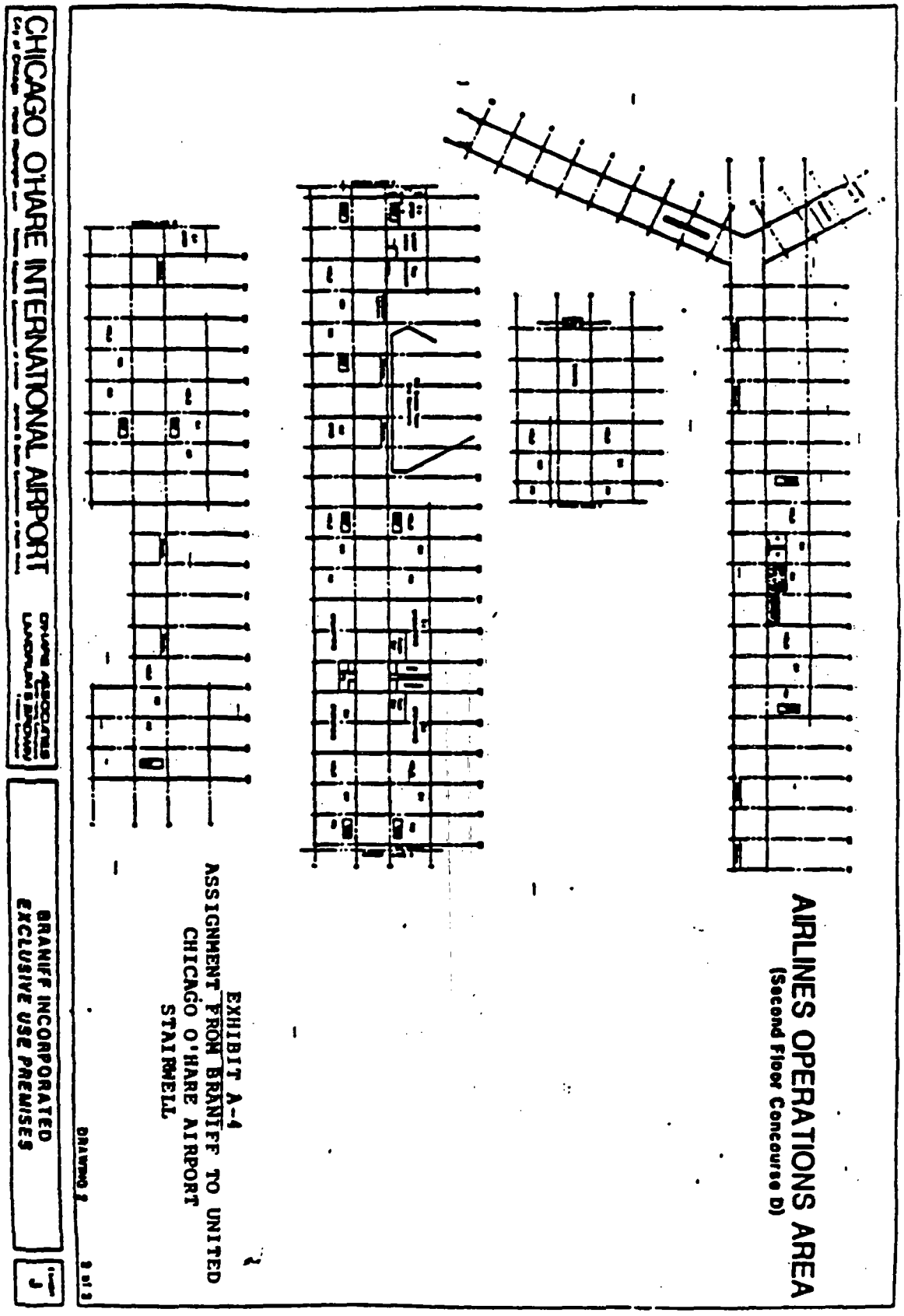

AIRLINES OPERATIONS AREA
(Second Floor Concourse D)
EXHIBIT A-4
ASSIGNMENT FROM BRANIFF TO UNITED
CHICAGO O'HARE AIRPORT
STAIRWELL
CHICAGO O'HARE INTERNATIONAL AIRPORT
BRANIFF INCORPORATED
EXCLUSIVE USE PREMISES
J

EXHIBIT C

APPROVAL OF ASSIGNMENT AND
TERMINATION OF A CERTAIN TERMINAL FACILITIES
LEASE AT CHICAGO-O'HARE AIRPORT

WHEREAS, the City of Chicago, Illinois (the "City") owns and operates an airport known as Chicago O'Hare International Airport (the "Airport") located within the Counties of Cook and DuPage, Illinois and leases certain premises and facilities at said Airport to Braniff, Inc. ("Braniff", and the successor-in-interest to Braniff Airways, Incorporated) pursuant to a certain Terminal Facilities Lease, dated January 1, 1959 (as amended and supplemented from time to time, the "Braniff O'Hare Lease"); and

WHEREAS, Braniff and United Air Lines, Inc. ("United") have entered into that certain Assignment to United Air Lines, Inc. dated October 5, 1984, whereby Braniff assigns to United all of Braniff's right, title and interest in and to the Braniff O'Hare Lease and all of the premises described therein (the "Assigned Premises"), a copy of which Assignment is attached hereto as Attachment 1 (the "Assignment"); and

WHEREAS, the approval of the City of Chicago to said Assignment is required; and

WHEREAS, as part of the implementation of the Airport Development Plan, it is necessary and advisable to terminate the Braniff O'Hare Lease and to amend the Airport Use Agreement and Terminal Facilities Lease entered into by and between City and United on February 1, 1983 (United's 1983 Use Agreement) to incorporate the Assigned Premises;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, City, Braniff, and United agree as follows:

1. City hereby approves the Assignment by Braniff to United of the Braniff O'Hare Lease and hereby releases Braniff from any and all future obligations thereunder.

2. Braniff hereby terminates the Braniff O'Hare Lease and releases City from any and all obligations and from the performance of any and all covenants and agreements required to be performed by City thereunder.

3. United hereby terminates the Braniff O'Hare Lease and releases City from any and all obligations and from the performance of any and all covenants and agreements required to be performed by City thereunder; provided, however, that this termination and release is expressly conditioned upon City and United amending, concurrently herewith, United's 1983 Use Agreement to include the Assigned Premises in United's Exclusive Use Premises.

4. City hereby releases United from any and all further obligations under the Braniff O'Hare Lease and agrees to amend United's 1983 Use Agreement concurrently herewith to include the Assigned Premises therein.

IN WITNESS WHEREOF, City has caused this Approval of Assignment and Termination of a Certain Terminal Facilities Lease to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of City, and its seal to be hereunto affixed and attested by the City Clerk of City, and Braniff and United have each caused this Approval of Assignment and Termination of a Certain Terminal Facilities Lease to be executed on its behalf by their respective Vice President and Assistant Secretary, pursuant to due authorization of their respective Board of Directors.

Attest: CITY OF CHICAGO

_____ _____

City Clerk Mayor

Approved: DEPARTMENT OF AVIATION

_____ _____

Comptroller Commissioner

Approved:

_____

Corporation Counsel

Attest: BRANIFF, INC.

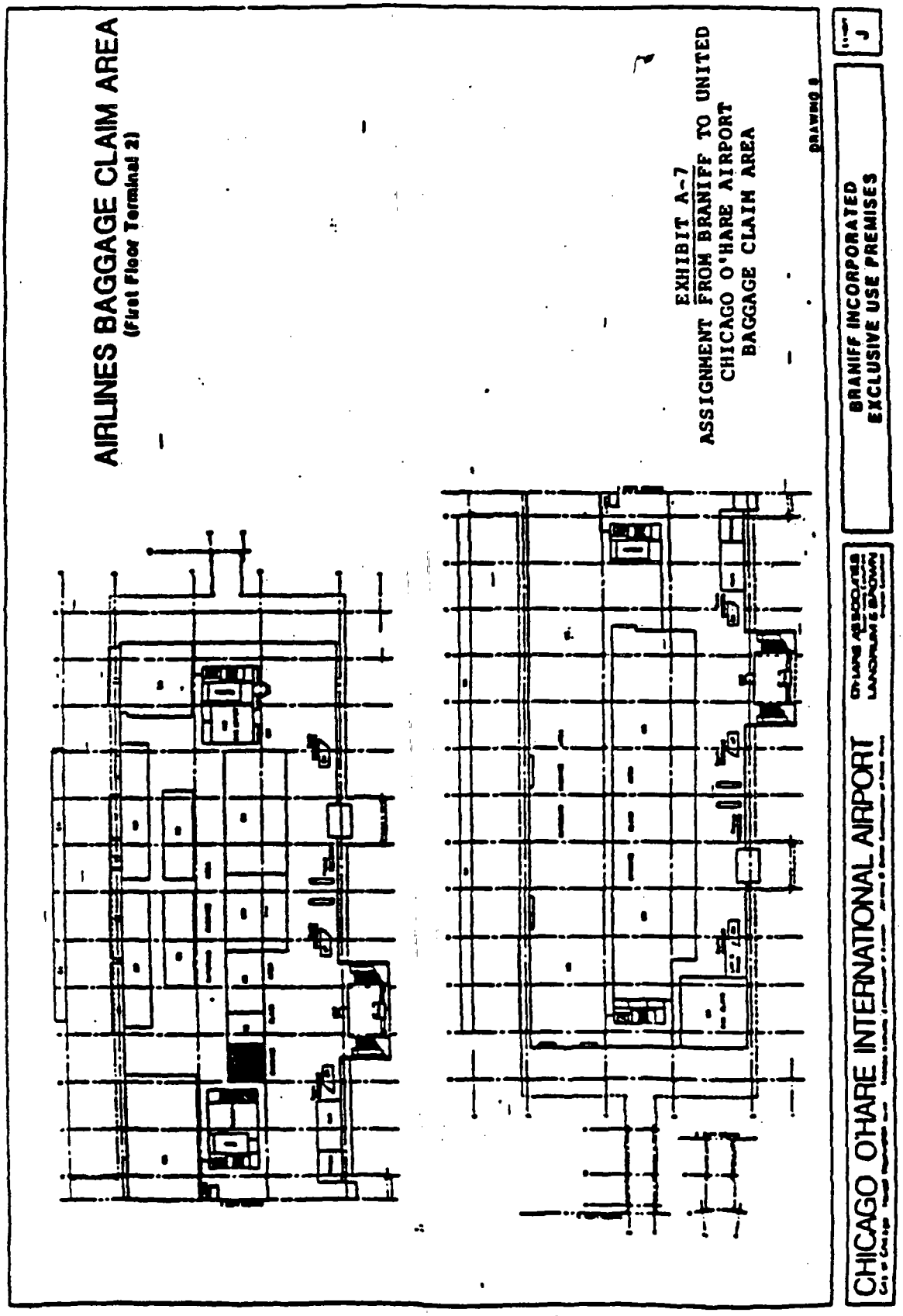
_____ By: _____

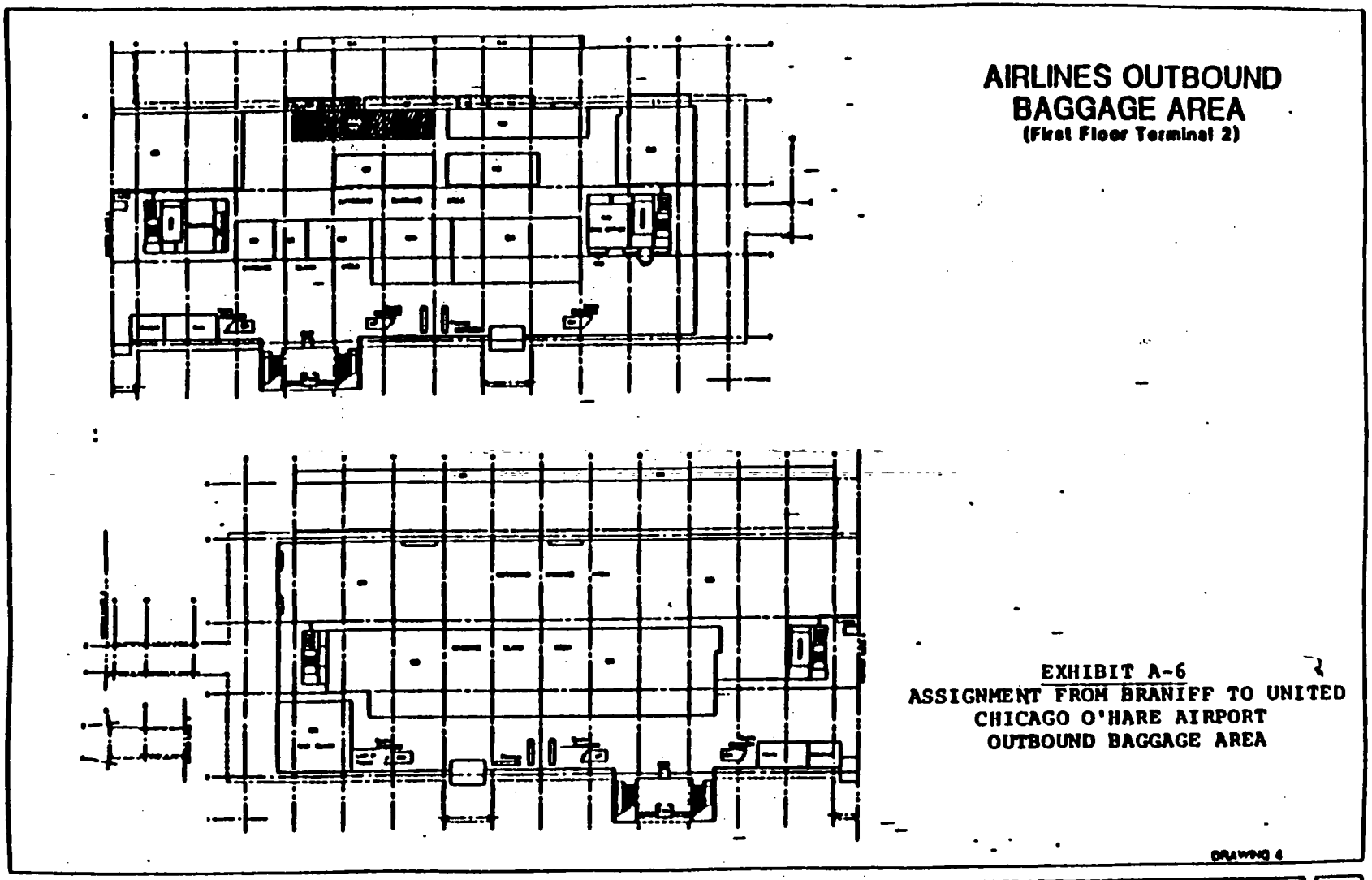
_____ Secretary Title: _____

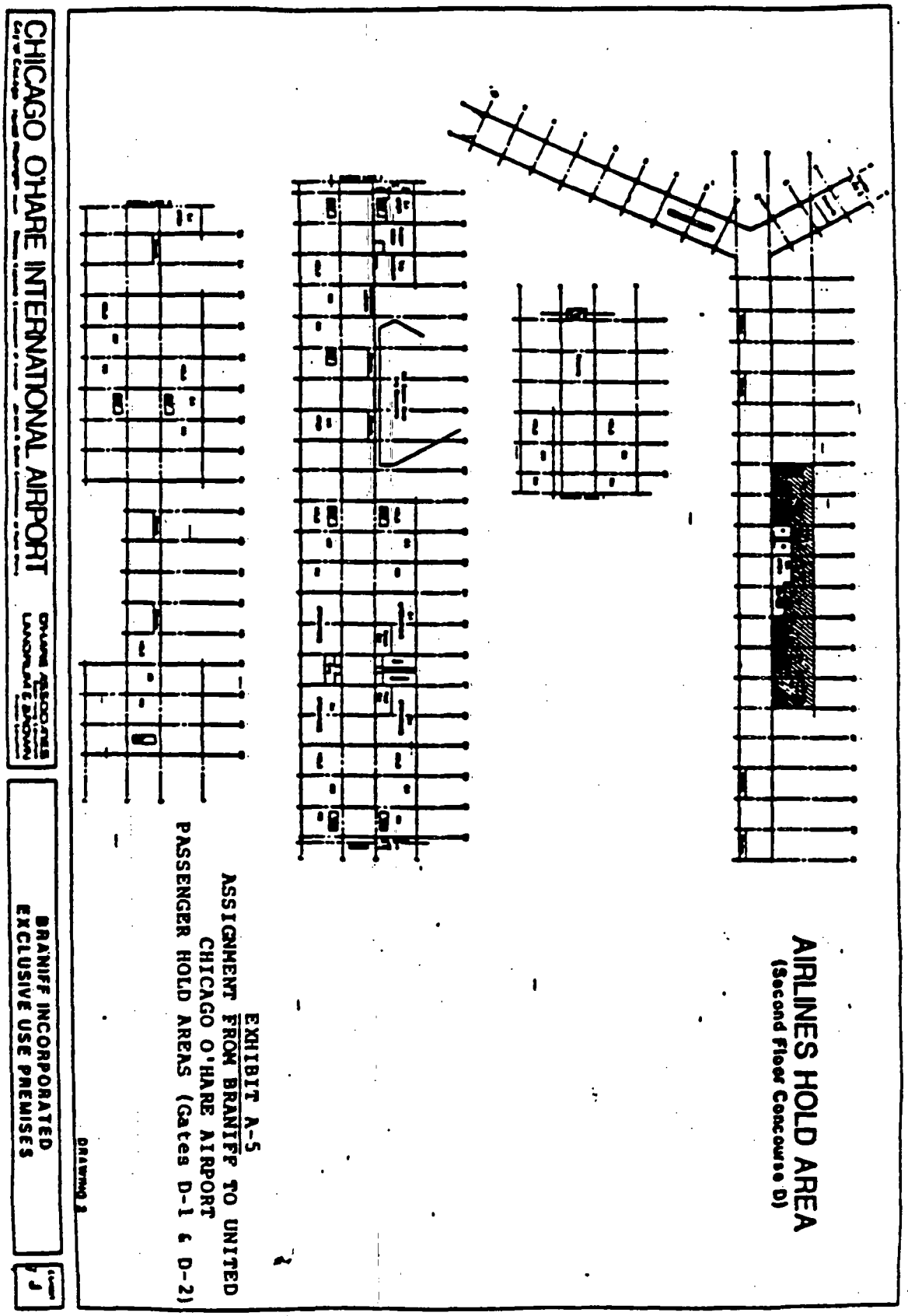
Attest: UNITED AIR LINES, INC.

_____ By: _____

_____ Secretary Title: _____


AIRLINES BAGGAGE CLAIM AREA
(First Floor Terminal 2)
EXHIBIT A-7
ASSIGNMENT FROM BRANIFF TO UNITED
CHICAGO O'HARE AIRPORT
BAGGAGE CLAIM AREA
BRANIFF INCORPORATED
EXCLUSIVE USE PREMISES
CHICAGO O'HARE INTERNATIONAL AIRPORT


AIRLINES OUTBOUND
BAGGAGE AREA
(First Floor Terminal 2)
EXHIBIT A-6
ASSIGNMENT FROM BRANIFF TO UNITED
CHICAGO O'HARE AIRPORT
OUTBOUND BAGGAGE AREA
CHICAGO O'HARE INTERNATIONAL AIRPORT
BRANIFF INCORPORATED
EXCLUSIVE USE PREMISES
J


AIRLINES HOLD AREA
(Second Floor Concourse D)
EXHIBIT A-5
ASSIGNMENT FROM BRANIFF TO UNITED
CHICAGO O'HARE AIRPORT
PASSENGER HOLD AREAS (Gates D-1 & D-2)
CHICAGO O'HARE INTERNATIONAL AIRPORT
BRANIFF INCORPORATED
EXCLUSIVE USE PREMISES

AGREEMENT AND AMENDMENT NO. 3
TO
AIRPORT USE AGREEMENT AND TERMINAL FACILITIES LEASE

This Agreement and Amendment No. 3 to the Airport Use Agreement and Terminal Facilities Lease ("Amendment No. 3") made and entered into as of this ____ day of _____, 1984, by and between the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois ("City"), and United Air Lines, Inc., a corporation organized and existing under the laws of the State of Delaware ("Airline"),

WITNESSETH:

WHEREAS, City and Braniff, Inc., ("Braniff", the successor-in-interest to Braniff Airways, Incorporated) have previously entered into a certain Terminal Facilities Lease at Chicago-O'Hare International Airport (the "Airport") dated January 1, 1959 (as amended and supplemented from time to time, the "Braniff O'Hare Lease"); and

WHEREAS, on this date, City has approved the assignment and termination of the Braniff O'Hare Lease, whereby Braniff assigns all of its rights, title and interest in and under the Braniff O'Hare Lease to Airline, and Braniff and Airline terminate the Braniff O'Hare Lease and release City from any and all obligations and from the performance ofany and all covenants and agreements required to be performed by City thereunder; and

WHEREAS, as part of said assignment and termination of the Braniff O'Hare Lease, City agrees to amend the Airport Use Agreement and Terminal Facilities Lease entered into by and between City and Airline, dated February 1, 1983 (the "1983 Use Agreement") to include the premises and facilities assigned by Braniff to Airline; and

WHEREAS, Airline has entered into a certain License and Gate Use Agreement with Braniff to accommodate and to provide certain terminal facilities for Braniff's use in connection with Braniff's continued air transportation operations at the Airport and, based thereon, Braniff has agreed to fully release City and Airline from any and all obligations to provide Braniff with terminal facilities at the Airport as set forth in the 1983 Use Agreement; and

WHEREAS, it is necessary and advisable to amend the 1983 Use Agreement to include the premises and facilities assigned by Braniff to Airline and to include the premises and facilities required by Airline to accommodate the continued operations by Braniff at the Airport;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, City and Airline agree as follows:

1. Paragraphs (a) and (b) of Section 4.02 of the 1983 Use Agreement are hereby amended to read as follows:

> (a) City hereby leases to Airline and Airline hires and takes from City for Airline's exclusive use, and agrees to pay Terminal Area Rentals and Terminal Areas Use Charges calculated with reference to, the Exclusive Use Premises (Airline's "Phase I Exclusive Use Premises") located in Terminal Building No. 2, and Concourses D, E, F, and G, together with all improvements and fixtures located therein, all as shown on Drawing Nos. 1, 2, 3, 4, 5, and 6 of Exhibit J attached hereto.
>
> (b) The foregoing Phase I Exclusive Use Premises, taken together, comprise 327,303 square feet, of which 325,903 square feet shall be deemed Airline's Existing Footage, and 1,400 square feet shall be deemed Airline's Additional Footage.

2. The 1983 Use Agreement is hereby amended to delete, in their entirety, the present Exhibits J, J-1, J-2, K, K-1, and K-2 and to substitute therefor the following Exhibits attached hereto: Exhibit J (consisting of Drawing Nos. 1 through 6, inclusive); Exhibit J-1 (consisting of Pages 1 through 4 and Drawing Nos. 1 through 12, inclusive); Exhibit J-2 (consisting of Pages 1 through 5 and Drawing Nos. 1 through 21, inclusive); Exhibit K (consisting of Drawing Nos. 1 through 3, inclusive); Exhibit K-1 (consisting of Pages 1 and 2 and Drawing Nos. 1 through 4, inclusive); and Exhibit K-2 (consisting of Page 1 and Drawing Nos. 1 through 4, inclusive).

3. This Agreement and Amendment No. 3 shall become effective on the first day of the first month following the obtaining of all necessary approvals and the execution hereof by City.

4. This Agreement and Amendment No. 3 may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, City has caused this Agreement and Amendment No. 3 to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of City, and its seal to be hereunto affixed and attested by the City Clerk of City, and Airline has caused this Agreement and Amendment No. 3 to be executed on its behalf by its Vice President and its Assistant Secretary, pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

Attest:

CITY OF CHICAGO

_____

City Clerk

_____

Mayor

Approved:

_____

Comptroller

DEPARTMENT OF AVIATION

Approved:

_____

Commissioner

_____

Corporation Counsel

Attest:

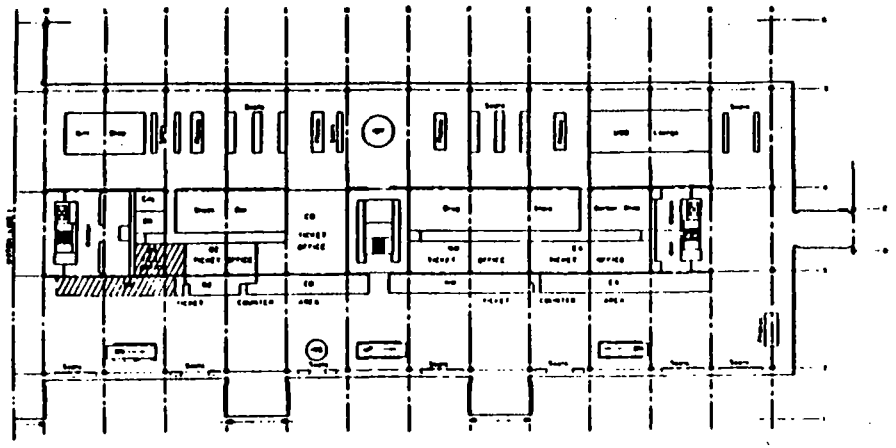
UNITED AIR LINES, INC.

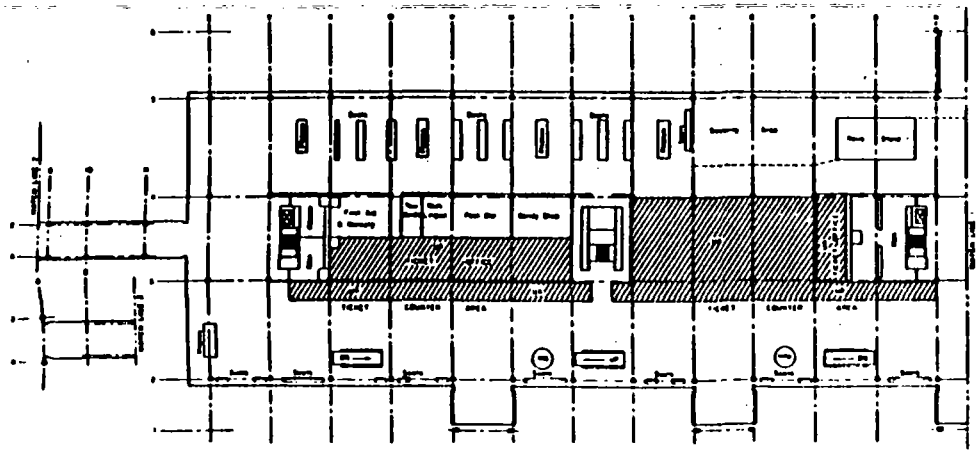
_____

_____ Secretary

By: _____

_____





AIRLINES TICKET AREA
(Second Floor Terminal 2)

Terminal No. 2	
Basement	8,032
Lower Level	40,914
Upper Level	10,584
Mezzanine	7,191
Total	66,681
Concourse E-F	
Apron Level	137,986
Upper Level	79,625
Total	217,611
Concourse G	
Apron Level	3,393
Upper Level	8,125
Total	11,518
Concourse D	
Apron Level	6,860
Upper Level	4,631
Total	11,491
Grand Total	327,301
Existing Footage	325,903
Additional	1,400

DRAWING 1 1 of 2

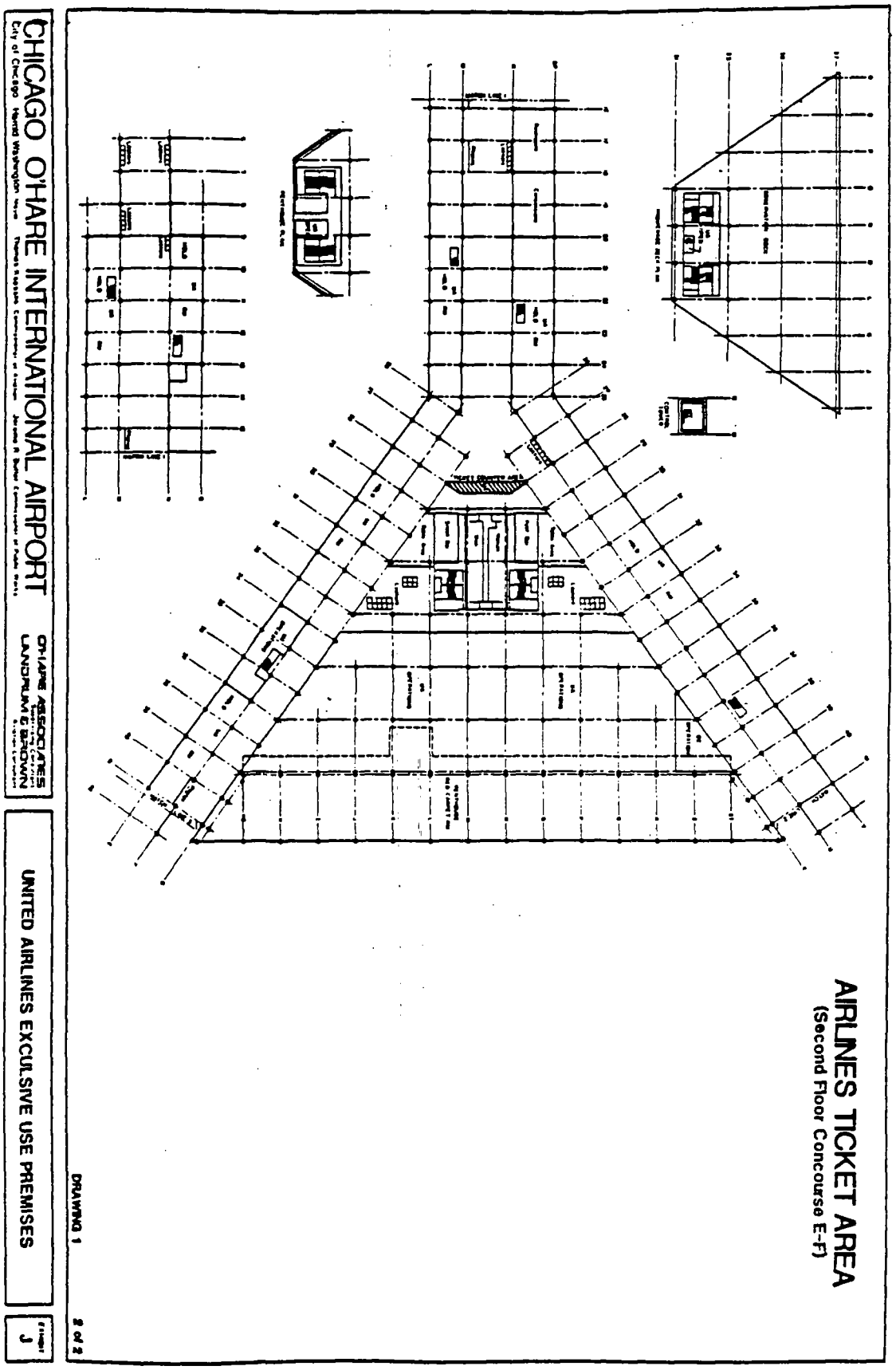
CHICAGO O'HARE INTERNATIONAL AIRPORT

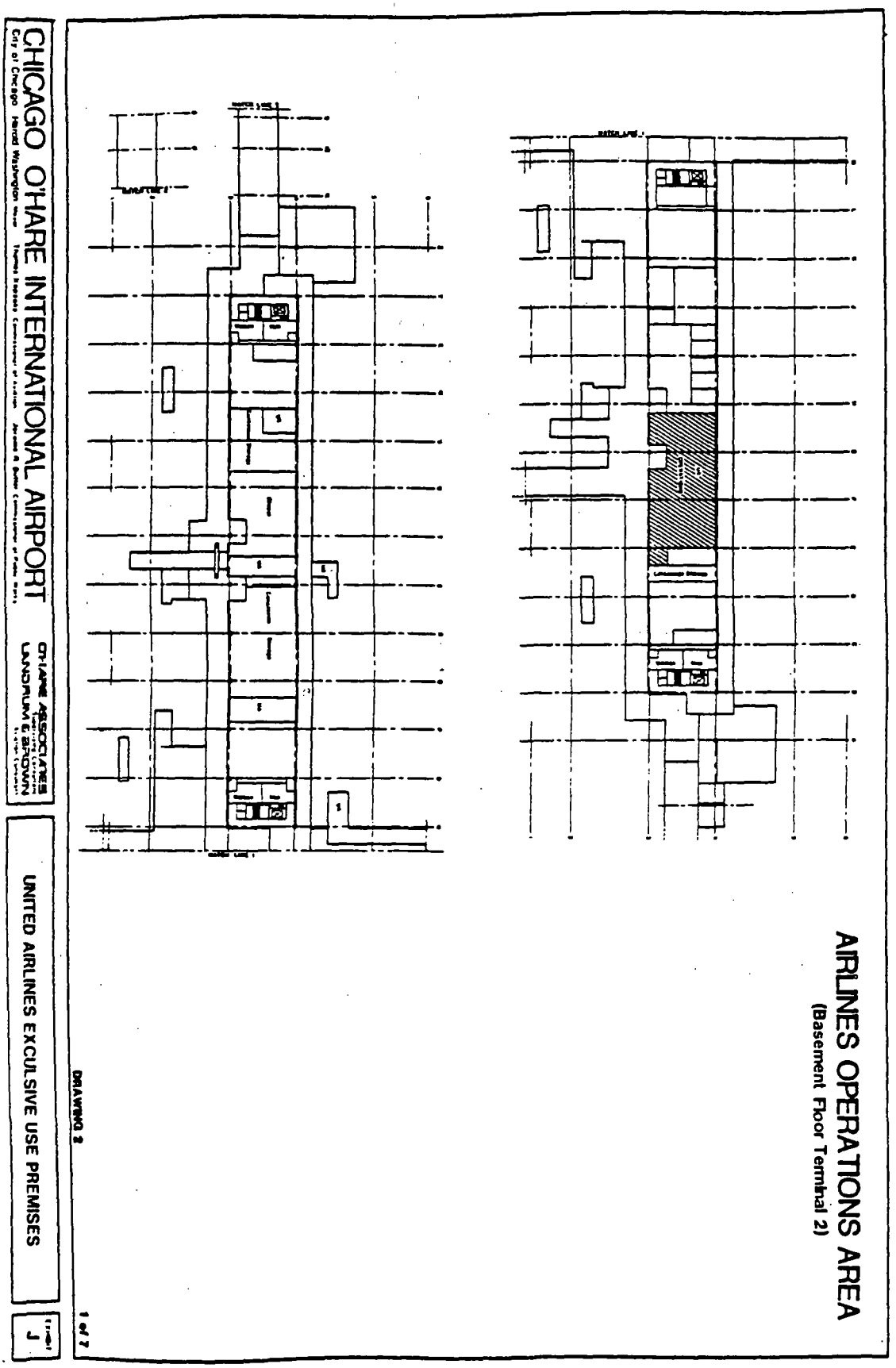
City of Chicago Harold Washington Mayor Thomas Rosauro Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

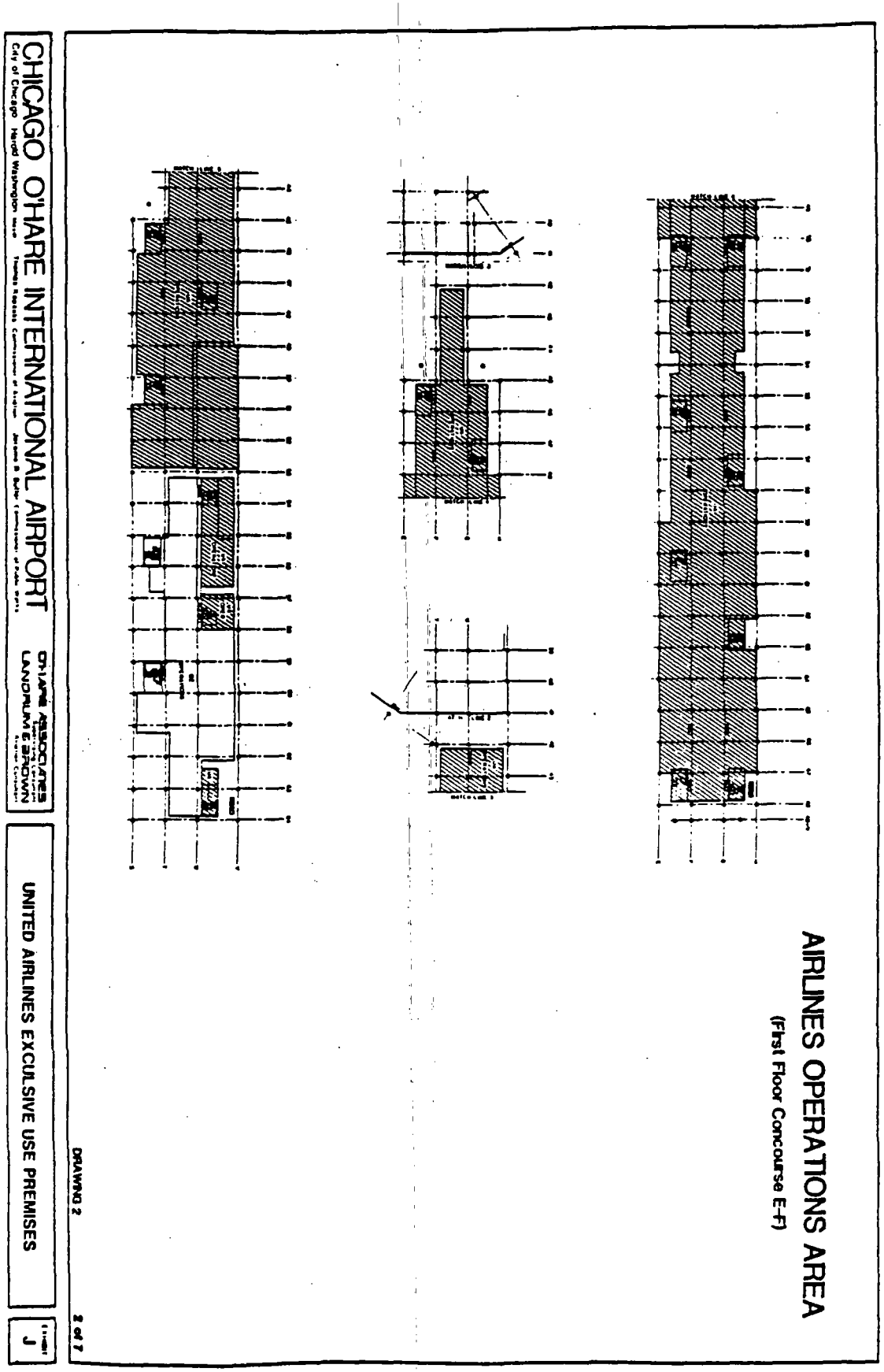
O'HARE ASSOCIATES
LANDRUM & BROWN

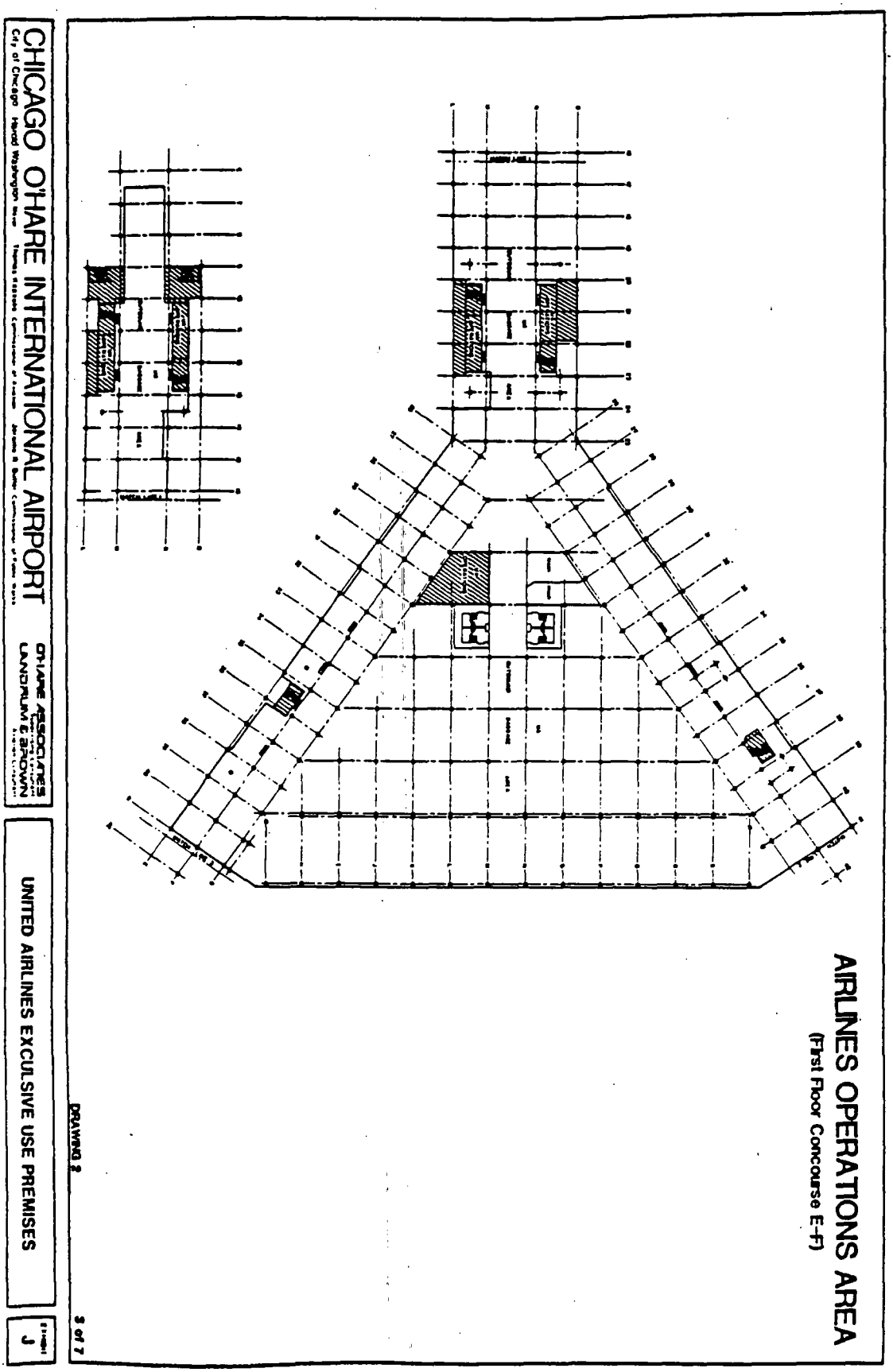
UNITED AIRLINES EXCULSIVE USE PREMISES

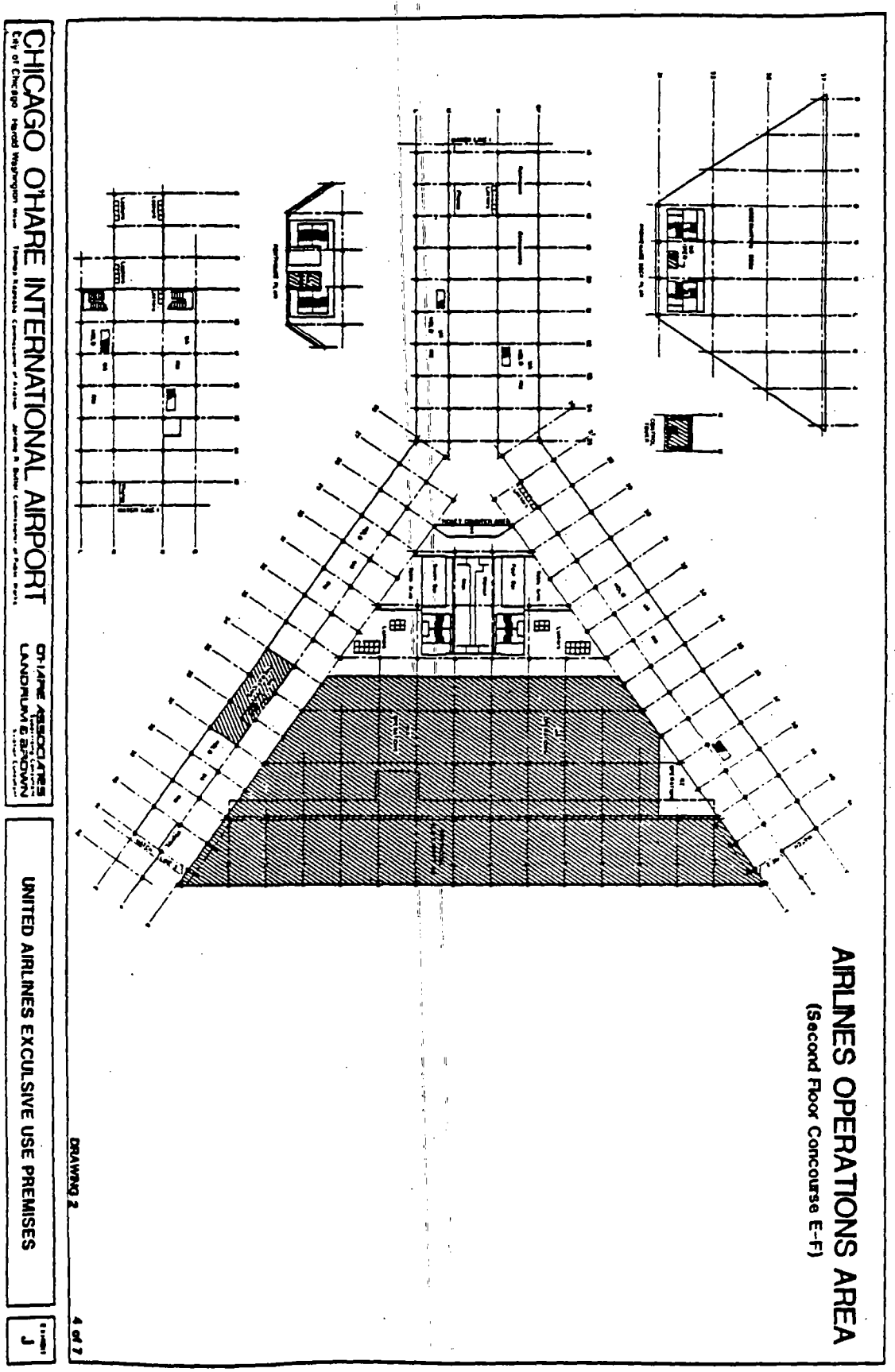
EXHIBIT J

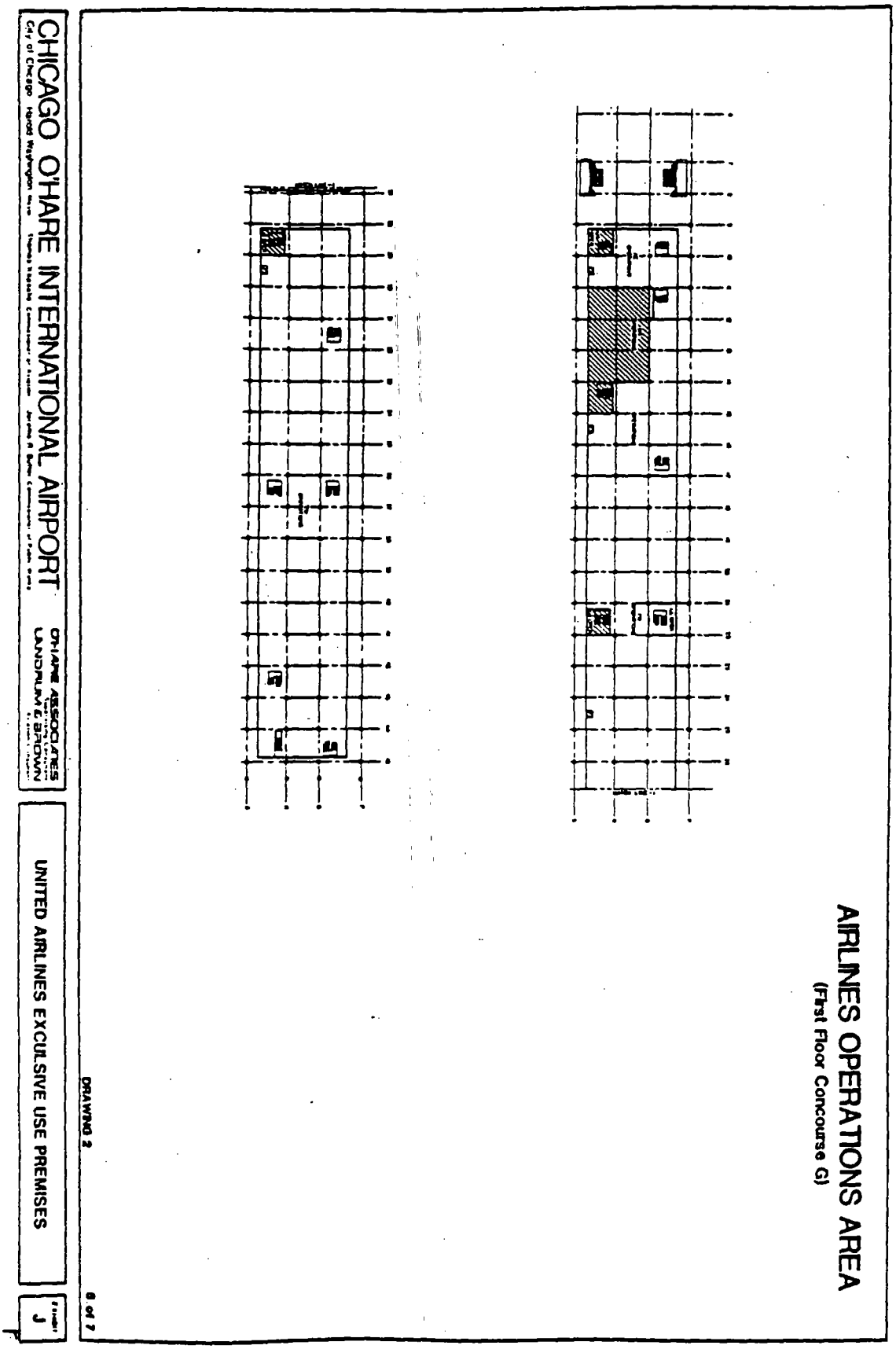

CHICAGO O'HARE INTERNATIONAL AIRPORT
O'HARE ASSOCIATES
LANDRUM & BROWN
UNITED AIRLINES EXCLUSIVE USE PREMISES
J
AIRLINES TICKET AREA
(Second Floor Concourse E-F)
DRAWING 1
2 of 2

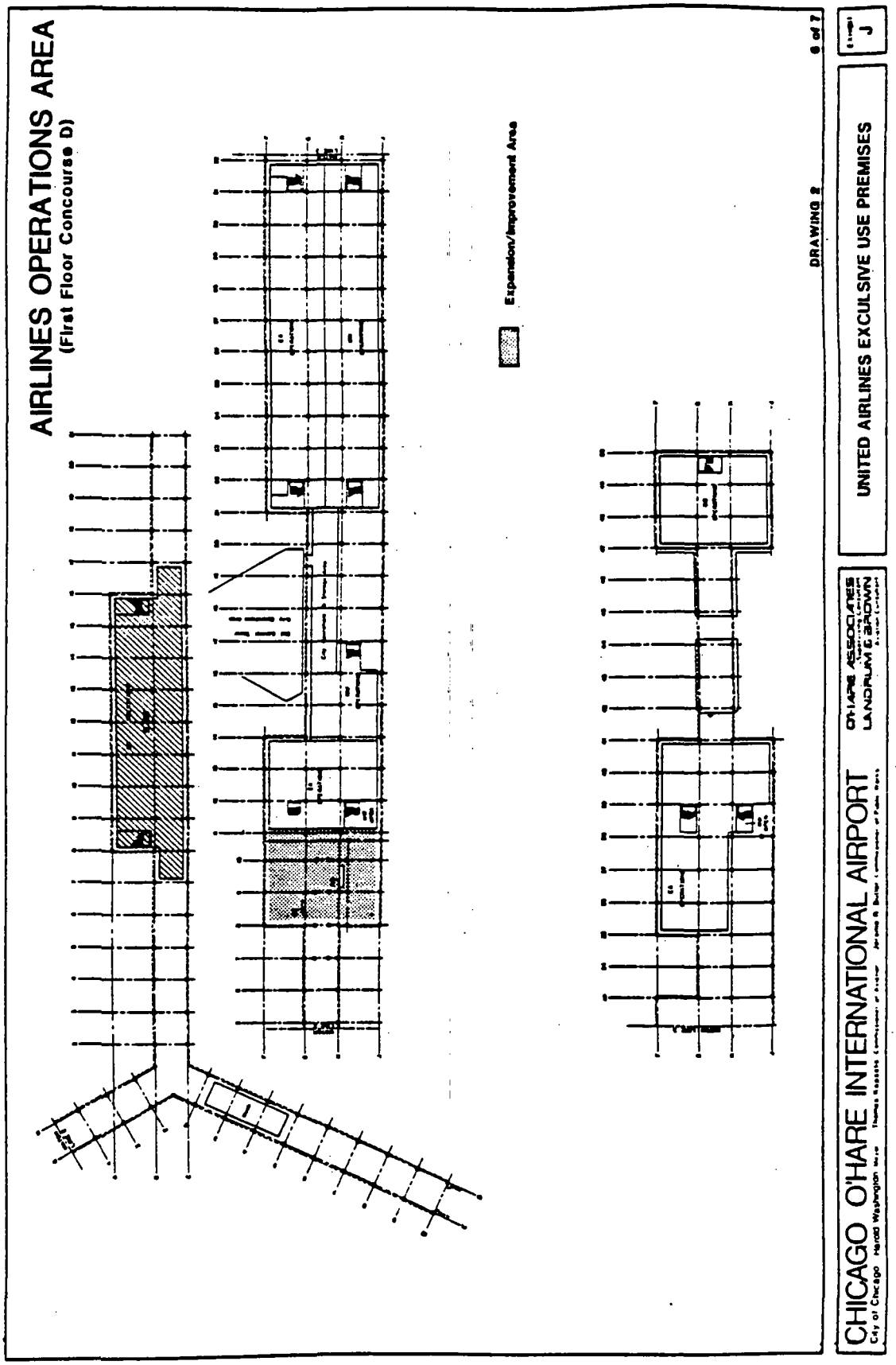

AIRLINES OPERATIONS AREA
(Basement Floor Terminal 2)
DRAWING 2
1 of 7
CHICAGO O'HARE INTERNATIONAL AIRPORT
O'HARE ASSOCIATES
LANDRUM & BROWN
UNITED AIRLINES EXCLUSIVE USE PREMISES
J

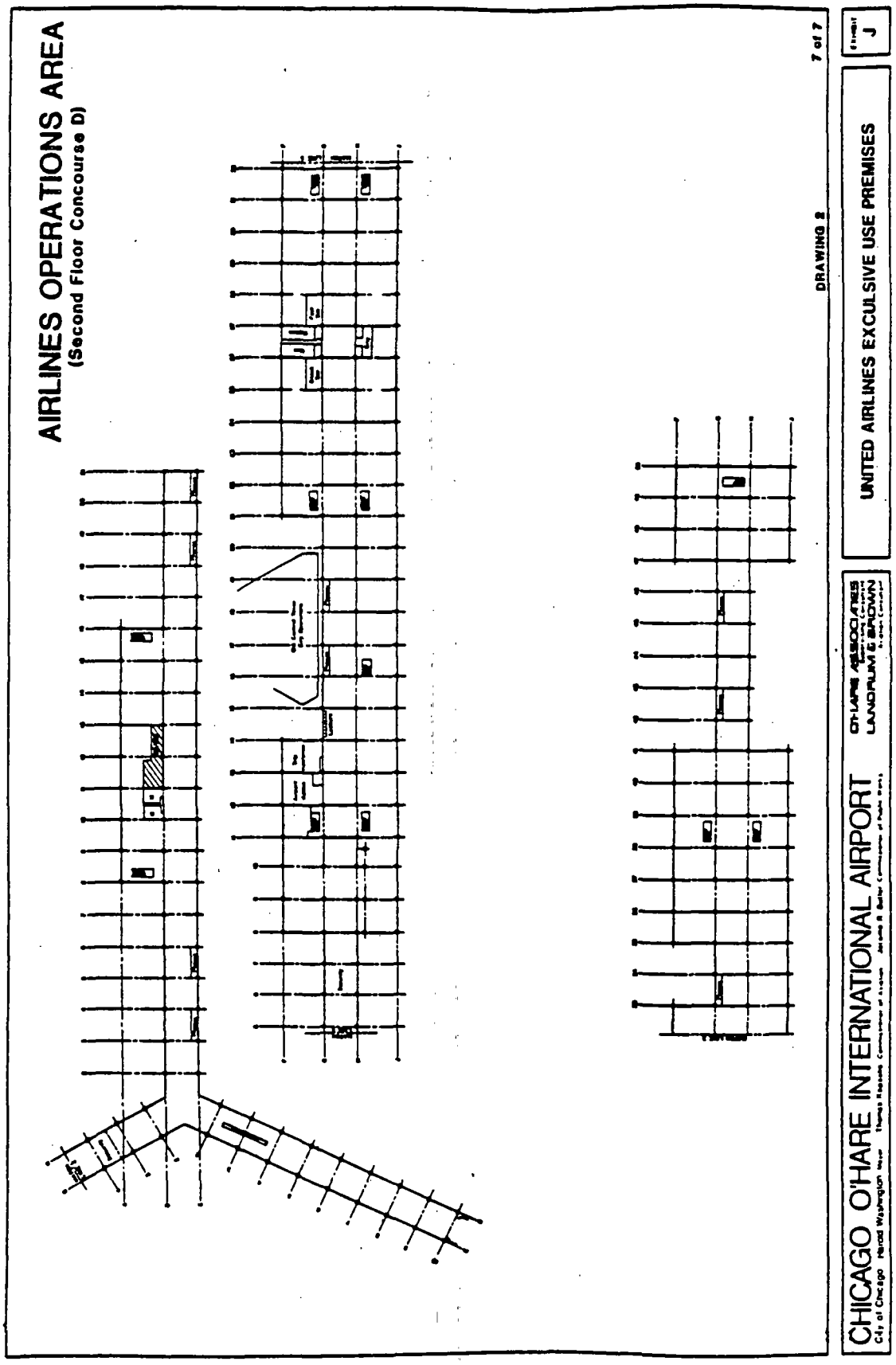

AIRLINES OPERATIONS AREA
(First Floor Concourse E-F)
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Harold Washington Mayor
UNITED AIRLINES EXCLUSIVE USE PREMISES
J
DRAWING 2
2 of 7

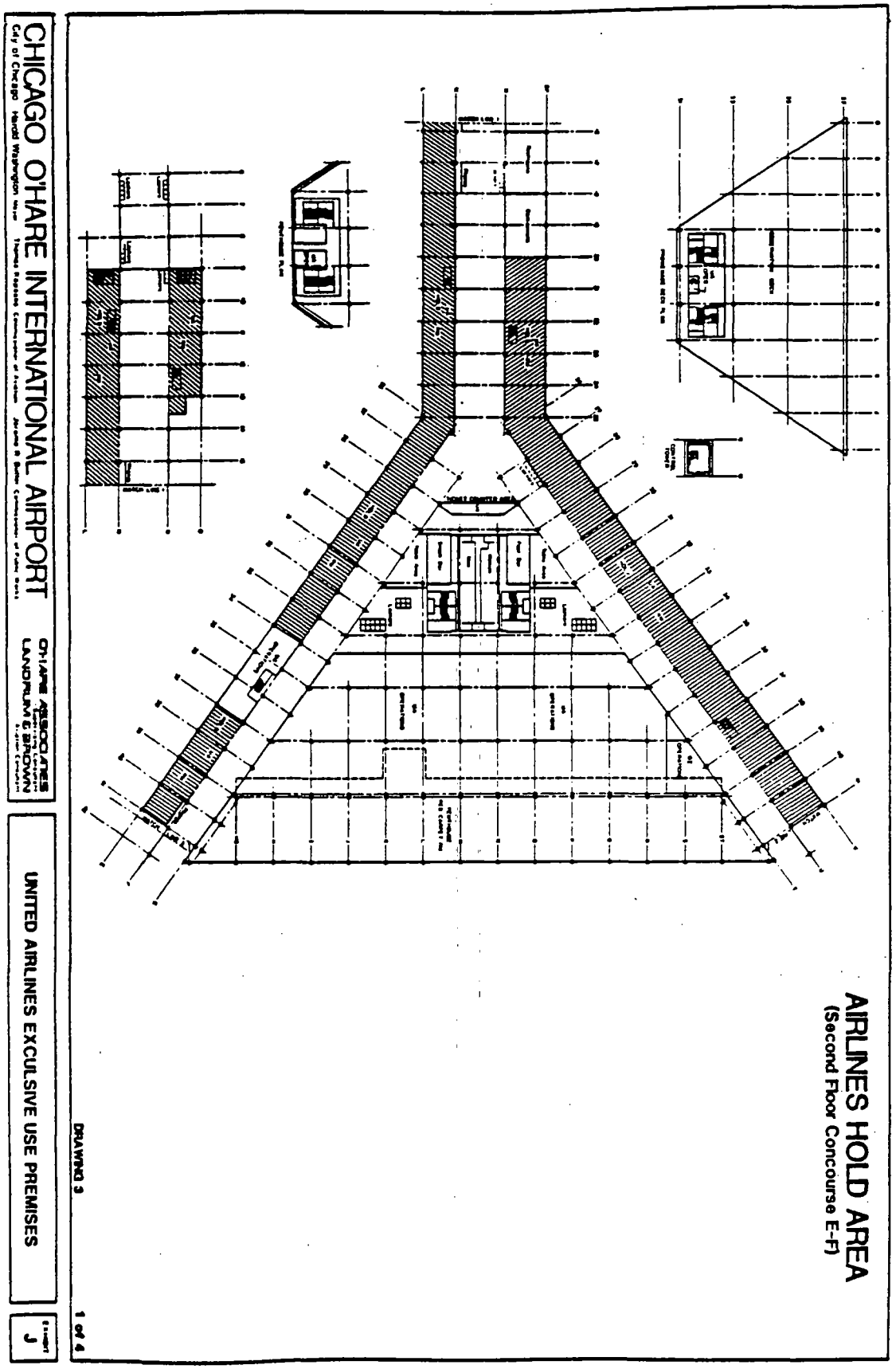

CHICAGO O'HARE INTERNATIONAL AIRPORT
O'HARE ASSOCIATES
LANDRUM & BROWN
AIRLINES OPERATIONS AREA
(First Floor Concourse E-F)
UNITED AIRLINES EXCLUSIVE USE PREMISES
J
DRAWING 2
3 of 7

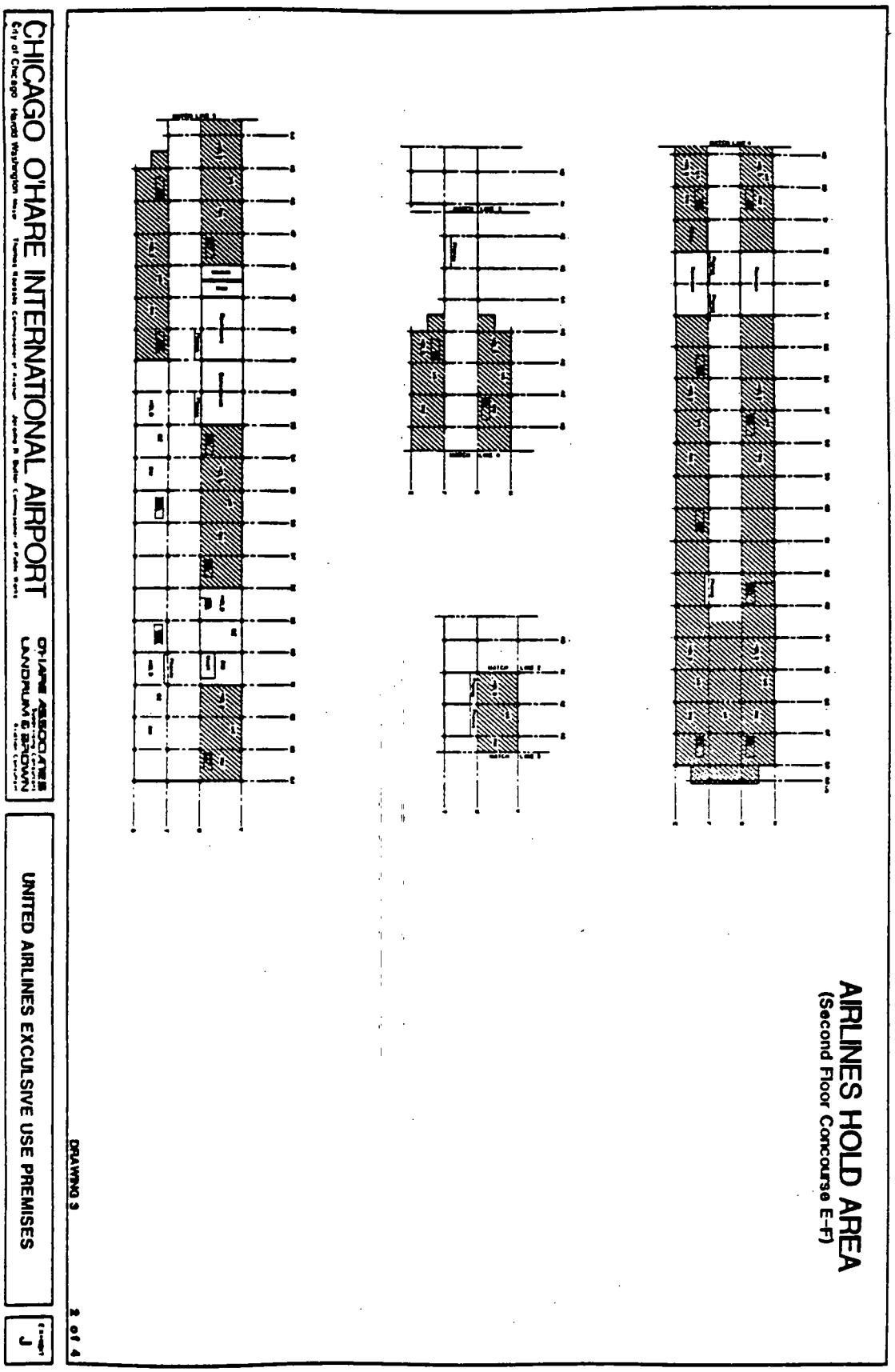

AIRLINES OPERATIONS AREA
(Second Floor Concourse E-F)
DRAWING 2
4 of 7
UNITED AIRLINES EXCLUSIVE USE PREMISES
J
CHICAGO O'HARE INTERNATIONAL AIRPORT
O'HARE ASSOCIATES
LANDRUM & BROWN

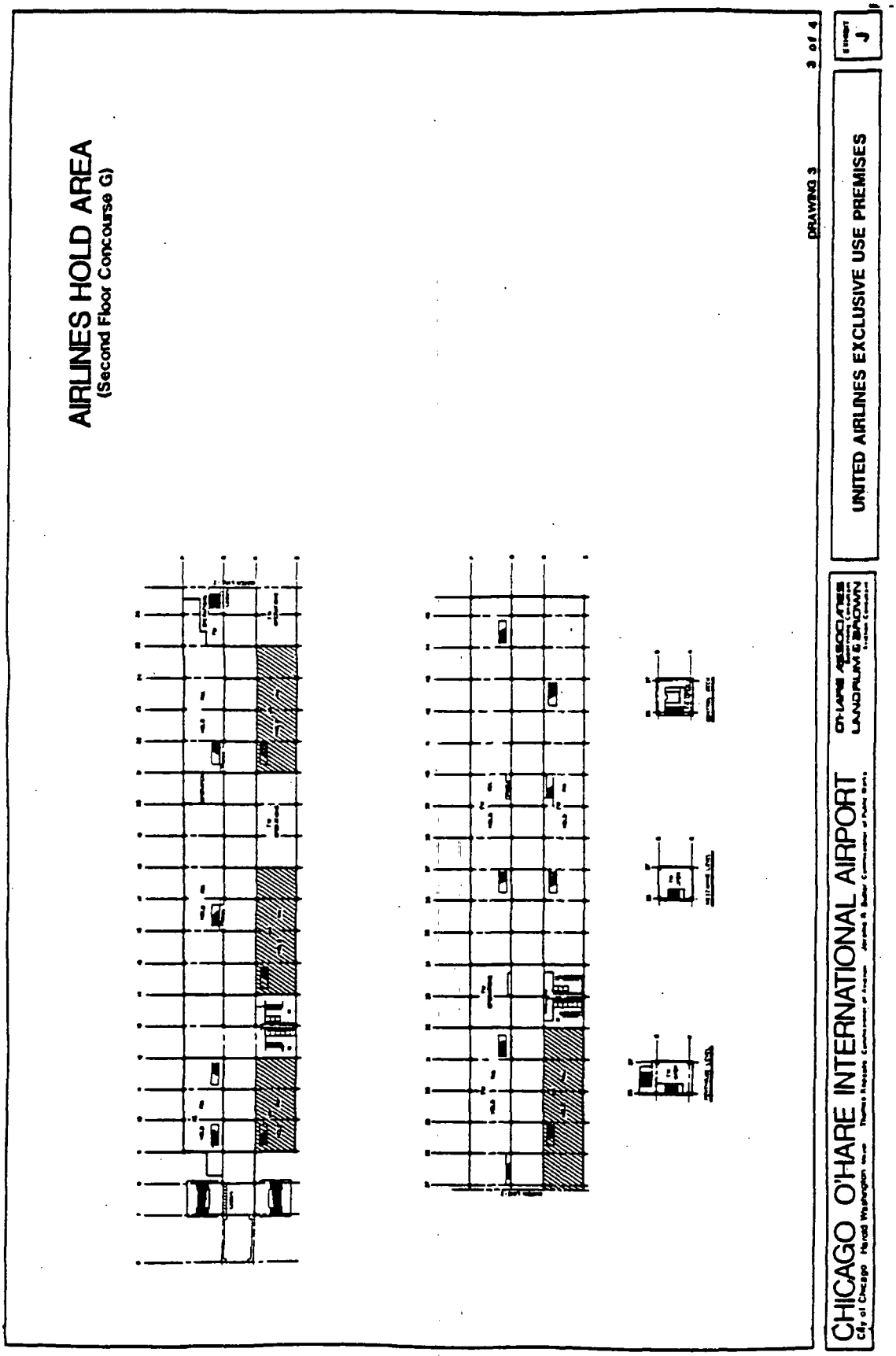

AIRLINES OPERATIONS AREA
(First Floor Concourse G)
DRAWING 2
6 of 7
UNITED AIRLINES EXCLUSIVE USE PREMISES
J
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
O'HARE ASSOCIATES
LANDRUM & BROWN

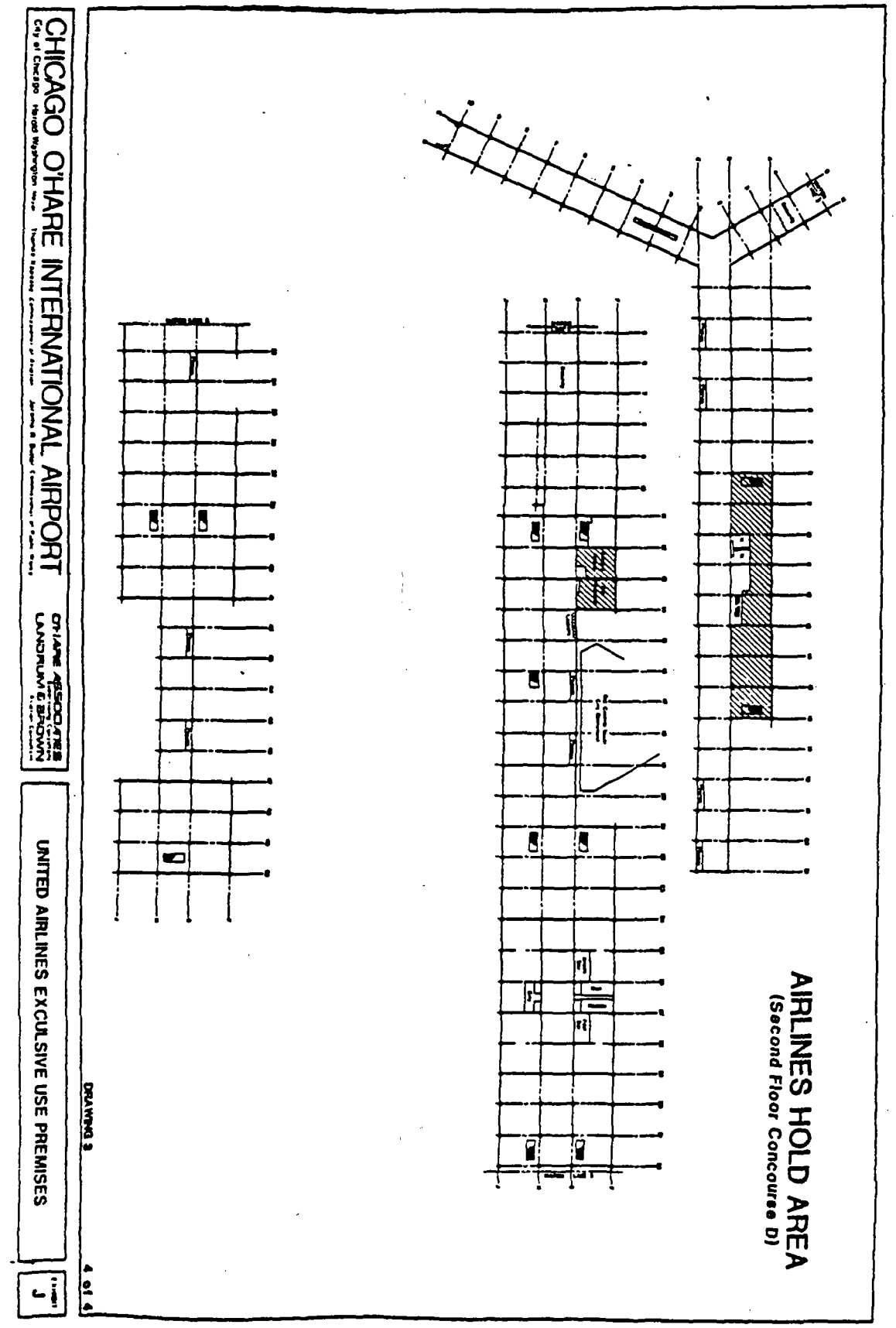

AIRLINES OPERATIONS AREA
(First Floor Concourse D)
Expansion/Improvement Area
DRAWING 2
6 of 7
J
UNITED AIRLINES EXCULSIVE USE PREMISES
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Harold Washington
SKIDMORE OWINGS & MERRILL
LANDRUM & BROWN

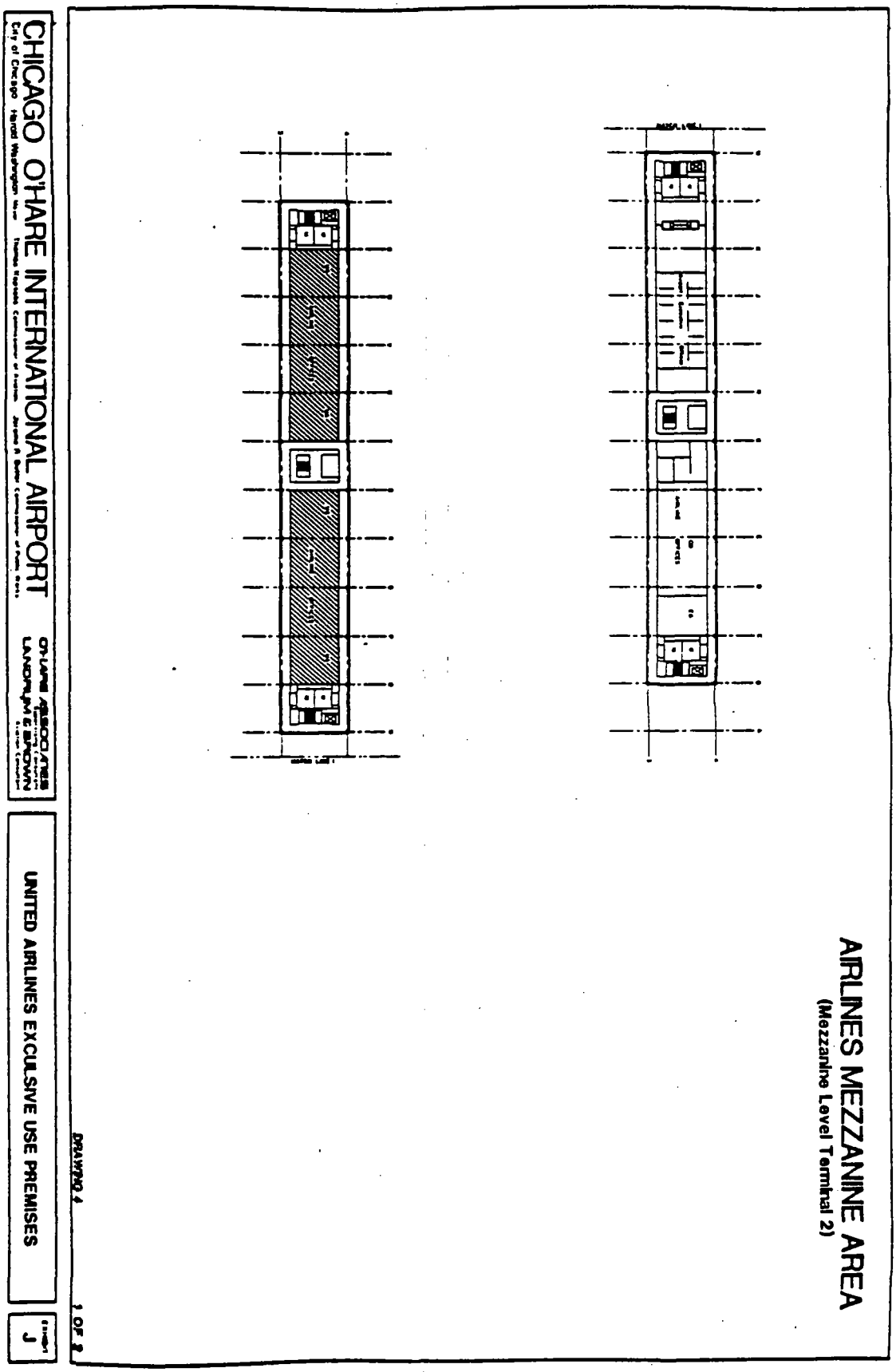

AIRLINES OPERATIONS AREA
(Second Floor Concourse D)
7 of 7
DRAWING 2
CHICAGO O'HARE INTERNATIONAL AIRPORT
UNITED AIRLINES EXCULSIVE USE PREMISES
J

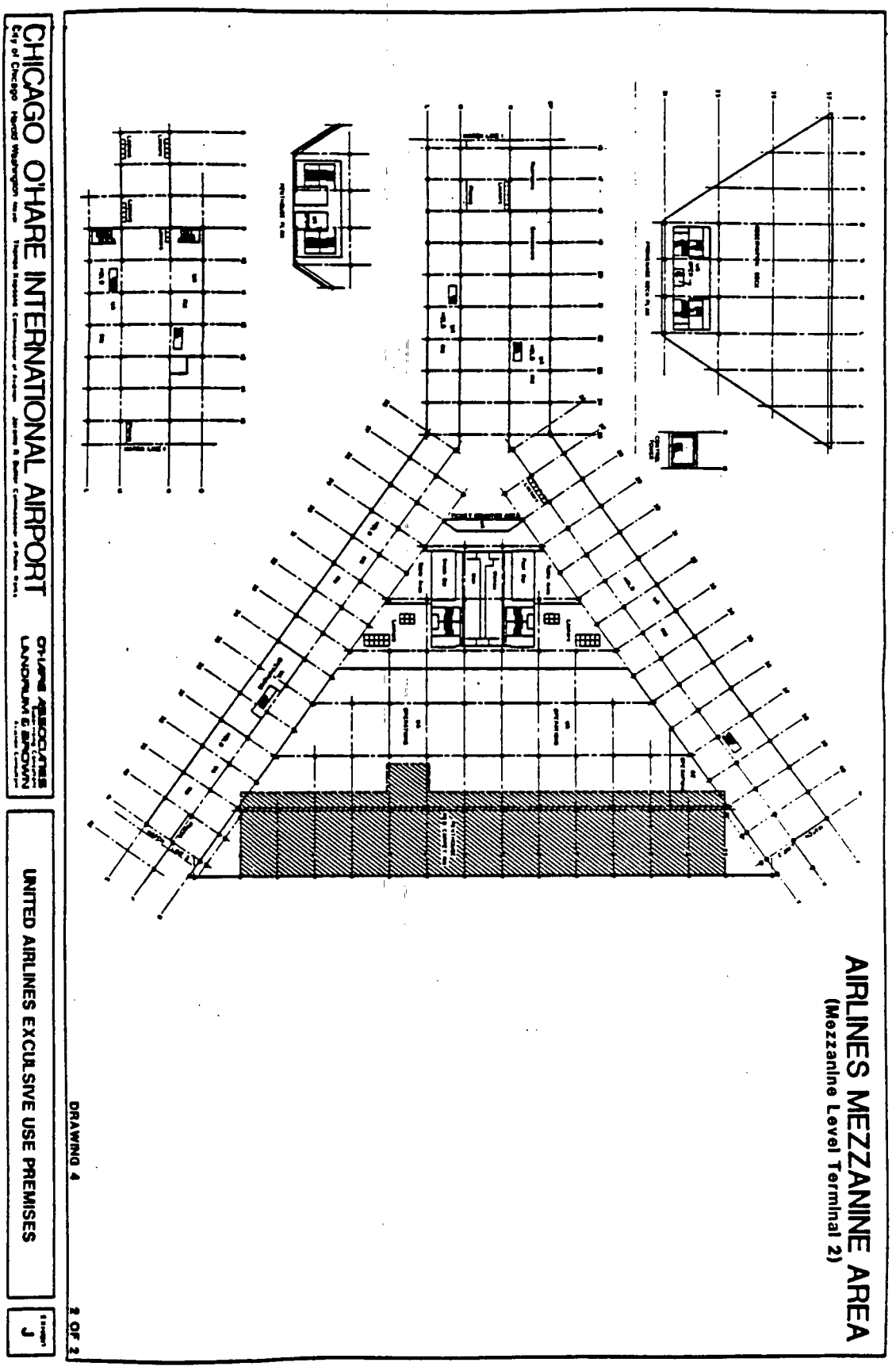

CHICAGO O'HARE INTERNATIONAL AIRPORT
O'HARE ASSOCIATES
LANDRUM & BROWN
AIRLINES HOLD AREA
(Second Floor Concourse E-F)
UNITED AIRLINES EXCULSIVE USE PREMISES
J
DRAWING 3

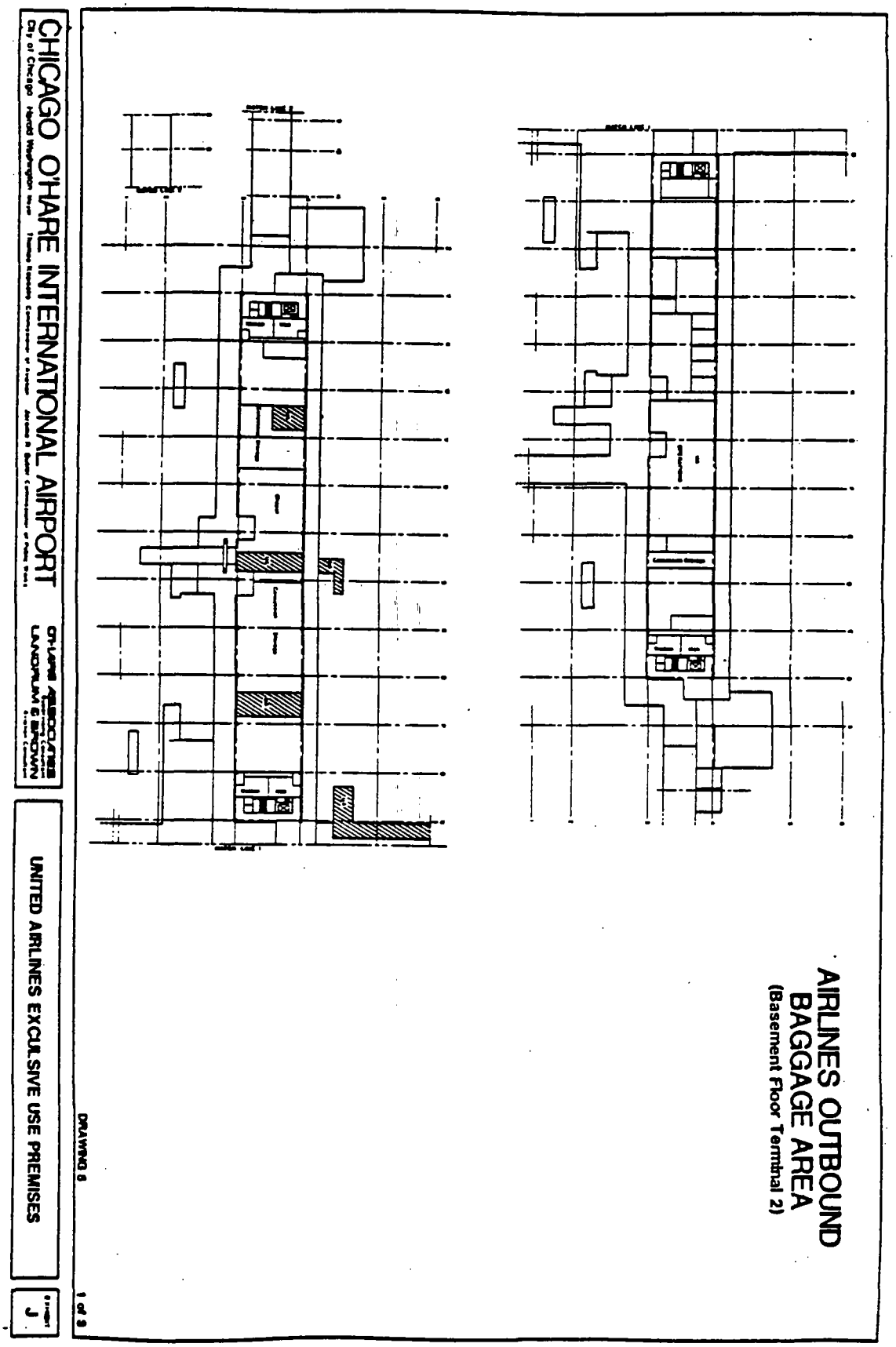

AIRLINES HOLD AREA
(Second Floor Concourse E-F)
CHICAGO O'HARE INTERNATIONAL AIRPORT
UNITED AIRLINES EXCLUSIVE USE PREMISES
DRAWING 3
2 of 4
J

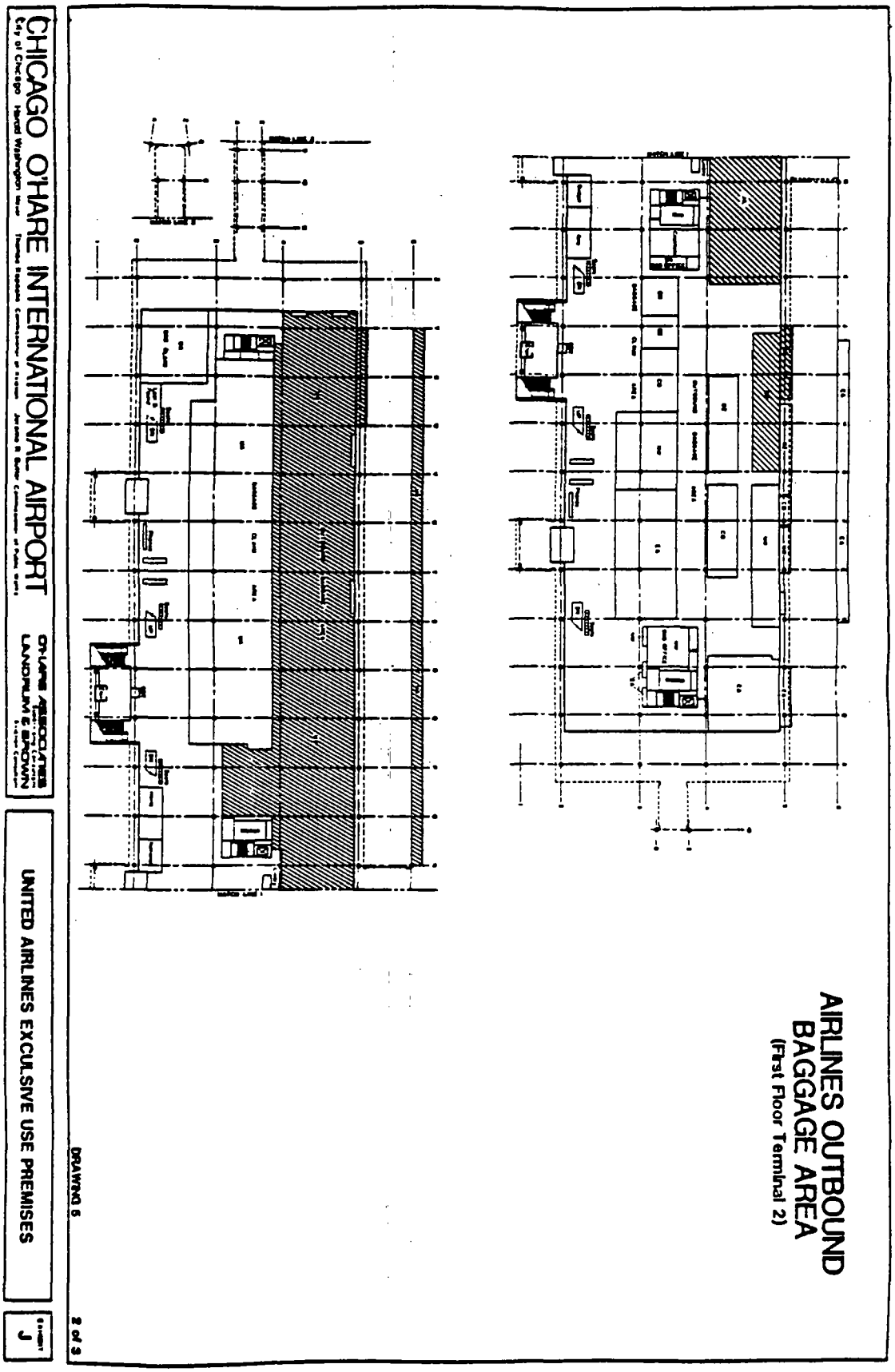

AIRLINES HOLD AREA
(Second Floor Concourse G)
DRAWING 3
3 of 4
EXHIBIT J
UNITED AIRLINES EXCLUSIVE USE PREMISES
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
O'HARE ASSOCIATES
LANDRUM & BROWN

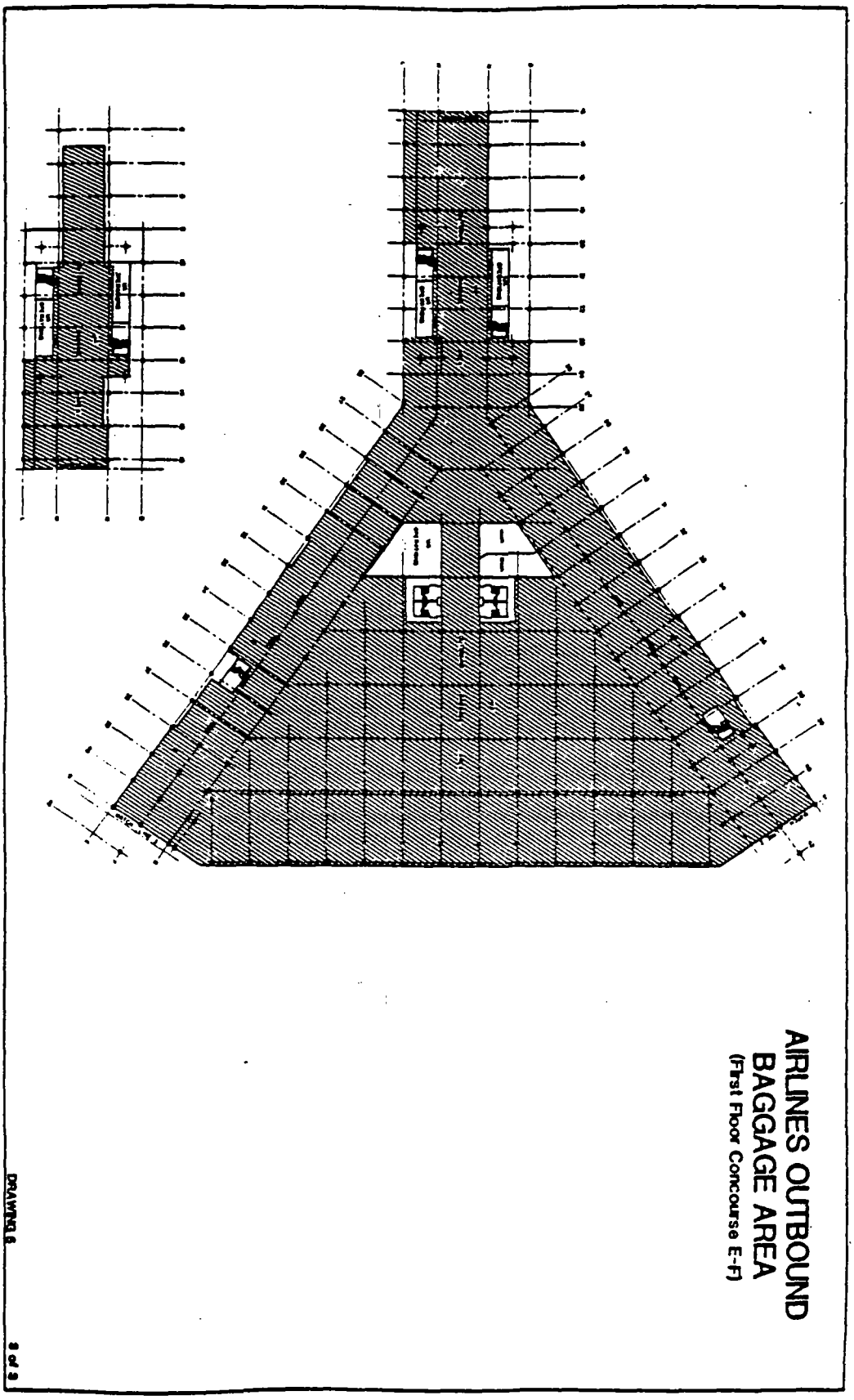

AIRLINES HOLD AREA
(Second Floor Concourse D)
CHICAGO O'HARE INTERNATIONAL AIRPORT
UNITED AIRLINES EXCLUSIVE USE PREMISES
J
4 of 4


AIRLINES MEZZANINE AREA
(Mezzanine Level Terminal 2)
CHICAGO O'HARE INTERNATIONAL AIRPORT
UNITED AIRLINES EXCLUSIVE USE PREMISES
J


AIRLINES MEZZANINE AREA
(Mezzanine Level Terminal 2)
DRAWING 4
2 OF 2
CHICAGO O'HARE INTERNATIONAL AIRPORT
UNITED AIRLINES EXCULSIVE USE PREMISES
J


AIRLINES OUTBOUND
BAGGAGE AREA
(Basement Floor Terminal 2)
CHICAGO O'HARE INTERNATIONAL AIRPORT
UNITED AIRLINES EXCLUSIVE USE PREMISES
J


AIRLINES OUTBOUND
BAGGAGE AREA
(First Floor Terminal 2)
DRAWING 5
2 of 3
CHICAGO O'HARE INTERNATIONAL AIRPORT
UNITED AIRLINES EXCLUSIVE USE PREMISES
J


AIRLINES OUTBOUND
BAGGAGE AREA
(First Floor Concourse E-F)
CHICAGO O'HARE INTERNATIONAL AIRPORT
UNITED AIRLINES EXCLUSIVE USE PREMISES
J

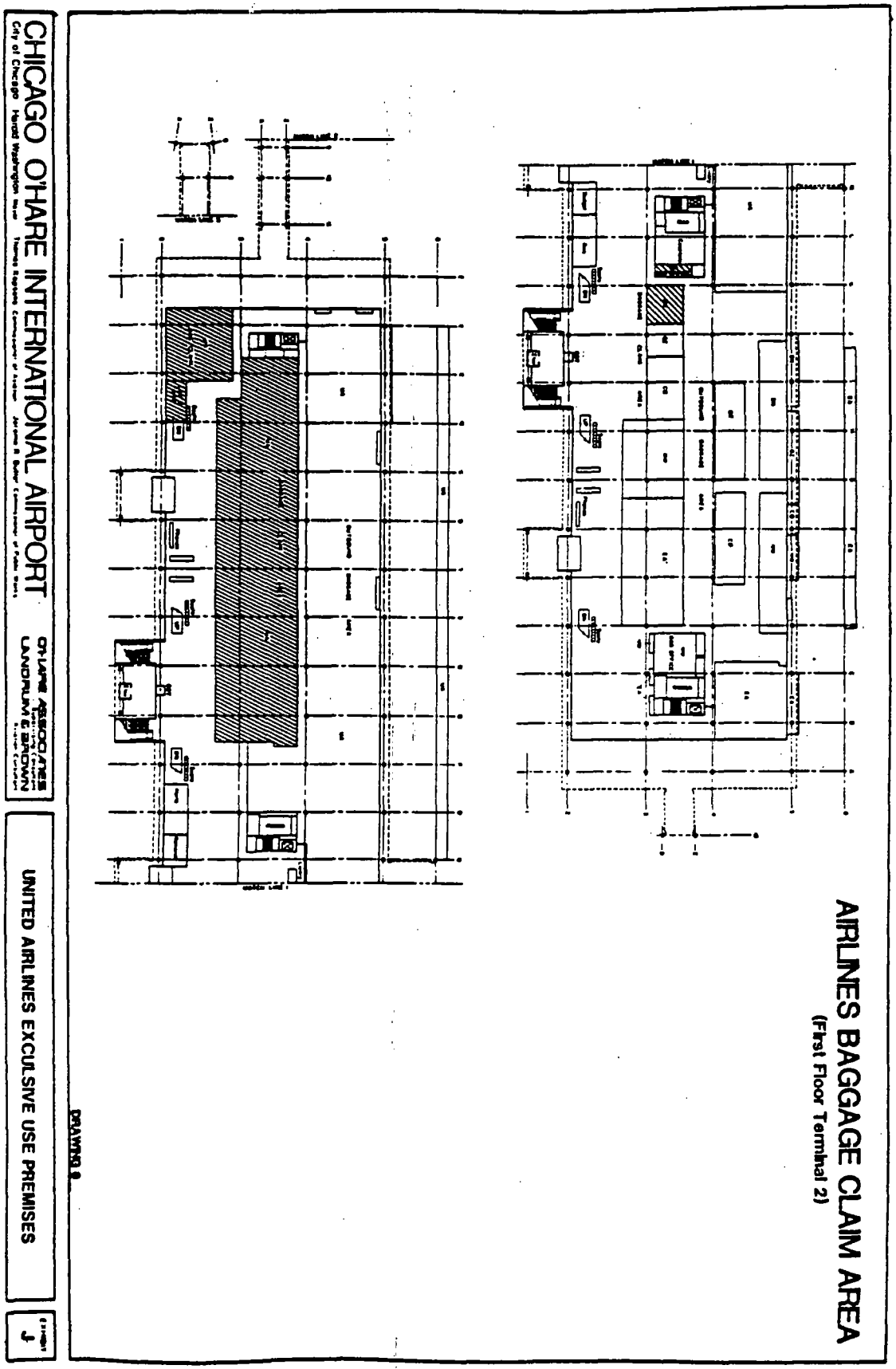

AIRLINES BAGGAGE CLAIM AREA
(First Floor Terminal 2)
CHICAGO O'HARE INTERNATIONAL AIRPORT
UNITED AIRLINES EXCULSIVE USE PREMISES

EXHIBIT J-1

AIRLINE'S PHASE II EXCLUSIVE USE PREMISES

(a) City and Airline agree that Airline's Phase II Exclusive Use Premises in Terminal Building No. 1 and its associated Satellite Concourse Building (which are generally depicted in Drawing Nos. 1-6, inclusive of this Exhibit J-1) shall consist of the following premises:

(i) an aggregate of approximately 58,800 square feet of space located on the second floor of Terminal Building No. 1;

(ii) an aggregate of approximately 61,230 square feet of space located on the first floor of Terminal Building No. 1·

(iii) an aggregate of approximately 215,120 square feet of space located in the underground baggage room located between Terminal Building No. 1 and the Satellite Concourse Building;

(iv) an aggregate of approximately 72,000 square feet of space located on the second floor of the Satellite Concourse Building;

(v) an aggregate of approximately 5,400 square feet of space located on the ramp level below the Satellite Concourse Building; and

(vi) an aggregate of approximately 6,300 square feet of space located in the basement level of the Satellite Concourse Building.

The foregoing Phase II Exclusive Use Premises, taken together, comprise approximately 418,850 square feet, of which 310,947 square feet shall be deemed Airline's Existing Footage, and approximately 107,903 square feet shall be deemed Airline's Additional Footage.

(b) City and Airline agree that the design, size and scope of Terminal Building No. 1 and the Satellite Concourse Building, including the foregoing Exclusive Use Premises and Additional Footage, are in the conceptual stage as of the Effective Date and are subject to changes and refinements prior to commencement and completion of construction of Terminal Building No. 1 and the Satellite Concourse Building. which changes and refinements shall be subject to approval

by City and Airline, and that when final decisions have been made and all necessary construction drawings are completed, appropriate amendment shall be made to this Exhibit J-1; it is understood and agreed that:

(i) the number of building levels and the location of Airline's functional areas may be changed upon the request of Airline, concurrence with such request not to be unreasonably withheld by City;

(ii) Airline shall have the option to expand or improve its Phase II Exclusive Use Premises, pursuant to Section 8.01(b), into any or all of the areas shown as "UA Expansion/Improvement Areas" on Drawing Nos. 2, 5, 7 and 8, inclusive, of this Exhibit J-1, and to have any areas so improved or expanded thereafter included in Airline's Exlusive Use Premises as Existing Footage, and city shall not take or authorize any action that will interfere with or prevent Airline's exercise of said option; and

(iii) any amendments required by the final construction drawings, or the exercise of Airline's option under Paragraph (ii) of this Subsection, shall be effected without further action other than the technicality of attaching new Exhibit J-1 pages to this Agreement.

(c) City and Airline agree that Terminal Building No. 1 and the Satellite Concourse Building (Capital Projects TA-1 and TA-3 in Exhibit B), as constructed, will not include the following areas in Airline's Exclusive Use Premises:

(i) the underground passenger concourse shown on Drawing No. 3;

(ii) all "UA Expansion/Improvement Areas" shown on Drawing Nos. 2, 5, 7, and 8, unless and until all or a portion thereof is enclosed and finished by Airline, pursuant to Section 8.01(b), or otherwise, for exclusive use by Airline;

(iii) the ramp driveways associated with the Satellite Concourse Building shown on Drawing Nos. 3 and 6; and

(iv) all other areas of Terminal Building No. 1 and the Satellite Concourse Building (shown on Drawing Nos. 1-6, inclusive) not deemed to be Exclusive Use Premises in the completed structures.

(d)(i) City and Airline agree that, between the time that Airline occupies its Phase II Exclusive Use Premises

and the time that Airline occupies its Phase III Exclusive Use Premises, Airline may require the utilization of some or all of the Hold Areas and Operations Areas in Concourse Building D, which Areas are depicted on Drawing Nos. 9 and 10 of this Exhibit J-1. City hereby grants to Airline an option (which may be exercised at any time prior to the date(s) of vacation specified in Section 4.03(d) of the Airport Use Agreement(s) of the Airline Parties having Exclusive Use Premises in Concourse Building D, by Airline giving written notification to the City of Airline's exercise of said option) to include in Airline's Phase II Exclusive Use Premises any or all of the following premises in Concourse Building D:

(1) an aggregate of approximately 31,531 square feet of space located on the second floor of Concourse Building D, as depicted on Drawing No. 9 of this Exhibit J-1; and

(2) an aggregate of approximately 28,987 square feet of space located on the first floor (ramp level) of Concourse Building D, as depicted on Drawing No. 10 of this Exhibit J-1.

(ii) Upon the exercise by Airline of said option with respect to any or all of the described premises, City and Airline agree that this Exhibit J-1 shall be appropriately amended, without further action other than the technicality of attaching new Exhibit J-1 pages to this Agreement, to include the square footage of the premises affected by the exercise of said option in Airline's totals of Phase II Exclusive Use Premises and Airline's Additional Footage, as set forth in Paragraph (a) above of this Exhibit J-1 until such time as said premises are demolished.

(iii) In addition to the premises described in Paragraph (a) above, Airline's Phase II Exclusive Use Premises includes as Additional Footage, for the sole purpose of providing Airline with premises and facilities necessary to accommodate the operations of Braniff, Inc., the following premises in Terminal Buildings No. 2:

(1) an aggregate of approximately 941 square feet of space located on the second floor of Terminal Building No. 2, as depicted on Drawing No. 11 of this Exhibit J-1; and

(2) an aggregate of approximately 2,524 square feet of space located on the first floor of Terminal Building No. 2, as depicted on Drawing No. 12 of this Exhibit J-1.

(iv) City and Airline agree that if the premises described in (d)(iii) above are required to accommodate the operations of Braniff, Inc., the square footage with respect to the premises described under Paragraph (d)(iii)

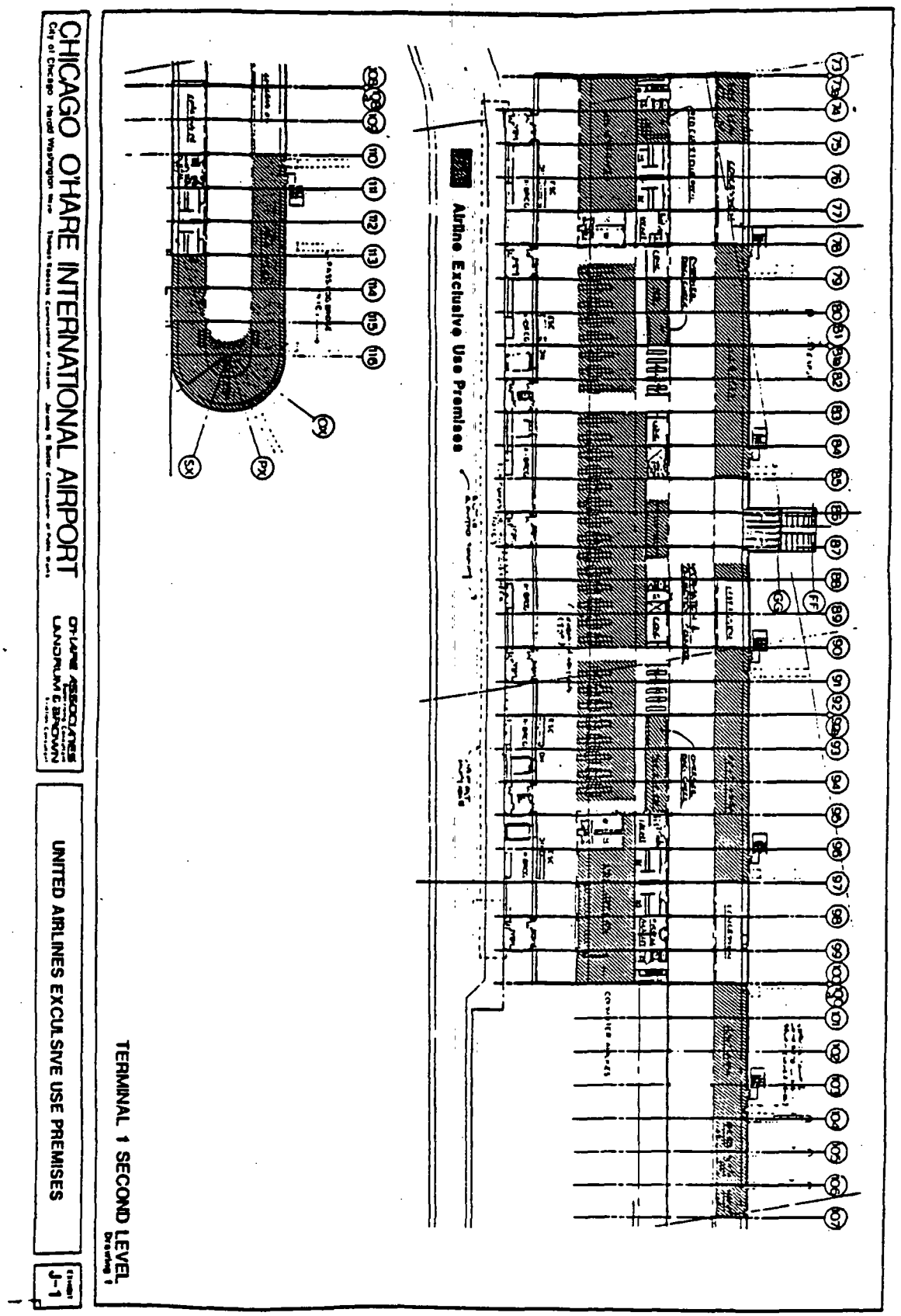
above of this Exhibit J-1 will be included in Airline's totals of Phase II Exclusive Use Premises and of Additional Footage, set forth in Paragraph (a) above of this Exhibit J-1 until such time that the premises described under Paragraph (e)(i) of Exhibit J-2 are available for occupancy, at which time Airline agrees, upon request of City, to release back the premises described under Paragraph (d)(iii) above, and City agrees to substitute therefor the premises described under Paragraph (e)(i) of Exhibit J-2.

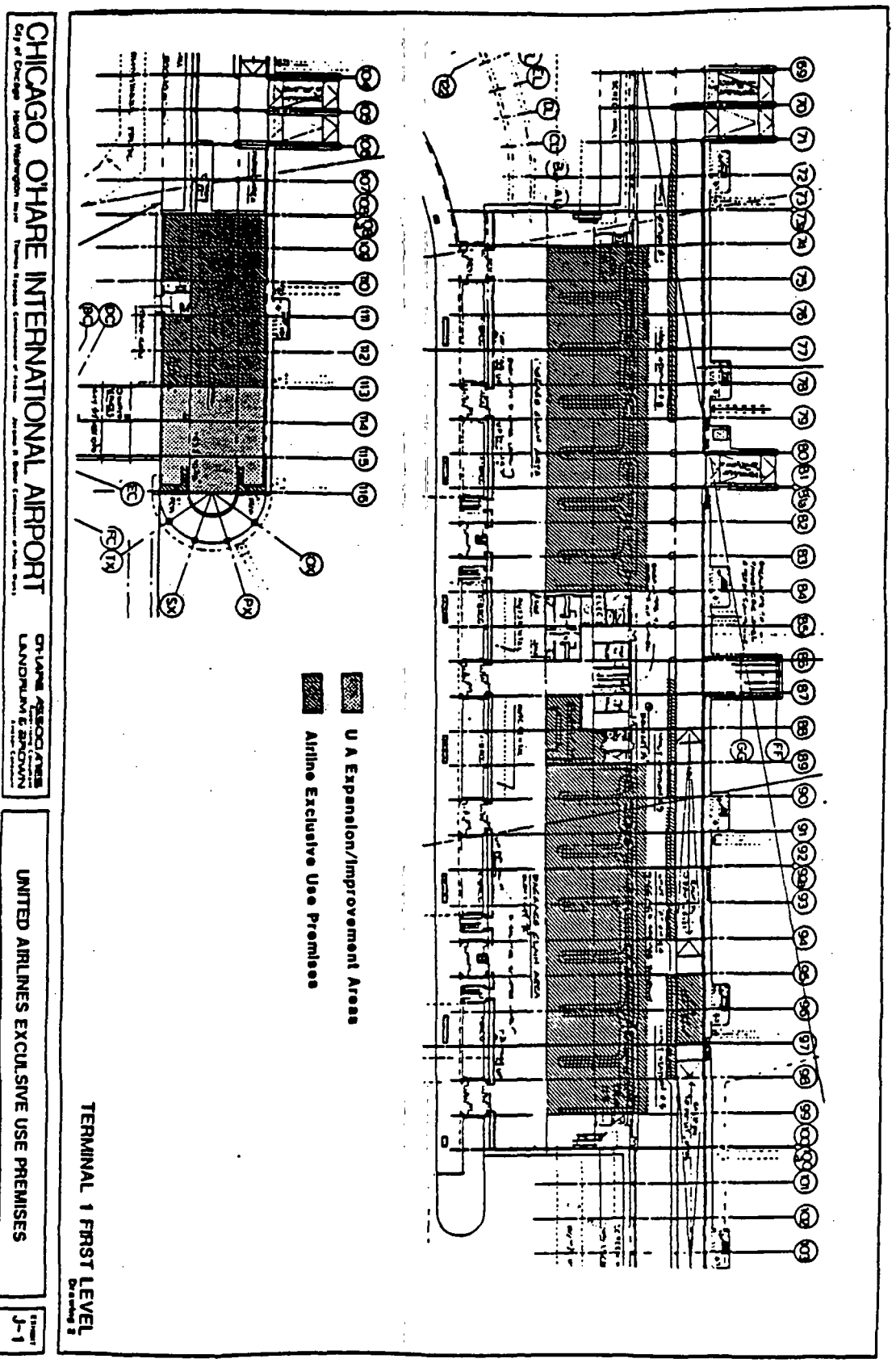
(v) City and Airline agree that, in the event any or all of the premises described under Paragraph (d)(iii) above of this Exhibit J-1 are no longer required by Airline in order to accommodate the operations of Braniff, Airline agrees, upon request of City, to release back said premises to City, and City agrees to deduct the square footage of said released premises from Airline's totals of Phase II Exclusive Use Premises and of Additional Footage.

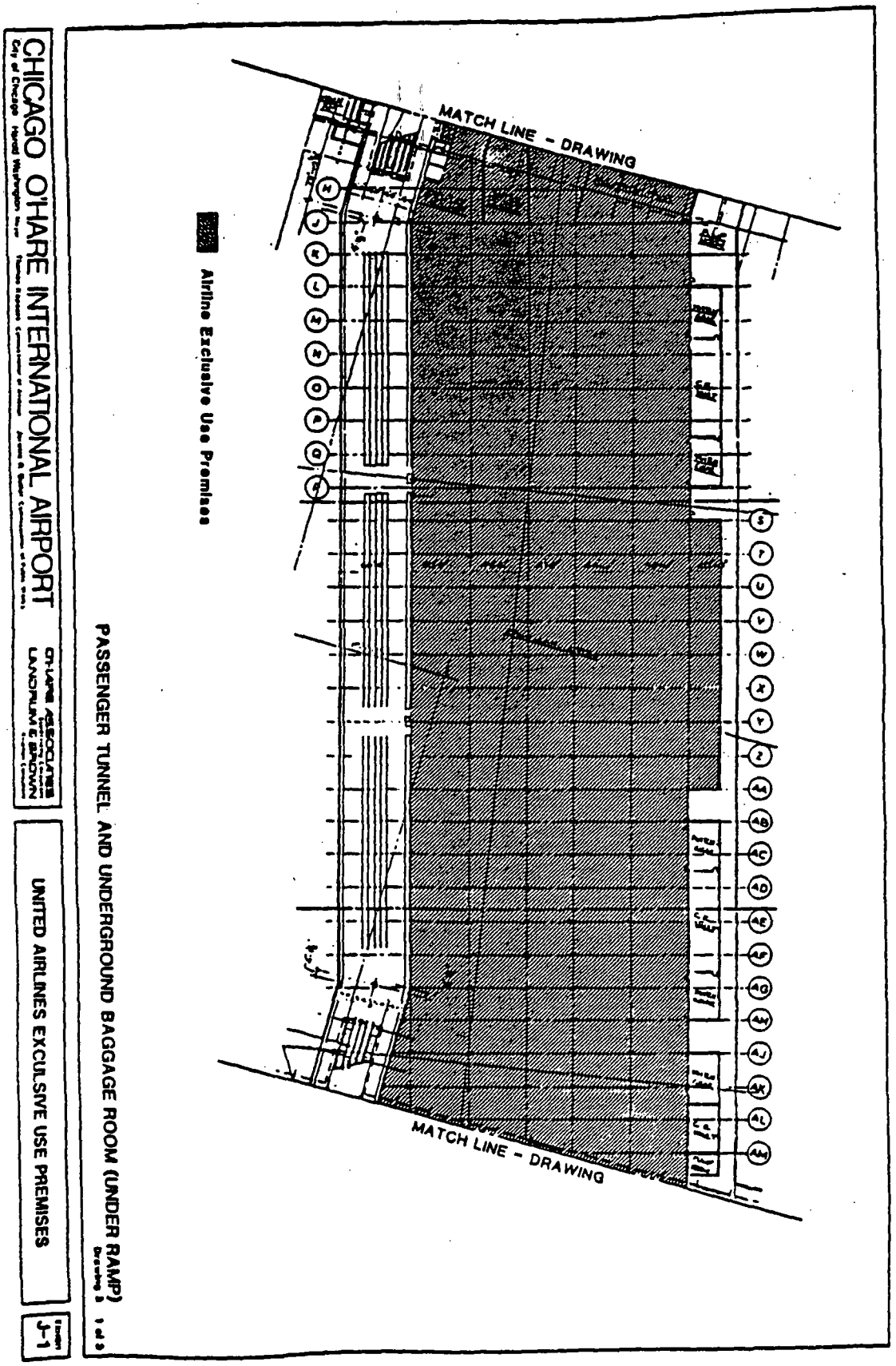
(e) City and Airline agree that Airline may elect to fund the cost of all or any part of the design, construction and equipping of Terminal Building No. 1 and its associated Satellite Concourse Building (including "UA Expansion/Improvement Areas", and tenant improvements and equipment necessary for Airline to conduct an Air Transportation Business), through the issuance by City of Special Facility Revenue Bonds for which Airline has the unconditional obligation to make debt service payments. Upon request of Airline, City agrees to issue such bonds in an amount sufficient to cover the costs thereof and to enter into with Airline a Special Facility Financing Arrangement having provisions identical or substantially similar to those provisions in the Special Facility Use Agreement dated as of August 1, 1982 between City and Delta Air Lines, Inc., governing (i) the City's obligation to issue bonds, and Airline's right to approve such bonds, (ii) the design and construction supervision by Airline, including "fast-track" construction procedures, (iii) the reimbursement to Airline for cost of "Common Improvements", as defined therein, (iv) the refinancing of cost of Public Use Premises and Aircraft Parking Areas, and (v) credits to Airline pursuant to Section 5.03(b) and Section 5.06(c) of the Agreement to which this Exhibit J-1 is attached.

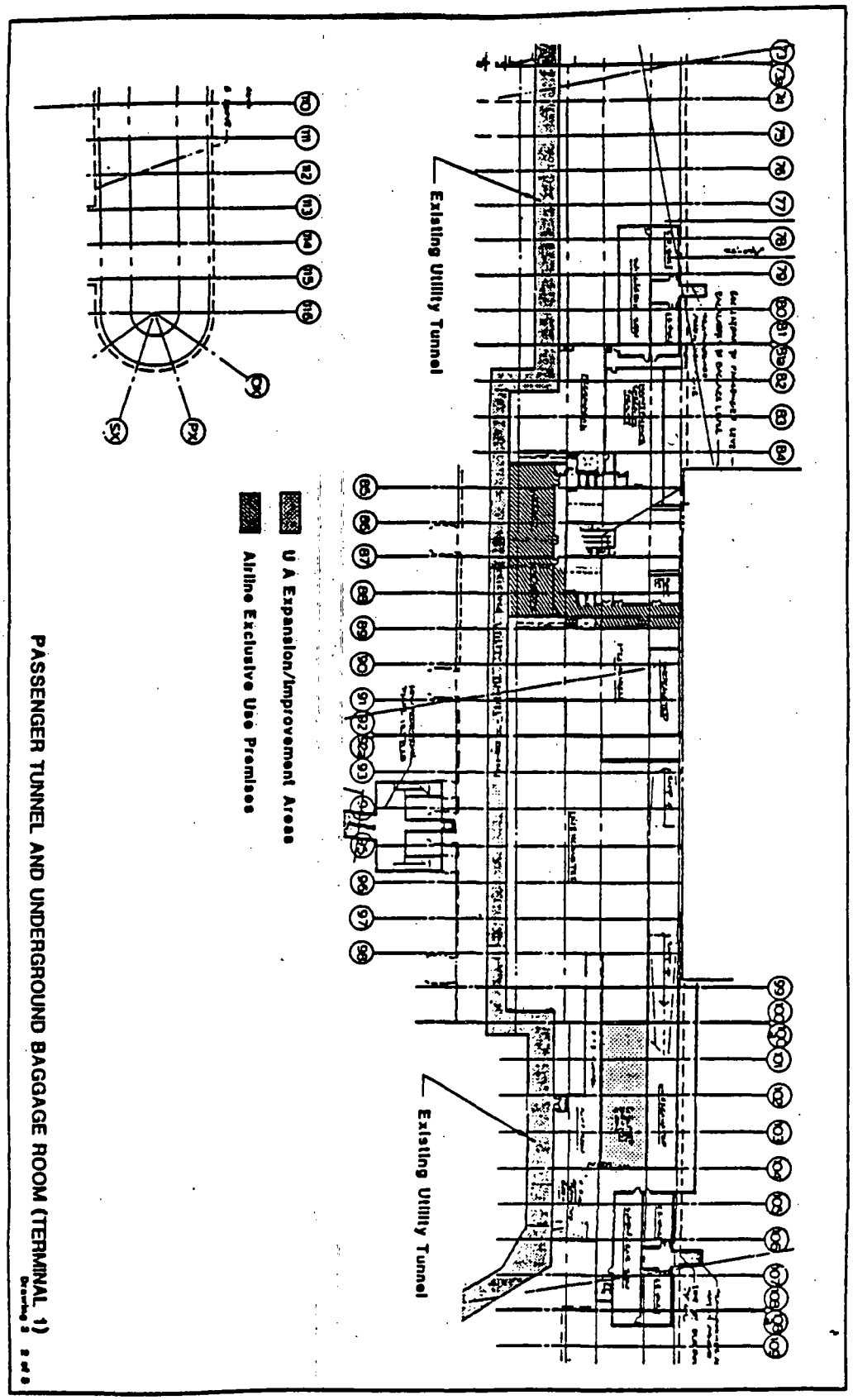
(f) City and Airline agree that, in order to provide a safe, orderly and efficient flow of aircraft movements on the ground in and around Terminal Building No. 1 and its associated Satellite Concourse Building, (i) the aircraft parking limit line on the northwest side of Concourse Building E shall not exceed two hundred (200) feet measured perpendicularly outward from the northwest face of Concourse Building E, and (ii) except for extraordinary circumstances, aircraft movements on the taxi lanes between Terminal Building No. 1 and its associated Satellite Concourse Building shall be restricted to aircraft departing from or arriving at those Buildings.

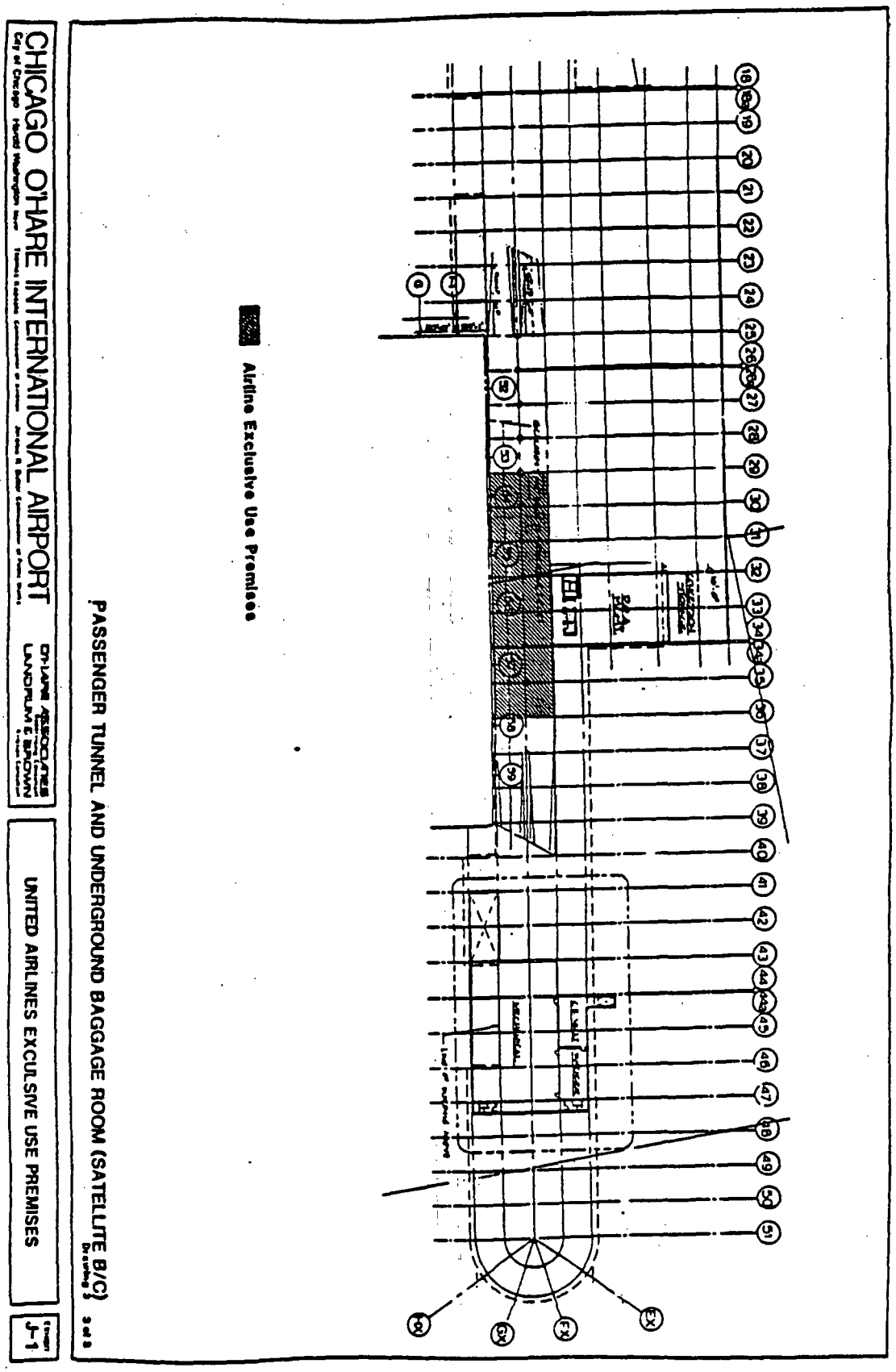
(g) City and Airline agree that the provisions of the agreements set forth in Subparagraph (f) immediately above shall be specifically incorporated by City into the Airport rules and regulations governing Aircraft Operators at the Airport.


CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Harold Washington Mayor
O'HARE ASSOCIATES
LANDRUM & BROWN
UNITED AIRLINES EXCLUSIVE USE PREMISES
J-1
TERMINAL 1 SECOND LEVEL
Airline Exclusive Use Premises


U A Expansion/Improvement Areas
Airline Exclusive Use Premises
TERMINAL 1 FIRST LEVEL
CHICAGO O'HARE INTERNATIONAL AIRPORT
UNITED AIRLINES EXCLUSIVE USE PREMISES
Exhibit J-1


MATCH LINE - DRAWING
Airline Exclusive Use Premises
MATCH LINE - DRAWING
PASSENGER TUNNEL AND UNDERGROUND BAGGAGE ROOM (UNDER RAMP)
CHICAGO O'HARE INTERNATIONAL AIRPORT
UNITED AIRLINES EXCLUSIVE USE PREMISES
J-1


Existing Utility Tunnel
Existing Utility Tunnel
UA Expansion/Improvement Areas
Airline Exclusive Use Premises
PASSENGER TUNNEL AND UNDERGROUND BAGGAGE ROOM (TERMINAL 1)
CHICAGO O'HARE INTERNATIONAL AIRPORT
UNITED AIRLINES EXCLUSIVE USE PREMISES
J-1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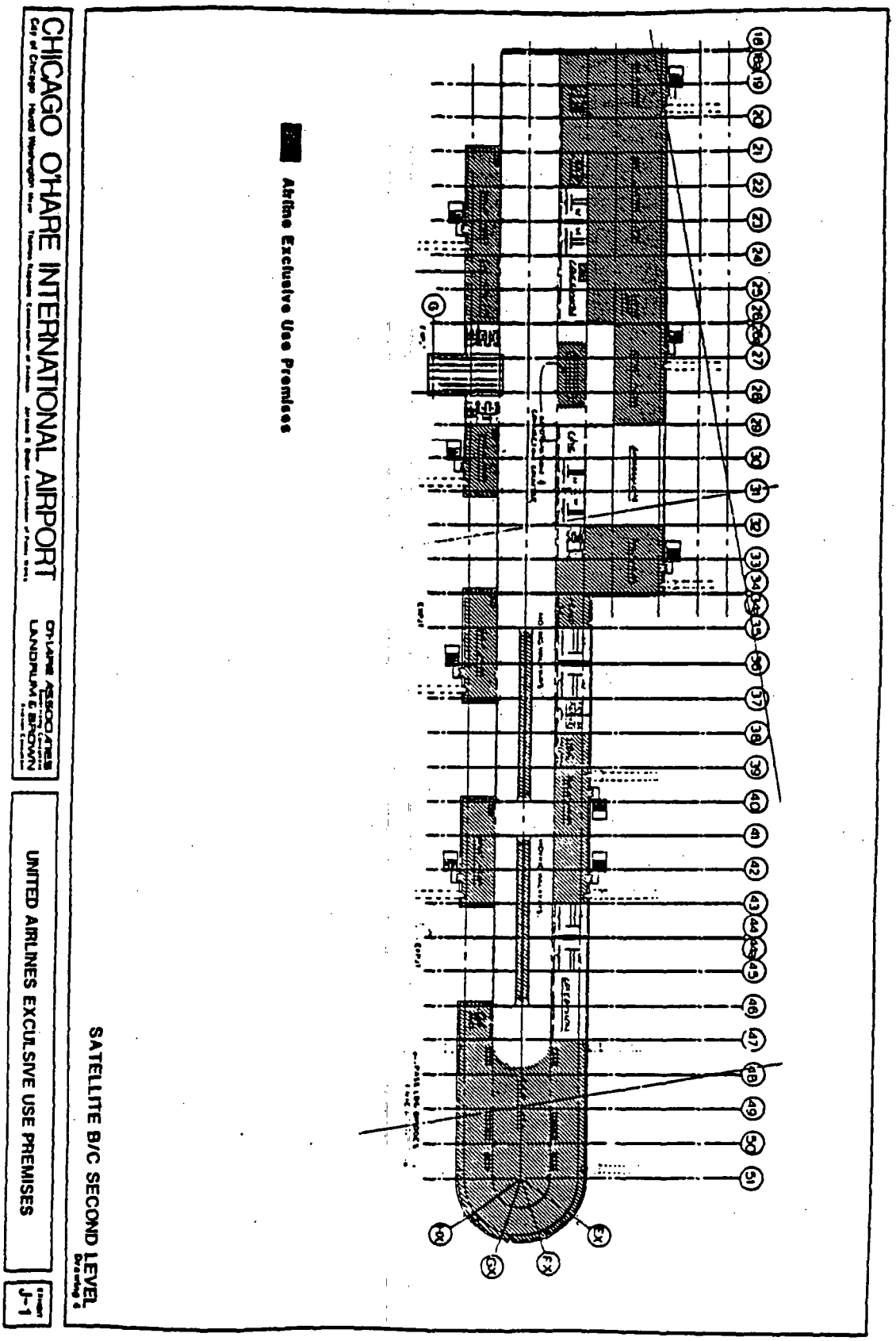
PASSENGER TUNNEL AND UNDERGROUND BAGGAGE ROOM (SATELLITE B/C)
CHICAGO O'HARE INTERNATIONAL AIRPORT
UNITED AIRLINES EXCLSIVE USE PREMISES
J-1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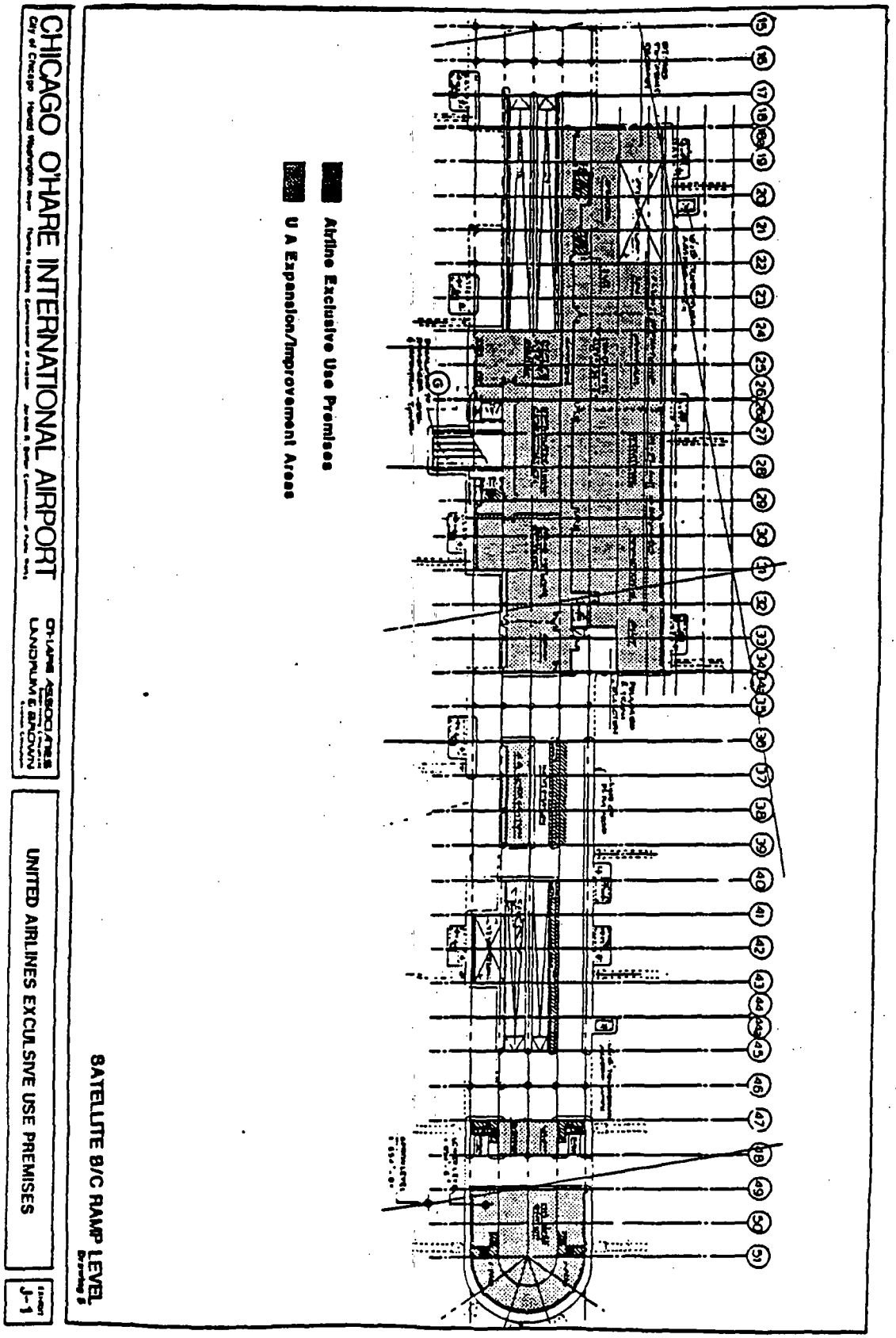
SATELLITE B/C SECOND LEVEL
CHICAGO O'HARE INTERNATIONAL AIRPORT
UNITED AIRLINES EXCLSIVE USE PREMISES
J-1


Airline Exclusive Use Premises
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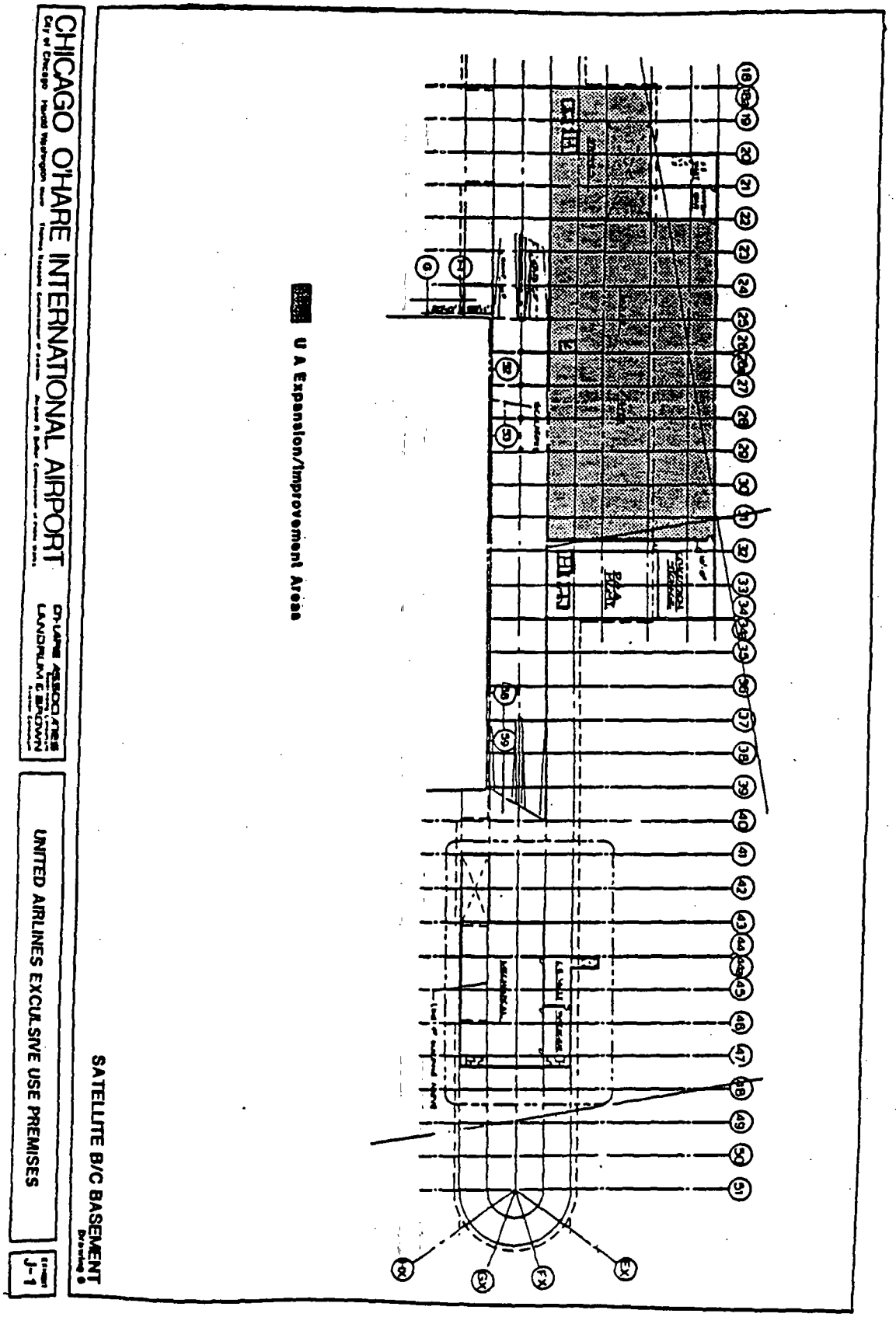
SATELLITE B/C RAMP LEVEL
CHICAGO O'HARE INTERNATIONAL AIRPORT
UNITED AIRLINES EXCLUSIVE USE PREMISES
J-1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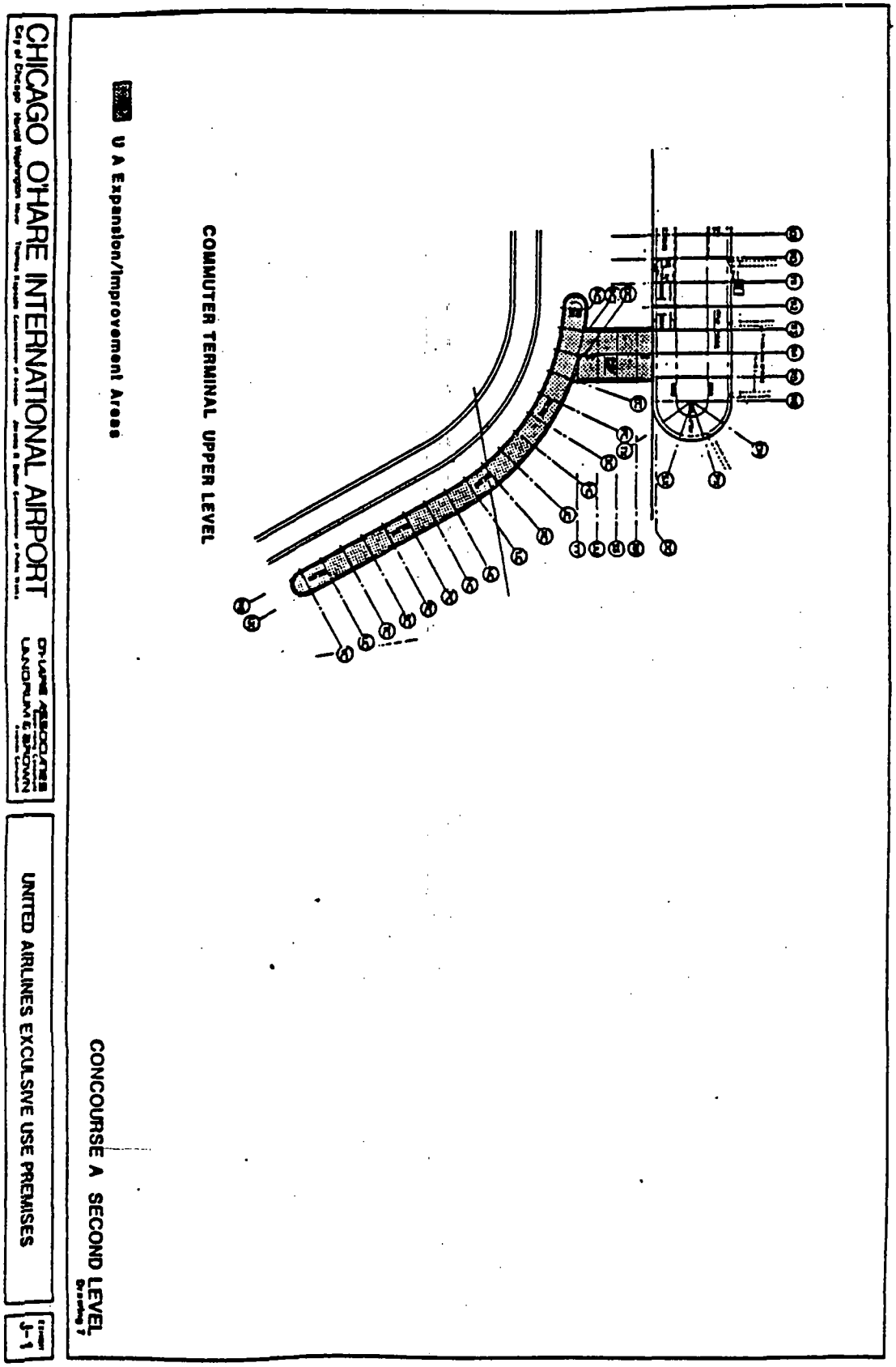
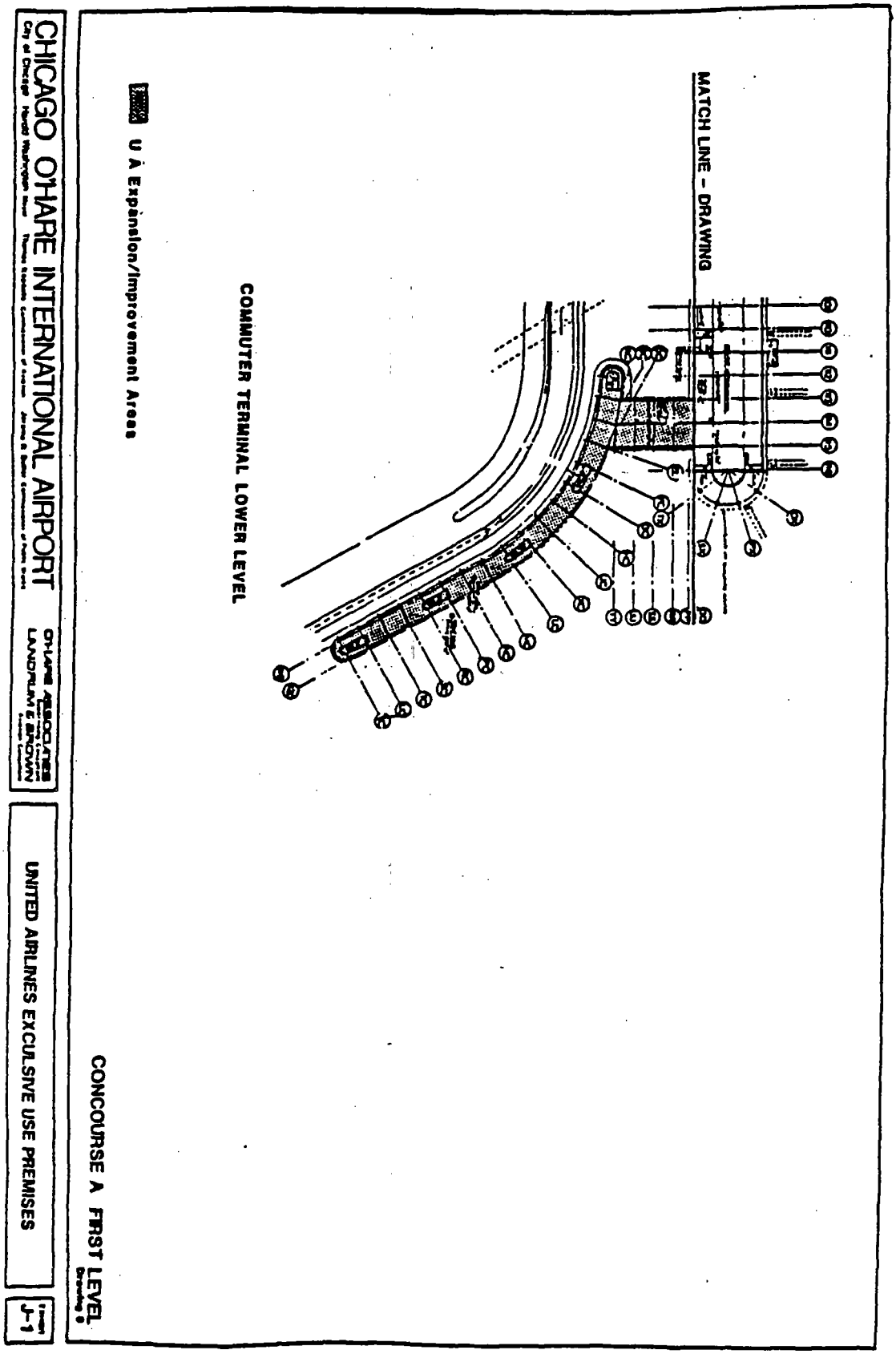
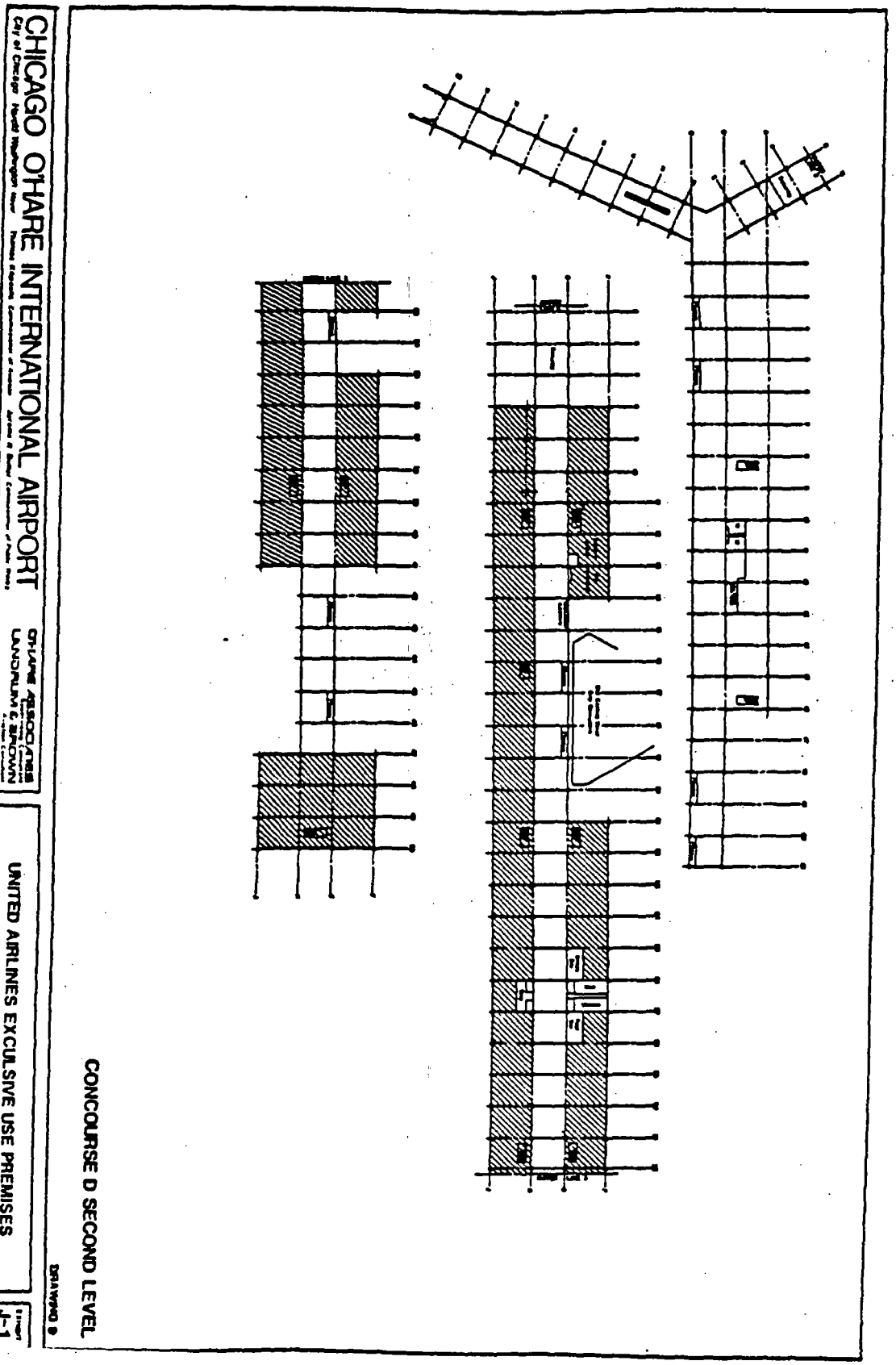
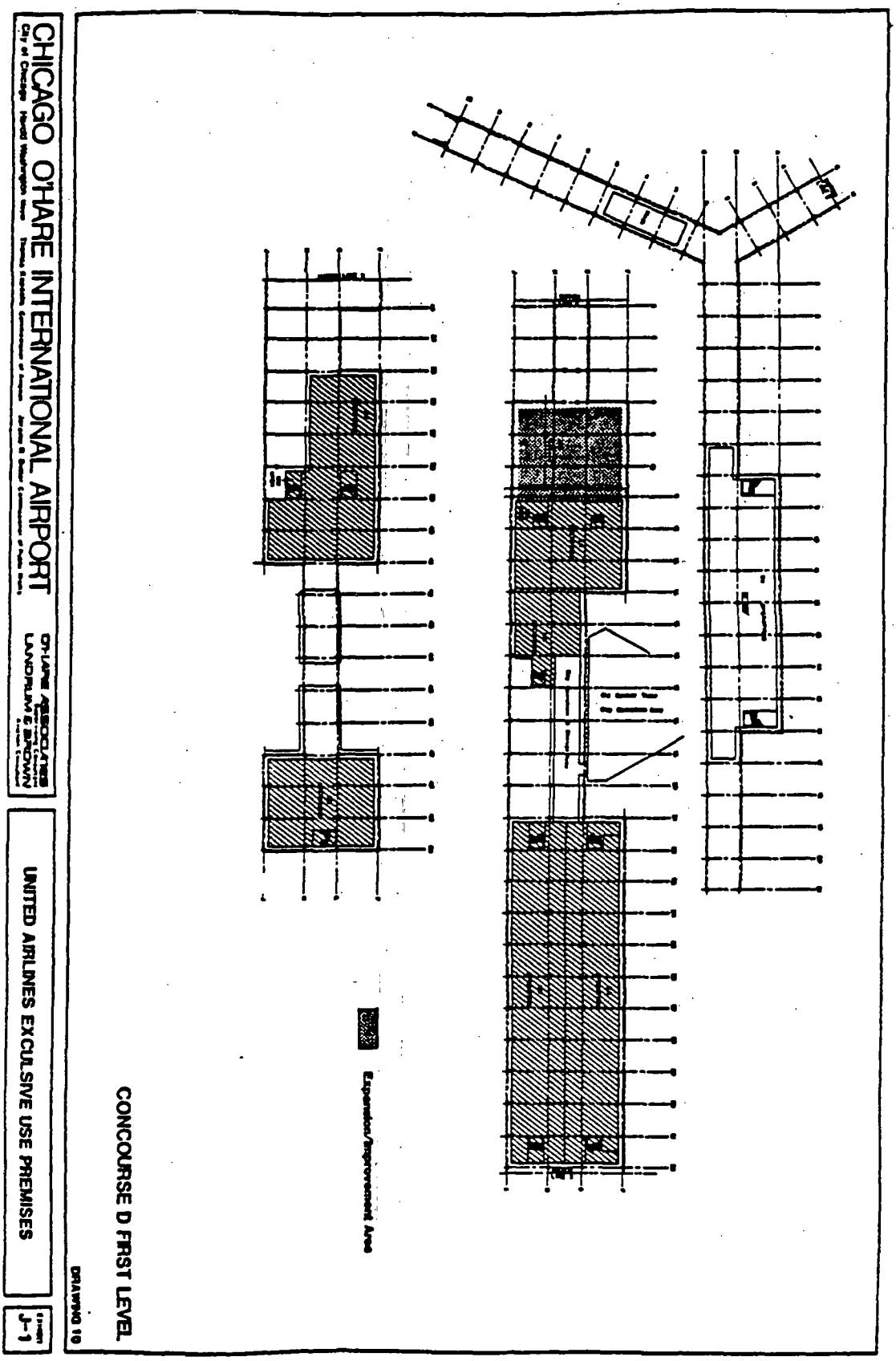
CHICAGO O'HARE INTERNATIONAL AIRPORT
UNITED AIRLINES EXCLUSIVE USE PREMISES
SATELLITE B/C BASEMENT
J-1


U A Expansion/Improvement Areas
COMMUTER TERMINAL UPPER LEVEL
CONCOURSE A SECOND LEVEL
CHICAGO O'HARE INTERNATIONAL AIRPORT
UNITED AIRLINES EXCLUSIVE USE PREMISES
J-1


MATCH LINE - DRAWING
COMMUTER TERMINAL LOWER LEVEL
U A Expansion/Improvement Areas
CONCOURSE A FIRST LEVEL
CHICAGO O'HARE INTERNATIONAL AIRPORT
UNITED AIRLINES EXCLUSIVE USE PREMISES
J-1


CHICAGO O'HARE INTERNATIONAL AIRPORT
UNITED AIRLINES EXCLUSIVE USE PREMISES
CONCOURSE D SECOND LEVEL
J-1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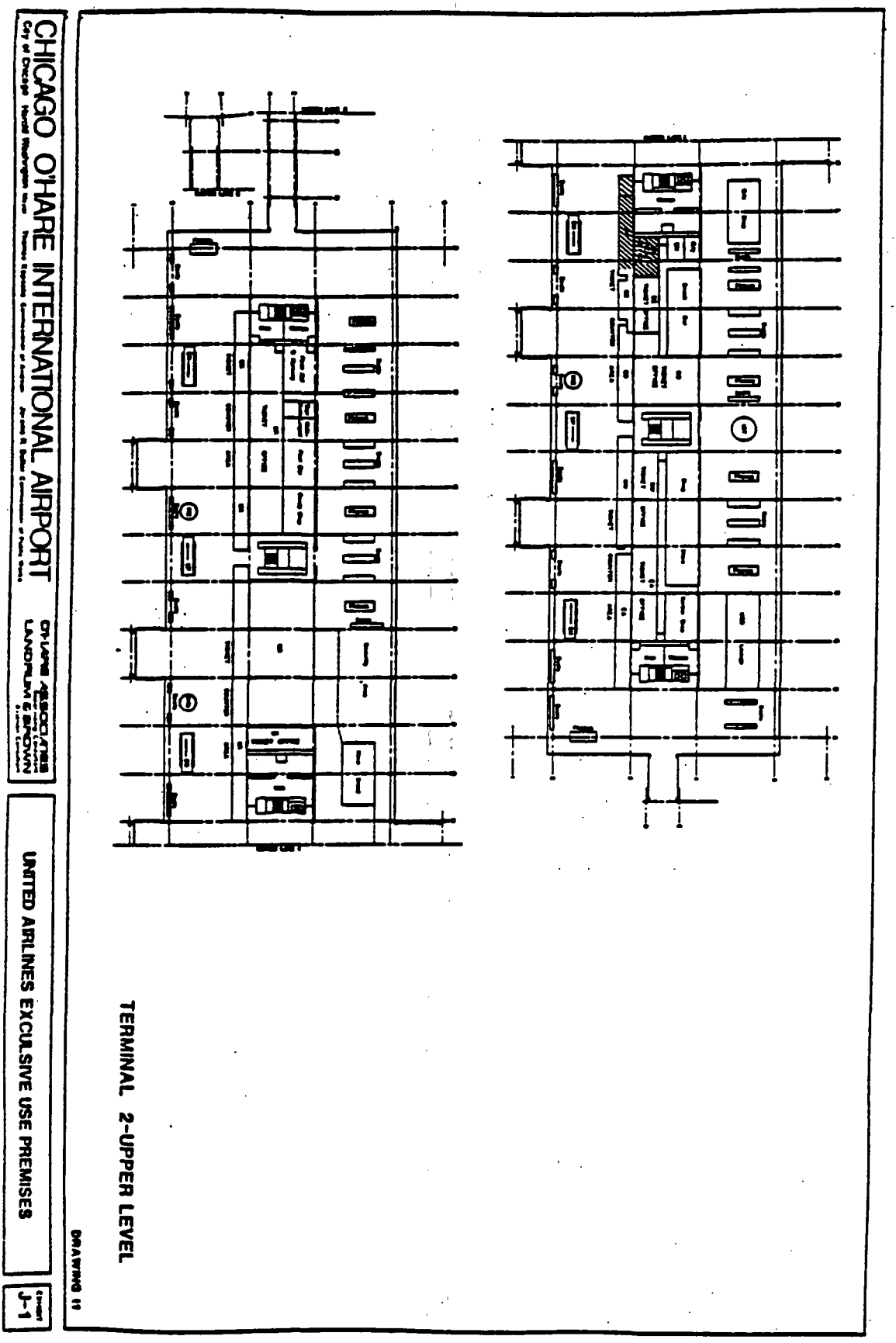
UNITED AIRLINES EXCLUSIVE USE PREMISES
CONCOURSE D FIRST LEVEL
Expansion/Improvement Area
J-1


CHICAGO O'HARE INTERNATIONAL AIRPORT
UNITED AIRLINES EXCLUSIVE USE PREMISES
J-1
TERMINAL 2-UPPER LEVEL

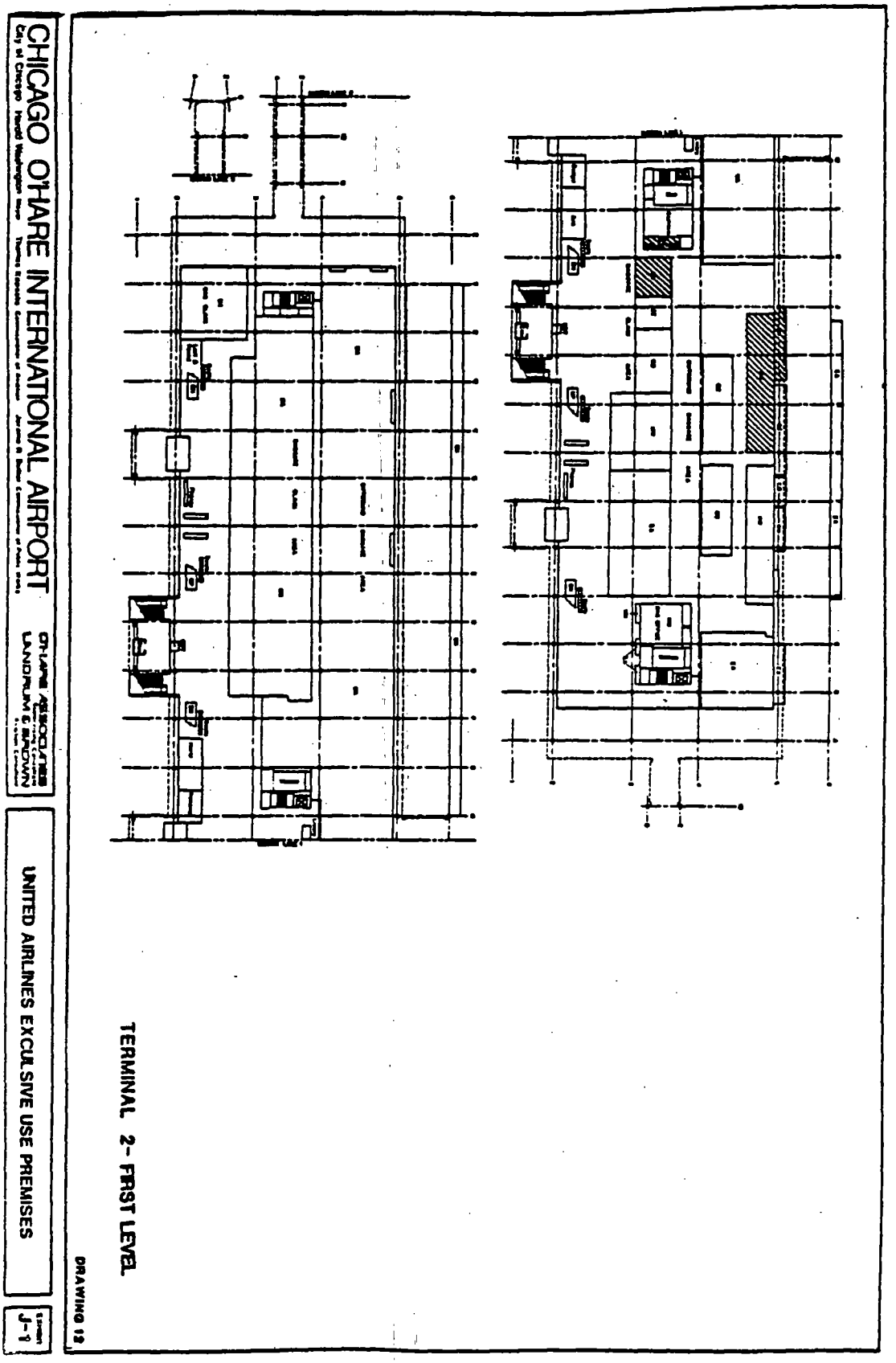

CHICAGO O'HARE INTERNATIONAL AIRPORT
O'HARE ASSOCIATES
LANDRUM & BROWN
UNITED AIRLINES EXCLUSIVE USE PREMISES
J-1
TERMINAL 2- FIRST LEVEL
DRAWING 12

EXHIBIT J-2

AIRLINE'S PHASE III EXCLUSIVE USE PREMISES

(a) City and Airline agree that Airline's Phase III Exclusive Use Premises in Terminal Building No. 1 and its associated Satellite Concourse Building (which are generally depicted in Drawing Nos. 1-17 inclusive, of this Exhibit J-2) shall consist of the following premises:

(i) an aggregate of approximately 91,397 square feet of space located on the second floor of Terminal Building No. 1;

(ii) an aggregate of approximately 87,283 square feet of space located on the first floor of Terminal Building No. 1;

(iii) an aggregate of approximately 8,320 square feet of space located on the basement level of Terminal Building No. 1;

(iv) an aggregate of approximately 215,121 square feet of space located in the underground baggage room located between Terminal Building No. 1 and the Satellite Concourse Building;

(v) an aggregate of approximately 103,723 square feet of space located on the second floor of the Satellite Concourse Building;

(vi) an aggregate of approximately 8,840 square feet of space located on the ramp level below the Satellite Concourse Building; and

(vii) an aggregate of approximately 10,500 square feet of space located in the basement level of the Satellite Concourse Building.

The foregoing Phase III Exclusive Use Premises, taken together, comprise approximately 525,184 square feet, of which 310,947 square feet shall be deemed Airline's Existing Footage, and approximately 214,237 square feet shall be deemed Airline's Additional Footage.

(b) City and Airline agree that the design, size and scope of Terminal Building No. 1 and the Satellite Concourse Building, including the foregoing Exclusive Use Premises and Additional Footage, are in the conceptual stage as of the Effective Date and are subject to changes and refinements prior to commencement and completion of construction of Terminal Building No. 1 and the Satellite Concourse Building, which changes and refinements shall be subject to approval by City and Airline, and that when final decisions have been made and all necessary construction drawings are completed, appropriate amendments shall be made to this Exhibit J-2; it is understood and agreed that:

(i) the number of building levels and the location of Airline's functional areas may be changed upon the request of Airline concurrence with such request not to be unreasonably withheld by City;

(ii) Airline shall have the right and option to expand or improve its Phase III Exclusive Use Premises, pursuant to Section 8.01(b), into any or all of the areas shown as "UA Expansion/Improvement Areas" on Drawing Nos. 2,5,8,9,10,11,12,13,16,18 and 19 of this Exhibit J-2, and to have any areas so improved or expanded thereafter included in Airline's Exclusive Use Premises as Existing Footage, and City shall not take or authorize any action that will interfere with or prevent Airline's exercise of said option; and

(iii) any amendments required by the final construction drawings, or the exercise of Airline's option under Paragraph (ii) of this Subsection, shall be effected without further action other than the technicality of attaching new Exhibit J-2 pages to this Agreement.

(c) City and Airline agree that Terminal Building No. 1 and the Satellite Concourse Building (Capital Projects TA-1 and TA-3 in Exhibit B), as constructed, will not include the following areas in Airline's Exclusive Use Premises:

(i) the underground passenger concourse shown on Drawing No. 3;

(ii) all "UA Expansion/Improvement Areas" shown on Drawing Nos. 2,5,8,9,10,11,12,13,16,18 and 19, unless and until all or a portion of such areas is enclosed and finished by Airline, pursuant to Section 8.01(b), or otherwise, for exclusive use by Airline;

(iii) the ramp driveways associated with the Satellite Concourse Building shown on Drawing Nos. 3,10 and 11; and

(iv) all other areas of Terminal Building No. 1 and the Satellite Concourse Building (shown on Drawing Nos. 1-17, inclusive) not deemed to be Exclusive Use Premises in the completed structure.

(d) City and Airline agree that Airline may elect to fund the cost of all or any part of the design, construction and equipping of Terminal Building No. 1 and its associated Satellite Concourse Building (inclusing "UA Expansion/Improvement Areas", and tenant

improvements and equipment necessary for Airline to conduct an Air Transportation Business), through the issuance of Special Facility Revenue Bonds for which Airline has the unconditional obligation to make debt service payments. Upon request of Airline, City agrees to issue such bonds in an amount sufficient to cover the costs thereof and to enter into with Airline a Special Facility Financing Arrangement, having provisions identical or substantially similar to those provisions in the Special Facility Use Agreement dated as of August 1, 1982 between City and Delta Air Lines, Inc., governing (i) the City's obligation to issue bonds, and Airline's right to approve such bonds, (ii) the design and construction supervision by Airline, including "fast track" construction procedures, (iii) the reimbursement to Airline for cost of "Common Improvements", as defined therein, (iv) in the refinancing of cost of Public Use Premises and Aircraft Parking Areas, and (v) credits to Airline pursuant to Section 5.03 (b) and Section 5.06 (c) of the Agreement to which this Exhibit J-2 is attached.

(e) (i) In addition to the premises described in Paragraph (a) above, Airline's Phase III Exclusive Use Premises includes as Additional Footage, for the sole purpose of providing Airline with premises and facilities necessary to accommodate the operations of Braniff, Inc., the following premises in Terminal Building No. 2:

(1) an aggregate of approximately 545 square feet of space located on the second floor of Terminal Building No. 2, as depicted on Drawing No. 20 of this Exhibit J-2; and

(2) an aggregate of approximately 3,215 square feet of space and 450 square feet of joint use cart drive located on the first floor of Terminal Building No. 2, as depicted on Drawing No. 21 of this Exhibit J-2.

(ii) City and Airline agree that if the premises described in (e)(i) above are required to accommodate the operations of Braniff, Inc., the square footage with respect to the premises described under Paragraph (e)(i) above of this Exhibit J-2 will be included in Airline's totals of Phase III Exclusive Use Premises and of Additional Footage, set forth in Paragraph (a) above of this Exhibit J-2 for the term of this Agreement.

(iii) City and Airline agree that, in the event any or all of the premises described under Paragraph (e)(i) above of this Exhibit J-2 are no longer required by Airline in order to accommodate the operations of Braniff, Airline agrees, upon request of City, to release back said premises to City, and City agrees to deduct the square footage of said released premises from Airline's totals of Phase III Exclusive Use Premises and of Additional Footage.

(f) City and Airline agree that, in order to provide a safe, orderly and efficient flow of aircraft movements on the ground in and around Terminal Building No. 1 and its associated Satellite Concourse Building, (i) the aircraft parking limit line on the northwest side of Concourse Building E shall not exceed two hundred (200) feet measured perpendicularly outward from the northwest face of Concourse Building E, and (ii) except for extraordinary circumstances, aircraft movements on the taxi lanes between Terminal Building No. 1 and its associated Satellite Concourse Building shall be restricted to aircraft departing from or arriving at those Buildings.

(g) City and Airline agree that the provisions of the agreements set forth in Subparagraph (f) immediately above shall be specifically incorporated by City into the Airport rules and regulations governing Aircraft Operators at the Airport.

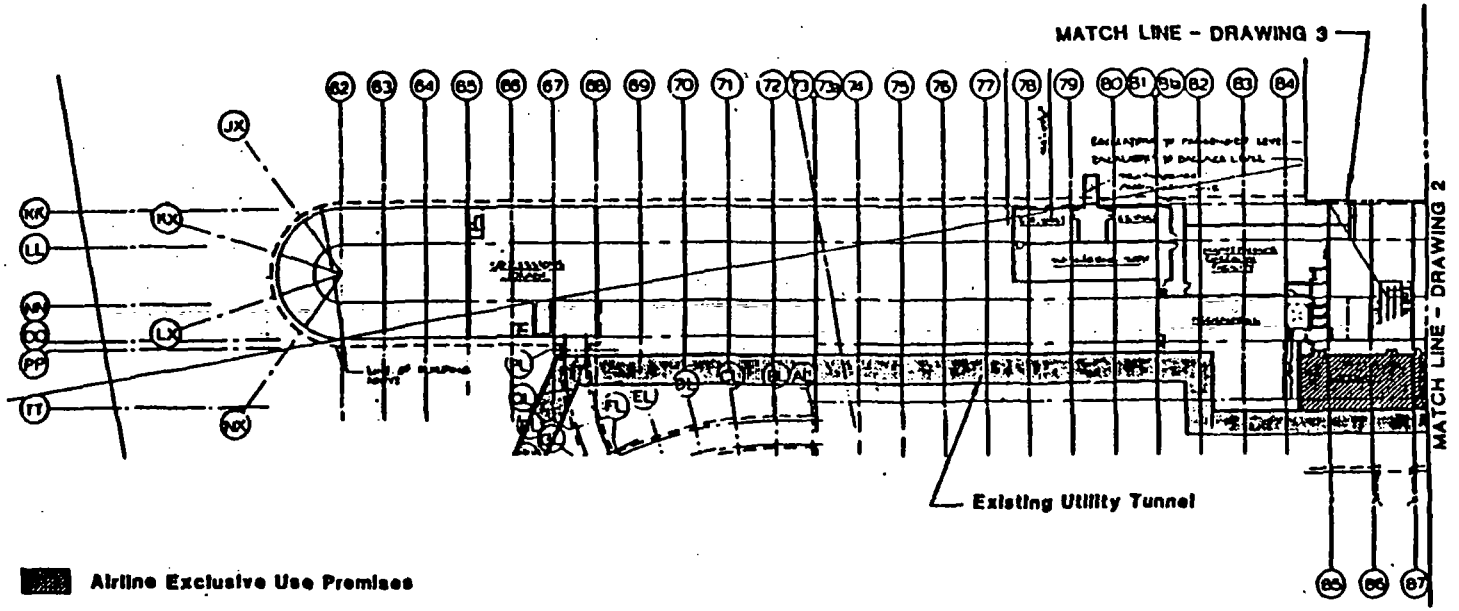
(h) City and Airline agree that if, as of the Date of Beneficial Occupancy of Airline's complete Phase III Exclusive Use Premises, Airline has constructed an extension of Terminal Building No. 1 encompassing the entire "UA Expansion/Improvement Area" shown on Drawing Nos. 18 and 19 of this Exhibit J-2, Airline will, as of said Date and upon written request from City to Airline, provide for Britt Airways, Inc. ("Britt") Exclusive Aircraft Parking Areas of three hundred twenty (320) lineal feet, as depicted in Drawing No. 4 of Exhibit K-2 to this Agreement, and associated passenger hold area, ticket area, outbound baggage area, baggage claim area and operations area, the location and configuration of such areas to be determined by Airline. Airline shall make said provisions for Britt through a non-assignable agreement between Airline and Britt, the term of which shall become effective not more than thirty (30) days following the Date of Beneficial Occupancy of Airline's complete Phase III Exclusive Use Premises, and which shall provide for reasonable rates and charges, to be agreed upon by Airline and Britt, by which Airline will be reasonably compensated for Airline's Terminal Area Rental, Terminal Area Use Charges, and capital costs (attributable to the facilities subleased to Britt).

(i) City and Airline agree that, in the event the terminal and aircraft parking areas described in Subparagraph (h) above are constructed and are not provided to Britt, or are later vacated by Britt, Airline shall be under no further obligation with respect to such areas regarding the accommodation of others, and said areas shall remain, or be leased from City to Airline to again be, part of the Exclusive Use Premises of Airline pursuant to and for the term of this Agreement.

(j) City and Airline further agree that if, on the Date of Beneficial Occupancy of Airline's complete Phase III Exclusive Use Premises, Airline has not elected to construct an extension of Terminal Building No. 1 in the "UA Expansion/Improvement Area" shown on Drawing Nos. 18 and 19 of this Exhibit J-2, or if construction is accomplished that does not include the Airline Exclusive Use Premises depicted in Drawing No. 18-19 of this Exhibit J-2, City may construct hold area and operation area space in the terminal area depicted in Drawing No. 18-19 of this Exhibit J-2, including the construction of a means of connection that permits direct and covered ingress and

egress between such hold area and the north end of Terminal Building No. 1, and Airline agrees to release the aircraft parking area shown in Drawing No. 4 of Exhibit K-2 to this Agreement so that City may lease such hold area and operations area, together with such aircraft parking area. City covenants that the construction and leasing of such areas shall not interfere with Airline's use and enjoyment of Terminal Building No. 1 and its associated Aircraft Parking Area.

TERMINAL		SATELLITE B/C	
Upper Level	91,397	Upper Level	103,723
Lower Level	87,283	Lower Level	8,840
Basement	8,320	Basement	10,500
Sub-Total Terminal	187,000	Sub-Total Satellite B/C	123,061
PEDESTRIAN TUNNEL/BAG ROOM		Total	525,184
Basement	215,121	Existing Footage	310,947
		Additional Footage	214,237



TERMINAL 1 BASEMENT / SOUTH — DRAWING 1

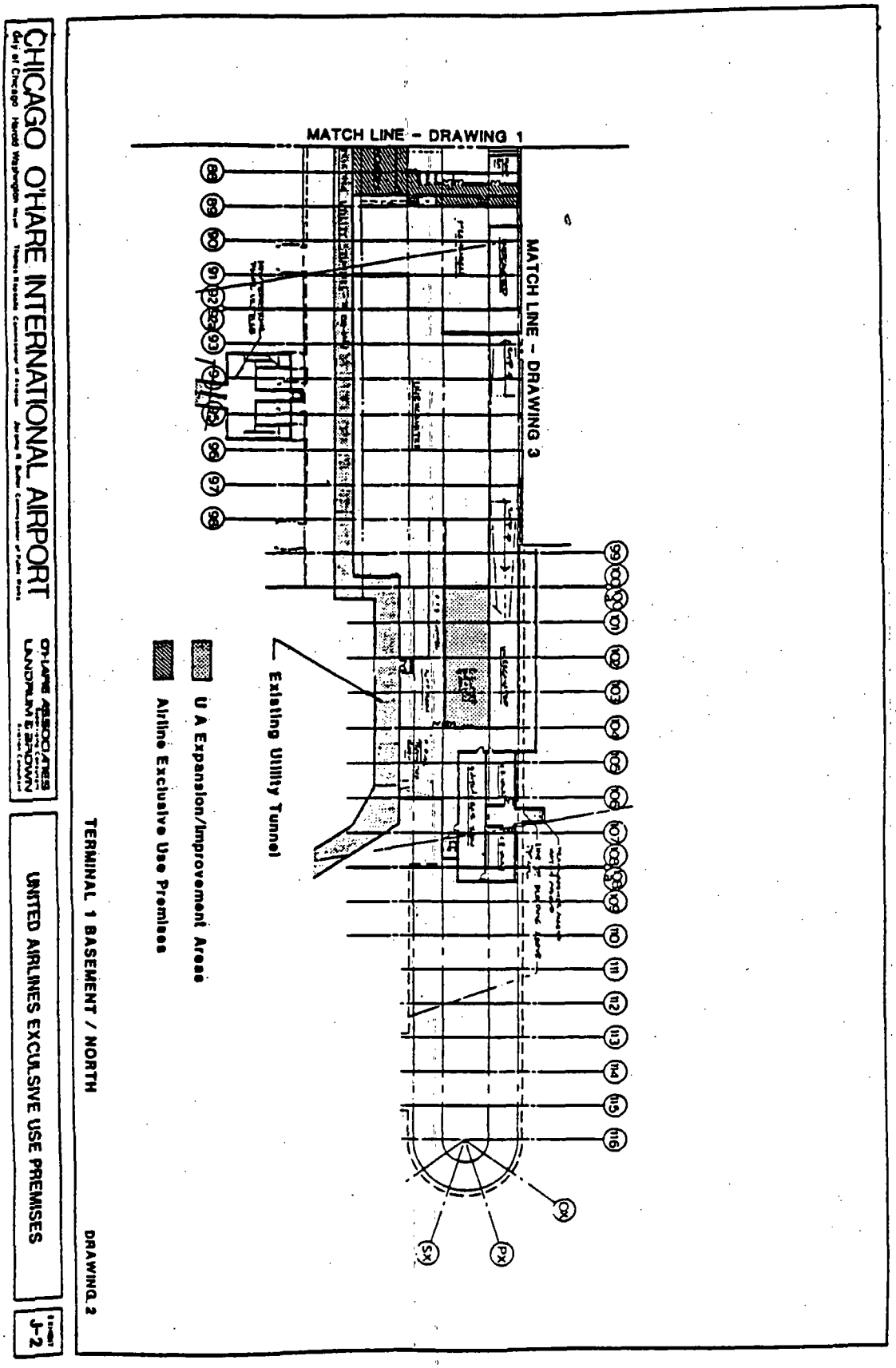
CHICAGO O'HARE INTERNATIONAL AIRPORT

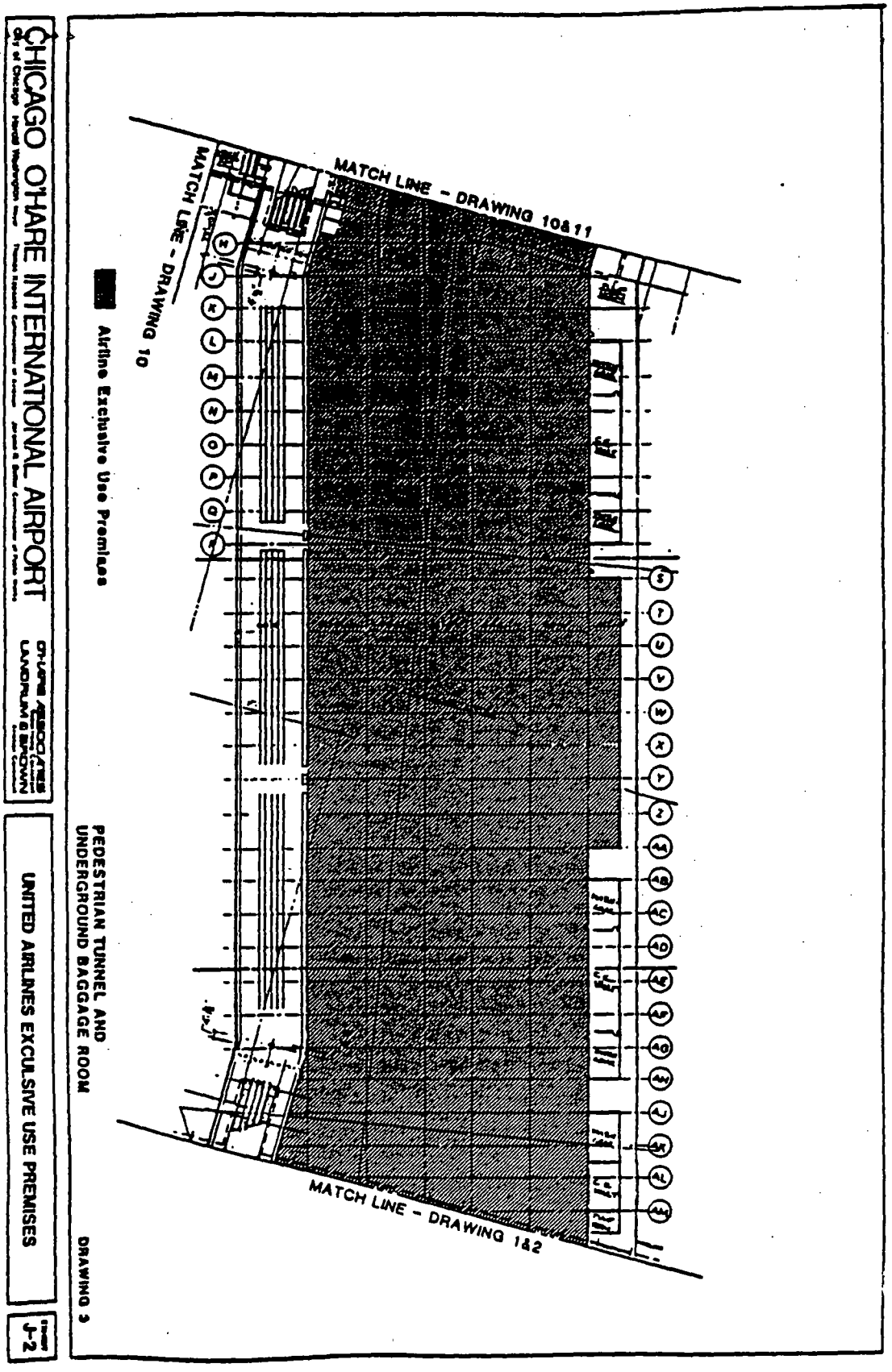
City of Chicago Harold Washington Mayor — Thomas Rapacki Commissioner of Aviation — Jerome R. Butler Commissioner of Public Works

C.F. MURPHY ASSOCIATES / LANDRUM & BROWN

UNITED AIRLINES EXCULSIVE USE PREMISES

EXHIBIT J-2


MATCH LINE - DRAWING 1
MATCH LINE - DRAWING 3
Existing Utility Tunnel
U A Expansion/Improvement Areas
Airline Exclusive Use Premises
TERMINAL 1 BASEMENT / NORTH
DRAWING 2
CHICAGO O'HARE INTERNATIONAL AIRPORT
UNITED AIRLINES EXCLUSIVE USE PREMISES
J-2


CHICAGO O'HARE INTERNATIONAL AIRPORT
UNITED AIRLINES EXCLUSIVE USE PREMISES
J-2
MATCH LINE - DRAWING 10&11
MATCH LINE - DRAWING 10
Airline Exclusive Use Premises
PEDESTRIAN TUNNEL AND UNDERGROUND BAGGAGE ROOM
MATCH LINE - DRAWING 1&2
DRAWING 9

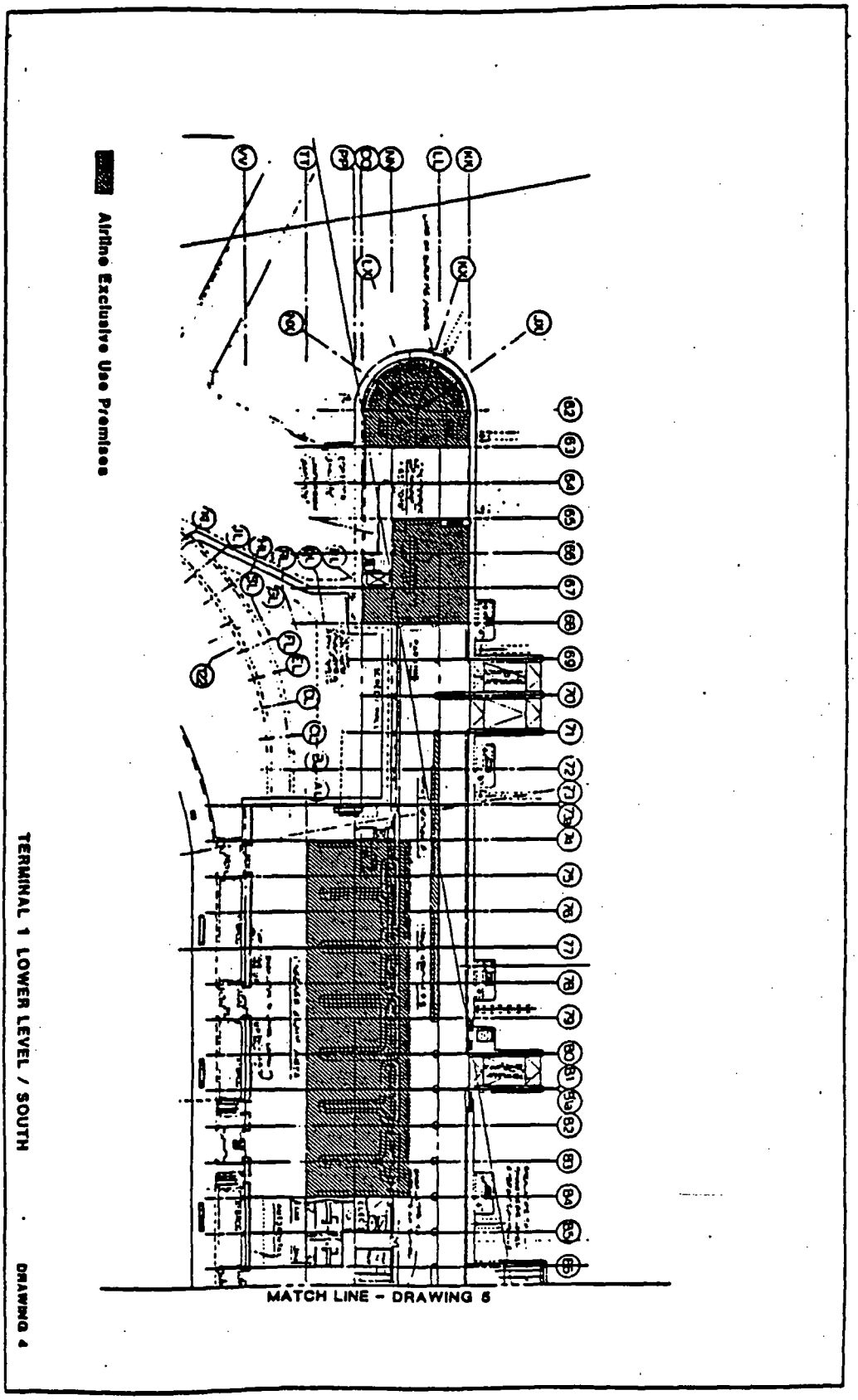
CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Harold Washington Mayor — Department of Aviation Commissioner — Deputy Commissioner of Planning — Director of Planning

OHARE ASSOCIATES
LANDRUM & BROWN

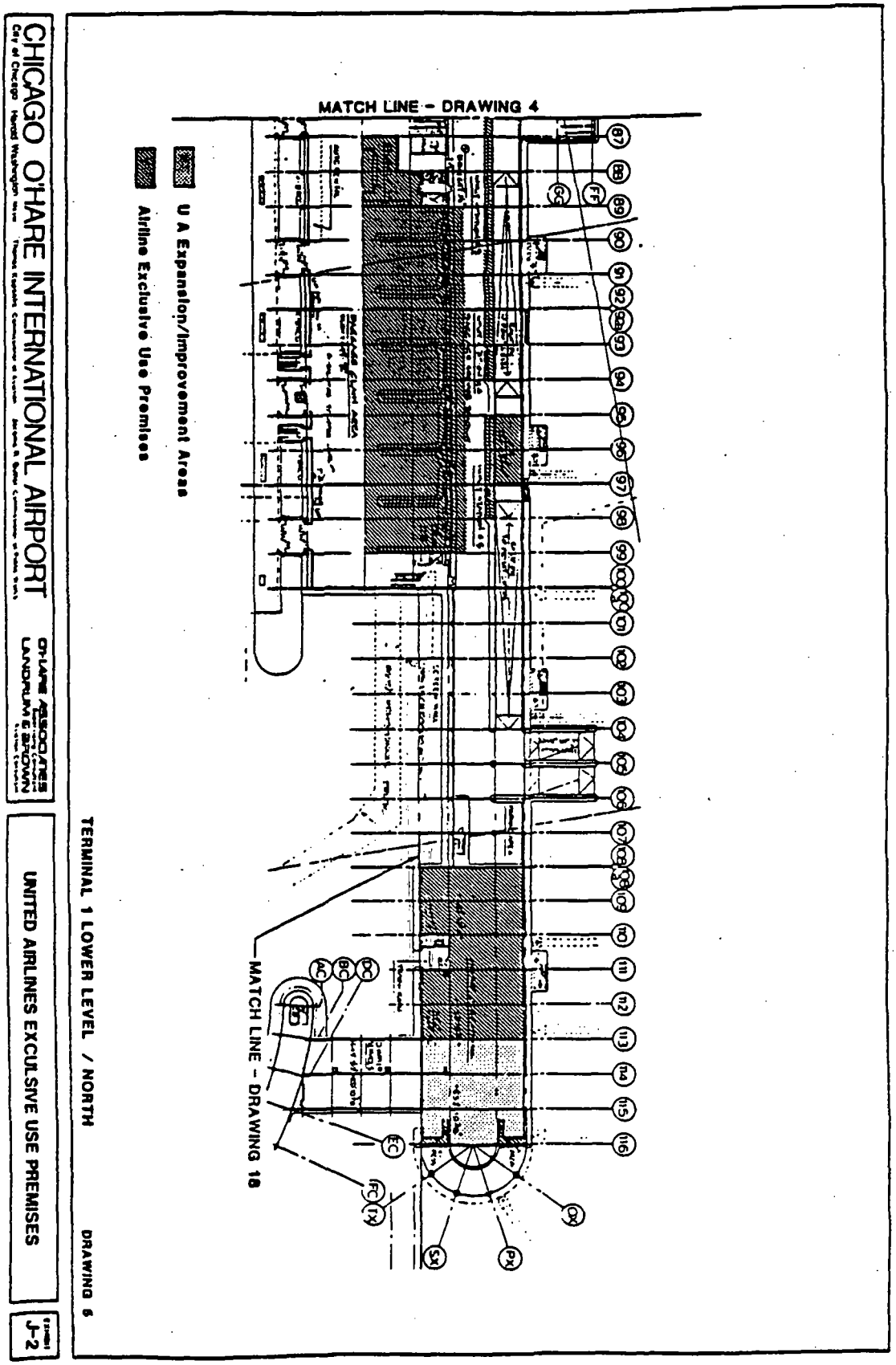
UNITED AIRLINES EXCLUSIVE USE PREMISES

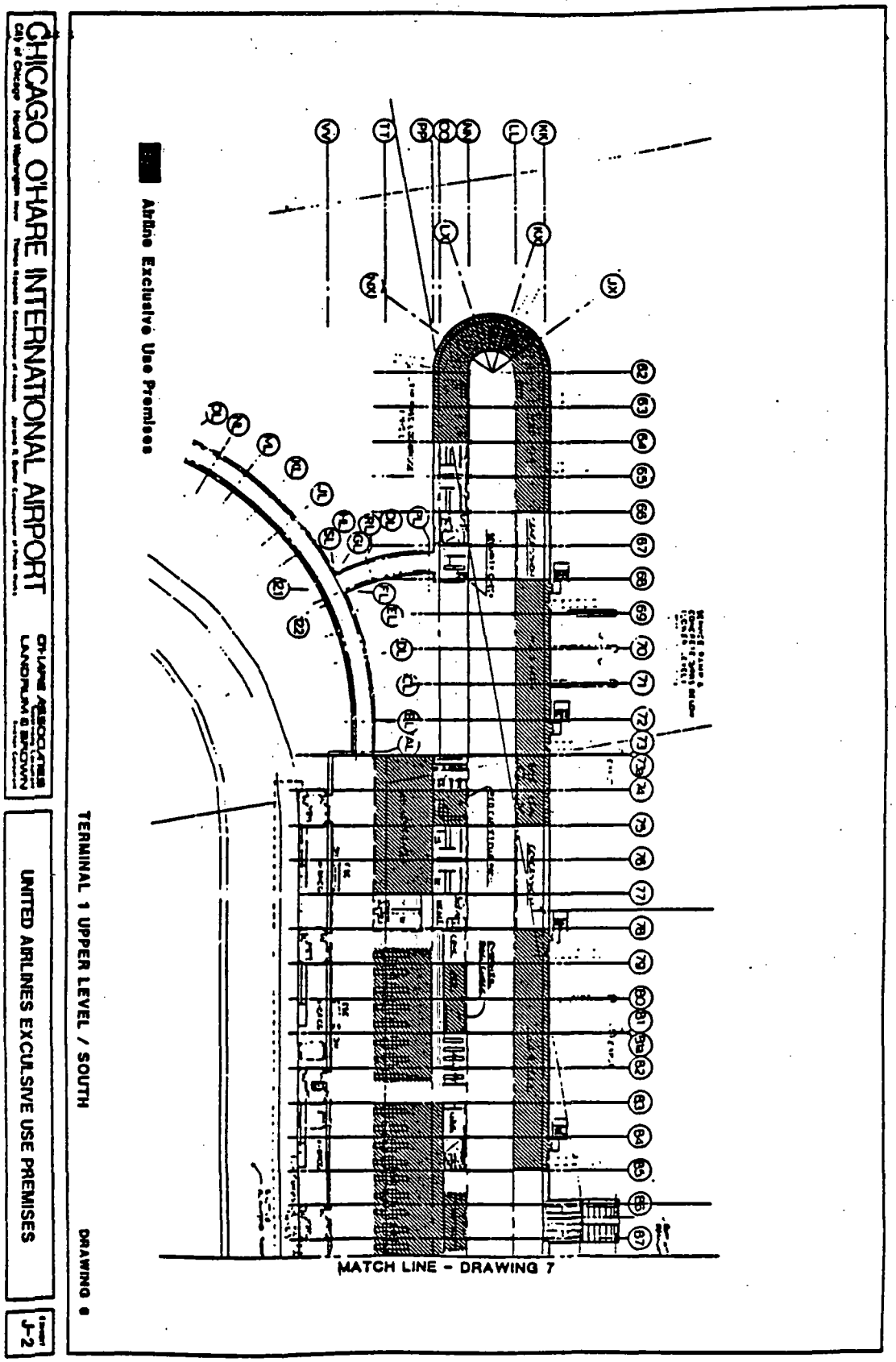
Exhibit J-2

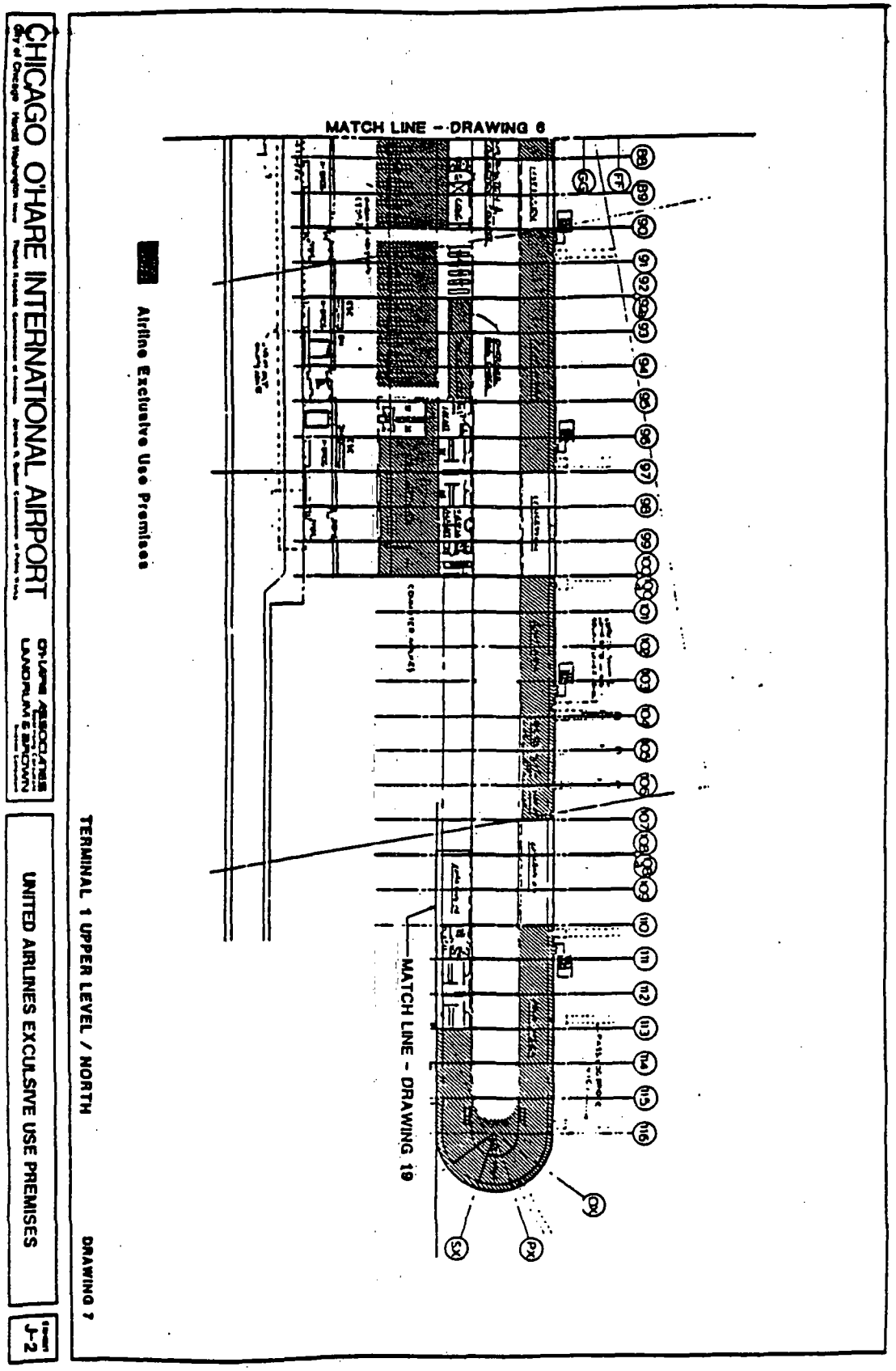


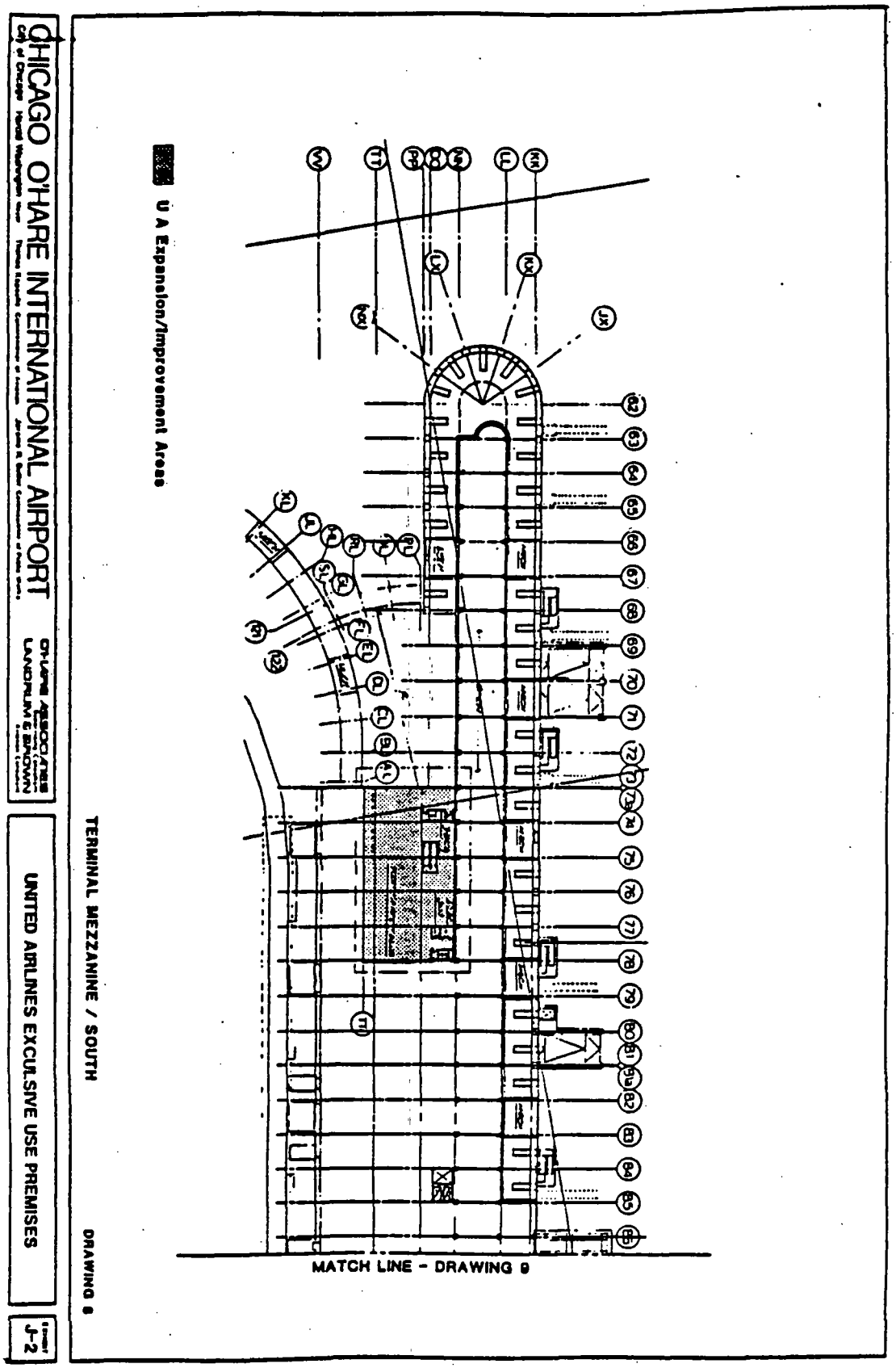
TERMINAL 1 LOWER LEVEL / SOUTH

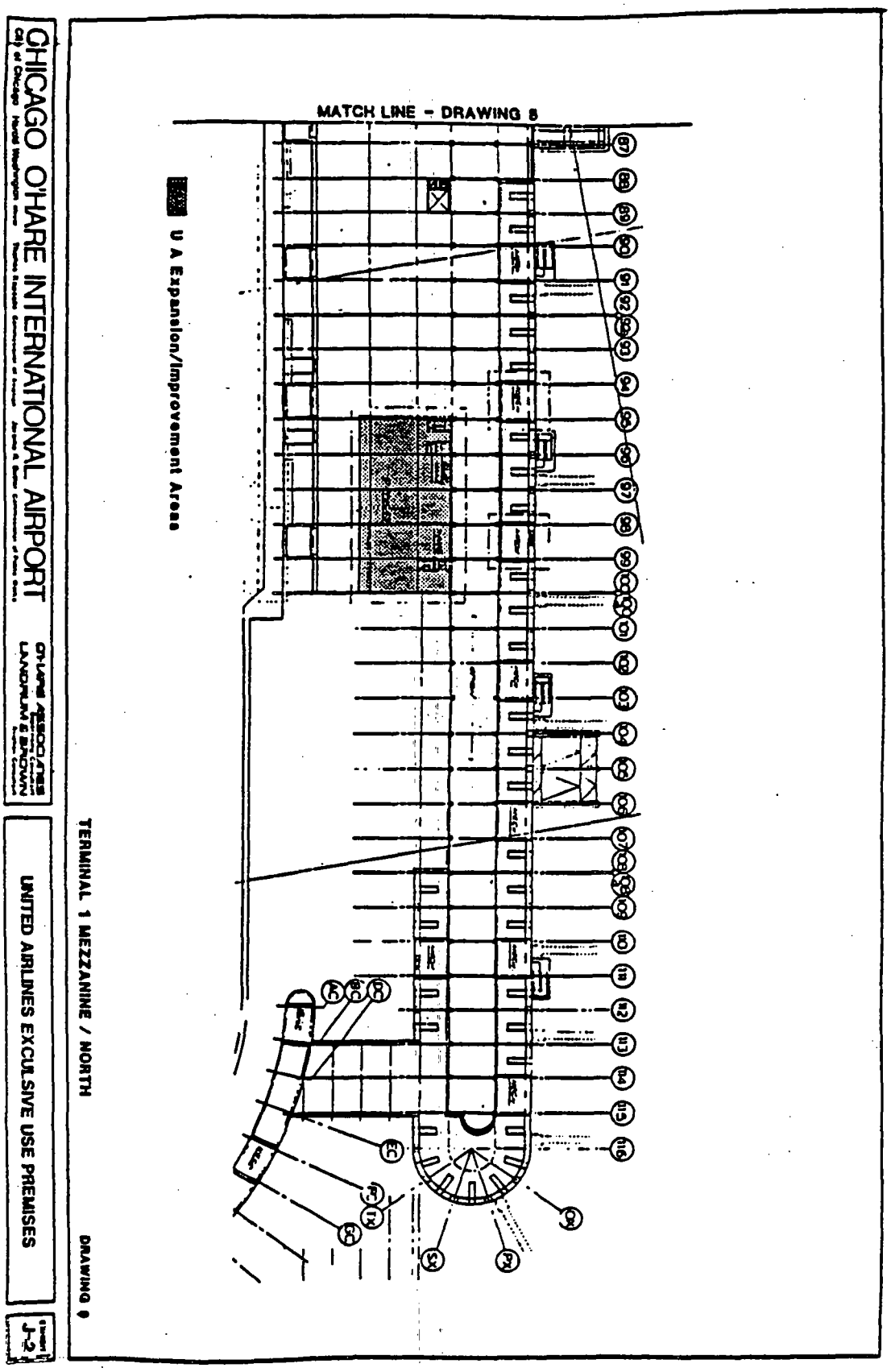
DRAWING 4

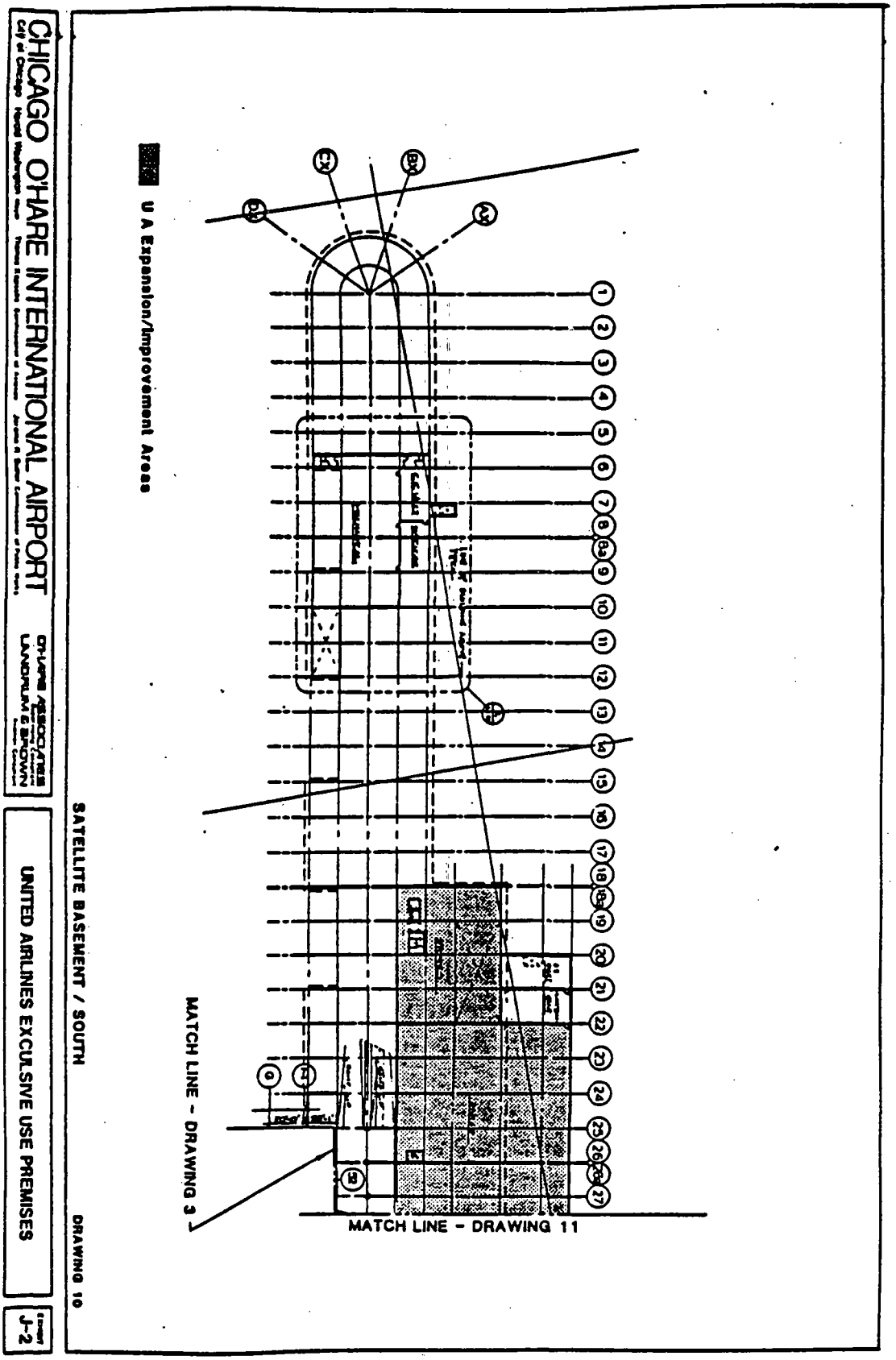

MATCH LINE – DRAWING 4
U A Expansion/Improvement Areas
Airline Exclusive Use Premises
MATCH LINE – DRAWING 18
TERMINAL 1 LOWER LEVEL / NORTH
DRAWING 6
CHICAGO O'HARE INTERNATIONAL AIRPORT
UNITED AIRLINES EXCLUSIVE USE PREMISES
J-2

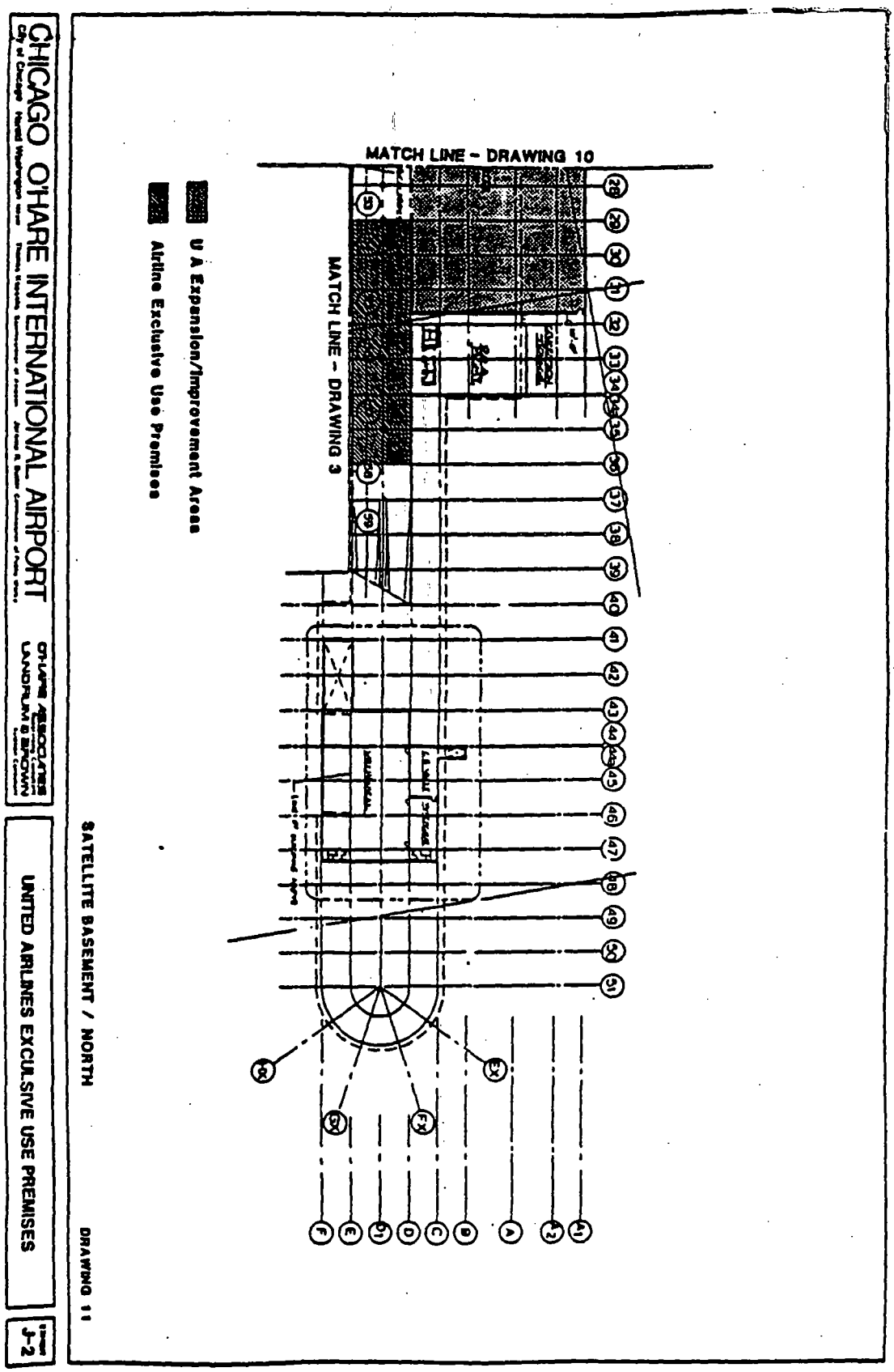

CHICAGO O'HARE INTERNATIONAL AIRPORT
UNITED AIRLINES EXCLUSIVE USE PREMISES
TERMINAL 1 UPPER LEVEL / SOUTH
DRAWING 6
J-2
Airline Exclusive Use Premises
MATCH LINE - DRAWING 7

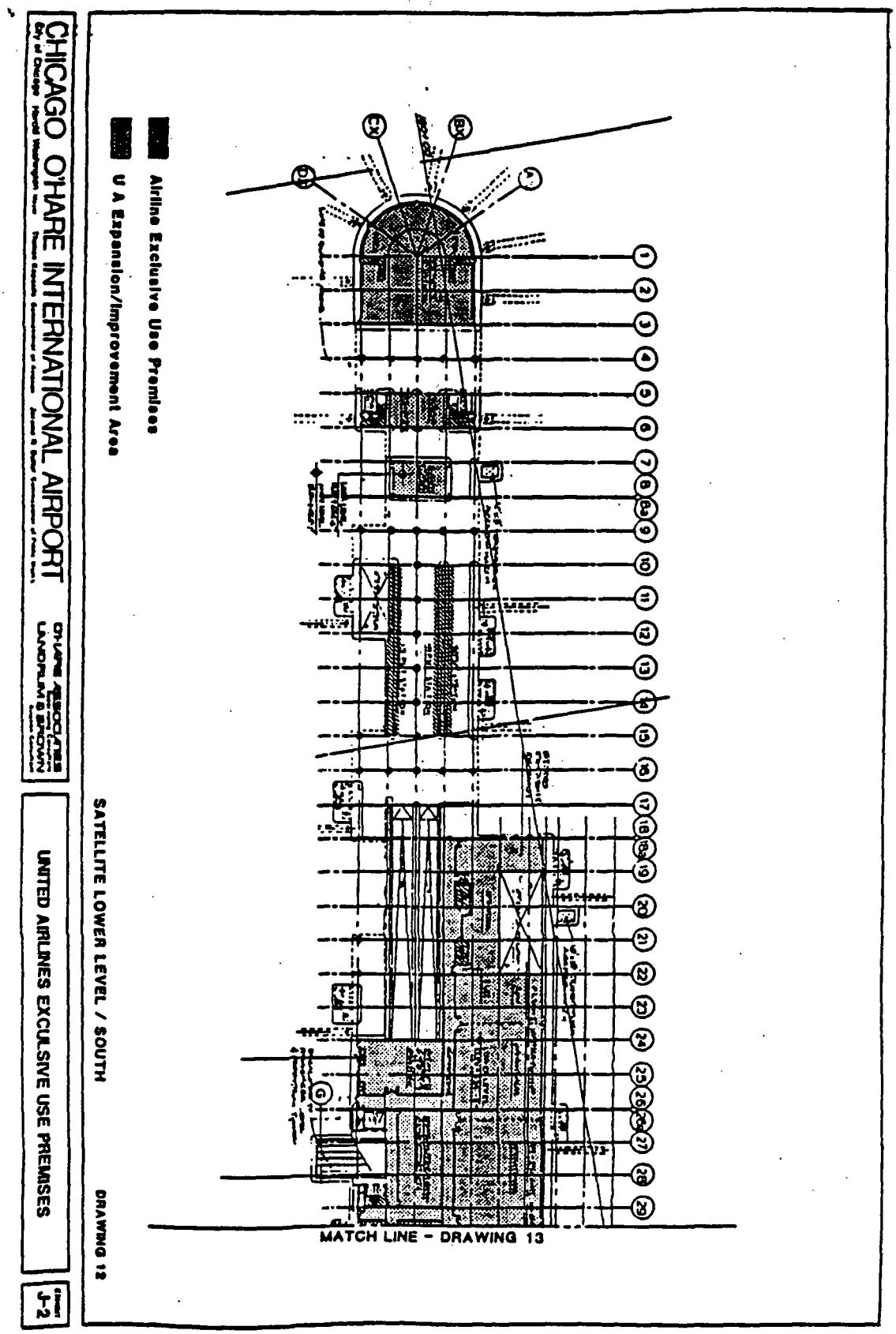

CHICAGO O'HARE INTERNATIONAL AIRPORT
UNITED AIRLINES EXCLSIVE USE PREMISES
J-2
Airline Exclusive Use Premises
MATCH LINE -- DRAWING 6
MATCH LINE - DRAWING 19
TERMINAL 1 UPPER LEVEL / NORTH
DRAWING 7

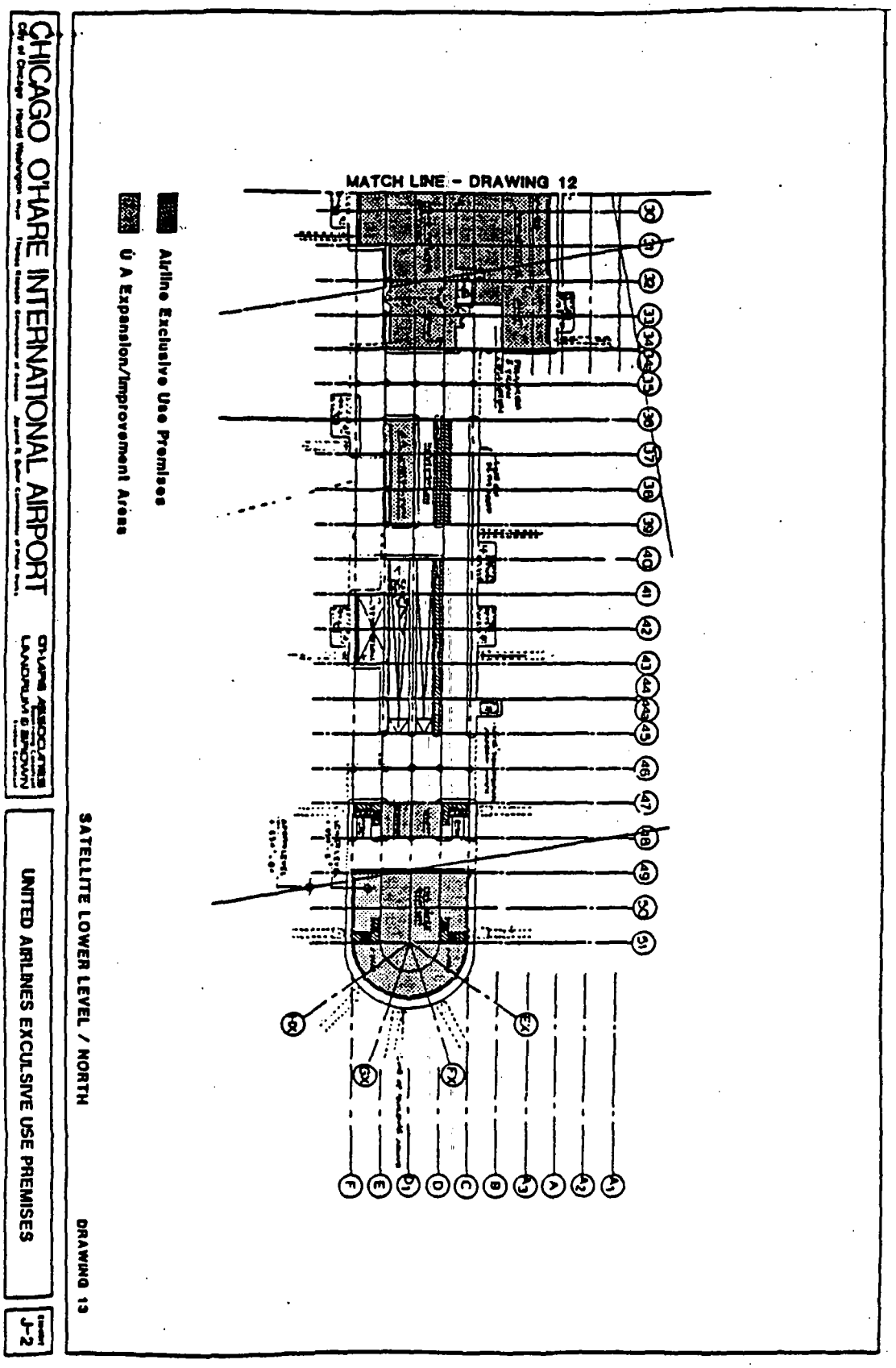

CHICAGO O'HARE INTERNATIONAL AIRPORT
UNITED AIRLINES EXCLUSIVE USE PREMISES
J-2
U A Expansion/Improvement Areas
TERMINAL MEZZANINE / SOUTH
DRAWING 8
MATCH LINE - DRAWING 9

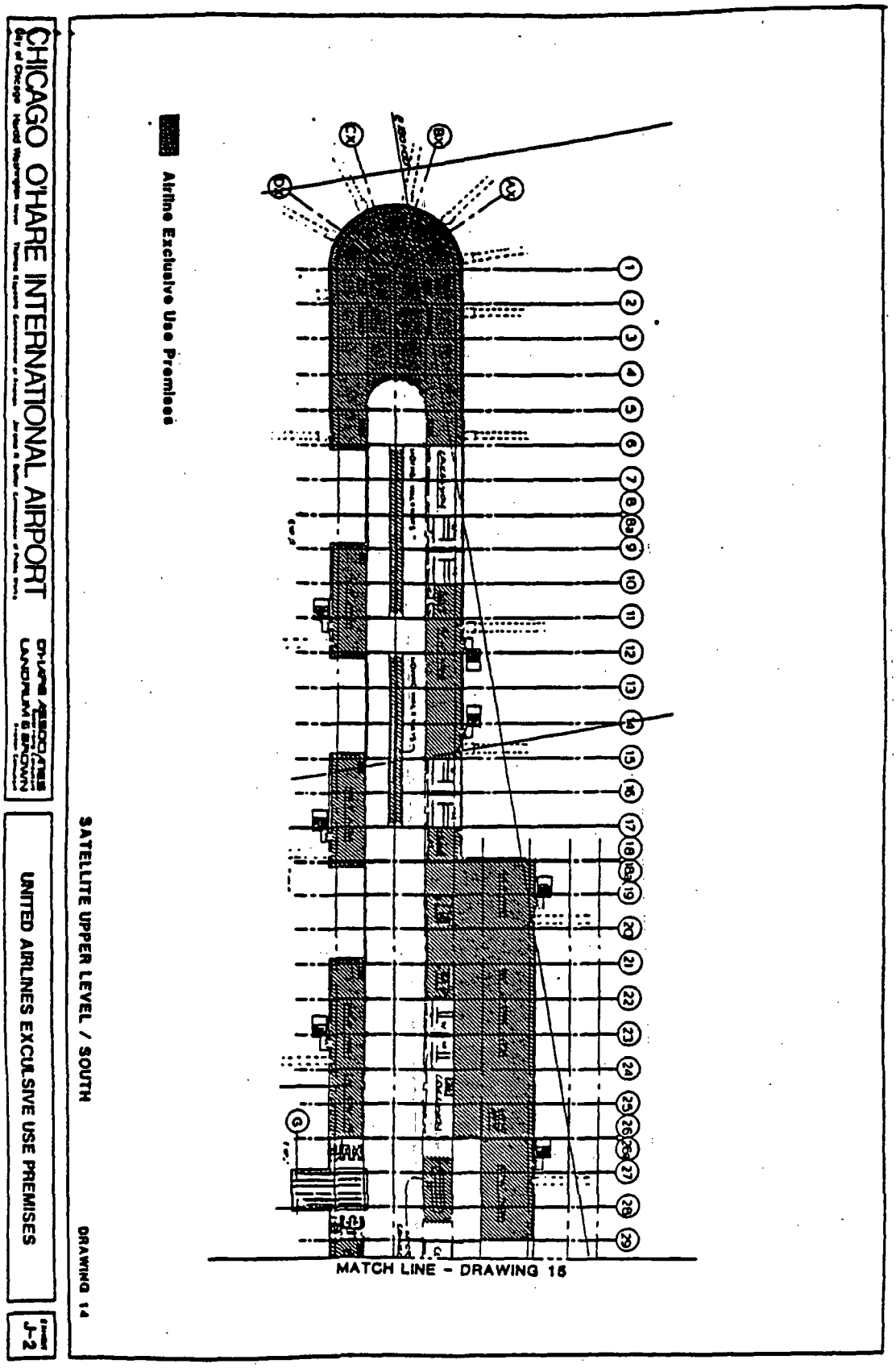

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
O'HARE ASSOCIATES
LANDRUM & BROWN
UNITED AIRLINES EXCLUSIVE USE PREMISES
J-2
TERMINAL 1 MEZZANINE / NORTH
DRAWING 9
MATCH LINE - DRAWING 8
U A Expansion/Improvement Areas

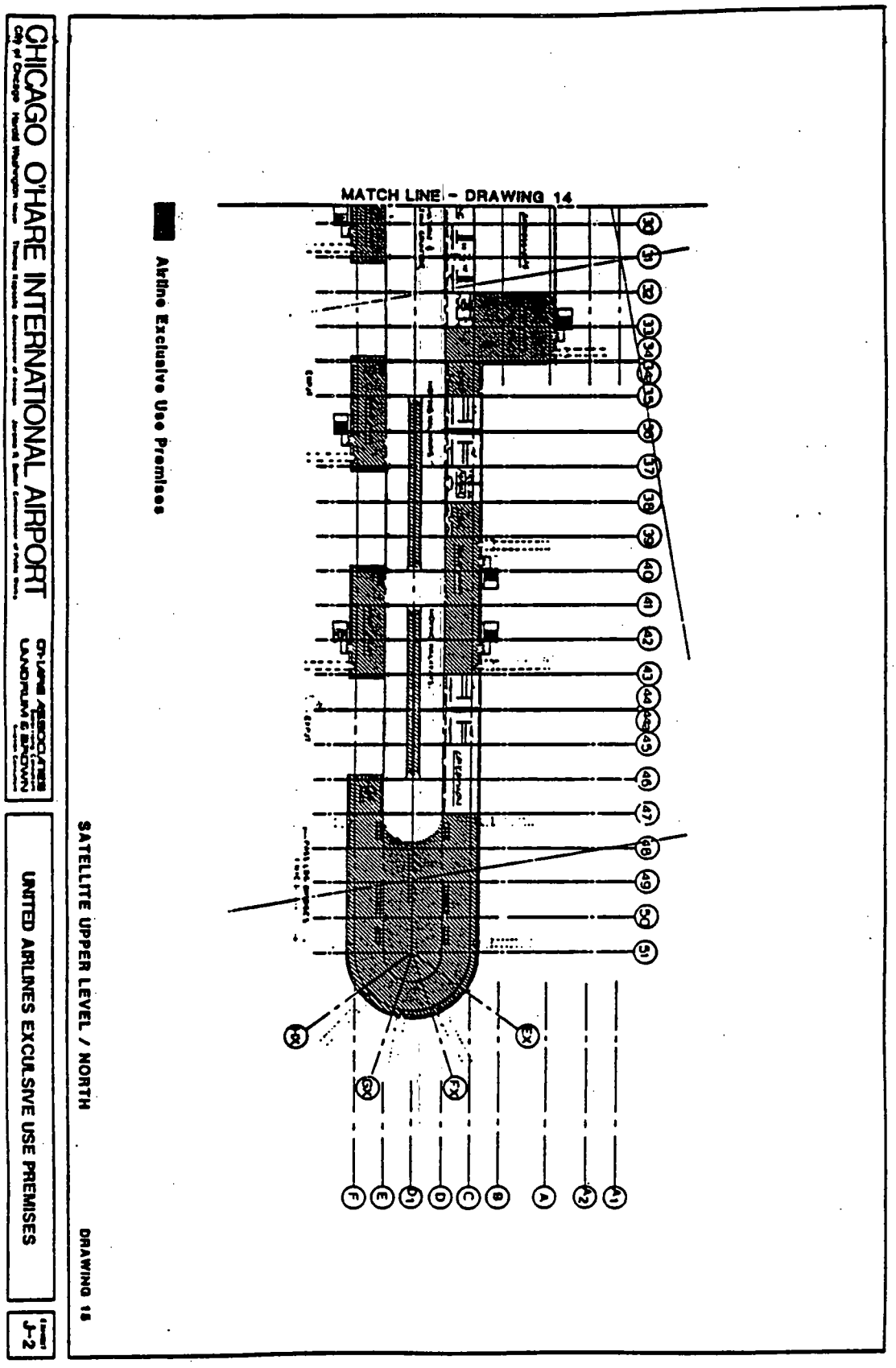

CHICAGO O'HARE INTERNATIONAL AIRPORT
UNITED AIRLINES EXCLUSIVE USE PREMISES
J-2
U A Expansion/Improvement Areas
SATELLITE BASEMENT / SOUTH
DRAWING 10
MATCH LINE - DRAWING 3
MATCH LINE - DRAWING 11

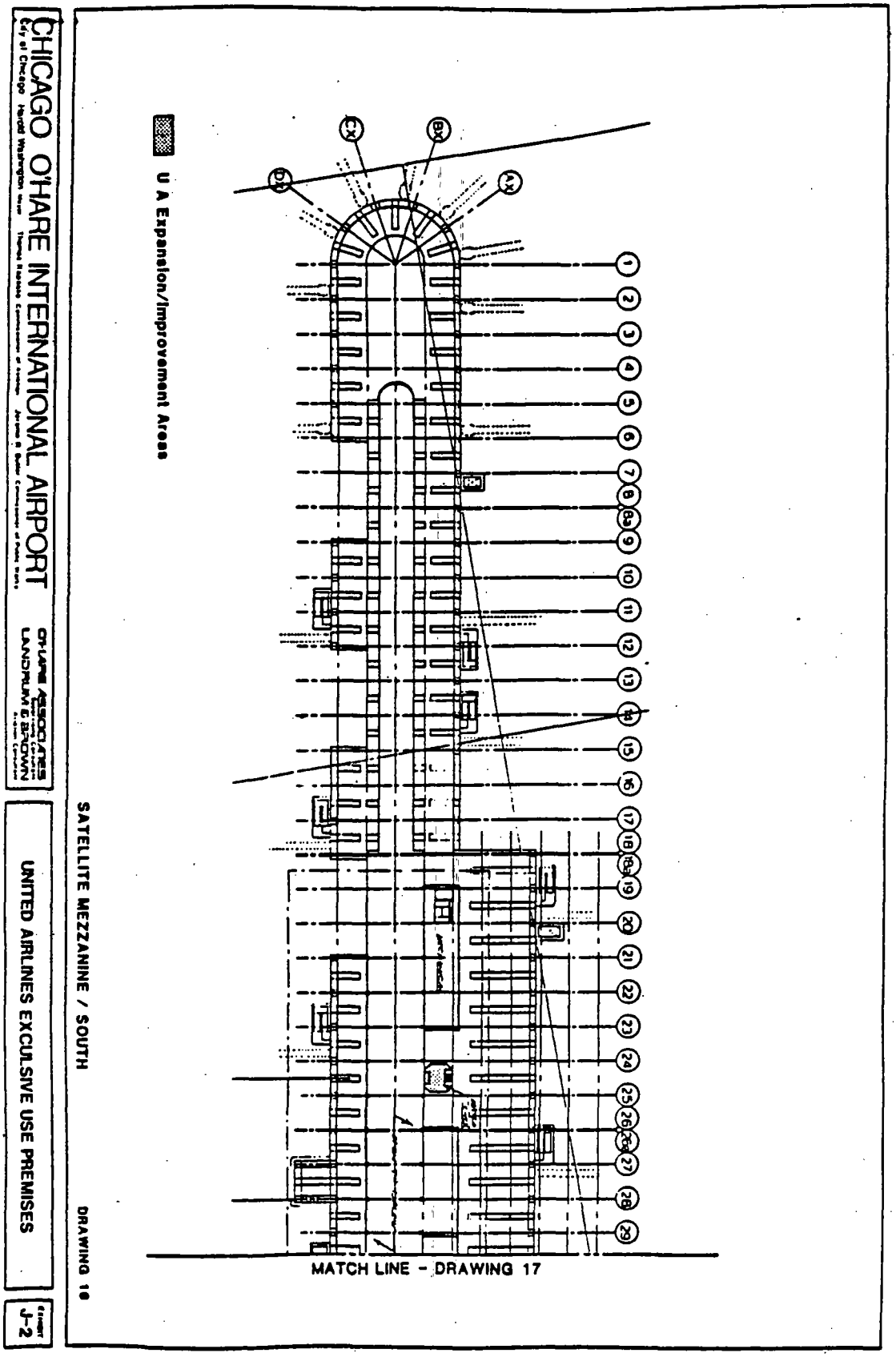

CHICAGO O'HARE INTERNATIONAL AIRPORT
UNITED AIRLINES EXCLUSIVE USE PREMISES
J-2
U A Expansion/Improvement Areas
Airline Exclusive Use Premises
MATCH LINE - DRAWING 10
MATCH LINE - DRAWING 3
SATELLITE BASEMENT / NORTH
DRAWING 11

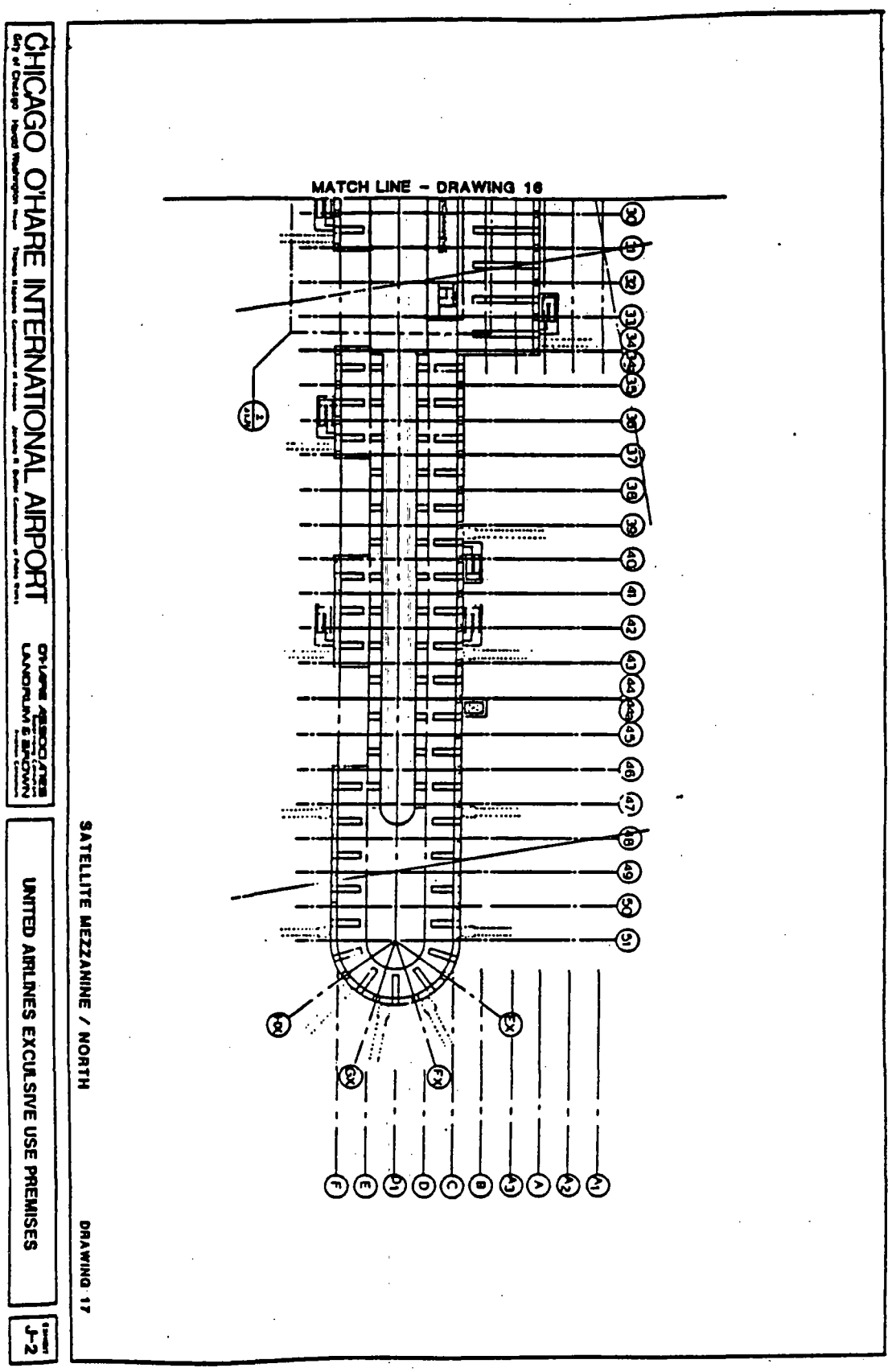

CHICAGO O'HARE INTERNATIONAL AIRPORT
Airline Exclusive Use Premises
U A Expansion/Improvement Area
SATELLITE LOWER LEVEL / SOUTH
DRAWING 12
MATCH LINE - DRAWING 13
UNITED AIRLINES EXCLUSIVE USE PREMISES
J-2

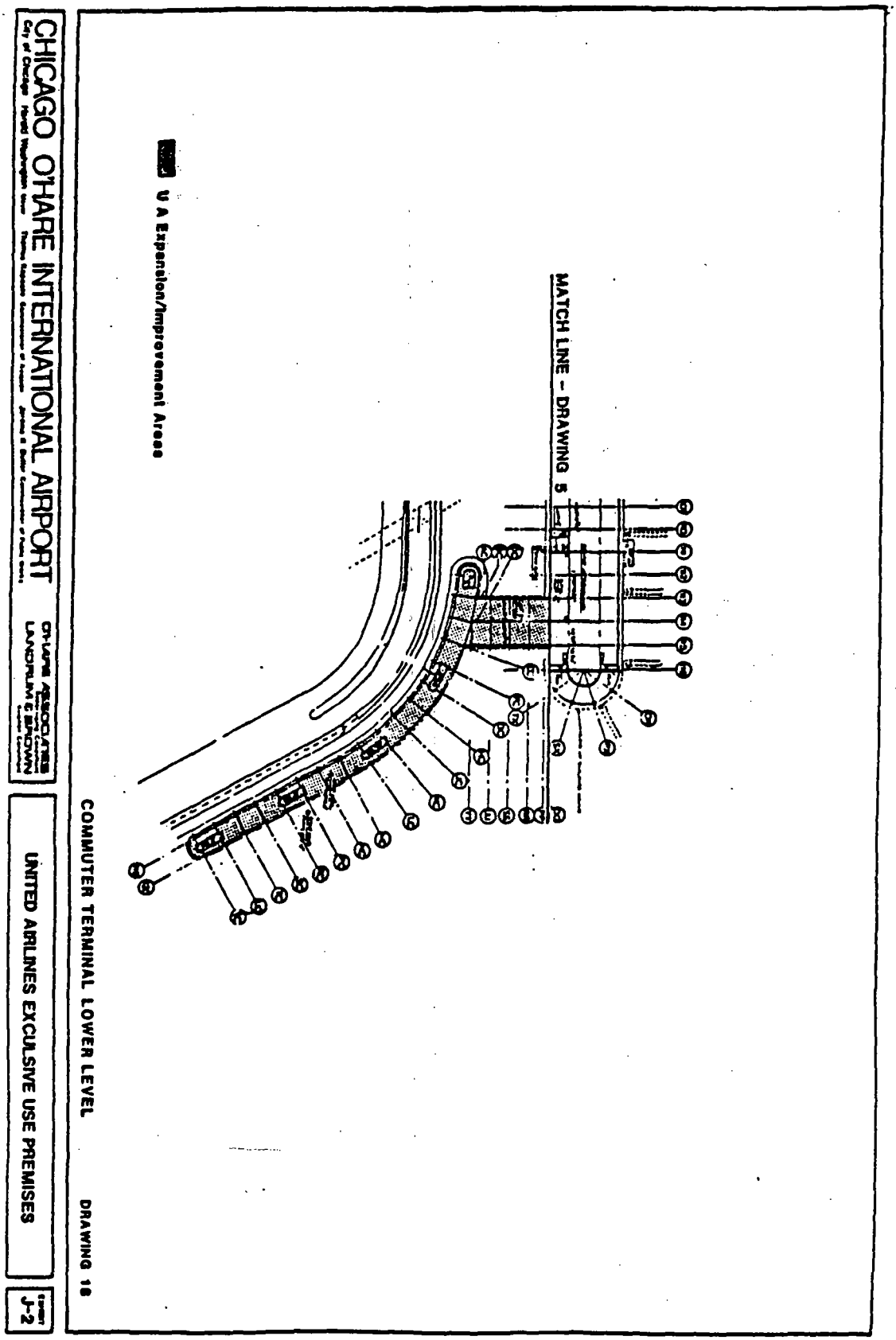

CHICAGO O'HARE INTERNATIONAL AIRPORT
UNITED AIRLINES EXCLUSIVE USE PREMISES
J-2
SATELLITE LOWER LEVEL / NORTH
DRAWING 13
Airline Exclusive Use Premises
A Expansion/Improvement Areas
MATCH LINE - DRAWING 12

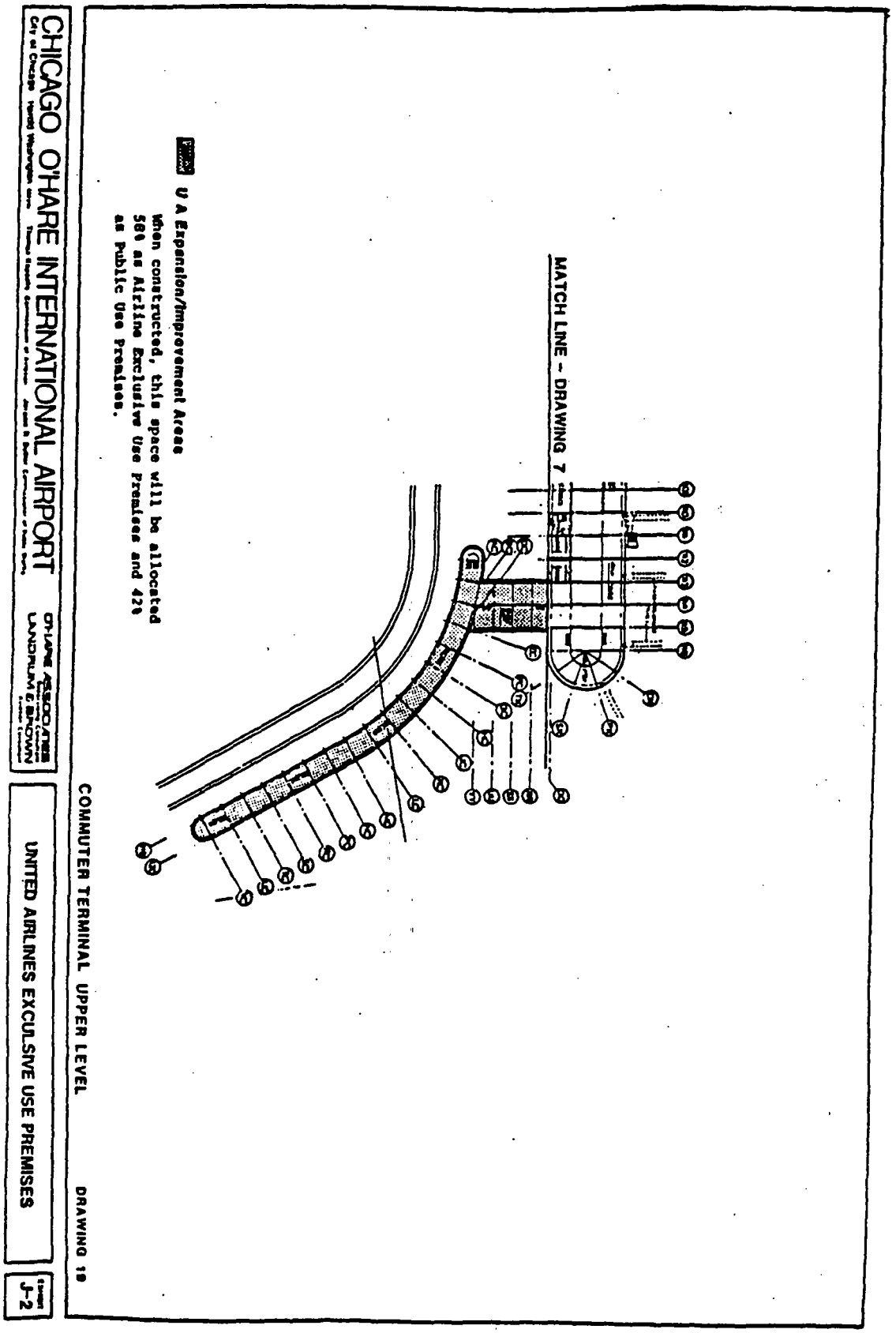

CHICAGO O'HARE INTERNATIONAL AIRPORT
UNITED AIRLINES EXCLUSIVE USE PREMISES
J-2
SATELLITE UPPER LEVEL / SOUTH
DRAWING 14
Airline Exclusive Use Premises
MATCH LINE - DRAWING 15

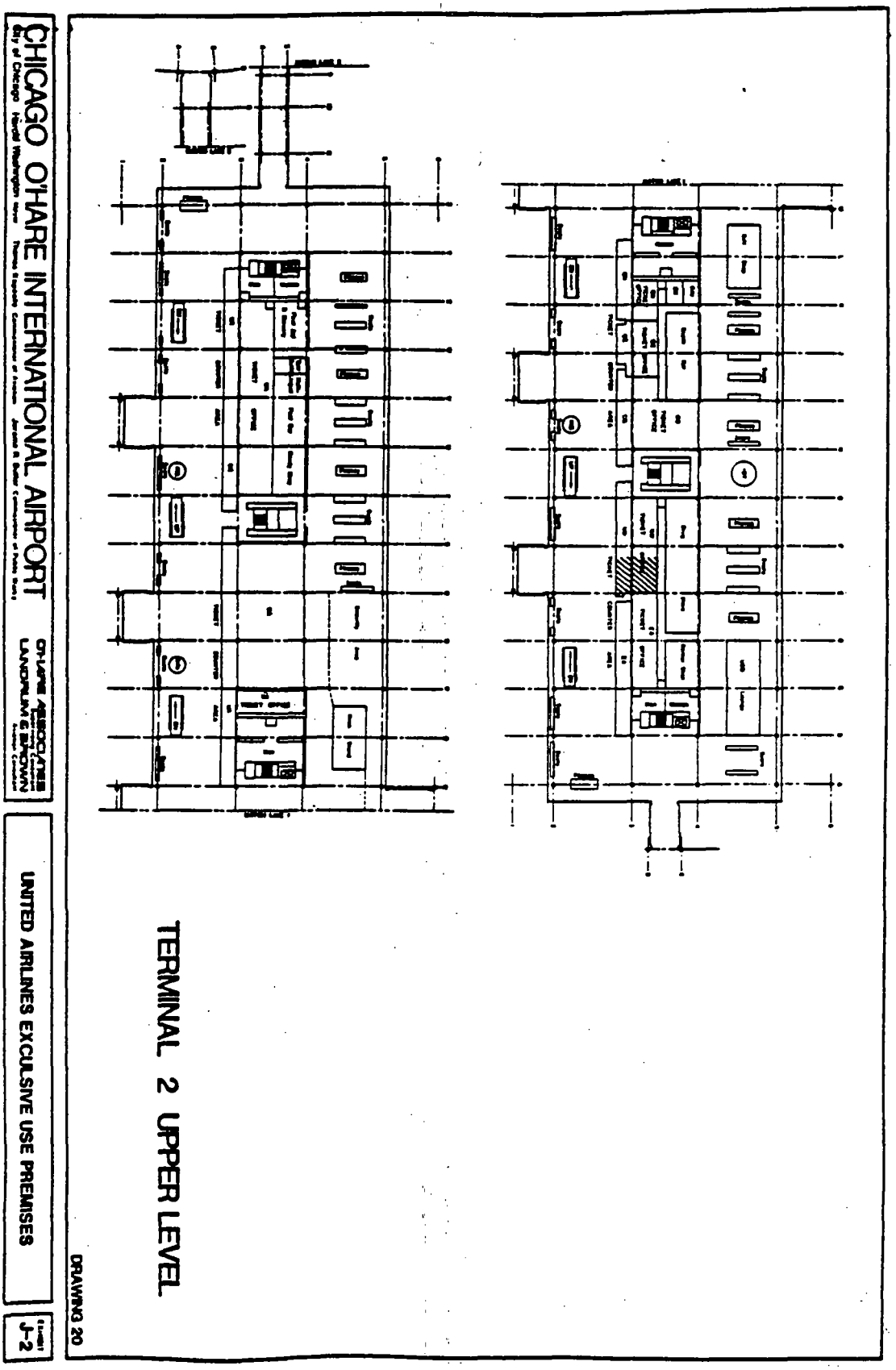

CHICAGO O'HARE INTERNATIONAL AIRPORT
UNITED AIRLINES EXCLUSIVE USE PREMISES
J-2
Airline Exclusive Use Premises
MATCH LINE - DRAWING 14
SATELLITE UPPER LEVEL / NORTH
DRAWING 15

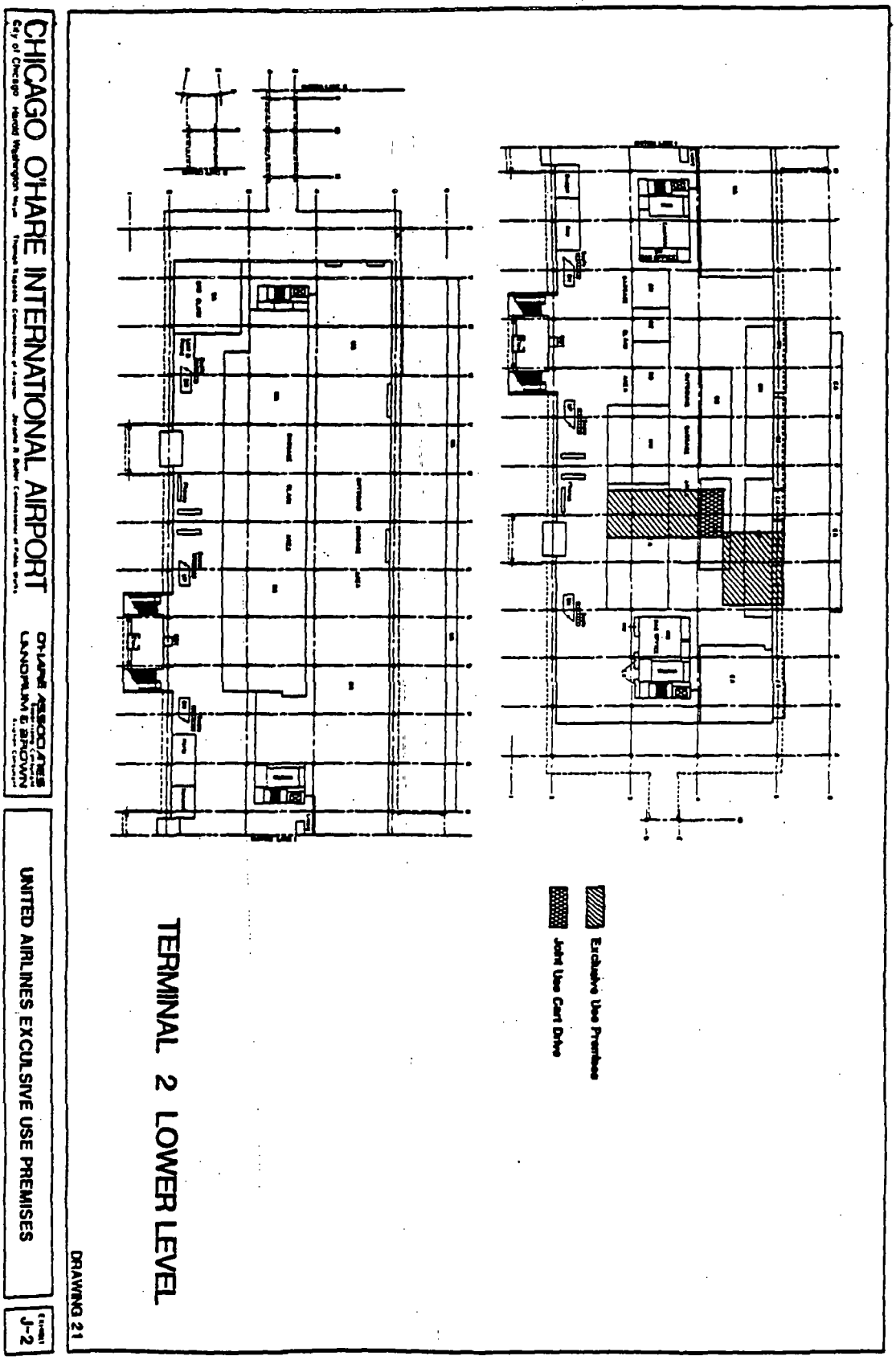

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Harold Washington Mayor
Thomas Hynes Commissioner of Aviation
Jerome D. Butler Commissioner of Public Works
O'HARE ASSOCIATES
LANDRUM & BROWN
U A Expansion/Improvement Areas
SATELLITE MEZZANINE / SOUTH
DRAWING 18
UNITED AIRLINES EXCLUSIVE USE PREMISES
Exhibit J-2
MATCH LINE - DRAWING 17

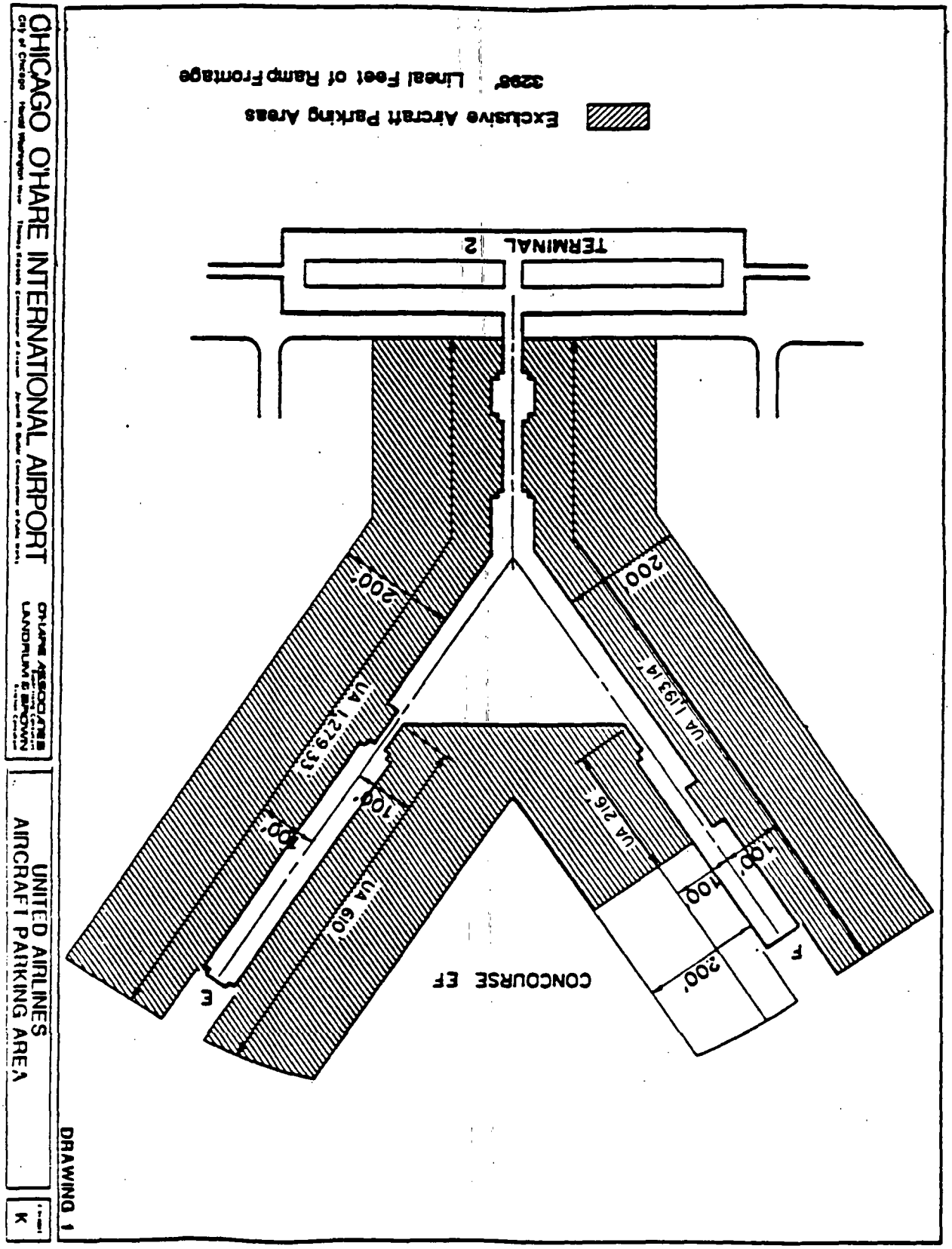

CHICAGO O'HARE INTERNATIONAL AIRPORT
UNITED AIRLINES EXCLUSIVE USE PREMISES
SATELLITE MEZZANINE / NORTH
DRAWING 17
J-2
MATCH LINE - DRAWING 16


CHICAGO O'HARE INTERNATIONAL AIRPORT
UNITED AIRLINES EXCLUSIVE USE PREMISES
EXHIBIT J-2
COMMUTER TERMINAL LOWER LEVEL
DRAWING 16
MATCH LINE - DRAWING 5
U A Expansion/Improvement Areas


MATCH LINE - DRAWING 7
U A Expansion/Improvement Areas
When constructed, this space will be allocated 50% as Airline Exclusive Use Premises and 42% as Public Use Premises.
CHICAGO O'HARE INTERNATIONAL AIRPORT
COMMUTER TERMINAL UPPER LEVEL
DRAWING 19
UNITED AIRLINES EXCLUSIVE USE PREMISES
J-2


CHICAGO O'HARE INTERNATIONAL AIRPORT
UNITED AIRLINES EXCLUSIVE USE PREMISES
J-2
TERMINAL 2 UPPER LEVEL
DRAWING 20


CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Harold Washington Mayor
O'HARE ASSOCIATES
LANDRUM & BROWN
UNITED AIRLINES EXCLSIVE USE PREMISES
J-2
TERMINAL 2 LOWER LEVEL
Exclusive Use Premises
Joint Use Cart Drive
DRAWING 21


CHICAGO O'HARE INTERNATIONAL AIRPORT
UNITED AIRLINES
AIRCRAFT PARKING AREA
DRAWING 1
K
Exclusive Aircraft Parking Areas
3298' Lineal Feet of Ramp Frontage
TERMINAL 2
CONCOURSE EF
E
F
200'
UA 1279 33
UA 1193 14
UA 216'
UA 60'
100'

CHICAGO O'HARE INTERNATIONAL AIRPORT

UNITED AIRLINES AIRCRAFT PARKING AREA

DRAWING 2

K

Exclusive Aircraft Parking Area

540 Lineal Feet of Ramp Frontage

CONCOURSE G

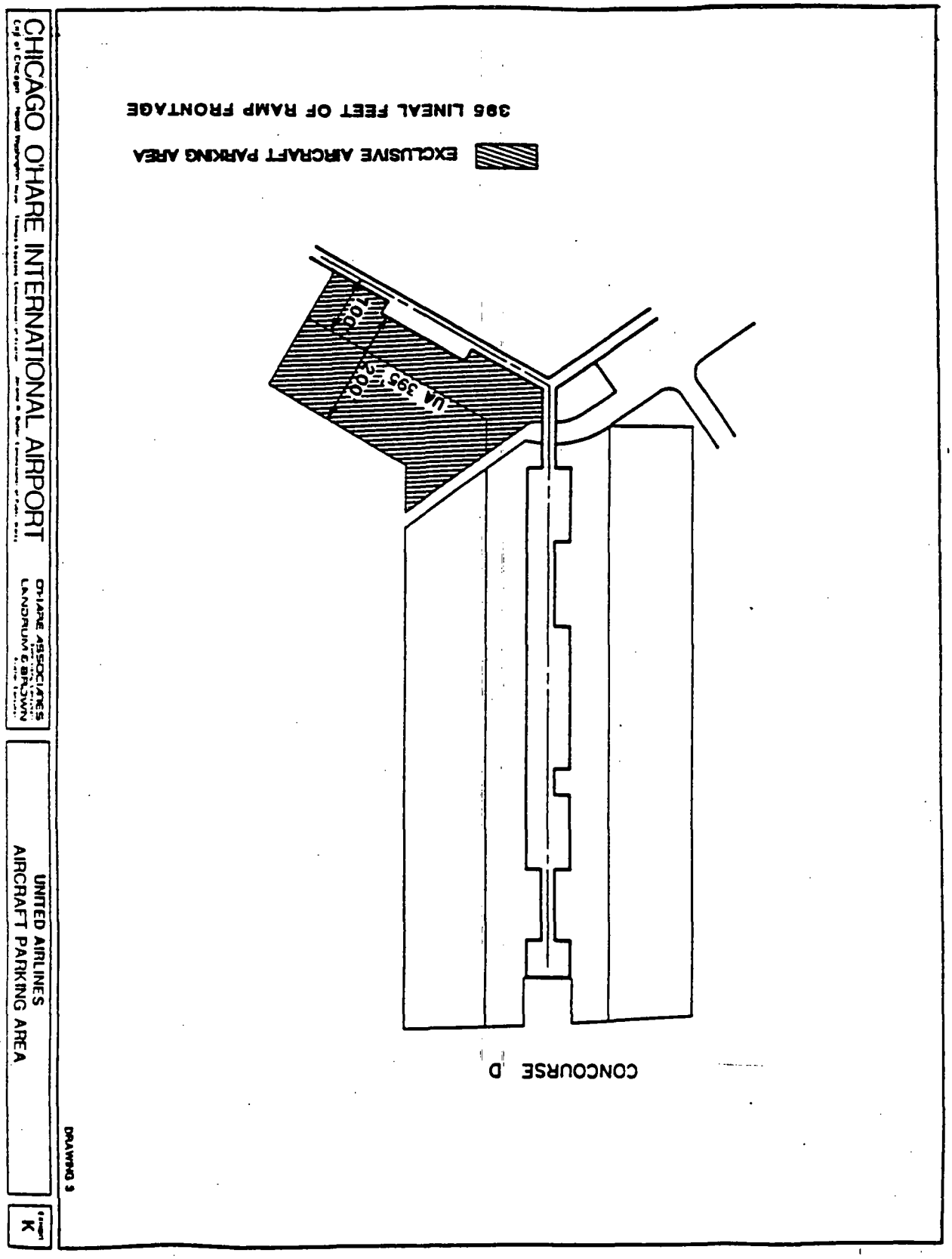

CHICAGO O'HARE INTERNATIONAL AIRPORT
O'HARE ASSOCIATES
LANDRUM & BROWN
UNITED AIRLINES
AIRCRAFT PARKING AREA
K
DRAWING 9
EXCLUSIVE AIRCRAFT PARKING AREA
386 LINEAL FEET OF RAMP FRONTAGE
CONCOURSE D

EXHIBIT K-1

AIRLINE'S AIRCRAFT PARKING AREAS

(a) City and Airline agree that Airline's Aircraft Parking Areas associated with its Phase II Exclusive Use Premises shall consist of a minimum of 6,450 lineal feet of ramp frontage, as depicted by the Exclusive Aircraft Parking Area on Drawing Nos. 1, 2, and 3 of this Exhibit K-1, located as follows:

(i) a minimum of 2,080 lineal feet adjacent to Terminal Building No. 1, as shown on Drawing No. 1 of this Exhibit K-1; and

(ii) A minimum of 2,460 lineal feet adjacent to the Satellite Concourse Building, as shown on Drawing No. 2 of this Exhibit K-1; and

(iii) a minimum of 1,910 lineal feet of ramp frontage adjacent to Concourse D as shown on Drawing No. 3 of this Exhibit K-1.

(b) City and Airline agree that the design, size and scope of Terminal Building No. 1 and the Satellite Concourse Building are in the conceptual stage as of the Effective Date and are subject to changes and refinements prior to final design and construction, and that when the design is finalized and all construction drawings are completed, appropriate amendments shall be made to this Exhibit K-1; provided, that in no event will Airline's aggregate lineal feet of ramp frontage adjacent to Terminal Building No. 1 and the Satellite Concourse Building be less than 4,540 lineal feet.

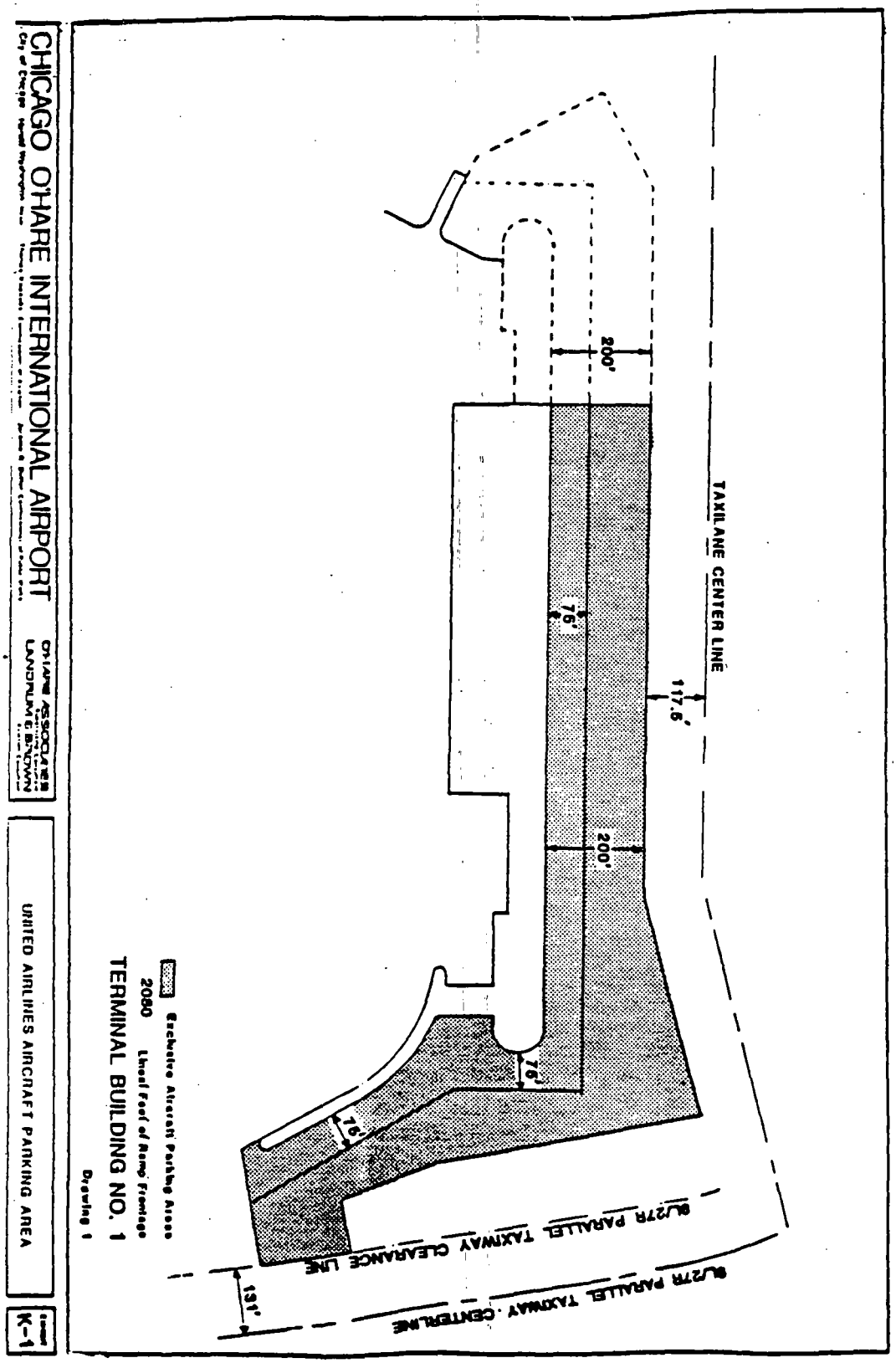
(c)(i) City and Airline agree that, between the time that Airline occupies its Phase I Exclusive Use Premises and the time that Airline occupies its Phase II Exclusive Use Premises, Airline will require the utilization of some or all of the Exclusive Aircraft Parking Area adjacent to Concourse Building D, which Areas are depicted on Drawing Nos. 3 and and 4 (1 of 2) of this Exhibit K-1; and upon the demolition of Passenger Hold Areas designated as Gates D-1 and D-2, the Exclusive Aircraft Parking Area, as shown on Drawing No. 4 (2 of 2) of this Exhibit K-1, City hereby grants to Airline an option (which may be exercised at any time prior to the date(s) of vacation specified in Section 4.03(d) of the Airport Use Agreement(s) of the Airline Parties having Exclusive Use Premises in Concourse Building D, by Airline giving written notification to the City of Airline's exercise of said option) to include in Airline's Aircraft Parking Area any or all of the Exclusive Aircraft Parking Areas depicted on Drawing Nos. 3 and 4,(1 and 2 of 2) to this Exhibit K-1.

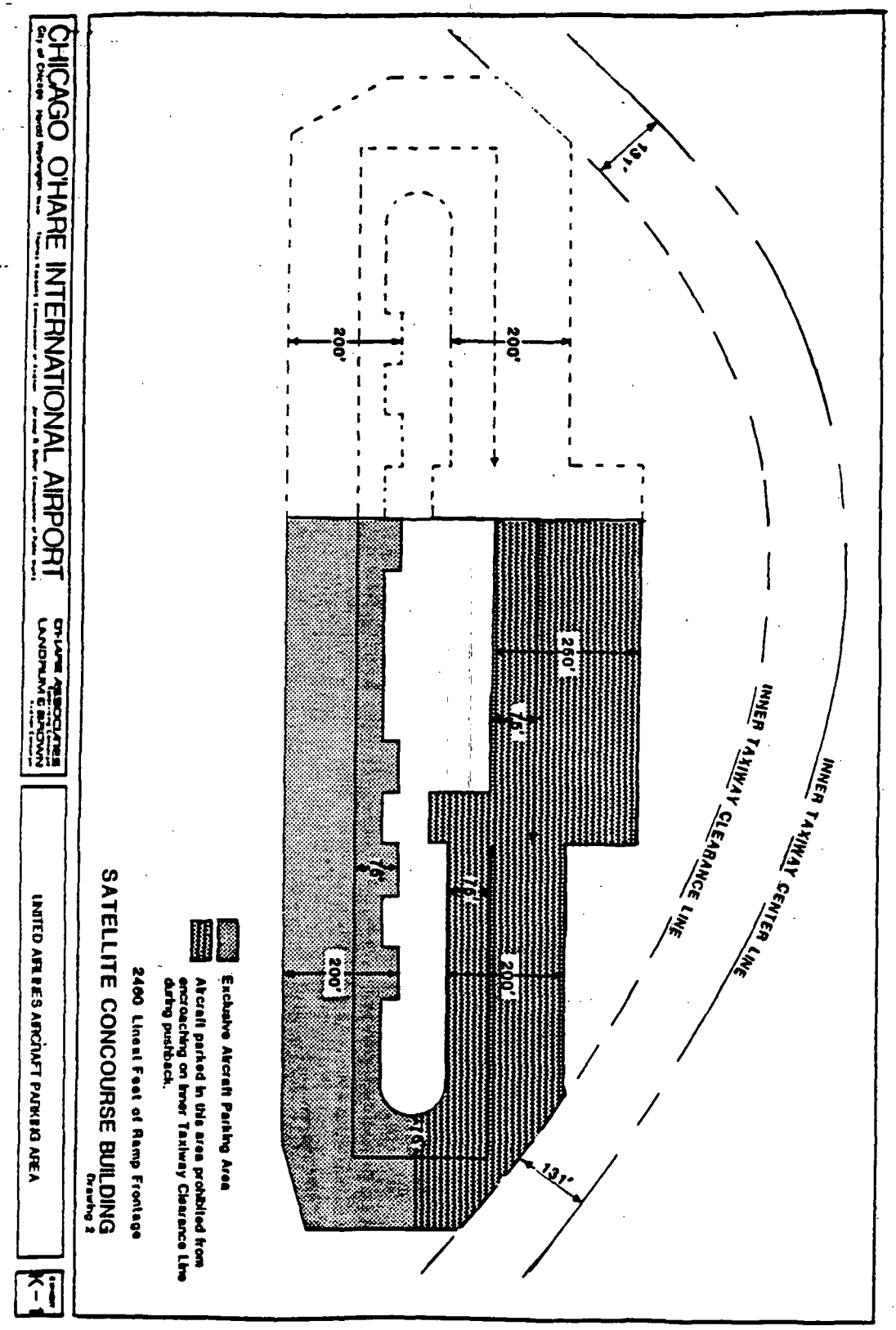
(ii) Upon the exercise of said option with respect to any or all of the described Exclusive Aircraft Parking Area, City and Airline agree that this Exhibit K-1 will be appropriately amended, without further action other than the technicality of attaching new Exhibit K-1 pages to this Agreement, to reflect that the Exclusive Aircraft Parking Area affected by the exercise of said option will be included in Airline's Aircraft Parking Areas for its Phase II Exclusive Use Premises, as set forth in Paragraph (a) above of this Exhibit K-1.

(iii) City and Airline agree that, in the event that Airline does not exercise said option for all of said Exclusive Aircraft Parking Area described in Paragraph (c)(i) hereof, City shall not take or authorize any action with respect to the remainder of said Exclusive Aircraft Parking Area that would interfere with Airline's use and enjoyment of any portion of said Exclusive Aircraft Parking Area that is included in Airline's Aircraft Parking Areas.

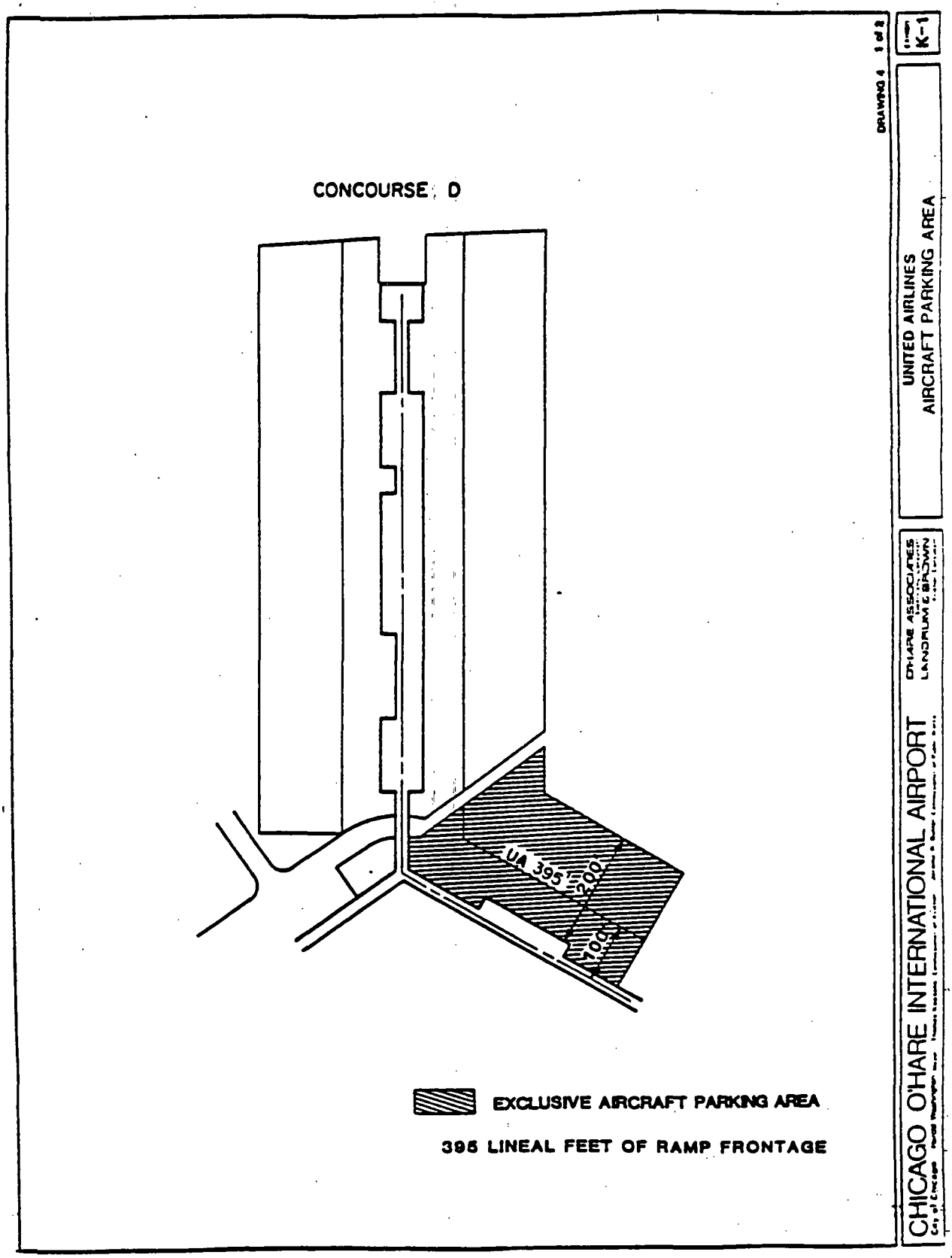
(d) City and Airline agree that, in order to provide a safe, orderly and efficient flow of aircraft movements on the ground in and around Terminal Building No. 1 and its associated Satellite Concourse Building, (i) the aircraft parking limit line on the northwest side of Concourse Building E shall not exceed two hundred (200) feet measured perpendicularly outward from the northwest face of Concourse Building E, and (ii) except for extraordinary circumstances, aircraft movements on the taxi lanes between Terminal Building No. 1 and its associated Satellite Concourse Building shall be restricted to aircraft departing from or arriving at those Buildings.

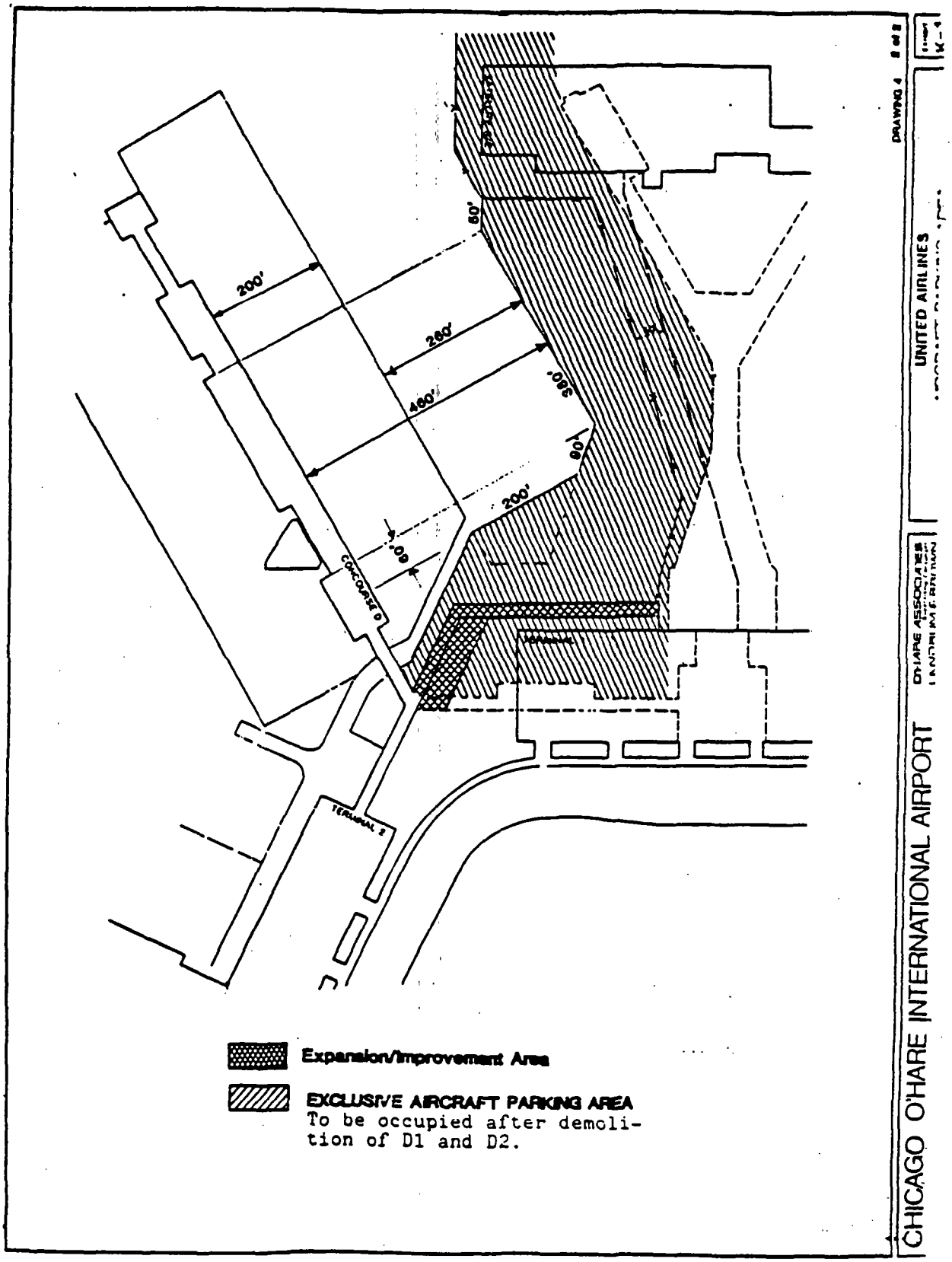
(e) City and Airline agree that the provisions of the agreements set forth in Subparagraph (d) immediately above shall be specifically incorporated by City into the Airport rules and regulations governing Aircraft Operators at the Airport.


CHICAGO O'HARE INTERNATIONAL AIRPORT
UNITED AIRLINES AIRCRAFT PARKING AREA
K-1
TERMINAL BUILDING NO. 1
Drawing 1
Exclusive Aircraft Parking Areas
2080 Lineal Feet of Ramp Frontage
TAXILANE CENTER LINE
200'
76'
117.6'
200'
76'
76'
131'
9L/27R PARALLEL TAXIWAY CLEARANCE LINE
9L/27R PARALLEL TAXIWAY CENTERLINE


INNER TAXIWAY CENTER LINE
INNER TAXIWAY CLEARANCE LINE
200'
200'
250'
200'
200'
131'
Exclusive Aircraft Parking Area
Aircraft parked in this area prohibited from encroaching on Inner Taxiway Clearance Line during pushback.
2400 Linear Feet of Ramp Frontage
SATELLITE CONCOURSE BUILDING
CHICAGO O'HARE INTERNATIONAL AIRPORT
UNITED AIRLINES AIRCRAFT PARKING AREA
K-1

Exclusive Aircraft Parking Area
1910 Linear Feet of Ramp Frontage
CONCOURSE D
100'
100'
100'
826'
826'
200'
200'
CHICAGO O'HARE INTERNATIONAL AIRPORT
UNITED AIRLINES AIRCRAFT PARKING AREA
DRAWING 3
K-1


DRAWING 1 of 2
K-1
UNITED AIRLINES
AIRCRAFT PARKING AREA
CHICAGO O'HARE INTERNATIONAL AIRPORT
CONCOURSE D
UA 395 L.F.
EXCLUSIVE AIRCRAFT PARKING AREA
395 LINEAL FEET OF RAMP FRONTAGE


200'
280'
360'
460'
80'
200'
80'
CONCOURSE D
TERMINAL 2
Expansion/Improvement Area
EXCLUSIVE AIRCRAFT PARKING AREA
To be occupied after demolition of D1 and D2.
UNITED AIRLINES
CHICAGO O'HARE INTERNATIONAL AIRPORT

UA

EXHIBIT K-2

AIRLINE'S AIRCRAFT PARKING AREAS

(a) City and Airline agree that Airline's Aircraft Parking Areas associated with its Phase III Exclusive Use Premises shall consist of a minimum of 6,855 lineal feet of ramp frontage, as depicted by the Exclusive Aircraft Parking Area on Drawing Nos. 1 and 2 of this Exhibit K-2 located as follows:

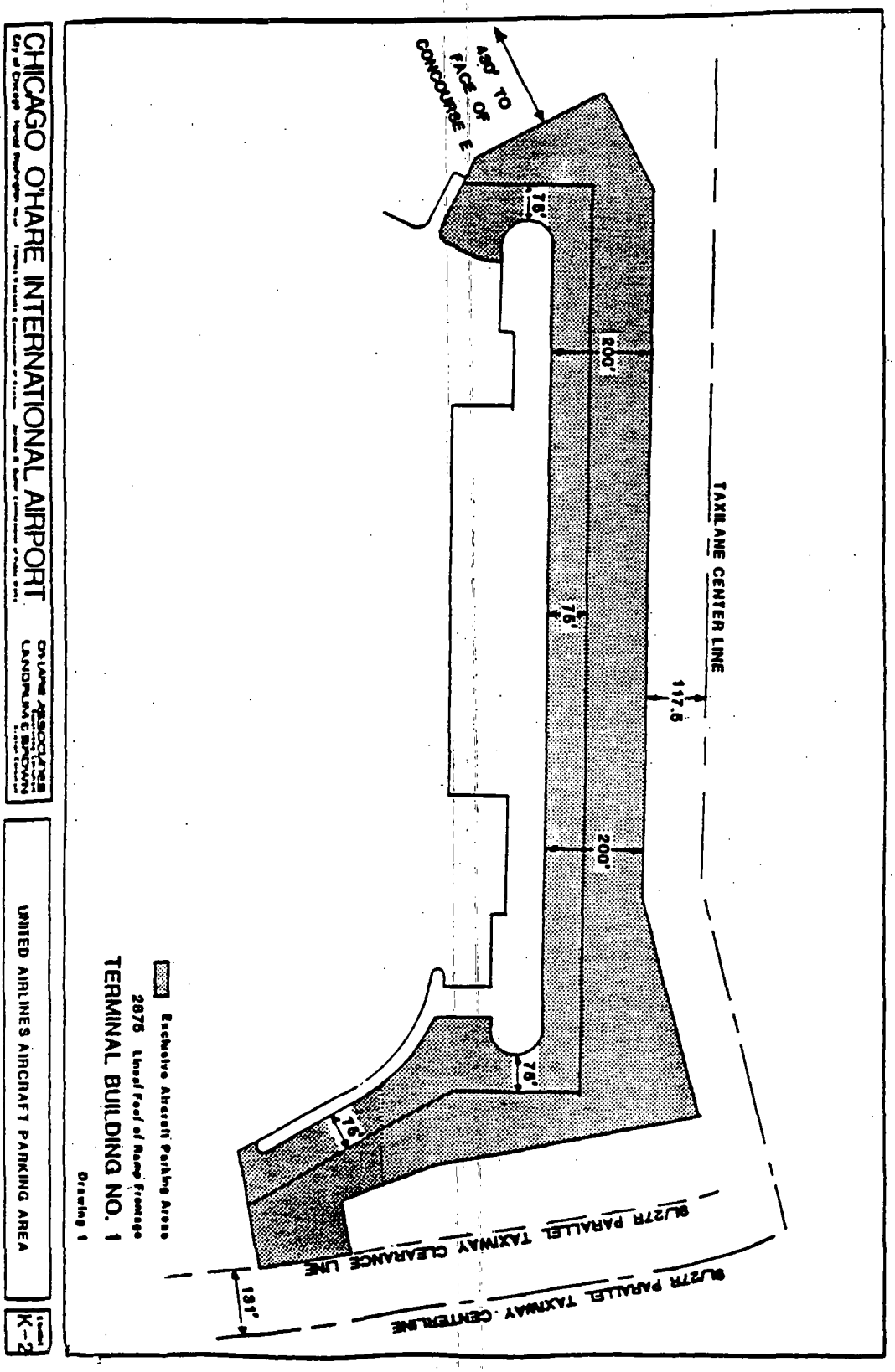
(i) a minimum of 2,875 lineal feet adjacent to Terminal Building No. 1, as shown on Drawing No. 1 of this Exhibit K-2; and

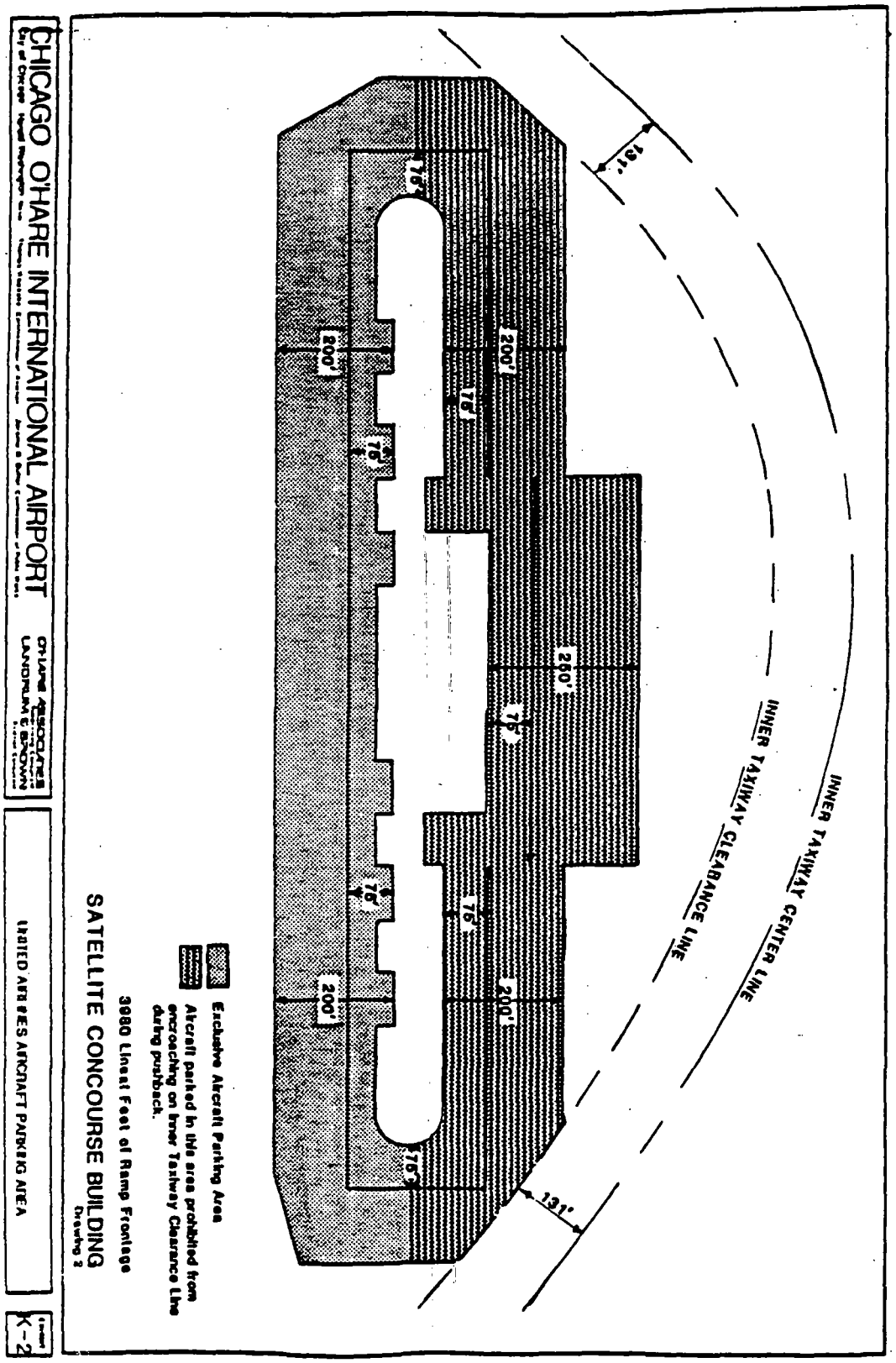
(ii) a minimum of 3,980 lineal feet adjacent to the Satellite Concourse Building, as shown on Drawing No. 2 of this Exhibit K-2; and

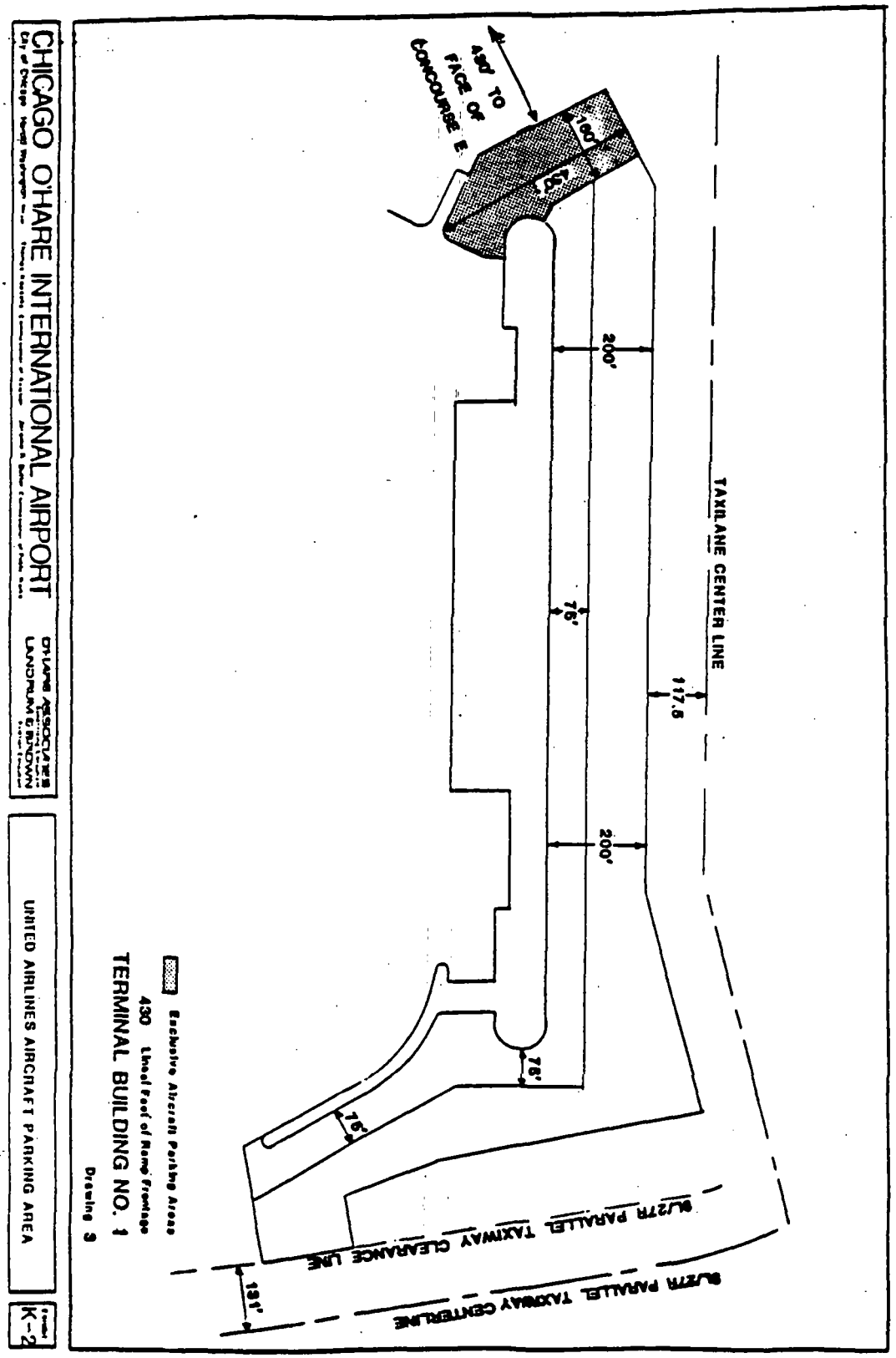
(b) City and Airline agree that the design, size and scope of Terminal Building No. 1 and the Satellite Concourse Building are in the conceptual stage as of the Effective Date and are subject to changes and refinements prior to final design and construction, and that when the design is finalized and all construction drawings are completed, appropriate amendments shall be made to this Exhibit K-2; provided, that in no event will Airline's aggregate lineal feet of ramp frontage adjacent to Terminal Building No. 1 and the Satellite Concourse Building be less than 6,855 lineal feet.

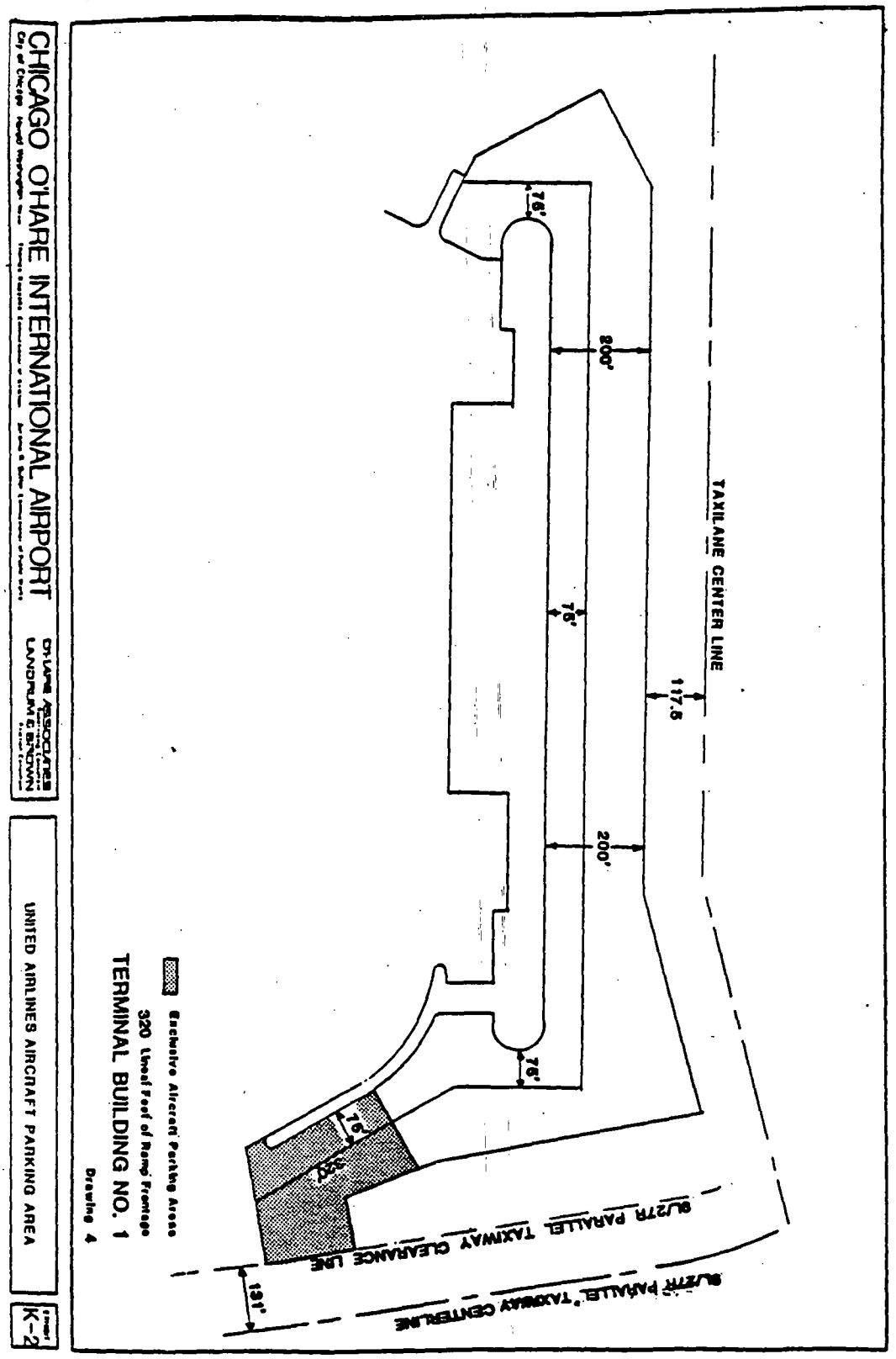
(c) City and Airline agree that, in order to provide a safe, orderly and efficient flow of aircraft movements on the ground in and around Terminal Building No. 1 and its associated Satellite Concourse Building, (i) the aircraft parking limit line on the northwest side of Concourse Building E shall not exceed two hundred (200) feet measured perpendicularly outward from the northwest face of Concourse Building E, and (ii) except for extraordinary circumstances, aircraft movements on the taxi lanes between Terminal Building No. 1 and its associated Satellite Concourse Building shall be restricted to aircraft departing from or arriving at those Buildings.

(d) City and Airline agree that the provisions of the agreements set forth in Subparagraph (c) immediately above shall be specifically incorporated by City into the Airport rules and regulations governing Aircraft Operators at the Airport.


CHICAGO O'HARE INTERNATIONAL AIRPORT
UNITED AIRLINES AIRCRAFT PARKING AREA
K-2
TERMINAL BUILDING NO. 1
Exclusive Aircraft Parking Areas
2875 Lineal Feet of Ramp Frontage
Drawing 1
TAXILANE CENTER LINE
400' TO FACE OF CONCOURSE E
16'
200'
76'
117.5
200'
76'
16'
131'
SL/27R PARALLEL TAXIWAY CLEARANCE LINE
SL/27R PARALLEL TAXIWAY CENTERLINE


INNER TAXIWAY CENTER LINE
INNER TAXIWAY CLEARANCE LINE
131'
131'
200'
200'
200'
200'
260'
75'
75'
75'
75'
75'
75'
Exclusive Aircraft Parking Area
Aircraft parked in this area prohibited from encroaching on Inner Taxiway Clearance Line during pushback.
3980 Lineal Feet of Ramp Frontage
SATELLITE CONCOURSE BUILDING
Drawing 2
CHICAGO O'HARE INTERNATIONAL AIRPORT
UNITED AIRLINES AIRCRAFT PARKING AREA
K-2


CHICAGO O'HARE INTERNATIONAL AIRPORT
UNITED AIRLINES AIRCRAFT PARKING AREA
K-2
TERMINAL BUILDING NO. 1
Drawing 3
Exclusive Aircraft Parking Areas
430 Lineal Feet of Ramp Frontage
TAXILANE CENTER LINE
9L/27R PARALLEL TAXIWAY CENTERLINE
9L/27R PARALLEL TAXIWAY CLEARANCE LINE
131'
117.5
200'
200'
76'
76'
76'
160'
450' TO FACE OF CONCOURSE E


CHICAGO O'HARE INTERNATIONAL AIRPORT
UNITED AIRLINES AIRCRAFT PARKING AREA
K-2
TERMINAL BUILDING NO. 1
Drawing 4
320 Lineal Feet of Ramp Frontage
Exclusive Aircraft Parking Areas
TAXILANE CENTER LINE
9L/27R PARALLEL TAXIWAY CLEARANCE LINE
9L/27R PARALLEL TAXIWAY CENTERLINE
75'
800'
75'
117.5
200'
75'
15'
320'
131'

(Continued from page 10493)

This recommendation was concurred in unanimously by the members of the committee.

Respectfully submitted,
(Signed) FRANK A. DAMATO,
Chairman.

On motion of Alderman Damato, the committee's recommendation was *Concurred In* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance which failed to pass:

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 of the Corporation Counsel as to form and legality, are authorized to execute a Consent to the attached sublease agreement between Trans World Airlines, Inc. and Capitol Air, Inc. for the sublease of premises at Chicago O-Hare International Airport:

[Sublease Agreement printed on pages 10594 thru 10602 of this Journal.]

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

COMMITTEE ON EDUCATION.

APPOINTMENT OF FRANK GARDNER AS MEMBER OF CHICAGO BOARD OF EDUCATION APPROVED.

The Committee on Education submitted the following report:

CHICAGO, October 18, 1984.

(Continued on page 10603)

TWA Contract 24266

TWA
605 THIRD AVENUE, NEW YORK, NEW YORK, U.S.A. 10158

December 1, 1983

Capitol Air, Inc.
P.O. Box 325
Smyrna Airport
Smyrna, Tennessee 37167

Attn: Mr. Jack Selby

Re: Sublease of Hangar Space at
O'Hare International Airport

Gentlemen:

This letter, when accepted by you, shall constitute the agreement of sublease between Trans World Airlines, Inc. ("TWA") and Capitol Air, Inc. ("Sublessee") as follows:

1. Subject to the terms and conditions hereinafter set forth, TWA hereby sublets to Sublessee and Sublessee hereby hires and takes from TWA the following described premises located at TWA's Hangar at O'Hare International Airport:

   A. 1,328 square feet of locker room and storage space as more particularly described on Exhibit A attached hereto; and

   B. 100 square feet of office space as more particularly identified on Exhibit B attached hereto.

   The Locker Space and Office Space collectively referred to as the "Subleased Premises".

2. TWA holds the Subleased Premises under and pursuant to a Lease Agreement dated as of January 1, 1959 between TWA and the City of Chicago (the "Prime Lessor") and an Indenture of Lease executed March 19, 1968 between TWA and the Prime Lessor (which two agreements are hereinafter referred to collectively and respectively, as applicable, as the "Prime Lease"). Sublessee hereby acknowledges receipt of a copy of the Prime Lease and the terms and conditions of the Prime Lease are incorporated as if set forth in full herein. All references herein to the Prime Lease shall be deemed to include any and all future modifications and amendments thereto of which the Sublessee has knowledge. Sublessee agrees that TWA shall have the same rights

to require performance of the provisions of the Prime Lease by Sublessee with respect to the Subleased Premises as the Prime Lessor has to require performance thereof by TWA, except as otherwise provided in this sublease.

3. This sublease shall commence as of December 1, 1983 and continue until November 30, 1984, provided, however, that either party may cancel this sublease at any time upon thirty days advance written notice to the other party. This sublease shall automatically terminate without notice upon the expiration or earlier termination of the Prime Lease.

4. Notwithstanding anything to the contrary contained herein, express or implied, it is understood and agreed that TWA is not granting or purporting to grant, and that Sublessee is not receiving and does not claim to have or hold, any estate, right, privilege or interest in or to the Subleased Premises except such as are permitted or authorized under the terms of the Prime Lease.

5. Sublessee hereby accepts the Subleased Premises in an "as is" condition and agrees to use said premises in the conduct of its lawful business and for no other purpose whatsoever. Without the prior written consent of TWA, and, at TWA's option, of the Prime Lessor, in each instance, Sublessee shall not erect any signs in or about the Subleased Premises, make any alterations, additions or improvements in or to said premises, assign this sublease, sublet the Subleased Premises, or permit them to be used by others. Sublessee shall restore the Subleased Premises to its original condition upon the expiration or earlier termination of this sublease.

6. TWA shall furnish the Subleased Premises with heat, light, and electricity from and to the extent capable, using facilities and fixtures presently installed in the Subleased Premises. Sublessee shall provide, at its sole cost and expense, all other utilities, communications equipment and building services in connection with the use and occupancy of the Subleased Premises.

7. Sublessee agrees to pay TWA Sixteen Hundred Dollars ($1,600.00) each month in advance, during the term of this Sublease. TWA will invoice Sublessee on the tenth day of each preceding month during the term hereof and process settlement of same through the Airlines Clearing House, Inc. ("ACH"). If either TWA or Sublessee ceases to be a member of ACH or authorization is revoked for amounts due to be settled through ACH, all rentals payable by Sublessee to TWA shall be paid on or before the first day of the calendar month, in advance, without demand therefore. Sublessee agrees to execute all documents necessary to process payments hereunder through ACH.

Rent for a partial month that may occur at the commencement or termination of this sublease shall be prorated on the basis of the number of days in the entire month.

8. In addition to the option to terminate this sublease as set forth in Paragraph 3 hereof, TWA shall have the right to immediately terminate this sublease if Sublessee shall fail to pay TWA any rent when the rent shall become due and shall not make the payment within ten (10) days after notice thereof by TWA to Sublessee.

9. Sublessee shall defend, indemnify, and hold harmless TWA and the Prime Lessor and its or their officers, directors, employees and agents from and against all losses, claims, suits, damages, costs, demands, expenses, and liabilities arising out of or resulting from any act or omission of Sublessee, or the use or occupancy of the Subleased Premises. Sublessee shall procure and maintain in effect during the term of this sublease in addition to any insurance required by the terms of the Prime Lease, comprehensive liability insurance which includes coverage of the contractual liability assumed by Sublessee pursuant to this paragraph of this sublease, in forms and amounts and with companies acceptable to TWA. The policy of such insurance shall provide for TWA to be given not less than thirty days prior written notice of any termination or any material change in coverage, and Sublessee shall furnish to TWA a certificate evidencing such insurance.

10. Other than with respect to Sublessee's failure to pay any amounts due hereunder, which failure is governed by the provisions set forth in Paragrpah 8 hereof, either party may terminate this sublease upon ten (10) days advance written notice and without prejudice to any other accrued rights or remedies in the event: (i) the other party defaults in the performance of any of its obligations hereunder and said default is not cured within said ten-day period; or (ii) a receiver or trustee is appointed of any of the other party's assets or property; or (iii) the other party is adjudicated a bankrupt; or (iv) an application for reorganization under the present or any future bankruptcy laws be filed by or against the other party which shall not be dismissed within thirty (30) days; or (v) the other party shall become insolvent or makes an assignment for the benefit of its creditors or takes or attempts to take the benefits of any insolvency acts.

11. All notices and communications under or in respect to this sublease shall be sufficiently given if sent by United States registered or certified mail, postage prepaid, addressed as specified below or to such other address as either party may specify to the other in writing from time to time during the term of this sublease:

If to TWA: Corporate Secretary
Trans World Airlines, Inc.
605 Third Avenue
New York, New York 10158

with a copy to: Manager - Airport Services
Trans World Airlines, Inc.
Chicago O'Hare International Airport
Chicago, Illinois 60666

If to Sublessee: Capitol Air, Inc.
P.O. Box 325
Smyrna Airport
Smyrna, Tennessee 37167
Attn: ~~Jack Selby~~ Corporate Secretary

12. This sublease is subject to the consent and approval of the Prime Lessor. If TWA permits Sublessee to occupy the Subleased Premises prior to the obtaining of the Prime Lessor's consent to this sublease, such occupancy shall constitute a month to month tenancy at the monthly rental amount specified in Paragraph 7 hereof and such occupancy, regardless of the date commenced or terminated, shall be in all other respects in accordance with the terms and provisions of this sublease, provided, however, that Sublessee shall vacate the Subleased Premises immediately upon receipt of notice from TWA to the effect that Prime Lessor has declined to give its consent to this sublease.

13. Upon Sublessee's request, TWA agrees to provide Sublessee with a maximum of six (6) automobile parking spaces to be used by Sublessee's employees. Sublessee agrees to pay TWA Thirty-Five Dollars ($35.00) per month per parking space, in advance. Sublessee shall pay all charges pursuant to this Paragraph 13 together with the rental payment provided in Paragraph 7 above.

Kindly confirm your acceptance of the foregoing terms and conditions by signing and returning the enclosed copy of this letter.

Very truly yours,

TRANS WORLD AIRLINES, INC.

By _____

CAPITOL AIR, INC.

By _____
Title: Sr. V.P.

CONSENT TO SUBLEASE

The undersigned hereby consents to the foregoing Sublease Agreement as authorized by ordinance of the City Council of the City of Chicago passed _____

(C.J.P. _____).

CITY OF CHICAGO

By _____
Commissioner of Aviation

By _____
City Comptroller

APPROVED AS TO FORM AND LEGALITY:

_____
Assistant Corporation Counsel

MEMORANDUM OF AGREEMENT RELATIVE TO
THE SETTLEMENT THROUGH AIRLINES CLEARING HOUSE, INC.
OF NON-TRANSPORTATION TRANSACTIONS

WHEREAS, Section 1(b) of the Agreement Relating to the Settlement of Interline Accounts Through Airlines Clearing House, Inc., as amended, provides for the settlement, through the Clearing House, of accounts payable by one member of the Clearing House to another, arising out of transactions other than sales of transportation, in every case where both the debtor and creditor have agreed in writing to settle that type of account through the Clearing House and the date on which such settlement shall begin, and have filed a copy of said Agreement with the Clearing House; and

WHEREAS, TRANS WORLD AIRLINES, INC. and CAPITOL AIR, INC. the parties hereto, are both members of Airlines Clearing House, Inc. and both desire to settle through the Clearing House certain accounts arising out of transactions other than sales of transportation, and to make it convenient to add additional transactions of a non-transport nature to the list of those which they presently desire to settle through the Clearing House.

NOW, THEREFORE, THIS MEMORANDUM OF AGREEMENT WITNESSETH THAT in consideration of the mutual covenants and agreements herein contained, TRANS WORLD AIRLINES, INC. and CAPITOL AIR, INC. agree as follows:

1. With respect to transactions arising on and after December 1, 1983 they will settle through the Clearing House accounts arising out of the following transactions: Trans World Airline's sublease of hangar space at Chicago O'Hare International Airport to Capitol Air, Inc. effective as of December 1, 1983.

2. The settlement of accounts arising from the transactions specified in Section 1 hereof, or from such other transactions as the parties hereto may subsequently agree to settle through the Clearing House, shall be in accordance with the provisions of Section VII of the Manual of Procedure of Airlines Clearing House, Inc.

3. The parties hereto may, by an exchange of correspondence, a copy of which shall be furnished to the Clearing House, agree to settle, through the Clearing House, accounts arising out of non-transport transactions other than those specified in Section 1 hereof, and the date on which such settlement shall begin.

4. Either party to the Agreement shall have the right, upon giving sixty (60) days advance notice in writing to the other party and to the Clearing House, of terminating this Agreement and thereby discontinuing settlement through the Clearing House with respect to the type or types of accounts specified herein or agreed upon under Section 3.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates specified below.

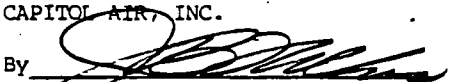
TRANS WORLD AIRLINES, INC.

By

Title Director - Properties & Facilities

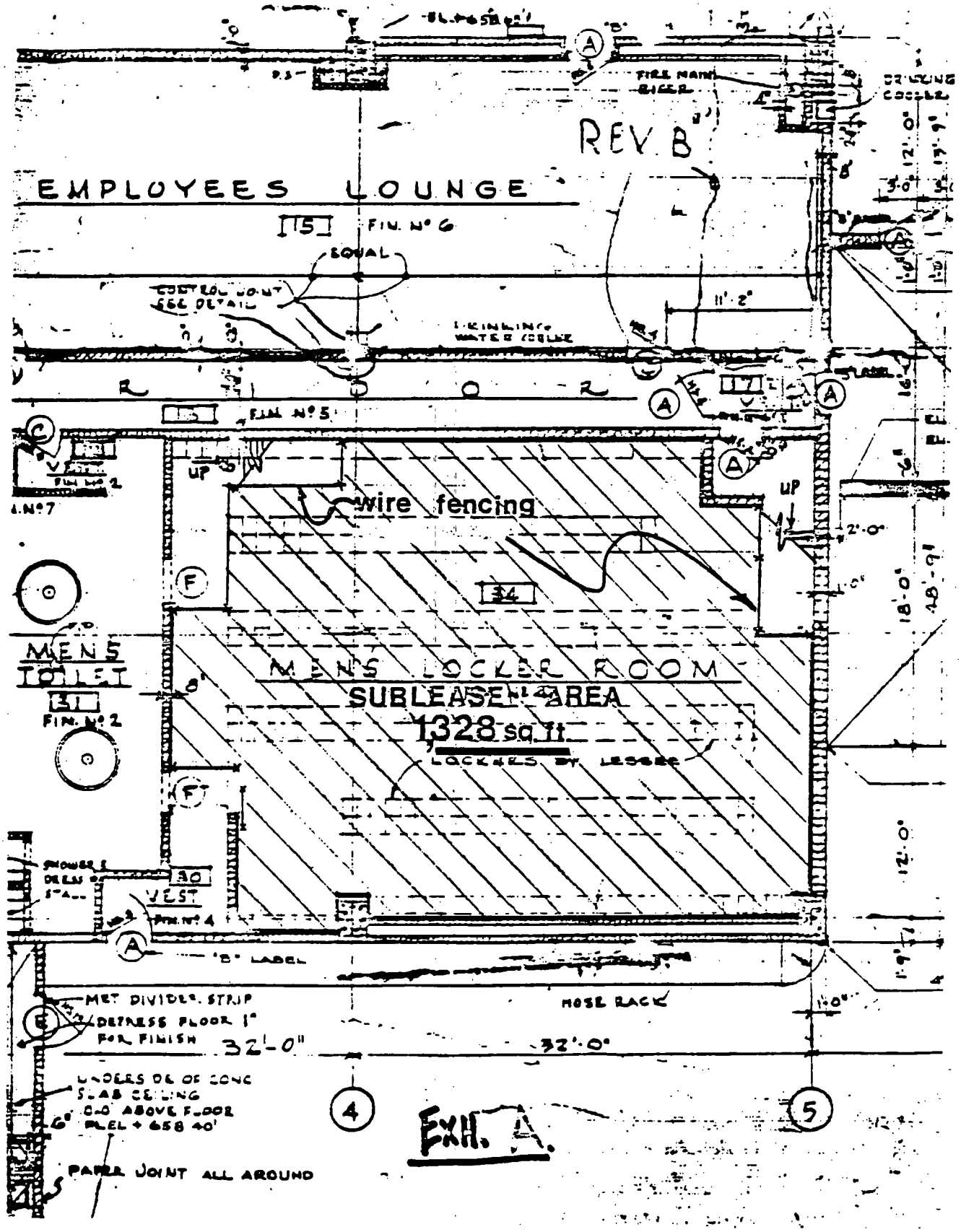
Date 2/1/84

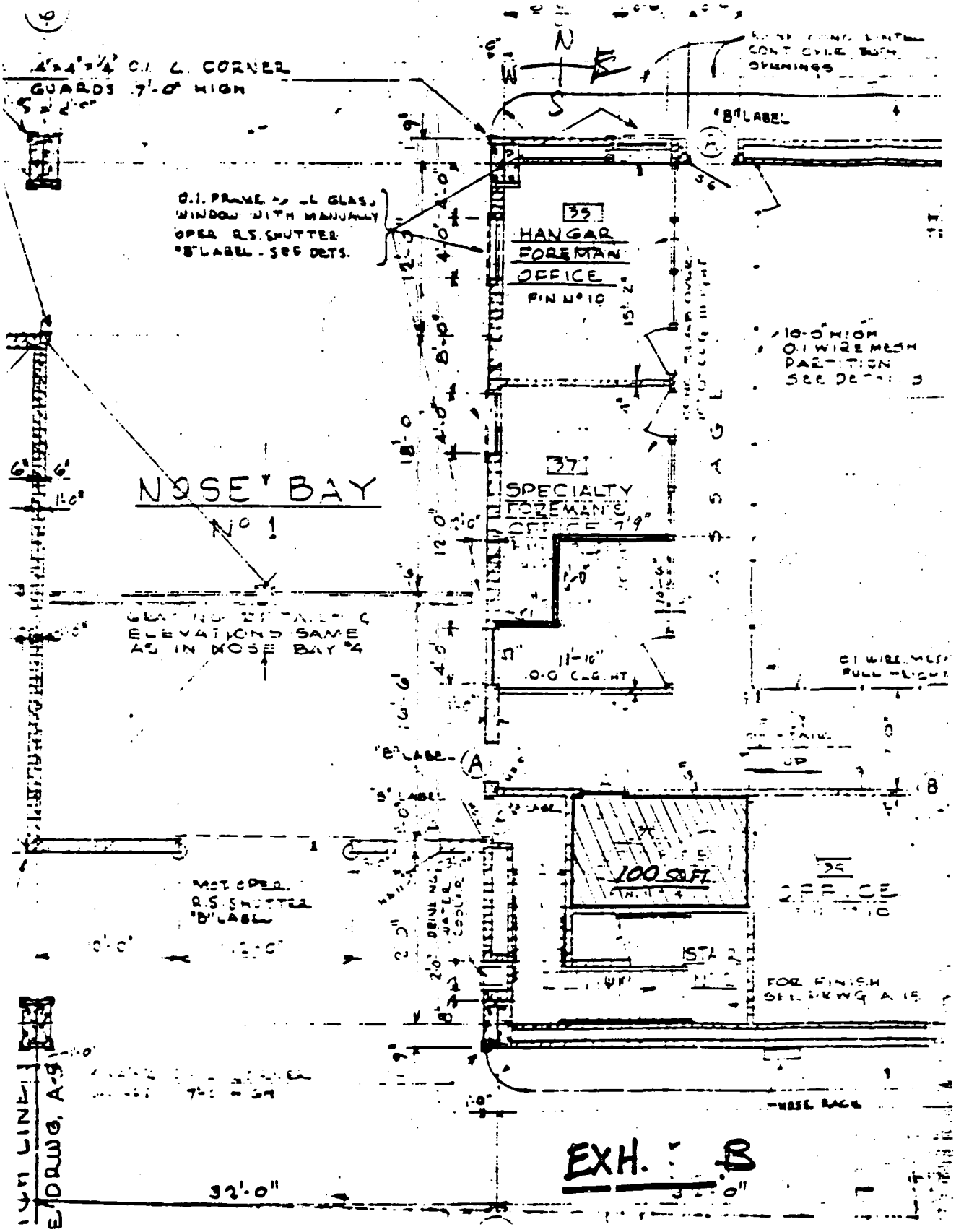
CAPITOL AIR, INC.

By 

Title Sr. V.P

Date 2/13/84


REV. B
EMPLOYEES LOUNGE
FIN. N° 6
EQUAL
CONTROL JOINT SEE DETAIL
SPRINKLING WATER SERVICE
FIN. N° 5
wire fencing
34
MEN'S LOCKER ROOM
SUBLEASED AREA
1,328 sq ft
LOCKERS BY LESSEE
MEN'S TOILET
31
FIN. N° 2
30
VEST
FIN. N° 4
'B' LABEL
MET DIVIDER STRIP
DEPRESS FLOOR 1" FOR FINISH
HOSE RACK
32'-0"
32'-0"
UNDERS DE OF CONC SLAB CEILING
0.0 ABOVE FLOOR
PAPER JOINT ALL AROUND
FIRE MAIN RISER
UP
4
5
EXH. A.


4'x4'x1/4" C.I. L. CORNER GUARDS 7'-0" HIGH
O.I. FRAME & GL GLASS WINDOW WITH MANUALLY OPER R.S. SHUTTER "B" LABEL - SEE DETS.
"B" LABEL
35 HANGAR FOREMAN OFFICE FIN N°10
10-0" HIGH O.I. WIRE MESH PARTITION SEE DETAIL B
NOSE BAY N° 1
37 SPECIALTY FOREMAN'S OFFICE 7'9"
SEATING DETAILS & ELEVATIONS SAME AS IN NOSE BAY "4
11'-10" 0.0 CLG HT
"B" LABEL
"B" LABEL
MOT OPER. R.S. SHUTTER "B" LABEL
100 SQ FT
35
FOR FINISH SEE DRWG A 15
NOSE BACK
EXH. B
32'-0"

CONSENT TO SUBLEASE

The undersigned hereby consent to the foregoing Sublease Agreement as authorized by ordinance of the City Council of the City of Chicago passed on _____ (C.J.P. pp. _____).

CITY OF CHICAGO
a municipal corporation

By _____
Commissioner of Aviation

By _____
City Comptroller

APPROVED AS TO FORM AND LEGALITY:

_____
Assistant Corporation Counsel

(Continued from page 10593)

To the President and Members of the City Council:

Your Committee on Education, having had under consideration a communication signed by the Honorable Harold Washington, Mayor, under the date of April 25, 1984 (which was referred on April 25, 1984) appointing Mr. Frank Gardner as a member of the Board of Education, for a term ending April 30, 1989, begs leave to recommend that Your Honorable Body do *Pass* the said communication, which is transmitted herewith.

This recommendation was concurred with by unanimous vote by the committee.

Respectfully submitted,
(Signed) PATRICK J. O'CONNOR,
Chairman.

On motion of Alderman O'Connor, the committee's recommendation was *Concurred In* and said appointment of Mr. Frank Gardner as a member of the Board of Education was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

COMMITTEE ON ENERGY AND ENVIRONMENTAL PROTECTION.

AUTHORITY GRANTED TO AMEND CHAPTER 130, SECTIONS 130-4.3 AND 130-4.12 OF MUNICIPAL CODE BY ADDING NEW LANGUAGE CONCERNING SPECIFIED RESTRICTIONS ON MOBILE FOOD DISPENSERS.

The Committee on Energy and Environmental Protection submitted the following report:

CHICAGO, October 31, 1984.

To the President and Members of the City Council:

Your Committee on Energy and Environmental Protection, having had under consideration an ordinance (which was referred on September 6, 1984) prohibiting the use of sound-amplifying devices on mobile food dispenser vehicles and for the inspection of such vehicles every 90 days during the period from April 1 through October 1, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance as amended, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee with no dissenting votes.

Respectfully submitted,
(Signed) MICHAEL L. NARDULLI,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus 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 Section 130-4.3 of the Municipal Code be and is hereby amended by adding the language in italics as follows:

130-4.3. Before a license for a mobile food dispenser shall be issued, the Department of Health shall cause an inspection to be made of the vehicle to be used by the mobile food dispenser and the equipment contained therein. The Department of Health shall ascertain where the vehicle is cleaned and stored when not in use. *Mobile food dispenser vehicles serving ice cream, ice milk or other frozen desserts shall be inspected at least once every 90 days during the period from April 1 through October 1 of every year.*

SECTION 2. That Section 130-4.12(c) of the Municipal Code be and hereby is deleted in its entirety and a new section be enacted to read in italics as follows:

130-4.12(c). *No mobile food dispenser vehicle shall be equipped with any electronic sound-amplifying device; permitted advertising devices shall be limited to bells, whistles, horns or other musical or noise-making devices which do not employ any electronic sound-amplifying device. Mobile food dispenser vehicles employing musical or noise-making*

devices shall only sound said devices when traversing the public way and shall be prohibited from sounding said devices while parked. No mobile food dispenser vehicle equipped with musical or noise-making devices shall sound said devices within 200 feet of a hospital, nursing home or while traversing any zone of quiet established under Chapter 36 of the Municipal Code.

SECTION 3. That Section 130-4.12(e) be and hereby is amended by adding the language in italics as follows:

130-4.12(e). No sale shall be made from such vehicle except from the right curb side thereof, and then only when such vehicle is legally parked. *No sales from such vehicle shall be made between the hours of ten (10:00) P.M. and ten (10:00) A.M.*

SECTION 4. That this ordinance shall be in full force and effect from and after passage and publication.

COMMITTEE ON INTERGOVERNMENTAL RELATIONS.

UNITED STATES CONGRESS AND SENATE URGED TO PASS LEGISLATION PROVIDING RESTITUTION TO AMERICANS OF JAPANESE ANCESTRY INTERNED DURING WORLD WAR II.

The Committee on Intergovernmental Relations submitted the following report:

CHICAGO, October 31, 1984.

To the President and Members of the City Council:

Your Committee on Intergovernmental Relations, having had under consideration a Resolution (which was referred on July 9, 1984) endorsing the findings and recommendations of the U.S. Commission on Wartime Relocation and Internment of Civilians and urges the Congress of the United States to enact House Resolution 4110 and Senate Bill 2116 which would provide restitution to Americans of Japanese ancestry interned during World War II.

This recommendation, as amended, was concurred in unanimously by the members of the committee.

Respectfully submitted,
(Signed) ROMAN C. PUCINSKI,
Chairman.

On motion of Alderman Pucinski, the said proposed amended resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said resolution as adopted:

WHEREAS, From 1942-46, 120,000 Americans of Japanese ancestry were forcibly excluded from the West Coast of the United States by military fiat, incarcerated and confined behind barbed wire fences under armed military guard, without charges or hearings, and deprived of basic human rights by orders of the United States government; and

WHEREAS, The U.S. Commission on Wartime Relocation and Internment of Civilians (C.W.R.I.C.), after 2 1/2 years of study and research, issued its report of February 24, 1983, concluding that the exclusion and detention of Americans of Japanese ancestry were not a matter of military necessity but were caused by racism, war hysteria and a failure of political leadership; and

WHEREAS, The same U.S. Commission (C.W.R.I.C.) issued its recommendation on June 16, 1983, that the United States should enact a joint resolution, signed by the President, acknowledging a grave injustice was done to a group of people on the basis of ancestry and offering official apologies; that the United States Congress should establish a commemorative trust fund for humanitarian and educational purposes; and that the sum of $20,000 be awarded to survivors of such experiences as a symbol of this nation's regret that such an unjust event occurred and as a token of honorable efforts to acknowledge such wrong to the end that similar aberrations of justice shall never recur; and

WHEREAS, Americans of Japanese ancestry, through the leadership of the Japanese American Citizens League, seek the implementation of legislation based upon the recommendation of the U.S. Commission (C.W.R.I.C.) as a means of promoting human rights and upholding the Constitution of the United States; and

WHEREAS, On October 6, 1983, H.R. 4110, the Civil Liberties Act of 1983 was introduced in the U.S. House of Representatives and on November 17, 1983, S.B. 2116, a bill to accept the findings and implement the recommendations of the C.W.R.I.C. was introduced in the U.S. Senate; now, therefore,

Be It Resolved, That the Chicago City Council endorse the findings of the U.S. Commission on Wartime Relocation and Internment of Civilians and urges the Congress of the United States to enact H.R. 4110 and S.B. 2116 in order to carry out those recommendations to preserve and rectify the honor and integrity of this Nation; and

Be It Further Resolved, That the City Council of Chicago urge all legislative bodies in the United States to enact similar resolutions urging Congress to redress the wrongs inflicted on Japanese Americans during World War II.

COMMITTEE ON POLICE AND FIRE.

AUTHORITY GRANTED TO AMEND CHAPTER 190 OF MUNICIPAL CODE CONCERNING POSTING OF PHOTOGRAPHS OF MISSING CHILDREN IN PUBLIC BUILDINGS.

The Committee on Police and Fire submitted the following report:

CHICAGO, October 17, 1984.

To the President and Members of the City Council:

Your Committee on Police and Fire having under consideration a proposed ordinance (which was referred on May 30, 1984) from Alderman Santiago (31st Ward) and Alderman Gabinski (32nd Ward) amending Chapter 190 of the Municipal Code of the City of Chicago, by inserting therein in its proper numerical sequence, a new section to be known as Section 190-2.1, to post photographs of missing children in public buildings begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by a unanimous vote.

Respectfully submitted,
(Signed) MICHAEL SHEAHAN,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, It has become a frequent and common occurrence that a child has been missing, lost, kidnapped or otherwise removed from the home of a parent or guardian; and

WHEREAS, It is increasingly necessary for the public to be made aware of these missing children and to help bereaved parents and guardians to find their loved ones; now, therefore,

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

SECTION 1. That Chapter 190 of the Municipal Code of Chicago is hereby amended by inserting therein, in its proper numerical sequence, a new section to be known as Section 190-2.1, and to read in italics as follows:

190-2.1 Whenever there is evidence that any minor is missing, either by report given by an educational institution to the parent, guardian or other person responsible for such minor, or by report to the police department or to the mass media of communications, it shall be the responsibility of the Superintendent of Police to obtain a photograph of said missing minor, together with any pertinent descriptive information, and to have posted both such photograph and information upon the premises of any feasible public building owned, leased or maintained by the City of Chicago. The term "pertinent descriptive information" shall include, if known, the name, age and physical description of the missing person, as well as a telephone number of a person of immediate contact.

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

COMMITTEE ON STREETS AND ALLEYS.

APPROVAL GIVEN FOR GRANTS OF PRIVILEGE IN PUBLIC WAYS.

The Committee on Streets and Alleys to which had been referred (September 6, 18 and 25, 1984) twenty-three proposed ordinances for grants of privilege in public ways, submitted separate reports recommending that the City Council pass said proposed ordinances which were transmitted therewith.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus 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):

Grant to Archdiocese of Chicago.

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

SECTION 1. Permission and authority are hereby given and granted to the Archdiocese of Chicago, upon the terms and subject to the conditions of this ordinance, to install, maintain and use one (1) sample basin in the public right-of- way located adjacent to the property at 5150 Northwest Highway. Said sample basin shall be installed in the sidewalk two hundred forty-four (244) feet northwest of the intersection of Northwest Highway and Milwaukee Avenue. Said sample basin shall be approximately four (4) feet in diameter with a depth of eight (8) feet. The above described uses of the public right-of-way shall exist by the authority herein granted for a period of five (5) years from and after the date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of $10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee,

without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason,or

on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to Archer, Daniels, Midland Company.

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

SECTION 1. Permission and authority are hereby given and granted to Archer, Daniels, Midland Company, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a covered bridge over and across N. Laramie Avenue one hundred seventeen (117) feet north of the north line of vacated W. Moffat Street connecting buildings at 1825 and 1826 N. Laramie Avenue. Said bridge is used to carry an eighteen (18) inch conveyer belt, a five (5) inch steam line and a three (3) inch return steamline and conduits for the conveyance of electricity, approximately six (6) feet six (6) inches in width and seven (7) feet in height and is elevated not less than twenty-five (25) feet above street grade; for a period of five (5) years from and after December 30, 1984.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of $10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the

termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. Said bridge or overpass shall be use solely as pedestrian bridge. The grantee shall be solely responsible for the construction, upkeep, maintenance, repair and demolition of said bridge. The structures constituting the bridge shall comply with all City Code and building ordinances; the design shall be architecturally satisfactory to the City, and shall be subject to all Municipal Code requirements. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. If the grantee fails to maintain, repair, replace or otherwise keep said bridge in good condition, or fails to provide yearly public liability and property damage insurance, or fails to keep the abutting premises in good condition, the grantor, upon one hundred twenty (120) days

notice, may remove and demolish said bridge at the sole cost of the grantee. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of the ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to Burlington Northern, Incorporated.

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

SECTION 1. Permission and authority are hereby given and granted to Burlington Northern, Inc., a Delaware corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed the following-described privileges for the purpose of maintaining flasher light and bell signals for the protection of the public at the intersection of W. Cermak Road and S. Lumber Street and the railroad tracks of said Company and as a means of supplying electric current for control operation and lighting thereof, said privileges to be at the locations as follows:

1- Structures over portion of W. Cermak Road:

(a) From a point approximately one hundred (100) feet west of the west line of S. Lumber Street (at the intersection of S. Lumber Street and the south line of W. Cermak Road) locate a cantilever signal bridge to project approximately twenty-two (22) feet at right angles into W. Cermak Road at a height of approximately twenty-four (24) feet above street level, back-to-back flashing light and bell signals to be mounted thereon, and under top frame of bridge, with minimum clearance of lower part of lights and bells to be fifteen (15) feet above street level.

(b) At the northeast intersection of W. Cermak Road and S. Lumber Street, a pole located at point of intersection of east line of S. Lumber Street, and north line of W. Cermak Road to have a signal arm attached with four (4) back-to-back flashing light and bell signals, bell and crossbuck sign extending out into W. Cermak Road at right angles a distance of approximately four (4) feet with a minimum clearance of fifteen (15) feet above street level.

(c) At a point one hundred fifty (150) feet east of the east line of S. Lumber Street on present signal bridge extending at right angles across W. Cermak Road from the north line of W. Cermak Road (which signal bridge now supports stop-signs for Chicago River Bridge, street lights and fire alarm circuits), attach two (2) flashing light and bell signals to extend approximately four (4) feet into W. Cermak Road, lights to be fourteen (14) feet six (6) inches clearance above street level.

2- Along, under and across S. Lumber Street:

From a point in the parkway adjacent to the west line of S. Lumber Street, approximately seventy-five (75) feet south of the south line of W. Cermak Road, thence along S. Lumber Street (approximately two (2) feet underground) northeasterly to a point approximately twenty (20) feet south of the south line of W. Cermak Road, thence under and across S. Lumber Street to a point in the parkway on the east line of S. Lumber Street about seventy (70) feet south of the south line of W. Cermak Road, thence northeasterly along the east side of S. Lumber Street (approximately two (2) feet underground) to a point approximately twenty (20) feet south of the south line of W. Cermak Road, thence easterly at right angles to the east line of S. Lumber Street, one (1) insulated cable containing five (5) insulated Number 8 copper wires, one (1) insulated cable containing two (2) insulated Number 12 copper wires, and six (6) Number 8 insulated copper wires.

3- Under S. Lumber Street and along and under W. Cermak Road:

From a point of attachment at the west rail of the track in the east side of S. Lumber Street, thence easterly under S. Lumber Street to the intersection of S. Lumber Street and W. Cermak Road at the southeast corner of the intersection, thence easterly along the south line of W. Cermak Road for a distance of approximately thirty (30) feet (approximately two (2) feet underground), two (2) insulated Number 8 copper wires.

4- Along, over and across W. Cermak Road:

(a) From a point at approximately the intersection of the south line of W. Cermak Road and the east line of S. Lumber Street, and thence from a light pole located at said point, easterly along the curb line of W. Cermak Road to a point approximately one hundred (100) feet east of the east line of S. Lumber Street,

thence over and across W. Cermak Road at approximately right angles to a light pole adjacent to the intersection of the north line of W. Cermak Road and the east line of S. Lumber Street at the northeast corner of said intersection, one (1) aerial cable containing five (5) Number 8 insulated copper wires and one (1) aerial cable containing three (3) insulated Number 8 copper wires.

(b) From a point at a light pole at the intersection of the north line of W. Cermak Road and the east line of S. Lumber Street at the northeast corner of said intersection, thence easterly approximately one hundred fifty (150) feet to a light pole and bridge supporting electric stop signs and fire alarm and street lighting circuit, one (1) aerial cable containing three (3) insulated Number 8 copper wires. Copperweld strand messenger wire 9/32 inches in diameter with tensile strength of 5,174 pounds is the means of support of aerial cable unless otherwise indicated. All cables and wires will provide a vertical clearance of not less than twenty (20) feet over W. Cermak Road. All wires referred to will in all cases carry fifteen (15) volts or less.

The permission and authority herein granted shall be for a period of five (5) years from and after September 1, 1984.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Seven Hundred and no/100 Dollars ($700.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost

thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $2,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequences of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

Grant to Catholic Bishop of Chicago.

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

SECTION 1. Permission and authority are hereby given and granted to Catholic Bishop of Chicago, a corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed a communication cable five-eighths of an inch in diameter, encased in a rubber jacket, extending a distance of sixty-six (66) feet over and above S. Hoyne Avenue from the northwest side of S. Hoyne Avenue to the northeast side of S. Hoyne Avenue, attached to a pole installed on school property. Said cable to be ninety-four (94) feet in length and not less than twenty-five (25) feet above street level at said location, and shall be used for communication purposes between Christ The King School located at 9240 S. Hoyne Avenue; for a period of five (5) years from and after October 8, 1984.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of $10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Hundred Sixteen and no/100 Dollars ($216.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee,

without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said

insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to Ik J. Choe.

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

SECTION 1. Permission and authority are hereby given and granted to Ik J. Choe, upon the terms and subject to the conditions of this ordinance to maintain and use a portion of the sidewalk adjacent to the property commonly known as 1017 N. Rush Street. The area will be utilized for the display of seasonal floral merchandise, and shall extend five (5) feet into the public way from 1017 N. Rush Street, over a length of fifteen (15) feet. This area shall be utilized by authority herein granted for a period of two (2) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred Thirty and no/100 Dollars ($130.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee,

without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequences of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said

insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

Grant to Citizens National Bank of Chicago.

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

SECTION 1. Permission and authority are hereby given and granted to Citizens National Bank of Chicago, upon the terms and subject to the conditions of this ordinance to maintain and use, as now installed, an ornamental clock displaying time and temperature, attached to the building located at 5200 W. Chicago Avenue. Said ornamental clock is three (3) feet six (6) inches in height, nine (9) feet in width and extends not more than twenty (20) inches from building at a height of twelve (12) feet above public sidewalk grade. The above described uses of the public right-of-way shall exist by the authority herein granted for a period of five (5) years from and after November 16, 1984.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or

appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequences of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from or by reason or on account of any act or thing done, or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

Grant to John B. Coleman.

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

SECTION 1. Permission and authority are hereby given and granted to John B. Coleman, upon the terms and subject to the conditions of this ordinance, to maintain and use a tunnel under and across N. Ernst Court, the center line of tunnel beginning at a point fifty-nine (59) feet north of the north lot line of E. Chestnut Street, said tunnel not to exceed three (3) feet in height and four (4) feet in width, inside dimensions, to be used for the purpose of conveying merchandise between the buildings located at 62 E. Chestnut Street and 102 E. Chestnut Street; also two (2) vaults under the public sidewalk adjoining the premises known as 62, 102-108 E. Chestnut Street; vault crossing N. Ernst Court is approximately seventy-eight (78) feet in length by seven (7) feet in width and twelve (12) feet in depth; the vault in front of the premises known as 108 W. Chestnut Street and adjoining the basement area of said building is approximately twenty-six (26) feet in length by seven (7) feet in width, and twelve (12) feet in depth, to be used for the express purpose of storage of furniture; for a period of five (5) years from and after September 19, 1984.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of $10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Forty- nine and no/100 Dollars ($1,049.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public

way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the

faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to Commercial National Bank of Chicago.

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

SECTION 1. Permission and authority are hereby given and granted to Commercial National Bank of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use a one story bridge/passageway over the sixteen (16) foot public alley, approximately sixty- eight (68) feet north of the south lot line of W. Lawrence Avenue connecting second floors of buildings located at 2412 W. Lawrence Avenue and 4800 N. Western Avenue. Said bridge/passageway shall be approximately ten (10) feet in height, six (6) feet in width, sixteen (16) feet in length, fourteen (14) feet above street grade and of noncombustible construction. Authority herein granted for a period of five (5) years from and after the date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of $10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred Fifty and no/100 Dollars ($150.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. Said bridge or overpass shall be used solely as pedestrian bridge. The grantee shall be solely responsible for the construction, upkeep, maintenance, repair and demolition of said bridge. The structures constituting the bridge shall comply with all City Code and building ordinances; the design shall be architecturally satisfactory to the City, and shall be subject to all Municipal Code requirements. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the

insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. If the grantee fails to maintain, repair, replace or otherwise keep said bridge in good condition, or fails to provide yearly public liability and property damage insurance, or fails to keep the abutting premises in good condition, the grantor, upon one hundred twenty (120) days notice, may remove and demolish said bridge at the sole cost of the grantee. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to Fixler Corporation, d/b/a Dear's Cafe.

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

SECTION 1. Permission and authority are hereby given and granted to Fixler Corporation, d/b/a Dear's Cafe, upon the terms and subject to the conditions of this ordinance, to install an electrical cable for power between existing restaurant located at 167 N. State Street and outdoor Kiosk cafe. Said cable will be approximately sixteen (16) feet in length and ten (10) feet over sidewalk grade. The above described uses of the public right-of-way shall exist by the authority herein granted for a period of five (5) years from and after the date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Hundred and no/100 Dollars ($200.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege.

The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

Grant to Franciscan Sisters Health Care Corporation.

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

SECTION 1. Permission and authority are hereby given and granted to Franciscan Sisters Health Care Corporation, upon the terms and subject to the conditions of this ordinance, to occupy the east sixty (60) feet of S. Marshall Boulevard between the south line of W. 19th Street and the northerly line of the Burlington Northern Railroad (Chicago Burlington and Quincy Railroad): a distance of two hundred eighty (280) feet, containing approximately sixteen thousand eight hundred (16,800) square feet of space used for parking of automobiles. The above described uses of the public right-of-way shall exist by authority herein granted for a period of five (5) years from and after September 9, 1984.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in

accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Nine Hundred Fourteen and no/100 Dollars ($914.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being

granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

Grant to Illinois Bell Telephone Company.

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

SECTION 1. Permission and authority are hereby given and granted to Illinois Bell Telephone Company, upon the terms and subject to the conditions of this ordinance to maintain and use a Commonwealth Edison Service vault for the protection and installation of electric transformers serving the existing computer center located at 3201 W. 61st Street. Outside dimensions of said vault are approximately thirty-three (33) feet in length, eleven (11) feet in width and thirteen (13) feet in depth. This vaulted space lies under the public sidewalk on the west side of S. Kedzie Avenue approximately sixty-five (65) feet north of north line of W. 61st Street and extends northerly thirty-three (33) feet along westerly side of S. Kedzie Avenue; for a period of five (5) years from and after November 28, 1984.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in

accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of $10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago,

prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to The Lurie Company.

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

SECTION 1. Permission and authority are hereby given and granted to The Lurie Company, upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed an ornamental clock securely and properly attached to the building known as the southeast corner of W. Washington Street and N. LaSalle Street. Said clock

shall not exceed nine (9) feet beyond the face of the building and the lowest portion of same shall be not less than forty-one (41) feet above the level of the sidewalk. The above uses of the public right-of- way shall exist by the authority herein granted for a period of five years from and after October 31, 1984.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of $10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Hundred Twenty- six and no/100 Dollars ($226.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles

and other utilities. For the City of Chicago to recover from the bonding company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

Grant to North Park College and Theological Seminary.

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

SECTION 1. Permission and authority are hereby given and granted to North Park College and Theological Seminary for a temporary easement, upon the terms and subject to the conditions of this ordinance to maintain and use the easterly portion of the public right-of-way known as N. Albany Avenue, as an extension of the athletic track facility. The length of the said portion is to be limited to four hundred ten (410) feet, and shall begin from the southeast corner of W. Foster Avenue and N. Albany Avenue, to provide adequate space at the south end of the "dead end" N. Albany Avenue for access to the foot path across the North Branch of the Chicago River described as follows: said area begins at a point south of the south line of W. Foster Avenue and east of the east line of N. Albany Avenue, continuing south a distance approximately four hundred ten (410) feet, thence changing to a westerly direction continuing for a distance of approximately fourteen (14) feet, thence changing to a northerly direction, continuing approximately four hundred ten (410) feet, thence changing to an easterly direction, continuing approximately fourteen (14) feet to a point of beginning, for a total of fifty-seven hundred forty (5,740) square feet. Every effort should be made to save the existing trees along the fence line, in order to maintain a continued pleasant aesthetic appearance of the area to the residences on N. Albany Avenue. In the event any trees are removed from the subject area, North Park College (grantee) will replace with trees, equal to or better in quality and size, all to be located within the City of Chicago Parkway. All said work is to be performed with the approval and supervision of the Department of Streets and Sanitation. Further, all relocation of water and sewer lines along with City fire hydrants is to be performed under the supervision of the Commissioner of Water/Sewers and Fire Department. The above described uses of the public right-of-way shall exist by the authority herein granted for a period of three (3) years from and after November 14, 1984.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Two Hundred Fifty and no/100 Dollars ($1,250.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City

Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $2,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of, any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or

appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

Grant to Northwestern Golf Company, G & O Radiator Division, and The Allen Group, Incorporated.

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

SECTION 1. Permission and authority are hereby given and granted to Northwestern Golf Company and G & O Radiator Division and The Allen Group, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, a one-story covered conveyor bridge over and across N. Knox Avenue, to be used for the purpose of connecting the second floor of the premises known as 4156 N. Knox Avenue with the corresponding floor of the premises known as 4159 N. Knox Avenue. Said bridge shall be not more than thirteen (13) feet eight (8) inches in width, thirteen (13) feet in height and the lowest portion of said bridge shall be not less than seventeen (17) feet six (6) inches above the street at said location. The above described uses of the public right-of-way shall exist by the authority herein granted for a period of five (5) years from and after November 15, 1984.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of $10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the

annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. Said bridge or overpass shall be used solely as pedestrian bridge. The grantee shall be solely responsible for the construction, upkeep, maintenance, repair and demolition of said bridge. The structures constituting the bridge shall comply with all City Code and building ordinances; the design shall be architecturally satisfactory to the City, and shall be subject to all Municipal Code requirements. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. If the grantee fails to maintain, repair, replace or otherwise keep said bridge in good condition, or fails to provide yearly public liability and property damage insurance, or fails to keep the abutting premises in good condition, the grantor, upon one hundred twenty (120) days notice, may remove and demolish said bridge at the sole cost of the grantee. The aforementioned insurance coverage shall be maintained at all times by the grantee until

the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittees shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

Grant to Northwestern Memorial Hospital.

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

SECTION 1. Permission and authority are hereby given and granted to Northwestern Memorial Hospital upon the terms and subject to the conditions of this ordinance, to construct and maintain two manholes for sampling and flow measurement of wastewater, measuring approximately 48 inches in diameter and 6 feet deep, located over two wastewater pipes existing in the west wall of Wesley Pavillion in the public alley west of Fairbanks Court between Chicago Avenue and Superior Street. Authority herein granted for a period of five years from and after passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good

condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of $10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Six Hundred and no/100 Dollars ($600.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $ _____ combined single limit with said insurance covering all liability, both public liability and property damage, that

may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

Grant to Rubloff Development Company.

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

SECTION 1. Permission and authority are hereby given and granted to Rubloff Development Company, upon the terms and subject to the conditions of this ordinance, to install an overhead cable to carry telephone lines transferring calls between medical facilities. Plastic insulated cable will be approximately three hundred ninety-three point five (393.5) feet in length and twenty (20) feet above existing grade, supported by three (3) poles and extending west from existing building on S. Western Avenue, crossing over S. Claremont Avenue connecting existing building at 2314 W. 95th Street. The above

described uses on the public right-of-way shall exist by the authority herein granted for a period of five (5) years from and after the date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of $10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Hundred Sixteen and No/100 Dollars ($216.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of

Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to Saint Elizabeth Hospital of Chicago.

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

SECTION 1. Permission and authority are hereby given and granted to St. Elizabeth Hospital of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, a five (5) foot trench constructed of reinforced concrete. Enclosed within said trench shall be one four (4) inch cold water pipe, a one and one half (1-1/2) inch condensate return, one three (3) inch steam line, one six (6) inch chilled water supply pipe and one six (6) inch chilled water return pipe. Also located under the above mentioned supply pipe line shall be twelve (12) electrical conduits located in the same trench crossing Claremont Avenue. Said trench shall be located under and across N. Claremont Avenue at a point two hundred ninety-two (292) feet south of the south line of W. LeMoyne Street, a distance of sixty-six (66) feet under the public way. The above described uses of the public right-of-way shall exist by the authority herein granted for a period of five (5) years from and after September 12, 1984.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of $10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and No/100 Dollars ($300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost

thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to Sipi Metals Corporation.

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

SECTION 1. Permission and authority are hereby given and granted to Sipi Metals Corporation, upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public way for the purpose of storage and unloading of box cars. The boundary of said area begins at a point approximately one hundred (100) feet north of the north line of W. Wabansia Avenue on the west line of N. Besley Court, continuing in a northerly direction approximately two hundred three (203) feet, thence changing to an easterly direction and continuing for a distance of approximately six (6) feet, thence changing to a southerly direction and continuing for a distance of approximately two hundred three (203) feet, thence changing to a westerly direction and continuing for approximately six (6) feet, to a point of beginning, for a total of approximately twelve hundred twenty (1220) square feet of space. The above described uses of the public right-of-way shall exist by the authority herein granted for a period of five (5) years from and after November 1, 1984.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Hundred Thirty- three and no/100 ($233.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or

on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to 1335 North Astor Cooperative Building, Incorporated.

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

SECTION 1. Permission and authority are hereby given and granted to 1335 North Astor Cooperative Building, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a vault under the west half of the north-south sixteen-foot public alley east of N. Astor Street, north of the north line of E. Banks Street. Said vault is used for parking and shall not exceed one hundred forty (140) feet in length, eight (8) feet in width nor fifteen (15) feet in depth, outside dimensions, and not less than 12 inches below grade of public way; for a period of five (5) years from and after July 8, 1984.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of $10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Six Hundred Seventy- two and no/100 Dollars ($672.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provision

hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to Thompson Building Limited Partnership.

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

SECTION 1. Permission and authority are hereby given and granted to Thompson Building Limited Partnership, upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed sidewalk vaults located in the public way on North Clark and West Kinzie Streets adjacent to the building at 350 North Clark Street.

North Clark Street

Said vault shall run south for a distance of one hundred eighty-seven (187) feet starting from a point at the south-west corner of N. Clark Street and W. Kinzie Street. Said vault shall be sixteen (16) feet in width.

West Kinzie Street

Said vault shall run west for a distance of ninety-three (93) feet starting from a point at the southwest corner of N. Clark Street and W. Kinzie Street. Said vault shall be sixteen (16) feet in width.

Authority herein granted for a period of five years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of $10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,868.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding

company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to Uhlich Evangelical Lutheran Orphan Asylum.

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

SECTION 1. Permission and authority are hereby given and granted to Uhlich Evangelical Lutheran Orphan Asylum upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed a utility tunnel containing steam pipes under and across the north/south sixteen (16) foot public alley between N. California Avenue and N. Mozart Street at a point three hundred fifty (350) feet north of north line of W. Waveland Avenue. Said tunnel is approximately six (6) feet in width and eight (8) feet in height, connecting 3731 N. Mozart Street with 3730 N. California Avenue, and is located not less than twelve (12) inches below grade of alley; for a period of five (5) years from and after October 18, 1984.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said

removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

Grant to University of Chicago.

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

SECTION 1. Permission and authority are hereby given and granted to The University of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now installed, steam service pipes consisting of one (1) six-inch high-pressure steam main, one (1) three-inch high pressure drip main beginning at an existing steam service manhole located under the sidewalk on the west side of S. Ingleside Avenue at a point approximately thirty- nine (39) feet south of the south curb line of E. 60th Street, thence running south under said sidewalk entering a new manhole, the south wall of said manhole shall be at a point approximately one hundred ninety-six (196) feet, south of south curb line of E. 60th Street, thence west from said manhole one (1) two and one- half inch steam main, one (1) and one-quarter inch condensate return main and one (1) one-inch high-pressure drip main entering private property, all of said steam service pipes to be encased in an insulated conduit; for a period of five (5) years from and after November 27, 1984.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of $10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to Windsor Industries.

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

SECTION 1. Permission and authority are hereby given and granted to Windsor Industries, upon the terms and subject to the conditions of this ordinance, to maintain and use a concrete loading platform. Dimensions of platform are thirty (30) feet five (5) inches in length along the property line and tapering to twenty- eight (28) feet two (2) inches away from building line. The width of said platform is six (6) feet one (1) inch. Height is four (4) feet at the curb line and tapers to three feet at the building line. Said loading platform is located in the first east/west twenty (20) foot public alley north of W. Carroll Avenue used in connection with the premises known as 3200-3208 W. Carroll Avenue, for a period of five (5) years from and after January 19, 1984.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost

thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000, combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

APPROVAL GIVEN FOR GRANTS OF PRIVILEGE IN PUBLIC WAYS (CANOPIES).

The Committee on Streets and Alleys to which had been referred on September 6, 18 and 25, 1984, thirty-seven proposed orders for grants of privilege in public ways, submitted separate reports recommending that the City Council pass the said proposed orders transmitted therewith.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus 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 order):

Grant to Advanced Foods Corporation of Illinois: Canopies.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Advanced Foods Corporation of Illinois to construct, maintain and use three (3) canopies over the public right-of-way in S. Wabash Avenue attached to the building or structure located at 17 S. Wabash Avenue for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 6 feet respectively in length, nor 4 feet respectively in width: Upon the filing of the acceptance and bond and payment of One Hundred Fifty and no/100 Dollars ($150.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

Grant to Amalgamated Trust and Savings Bank: Canopies.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Amalgamated Trust and Savings Bank to maintain and use four existing canopies over the public right-of-way in S. Dearborn, W. Monroe, S. State and W. Van Buren Streets attached to the building or structure located at 400 S. Dearborn, 15 W. Monroe, 102 S. State and 45 W. Van Buren Streets for a period of three (3) years from and after January 21, 1984 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 16, 15, 18 and 14 feet respectively in length, nor 22, 11, 32 and 17 feet respectively in width: Upon the filing of the acceptance and bond payment of Two Hundred and no/100 Dollars ($200.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

Grant to American National Bank, U/T Number 39095: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to American National Bank, U/T Number 39095 to maintain and use a canopy over the public right-of-way in W. Diversey Avenue attached to the building or structure located at 4748 W. Diversey Avenue for a period of three (3) years from and after the date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 100 feet in length, nor 2 feet in width: Upon the filing of the acceptance and bond and payment of One Hundred Twenty-five and no/100 Dollars ($125.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to American National Bank and Trust of Chicago, U/T Number 90889: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to American National Bank and Trust of Chicago, U/T Number 90889 to maintain and use an existing canopy over the public right-of-way in N. Wabash Avenue attached to the building or structure located at 225-227 N. Wabash Avenue for a period of three (3) years from and after November 6, 1984 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 56 feet in length, nor 8 feet in width: Upon the filing of the acceptance and bond and payment of Eighty-one and no/100 Dollars ($81.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or

deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Awnco, Incorporated: Canopies.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Awnco, Inc. to maintain and use three (3) existing canopies over the public right of way in S. Western Avenue attached to the building or structure located at 9301 S. Western Avenue for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 17, 17 and 10 feet respectively in length, nor 5 feet respectively in width: Upon the filing of the acceptance and bond and payment of One Hundred Fifty and no/100 Dollars ($150.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

Grant to Brooklyn Bagel Boys on Broadway: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Brooklyn Bagel Boys on Broadway to maintain and use an existing canopy over the public right of way in N. Broadway attached to the building or structure located at 2932 N. Broadway for a period of three (3) years from and after the date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 16 feet in length, nor 4 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars ($50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Chicago City Bank and Trust Company, U/T Number 7903: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Chicago City Bank and Trust Company, as Trustee U/T Agreement dated July 25, 1967, Trust Number 7903 to maintain and use an existing canopy over the public right of way in W. 63rd Street attached to the building or structure located at 610-628 W. 63rd Street for a period of three (3) years from and after December 9, 1984 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of

Fire Prevention, said canopy not to exceed 55 feet in length, nor 12 feet in width: Upon the filing of the acceptance and bond and payment of Eighty and no/100 Dollars ($80.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Chicago-Wabash Partnership Limited: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Chicago-Wabash Partnership, Ltd. to maintain and use an existing canopy over the public right of way in N. Wabash Avenue attached to the building or structure located at 747-757 N. Wabash Avenue for a period of three (3) years from and after October 28, 1984 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 20 feet in length, nor 10 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars ($50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to DePaul University: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to DePaul University to maintain and use a canopy over the public right of way in S. Wabash Avenue attached to the building or structure located at 243 S. Wabash Avenue for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 34 feet in length, nor 2 feet in width: Upon the filing of the acceptance and bond and payment of Fifty-nine and no/100 Dollars ($59.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Dewald Restaurant Group, Incorporated: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Dewald Restaurant Group, Inc. to maintain and use an existing canopy over the public right of way in N. Western Avenue attached to the building or structure located at 7011 N. Western Avenue for a period of three (3) years from and after May 27, 1984 in accordance with plans

and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 10 feet in length, nor 10 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars ($50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Feline Inn: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Feline Inn to maintain and use an existing canopy over the public right of way in N. Wells Street attached to the building or structure located at 1445 N. Wells Street for a period of three (3) years from and after January 14, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 4 feet in length, nor 14 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars ($50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Final Call: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Final Call to maintain and use an existing canopy over the public right of way in W. 79th Street attached to the building or structure located at 734 W. 79th Street for a period of three (3) years from and after December 3, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 20 feet in length, nor 10 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars ($50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to The Florsheim Shoe Company: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to The Florsheim Shoe Company to maintain and use an existing canopy over the public right of way in S. Canal Street attached to the building or structure located at 130 S. Canal Street

for a period of three (3) years from and after December 7, 1984 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 29 feet in length, nor 12 feet in width: Upon the filing of the acceptance and bond and payment of Fifty-four and no/100 Dollars ($54.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Gilman Galleries, Incorporated: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Gilman Galleries, Inc. to maintain and use an existing canopy over the public right of way in E. Ontario Street attached to the building or structure located at 277 E. Ontario Street for a period of three (3) years from and after September 14, 1984 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 8 feet in length, nor 8 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars ($50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Irmco Properties and Management Corporation: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Irmco Properties and Management Corporation to maintain and use an existing canopy over the public right of way in W. Granville Avenue attached to the building or structure located at 1038-1050 W. Granville Avenue for a period of three (3) years from and after November 29, 1984 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 20 feet in length, nor 14 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars ($50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Justin Joy Company: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Justin Joy Company to construct, maintain and use a canopy over the public right-of-way in N. Lincoln Avenue attached to the building or structure located at 5909 N. Lincoln Avenue for a period of three (3) years from and after the date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 13 feet in length, nor 6 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars ($50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to LaSalle National Bank, U/T Number 53277: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to LaSalle National Bank, U/T Number 53277 to maintain and use an existing canopy over the public right-of-way in N. Rush Street attached to the building or structure located at 871 N. Rush Street for a period of three (3) years from and after October 20, 1984 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 20 feet in length, nor 3 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars ($50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Tony Lombardo: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Tony Lombardo to construct, maintain and use a canopy over the public right-of- way in N. Milwaukee Avenue attached to the building or structure located at 2023 N. Milwaukee Avenue for a period of three (3) years from and after October 31, 1984 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 32 feet in length, nor 4 feet in width: Upon the filing of the acceptance and bond and payment of Fifty-seven and no/100 Dollars ($57.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Mallards: Canopies.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Mallards to construct, maintain and use two (2) canopies over the public right-of- way in W. Washington Boulevard and N. Wabash Avenue attached to the building or structure located at 111 N. Wabash Avenue for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 7 feet respectively in length, nor 1 foot respectively in width: Upon the filing of the acceptance and bond and payment of One Hundred and no/100 Dollars ($100.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

Grant to McClurg Court Associates: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to McClurg Court Associates to maintain and use an existing canopy over the public right-of-way in E. Ontario Street attached to the building or structure located at 333 E. Ontario Street for a period of three (3) years from and after November 14, 1984 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 14 feet in length, nor 27 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars ($50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Medici on Surf: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Medici on Surf to maintain and use a canopy over the public right-of-way in N. Sheridan Road attached to the building or structure located at 2850 N. Sheridan Road for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 10 feet in length, nor 10 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars ($50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or

deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to The Merchandise Mart Owners: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to The Merchandise Mart Owners to construct, maintain and use an existing canopy over the public right of way in N. Wells Street attached to the building or structure located at 336 N. Wells Street for a period of three (3) years from and after June 9, 1984 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 19 feet in length, nor 14 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars ($50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Oak Trust and Savings Bank: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Oak Trust and Savings Bank to maintain and use an existing canopy over the public right of way in N. Rush and E. Chestnut Streets attached to the building or structure located at 865 N. Rush and 90 E. Chestnut Streets for a period of three (3) years from and after September 19, 1984 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 130 feet in length, nor 4 feet in width: Upon the filing of the acceptance and bond and payment of One Hundred Fifty-five and no/100 Dollars ($155.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Orly's Strikes Again, Incorporated: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Orly's Strikes Again, Inc. to construct, maintain and use a canopy over the public right of way in S. Dearborn Street attached to the building or structure located at 600 S. Dearborn Street for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 11 feet in length, nor 5 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars ($50.00) per

annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to O. S. H., Incorporated, d/b/a Bowmanville Cafe: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to O. S. H., Inc. d/b/a Bowmanville Cafe to maintain and use an existing canopy over the public right of way in N. Lincoln Avenue attached to the building or structure located at 5159 N. Lincoln Avenue for a period of three (3) years from and after the date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 89 feet in length, nor 5 feet in width: Upon the filing of the acceptance and bond and payment of One Hundred Fourteen and no/100 Dollars ($114.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to David Pintor: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to David Pintor to construct, maintain and use a canopy over the public right of way in N. Central Avenue attached to the building or structure located at 3511- 3513 N. Central Avenue for a period of three (3) years from and after the date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 45 feet in length, nor 3 feet in width: Upon the filing of the acceptance and bond and payment of Seventy and no/100 Dollars ($70.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Basil Portocalis: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Basil Portocalis to construct, maintain and use a canopy over the public right of way in W. Belmont Avenue attached to the building or structure located at 5516-5520 W. Belmont Avenue for a period of three (3) years from and after the date of passage in accordance

with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 42 feet in length, nor 2 feet in width: Upon the filing of the acceptance and bond and payment of Sixty-seven and no/100 Dollars ($67.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to The Prudential Insurance Company of Chicago: Canopies.

Ordered, That the City Comptroller is hereby authorized to issue a permit to The Prudential Insurance Company of America to maintain and use 2 existing canopies over the public right-of-way in Beaubien Court and N. Stetson Avenue attached to the building or structure located at 155 N. Beaubien Court and 160 N. Stetson Avenue for a period of three (3) years from and after December 21, 1984 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 24 and 26 feet respectively in length, nor 8 and 14 feet respectively in width: Upon the filing of the acceptance and bond and payment of One Hundred One and no/100 Dollars ($101.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

Grant to Raphael Hotel Company of Illinois: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Raphael Hotel Company of Illinois to maintain and use an existing canopy over the public right-of-way in E. Delaware Place attached to the building or structure located at 201 E. Delaware Place for a period of three (3) years from and after December 20, 1984 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 9 feet in length, nor 12 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars ($50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Randolph Flower Shop: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Randolph Flower Shop to maintain and use an existing canopy over the public right-of-way in E. Randolph Street attached to the building or structure located at 65 E. Randolph Street for a period of three (3) years from and after November 14, 1984 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 30 feet in length, nor 8 feet in width: Upon the filing of the acceptance and bond and payment of Fifty-five and no/100 Dollars ($55.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Six Corners Plaza Limited Partnership: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Six Corners Plaza Limited Partnership to construct, maintain and use an existing canopy over the public right-of-way in N. Milwaukee Avenue attached to the building or structure located at 3970 N. Milwaukee Avenue for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 197 feet in length, nor 3 feet in width: Upon the filing of the acceptance and bond and payment of Two Hundred Twenty-two and no/100 Dollars ($222.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to 318 West Randolph Partnership: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to 318 W. Randolph Partnership to construct, maintain and use a canopy over the public right-of-way in W. Randolph Street attached to the building or structure located at 318 W. Randolph Street for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 24 feet in length, nor 3 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars ($50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Union League Club of Chicago: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Union League Club of Chicago to maintain and use an existing canopy over the public right-of-way in 312 S. Federal Street attached to the building or structure located at 65 W. Jackson Boulevard for a period of three (3) years from and after September 28, 1984 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 35 feet in length, nor 6 feet in width: Upon the filing of the acceptance and bond and payment of Sixty and no/100 Dollars ($60.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Val Mar Management Corporation, Incorporated: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Val Mar Management Corporation, Inc. to maintain and use a canopy over the public right of way in W. Washington Boulevard attached to the building or structure located at 2120-2124 W. Washington Boulevard for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 6 feet in length, nor 12 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars ($50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Victoria Entertainment: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Victoria Entertainment to maintain and use an existing canopy over the public right of way in N. Sheffield Avenue attached to the building or structure located at 3147-3155 N. Sheffield Avenue for a period of three (3) years from and after December 19, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 44 feet in length, nor 14 feet in width: Upon the filing of the acceptance and bond and payment of Sixty-nine and no/100 Dollars ($69.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of

Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Wicker's, Incorporated: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Wicker's, Inc. to maintain and use a canopy over the public right of way in N. Milwaukee Avenue attached to the building or structure located at 1546 N. Milwaukee Avenue for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 20 feet in length, nor 2 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars ($50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Wieboldt Stores, Incorporated: Canopies.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Wieboldt Stores, Inc. to maintain and use two (2) existing canopies over the public right of way in N. Ashland Avenue attached to the building or structure located at 3236 N. Ashland Avenue for a period of three (3) years from and after October 11, 1984 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 24 and 8 feet respectively in length, nor 3 and 3 feet respectively in width: Upon the filing of the acceptance and bond and payment of One Hundred and no/100 Dollars ($100.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

PUBLIC ALLEY VACATED IN BLOCK BOUNDED BY WEST JACKSON BOULEVARD, WEST GLADYS AVENUE, SOUTH THROOP STREET AND SOUTH RACINE AVENUE.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public

interest to be subserved is such as to warrant the vacation of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the north-south 16-foot public alley lying west of the west line of Lots 1 to 4, both inclusive, in S. L. Brown's Subdivision of the N. 1/2 of Block 23 in Canal Trustee's Subdivision of the W. 1/2 and the W. 1/2 of the N.E. 1/4 of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian; lying west of the west line of Lots 1 to 5, both inclusive, in (Pigot and Bridge's) Subdivision of the S. 1/2 of Lot 4 and all of Lots 5, 6, and 7 in Subdivision of the N. 1/2 of Block 23 in Canal Trustee's Subdivision aforementioned; lying east of the east line of Lot 8 in S. L. Brown's Subdivision aforementioned; lying south of a line drawn from the northwest corner of Lot 1 in S. L. Brown's Subdivision aforementioned, to the northwest corner of Lot 8 in S. L. Brown's Subdivision aforementioned; lying north of the south line of Lot 8 in S. L. Brown's Subdivision produced east to the west line of Lot 5 in (Pigot and Bridge's) Subdivision of the S. 1/2 of Lot 4 aforementioned; said public alley herein vacated being further described as the first north-south 16-foot public alley west of S. Racine Avenue in the block bounded by W. Jackson Boulevard, W. Gladys Avenue, S. Throop Street, and S. Racine Avenue as colored in red and indicated by the words "To be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the Chicago Title and Trust Company, as Trustee, Trust No. 1083877, shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to owner of the property abutting said public alley hereby vacated, the sum of Nineteen Thousand Three Hundred Seventy-five and no/100 Dollars ($19,375.00), which sum in the judgment of this body will be equal to such benefits; further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to public alley hereby vacated, similar to the sidewalk and curb in W. Jackson Boulevard.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the Chicago Title and Trust Company, as Trustee, Trust No. 1083877 shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 4. This ordinance shall take effect and be in force from and after its passage.

[Drawing omitted for printing purposes.]

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

PUBLIC ALLEY VACATED IN BLOCK BOUNDED BY WEST WASHINGTON BOULEVARD, WEST MADISON STREET, NORTH PULASKI ROAD, AND NORTH HAMLIN BOULEVARD.

The Committee on Streets and Alley submitted a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That part of the north-south public alley lying north of the south 10 feet thereof, as conveyed to the City of Chicago by deed recorded July 7, 1892, as Document No. 1696711, in the Office of the Recorder of Deeds in Cook County, Illinois, and described as follows: The west 9 feet 6 inches of the east 10 feet of Lot 1 in Block 4 in Evans and Other's Subdivision of Blocks 1, 2, 3, and 4 in Osborne's Subdivision of the west 5 acres of the east 10 acres of that part of the E. 1/2 of the W. 1/2 of the S.W. 1/4 of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian south of Lake Street;

also

that part of the north-south public alley (lying north of the south 10 feet thereof) as conveyed to the City of Chicago by deed recorded July 7, 1894, as Document No. 2070356 in the Office of the Recorder of Deeds in Cook County, Illinois, and described as follows: The east 6 inches of the south 84 feet of Lot 1 in Block 4 in Evans and Other's Subdivision aforementioned;

also

that part of the north-south alley as "open on the ground" and described as follows: The east 6 inches of Lot 1 (except the south 84 feet thereof) in Block 4 in Evans and Other's Subdivision aforementioned;

also

that part of the public alley dedicated by deed recorded April 11, 1893, as Document No. 1846304, in the Office of the Recorder of Deeds in Cook County, Illinois, lying north of the north line of the south 10 feet of Lot 1 and lying west of the west line of the east 10 feet of Lot 1 in Block 4 in Evans and Other's Subdivision aforementioned; said part of public alley herein vacated being further described as all of the first north-south alley west of N. Hamlin Boulevard in the block bounded by W. Washington Boulevard, W. Madison Street, N. Pulaski Road, and N. Hamlin Boulevard as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, Evangelical Hospitals Corporation shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to owner of the property abutting said part of public alley hereby vacated, the sum of Three Thousand Three Hundred Fifty and no/100 Dollars ($3,350.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constucting sidewalk and curb across the entrance to the public alley hereby vacated, similar to the sidewalk and curb in W. Washington Boulevard. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the Evangelical Hospitals Corporation shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 4. This ordinance shall take effect and be in force from and after its passage.

[Drawing omitted for printing purposes.]

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

PUBLIC ALLEY AND PORTION OF WEST CARROLL AVENUE VACATED IN BLOCK BOUNDED BY WEST KINZIE STREET, WEST CARROLL AVENUE, NORTH CLARK STREET, AND NORTH DEARBORN STREET.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public street and public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of W. Carroll Avenue (formerly called New North Water Street) lying north of a line 31.0 feet south of and parallel with the north line of Lots 2, 3 and 4 in Block 2 in Original Town of Chicago in the S.E. 1/4 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian; lying north of a line 31.0 feet south of and parallel with the north line of Lot 1 in Block 2 in Original Town of Chicago aforementioned; said parallel line being also described as the north line of Lot 1 in Assessor's Division of Lot 1 in Block 2 in Original Town of Chicago aforementioned; lying south of a line 31.0 feet north of and parallel with the south line of Lots 5, 6, and 7 in Block 2 in Original Town of Chicago aforementioned; lying south of the south line of Lots 6, 7, 8, and 9 in (Butler's) Subdivision of Lot 8 in Block 2 in Original Town of Chicago aforementioned; lying west of the east line of Lots 1 and 8 and said east line extended across W. Carroll Avenue; and lying east of the west line of Lots 4 and 5 and said west lines extended across W. Carroll Avenue, all in Block 2 in Original Town of Chicago aforementioned;

also

all that part of the east-west 10-foot public alley lying south of the south line of Lot 5 and the south line of Lot 5 extended west (being the south line of the north-south 10-foot public alley vacated by ordinance passed March 25, 1916, and recorded May 24, 1916, as Document No. 5874955); said public street and public alley herein vacated being further described as all that part of W. Carroll Avenue lying between N. Clark Street and N. Dearborn Street; together with all of the east-west 10-foot public alley running west from N. Dearborn Street approximately 80.4 feet in the block bounded by W. Kinzie Street, W. Carroll Avenue, N. Clark Street, and N. Dearborn Street as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The vacations herein provided for are made upon the express condition that LaSalle National Bank, as Trustee, Trust No. 104102, its successors, or assigns shall execute and deliver to the Office of the Corporation Counsel, the Commissioner of Public Works, the Commissioner of Water, and the Commissioner of Sewers of the City of Chicago prior to the issuance of any building permit on said beneficiary's premises (a) a Grant of

Easement of a strip of land 24 feet in width over, upon and across the right of way of Carroll Avenue as herein vacated, to remain open above the existing grade (at track level) and below an elevation of 18 feet above the existing grade for (i) public ingress and egress, (ii) installation, maintenance, removal and operation of public water and sewer lines, and (iii) installation, maintenance, removal, and operation of railroad tracks by the Chicago and North Western Transportation Company, its successors and assigns, and (b) a Grant of Easement to the City of Chicago for pedestrian ingress and egress, over, upon and across an area of not less than 25,000 square feet in the aggregate, both along the Chicago River and above the improvements to be constructed over the Easement referred to in (a) above, provided, however, that the said Grant of Easement shall (i) reserve to the grantor, its successors, and assigns, the right to (A) landscape such areas and finish surfaces thereof, (B) construct subject to City approval and at no cost to the City of Chicago, private improvements upon such areas or in support of improvements on adjoining property, provided the same do not prevent or obstruct ingress or egress, (C) operate and maintain such areas including the right to remove snow, ice, rubbish, and refuse; and (D) close off such areas from time to time to accomplish the foregoing; (ii) commence upon completion of construction of the plaza by the grantor, (iii) terminate upon the demolition or removal of the improvements to be constructed by the grantor upon the adjoining property, pursuant to the Planned Development Ordinance adopted for said property. Upon the approval of the Corporation Counsel, the Commissioner of Public Works, the Commissioner of Water and the Commissioner of Sewers said Grant of Easement shall forthwith be recorded in the Recorder's Office of Cook County, Illinois by LaSalle National Bank, as Trustee, Trust No. 104102, and the Document Number thereof, shall be furnished to the Office of the Commissioner of Public Works.

The vacations herein provided for are further made subject to existing railroad track ordinances and the LaSalle National Bank, as Trustee, Trust No. 104102, hereby agrees to accept the terms and conditions of all existing ordinances between the City of Chicago and the railroads occupying that part of W. Carroll Avenue herein vacated.

The LaSalle National Bank, as Trustee, Trust No. 104102, hereby agrees to construct or cause to be constructed, bulkheads in the Chicago Freight Tunnel located in W. Carroll Avenue at the east line of N. Clark Street and the west line of N. Dearborn Street, also in the two (2) Freight Tunnel entrances at the west line of S. Dearborn Street south of W. Carroll Avenue.

The LaSalle National Bank, as Trustee, Trust No. 104102, hereby agrees to accept and maintain as private sewers all existing sewers and appurtenances thereto which are located in that part of W. Carroll Avenue as herein vacated.

SECTION 3. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company, their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment, and underground conduit, cables and associated equipment for the transmission and distribution of electric energy under, over, and along all of the public street and public alley as herein vacated with the right of ingress and egress.

SECTION 4. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, the LaSalle National Bank, as Trustee, Trust No. 104102, shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to owner of the property abutting said

public street and public alley hereby vacated, the sum of One Million Six Hundred Thirty-four Thousand (and no/100) Dollars ($1,634,000.00), which sum in the judgment of this body will be equal to such benefits.

SECTION 5. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, the LaSalle National Bank, as Trustee, Trust No. 104102, shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 6. This ordinance shall take effect and be in force from and after its passage.

[Drawing omitted for printing purposes.]

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

SUPERINTENDENT OF MAPS DIRECTED TO APPROVED PLAT OF SUBDIVISION.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of West Town Subdivision in the area bounded by W. Blackhawk Street, N. Paulina Street, N. Milwaukee Avenue, and N. Ashland Avenue, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 6-32-83-864 Rev. 9/25/84).

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

[Plat omitted for printing purposes.]

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

PORTION OF SPECIFIED PUBLIC ALLEY NAMED SOUTH ELSDON AVENUE.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

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

SECTION 1. That the north-south public alley in the block bounded by W. 54th Street, W. 55th Street, S. Millard Avenue, and the right of way of the Grand Trunk Western Railroad be and the same is hereby named S. Elsdon Avenue (No. 11-23-84-918).

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

LOADING ZONES ESTABLISHED ON PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for proposed ordinances previously referred to the committee on May 30 and July 9, 1984):

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

SECTION 1. That in accordance with the provisions of Section 27-410 of the Municipal Code of Chicago, the following locations are hereby designated as loading zones for the distances specified, during the hours designated:

Public Way	Distance and Hours
N. Hazel Street (west side)	From a point 20 feet south of W. Montrose Avenue, to a point 100 feet south thereof -- 9 A.M. to 4 P.M., Monday thru Saturday;
N. Hazel Street (west side)	From a point 20 feet south of W. Montrose Avenue, to a point 100 feet south thereof -- 8:30 A.M. to 5:30 P.M., Monday thru Saturday;
N. Winthrop Avenue (west side)	From a point 20 feet south of W. Granville Avenue, to a point 40 feet south thereof -- 7 A.M. to 2 A.M.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

VEHICULAR TRAFFIC MOVEMENTS RESTRICTED AND AMENDED ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted separate reports recommending that the City Council pass the following proposed ordinances transmitted therewith (as a substitute for proposed ordinances previously referred to the committee):

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus 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):

Vehicular Traffic Movements Restricted.

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

SECTION 1. Pursuant to Section 27-403 of the Municipal Code of Chicago, the operator of a vehicle shall operate such vehicle only in the direction specified below on the public ways between the limits indicated:

Public Way	Limits and Direction
W. Polk Street	From S. Cicero Avenue to S. Lavergne Avenue -- westerly;

SECTION 2. This ordinance shall take effect and be in force hereinafter its passge and publication.

Vehicular Traffic Movements Amended.

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

SECTION 1. Repeal ordinance passed 7-1-70, page 8853, which reads, S. Albany Ave. from W. Archer Ave. to Pershing Rd. -- northerly.

SECTION 2. Amend ordinance passed 9-15-71, page 1122 which reads, S. Normal Ave. from W. 75th St. to W. 81st St. -- southerly by striking W. 75th St. and inserting in lieu thereof W. 76th St.

SECTION 3. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT OF PARKING METER AREAS ON DESIGNATED STREETS.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for a proposed order previously referred to the committee on September 6, 1984):

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

SECTION 1. Pursuant to Section 27-415 of the Municipal Code of Chicago, the Commissioner of Public Works is hereby authorized and directed to establish parking meter areas as follows:

Street	Limits
N. Hudson Ave. (both sides)	Between W. Huron St. and W. Erie St.
W. Huron St.	Between N. Hudson Ave. and N. (both sides)Kingsbury St. -- 8 A.M. to 6 P.M., Monday thru Saturday.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

PARKING METER ZONES AMENDED ON PORTIONS OF DESIGNATED STREETS.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for proposed orders previously referred to the committee on December 1, 1982 and July 9, 1984):

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

SECTION 1. Strike ordinance introduced related to 4388 N. Elston Avenue, Nos. 459/4013 and 459/4014 -- for public benefit.

SECTION 2. Strike ordinance introduced related to 4708 N. Western Ave. (west side) Nos. 4944020-4944019-4944018-4944017 and 4944016.

SECTION 3. This ordinance shall take effect and be in force hereinafter its passage and publication.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

PARKING LIMITATIONS ESTABLISHED ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith (as a substitute for proposed ordinances previously referred to the committee in reference to parking limitations).

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus 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. Pursuant to Section 27-414 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in areas indicated, during the hours specified:

Public Way	Limits and Times
N. Washtenaw Avenue (west side)	From W. Fullerton Avenue to the 1st alley south thereof -- 1 hour, 8 A.M. to 6 P.M., Monday thru Saturday;
N. Western Avenue (west side)	From a point 85 feet south of Pensacola Avenue to a point 55 feet south thereof -- 1 hour, 9 A.M. to 6 P.M., Monday thru Saturday.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

REGULATIONS PRESCRIBED, AMENDED OR DISCONTINUED IN REFERENCE TO PARKING OF VEHICLES ON SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted separate reports recommending that the City Council pass proposed ordinances transmitted therewith (as a substitute for proposed ordinances and orders previously referred to the committee) in reference to parking of vehicles.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus 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):

Prohibition Against Parking of Vehicles At All Times.

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

SECTION 1. Pursuant to Section 27-413 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public ways in the areas indicated:

Public Way	Area
N. Albany Avenue (west side)	From a point 78 feet north of W. Waveland Avenue, to a point 25 feet north thereof (3708 N. Albany Avenue -- Permit 803);
S. Artesian Avenue (west side)	From a point 32 feet south of W. 73rd Street to a point 25 feet south thereof (7304 S. Artesian Avenue -- Permit 804);
W. Belle Plaine Avenue (north side)	From a point 135 feet east of N. Greenview Avenue, to a point 25 feet east thereof (1468 W. Belle Plaine Avenue -- Permit 818);
S. Bishop Street (east side)	From a point 20 feet north of W. 81st Street to a point 20 feet north thereof (8059 S. Bishop Street -- Permit 814);
S. Canal Street (west side)	From a point 151 feet north of W. 30th Street, to a point 22 feet north thereof (2942 S. Canal Street -- Permit 816);
N. Central Park Avenue (west side)	From W. Peterson Avenue to W. Bryn Mawr Avenue -- in parkway;
N. Elston Avenue (west side)	At 4388 -- at all times -- for public benefit;
W. Fletcher Street (north side)	From a point 220 feet west of N. Lamon Avenue, to a point 25 feet west thereof (4922 W. Fletcher Street -- Permit 815);
N. Hazel Street (west side)	From a point 120 feet south of W. Montrose Avenue, to a point 25 feet south;
N. Hazel Street	From a point 120 feet south of W. Montrose Avenue, to a point 50 feet south thereof;
N. Leclaire Avenue (east side)	From a point 300 feet north of W. Irving Park Road, to a point 25 feet north thereof (4031 N. Leclaire Avenue -- Permit 834);

Public Way	Area
W. Logan Boulevard (south side)	(South service drive) from a point 33 feet east of N. Francisco Avenue, to a point 25 feet east thereof (2855 W. Logan Boulevard -- Permit 819);
W. Newport Avenue (north side)	From a point 160 feet east of N. Southport Avenue, to a point 25 feet east thereof (1340 W. Newport Avenue -- Permit 817);
N. Sayre Avenue (west side)	From W. Belmont Avenue to the first alley south thereof;
N. Washtenaw Avenue (west side)	From a point 40 feet south of W. Fullerton Avenue, to a point 25 feet south thereof;
N. Wayne Avenue (west side)	From a point 75 feet south of W. Morse Avenue, to a point 50 feet south thereof;
N. Wolcott Avenue (east side)	From a point 130 feet south of W. Potomac Avenue, to a point 40 feet south thereof;
W. 65th Street	From State Street to Lafayette Avenue.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amend Prohibition Against Parking of Vehicles At All Times.

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

SECTION 1. Amend ordinance passed 11-15-79, page 1298 which reads; N. Central Park Avenue, (west side) from W. Bryn Mawr Avenue to W. Peterson Avenue by striking W. Bryn Mawr Avenue and inserting in lieu therof W. Ardmore Avenue.

SECTION 2. Striking ordinance related to 2950 W. Chicago Avenue.

SECTION 3. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amend Prohibition Against Parking of Vehicles During Specified Hours.

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

SECTION 1. Repeal ordinance passed 9-12-83, page 2343, which reads; W. Gregory Street (both sides) from N. Olcott Avenue to N. Oketo Avenue - 7 A.M. to 4 P.M., Monday thru Friday.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Residential Parking Established.

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

SECTION 1. Pursuant to Section 27-317 of the Municipal Code of Chicago, a portion of the below-named street is hereby designated as Residential Parking, for the following location:

Street	Limits
S. Buffalo Avenue (both sides)	Between E. 136th Street and the first alley south thereof -- at all times, Zone 46;
W. Dakin Street (both sides)	Between N. Lamon Avenue and the first alley west of N. Cicero Avenue, -- at all times, Zone 48;
S. Kilbourn Avenue (east side)	Between W. 54th Street and the railroad tracks north thereof -- 8 A.M. to 5 P.M., Monday thru Friday, Zone 21;
W. Melrose Street (both sides)	Between the 1st alley west of N. Cicero Avenue and N. Lamon Avenue -- at all times, Zone 47;
S. Mulligan Avenue (both sides)	Between W. 54th Street and the 1st alley north of S. Archer Avenue -- 8 A.M. to 6 P.M., Monday thru Saturday, Zone 35;
N. St. Louis Avenue (both sides)	Between W. Addison Street and W. Waveland Avenue -- at all times, Zone 33.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

AUTHORITY GRANTED TO ESTABLISH SERVICE DRIVE ON PORTION OF NORTH NASHVILLE AVENUE.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for a proposed ordinance previously referred to the committee on June 20, 1984):

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

SECTION 1. Pursuant to Section 27-306 of the Municipal Code of Chicago, a portion of the below-named street is hereby designated as a service drive and further pursuant to said section, diagonal parking is hereby permitted in said newly designated location:

Street	Limits
N. Nashville Avenue (both sides)	Between W. North Avenue and the first alley north thereof.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

THROUGH STREETS ESTABLISHED ON PORTIONS OF SPECIFIED PUBLIC WAYS.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for a proposed order previously referred to the Committee on July 9, 1984):

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

SECTION 1. Pursuant to Section 27-200 of the Municipal Code of Chicago, the following streets between the limits indicated are hereby designated as through streets:

Street	Limits
E. 55th Place	Between S. Dorchester Avenue and S. Blackstone Avenue, inclusive.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

THROUGH TRAFFIC PROHIBITED ON PORTIONS OF SPECIFIED PUBLIC WAYS.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for a proposed ordinance previously referred to the committee):

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

SECTION 1. Pursuant to Section 27-200 of the Municipal Code of Chicago, the following streets between the limits indicated are hereby designated as through traffic prohibited:

Street	Limits
North/south alley bounded by	W. 46th Street, S. California Avenue, W. 47th Street and S. Mozart Street.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

"TRAFFIC LANE TOW-AWAY ZONE" ESTABLISHED ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for proposed ordinances previously referred to the committee on June 6, June 20 and July 9, 1984):

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

SECTION 1. Pursuant to Section 27-414 of the Municipal Code of Chicago, the following location is hereby designated as a Traffic Lane Tow Away Zone between the limits and during the times standing or parking of any vehicle shall be considered a definite hazard to the normal movement of traffic. The Commissioner of Public Works is hereby authorized and directed to install traffic signs designating the hour of prohibition along said route:

Public Way	Limits and Time
W. Argyle Street (north side)	From N. Broadway to Sheridan Road -- 7 A.M. to 9 A.M., Tuesday and Thursday;
W. Argyle Street (south side)	From N. Broadway to Sheridan Road -- 7 A.M. to 9 A.M., Monday thru Wednesday;
W. Argyle Street (north side)	From a point 270 feet east of N. Sheridan Road to a point 80 feet east thereof and from a point 400 feet east of N. Sheridan Road to a point 50 feet east thereof -- at all times;
W. Bryn Mawr Avenue (north side)	From a point 30 feet east of N. Kenmore Avenue to a point 43 feet east thereof -- at all times;
N. Clark Street (west side)	W. Elm Street to W. Division Street - - at all times;
W. Granville Avenue (both sides)	From the Lake west to N. Sheridan Road -- at all times;
W. Roscoe Street (south side)	From Chicago River wall to a point approximately 200 feet west thereof -- 8 A.M. to 6 P.M., Monday thru Saturday;
N. Winthrop Avenue (west side)	From W. Loyola Avenue to a point 135 feet south thereof -- 8 A.M. to 4:30 P.M., Monday thru Saturday;

Public Way	Limits and Time
W. 14th Place (both sides)	From S. Jefferson Street to S. Union Avenue -- at all times.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

TRAFFIC WARNING SIGNS ESTABLISHED ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed order transmitted therewith (as a substitute for proposed orders previously referred to the committee):

Ordered, That the Commissioner of Public Works be and he is hereby authorized and directed to erect traffic warning signs on the following streets, of the types specified:

Street	Type of Sign
S. Archer Avenue and S. Linder Avenue	Automatic traffic control signals;
W. Catalpa Avenue and N. Menard Avenue, stopping eastbound Catalpa Avenue	"Stop" sign;
W. Iowa Street for N. Pine Avenue	"Stop" sign;
East/westbound traffic on W. Greenleaf Avenue at intersection of N. Glenwood Avenue	"Stop" sign;
S. Leavitt Street and W. 18th Street	"All-Way Stop" sign;

Street	Type of Sign
N. Loyola Avenue and N. Winthrop Avenue	"4-Way Stop" sign;
N. Magnet Avenue and N. Menard Avenue, stopping northbound Magnet Avenue	"Stop" sign;
N. Major Avenue for W. Cullom Avenue	"2-Way Stop" sign;
N. Manila Avenue and N. Menard Avenue, stopping northbound Manila Avenue	"Stop" sign;
N. Menard Avenue and N. Magnet Avenue, stopping northbound Menard Avenue	"Stop" sign;
N. Overhill Avenue and W. Berwyn Avenue, stopping traffic on Berwyn Avenue	"2-Way Stop" sign;
Corner of N. Sheridan Road and W. Briar Place for southbound traffic on Sheridan Road and westbound traffic on Briar Place	"No Turn on Red" signs;
W. 19th Street and S. Damen Avenue	"Stop" sign;
W. 28th Street and S. Western Avenue	"Automatic Traffic Control" signals;
W. 30th Street for S. Kildare Avenue	"2-Way Stop" sign;
W. 60th Street and S. Mobile Avenue	"3-Way Stop" sign.

On motion of Alderman Laurino, the foregoing proposed substitute order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

TRAFFIC WARNING SIGNS AMENDED ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for proposed ordinances previously referred to the committee on July 9, 1984):

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

SECTION 1. Amend ordinance introduced by the City Council related to W. Birchwood Avenue at N. Sacramento Avenue stopping Birchwood Avenue by striking N. Sacramento Avenue and inserting in lieu thereof N. Francisco Avenue, "2-Way Stop" sign.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

WEIGHT LIMITATION ESTABLISHED ON PORTION OF SPECIFIED STREET.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for proposed ordinances previously referred to the committee on July 9, 1984):

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

SECTION 1. Pursuant to Section 27-418 of the Municipal Code of Chicago the maximum weight permitted to be carried by any truck or commercial vehicle upon the following public ways between the limits indicated (except for the purposes of delivering or picking up material or merchandise) shall be as follows:

Public Way	Limits and Maximum Load
E. 113th Street	From S. Cottage Grove Avenue to S. Langley Avenue -- 5 tons.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Failed to Pass -- PROPOSED ORDINANCES AND ORDERS RELATING TO TRAFFIC REGULATIONS, TRAFFIC SIGNS, ETC.

(Adverse Committee Recommendations).

The Committee on Traffic Control and Safety submitted a report recommending that the City Council *Do Not Pass* sundry proposed ordinances and proposed orders (transmitted with the committee's report) relating to traffic regulations, traffic signs, etc.

Alderman Laurino moved to *Concur In* the committee's recommendations. The question in reference to each proposed ordinance or proposed order thereupon became: *"Shall the proposed ordinances or proposed orders Pass, notwithstanding the committee's adverse recommendations?"* and the several questions being so put, each of the said proposed ordinances and proposed orders *Failed to Pass*, by yeas and nays as follows:

Yeas -- None.

Nays -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The committee report listing said ordinances and orders which *Failed to Pass*, reads as follows:

CHICAGO, October 31, 1984.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, begs leave to recommend that Your Honorable Body *Do Not Pass* sundry proposed ordinances and orders submitted herewith, which were referred to your committee (December 6, 1983, December 22, 1983, January 11, 1984, February 8, 1984, March 30, 1984, April 13, 1984, May 9, 1984, May 30, 1984, June 6, 1984, June 20, 1984 and July 9, 1984) concerning traffic regulations and traffic signs etc. as follows:

Parking Prohibited At All Times:

N. Avers Avenue (east side)	From a point 30 feet west of N. Milwaukee Avenue to a point 39 feet west thereof; and from a point 87 feet west of N. Milwaukee Avenue to a point 25 feet west thereof;
N. Harlem Avenue (west side)	No. 3540 -- between two (2) driveways;
N. Kedzie Avenue	No. 4117 -- Handicapped Parking Permit;
S. McVicker Avenue	No. 5824 -- Handicapped Parking Permit;
S. Merrill Avenue	No. 6931 -- Handicapped Parking Permit.
S. Nashville Avenue	No. 5319 -- Handicapped Parking Permit.

Parking Limited During Specified Hours:

N. Washtenaw Avenue (west side)	From Fullerton Avenue to the 1st alley south thereof -- 1-hour -- 8:00 A.M. to 6:00 P.M. -- Monday thru Friday.

Loading Zone:

S. Ashland Avenue	No. 207 -- 9:00 A.M. to 4:00 P.M. -- Monday thru Friday;
N. Milwaukee Avenue (east side)	No. 2501-2513 -- at all times.

Installation of Parking Meters:

N. Halsted Street	In front of 3731-3745.

Miscellaneous Signs:

N. Normandy Avenue	In the "T" alley of the 2800 block -- "Children Playing" signs.

Residential Permit Parking Zones:

N. Central Park Avenue (west side)	From W. Bryn Mawr Avenue to W. Ardmore Avenue -- extension to residential parking area 10;
N. Lavergne Avenue	1400 and 1500 blocks --establishment of residential parking area.

Single Direction:

S. Washtenaw Avenue	Between W. 109th Street and W. 107th Street -- northerly.

Speed Limitation:

N. Monitor Avenue	From Hirsch to North Avenue -- 1400 north to 1600 north -- erection of proper signs to post speed zones.

Traffic Warning Signs and Signals:

(January 11, 1984) "Stop" signs: At the intersection of W. Barry Avenue and N. Harding Avenue, stopping Barry Avenue;

(May 30, 1984) "Stop" signs: For north and southbound traffic on S. King Drive at the intersection of E. 81st Street;

(March 30, 1984) "Left Turn on Arrow Only" signal: S. Lafayette Avenue from westbound 83rd Street;

(July 9, 1984) "Stop" signs: On N. Lawndale Avenue at the intersection of W. Berteau Avenue;

(June 20, 1984) "Stop" signs: At the intersection of W. Palmer Square and N. Albany Avenue, stopping westbound traffic on Palmer Square, at No. 3080 W. Palmer Square;

(July 9, 1984) "2-Way Stop" signs: E. 72nd Street and S. Dorchester Avenue, stopping east and west traffic on 72nd Street;

(July 9, 1984) "3-Way Stop" signs: At the intersection of E. 73rd Street and S. Calumet Avenue;

(May 30, 1984) "Stop" signs: At the intersection of E. 87th Street and S. Burley Avenue;

(July 9, 1984) "Stop" signs: At the intersection of E. 96th Street and S. Michigan Avenue.

Weight Limitations:

S. Champlain Avenue	From E. 111th Street to E. 115th Street -- 5-tons;
S. Langley Avenue	From E. 111th Street to E. 115th Street -- 5-tons;
S. St. Lawrence Avenue	From E. 111th Street to E. 115th Street -- 5-tons;
E. 112th Street	From S. Cottage Grove Avenue to S. Langley Avenue -- 5-tons;
E. 114th Place	From S. Cottage Grove Avenue to S. Champlain Avenue -- 5-tons;
E. 114th Street	From S. Cottage Grove Avenue to S. Langley Avenue -- 5-tons.

Amend Parking Prohibited During Specified Hours:

"N. Milwaukee Avenue (east side)	No. 2501-2513 -- 7 A.M. to 7 P.M., Mondays thru Fridays".

Removal of Parking Meter:

N. Sheridan Road	No. 4640 (in front of) -- removal of two meters.

Amend Single Direction:

W. Palmer Street	From Major to Mango Avenues -- single direction -- westerly, by striking: "westerly", and inserting in lieu thereof: "2-way traffic."

This recommendation was concurred in by the members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) ANTHONY C. LAURINO,
Chairman.

COMMITTEE ON ZONING.

CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY PARTICULAR AREAS.

The Committee on Zoning submitted the following report:

CHICAGO, October 30, 1984.

To the President and Members of the City Council:

Your Committee on Zoning begs leave to recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith (referred to your committee on August 17, 1983, June 20, September 6, 18 and 24, 1984) to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

(Signed) EDWARD R. VRDOLYAK,
Vice-Chairman.

On motion of Alderman Gabinski, the committee's recommendations were *Concurred In* and *each* of the said proposed ordinances was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Reclassification of Area Shown on Map No. 1-E.

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 B6-7 Restricted Central Business District symbols and indications as shown on Map No. 1-E in

the area bounded by

East Haddock Place; a line 72 feet west of North Garland Court; East Lake Street; and a line 48 feet east of North Wabash Avenue,

to the designation of a Central Area Parking 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.

[Central Area Parking Planned Development printed on pages 10701 thru 10706 of this Journal.]

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

Reclassification of Area Shown on Map No. 2-G.

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 M1-3 Restricted Manufacturing District symbols and indications as shown on Map No. 2-G in the area bounded by

West Jackson Boulevard; South Racine Avenue; alley next south of and parallel to West Jackson Boulevard and center line of Gladys Avenue; and a line 261.20 feet west of and parallel to South Racine Avenue,

to those of a C3-7 Commercial-Manufacturing 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.

Reclassification of Area Shown on Map No. 2-K.

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 M1-2 Restricted Manufacturing District symbols and indications as shown on Map 2-K in the area bounded by

West Harrison Street; a line 98.62 feet east of and parallel to South Kilbourn Avenue; a line 115.78 feet south of and parallel to West Harrison Street; a line 48.62 feet east of and parallel to South Kilbourn Avenue; the alley next south of and parallel to West Harrison Street; and South Kilbourn Avenue,

(Continued on page 10707)

PLAN OF DEVELOPMENT

CENTRAL AREA PARKING PLANNED DEVELOPMENT

STATEMENTS

1. The area delineated herein as Central Area Parking Planned Development consists of the property located at 54-64 East Lake Street which is owned or controlled by the Board of Trustees to Community College, District 508.

2. The public parking facility proposed shall be used for the parking of passenger cars, light vans and pick up trucks. No heavy commercial trucks shall be parked upon the said lot at any time.

3. Adequate drainage shall be provided so as to permit runoff of flow to an established City of Chicago sewer.

4. Adequate lighting will be maintained at the facility.

5. Ingress and/or egress will be provided from driveways on East Lake Street and East Haddock Place. All driveways will comply with the Driveway Ordinance of the City of Chicago.

6. The Applicant or its successors, assignees, or grantees shall obtain all required Chicago reviews, approvals and permits in connection with this Plan of Development.

7. Any dedication or vacation of streets or alleys or easements or any adjustment of right-of-way shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees, and approval by the City Council.

8. Use of land will consist of a multi-level parking structure, with business and related uses at street level.

9. Business identification signs may be permitted within the Planned Development subject to the review and approval of the Department of Planning and the Department of Inspectional Services. No advertising signs will be permitted.

10. The zoning classification of the subject property will revert to the B6-7 Restricted Central District classification following the termination of the site as a parking facility.

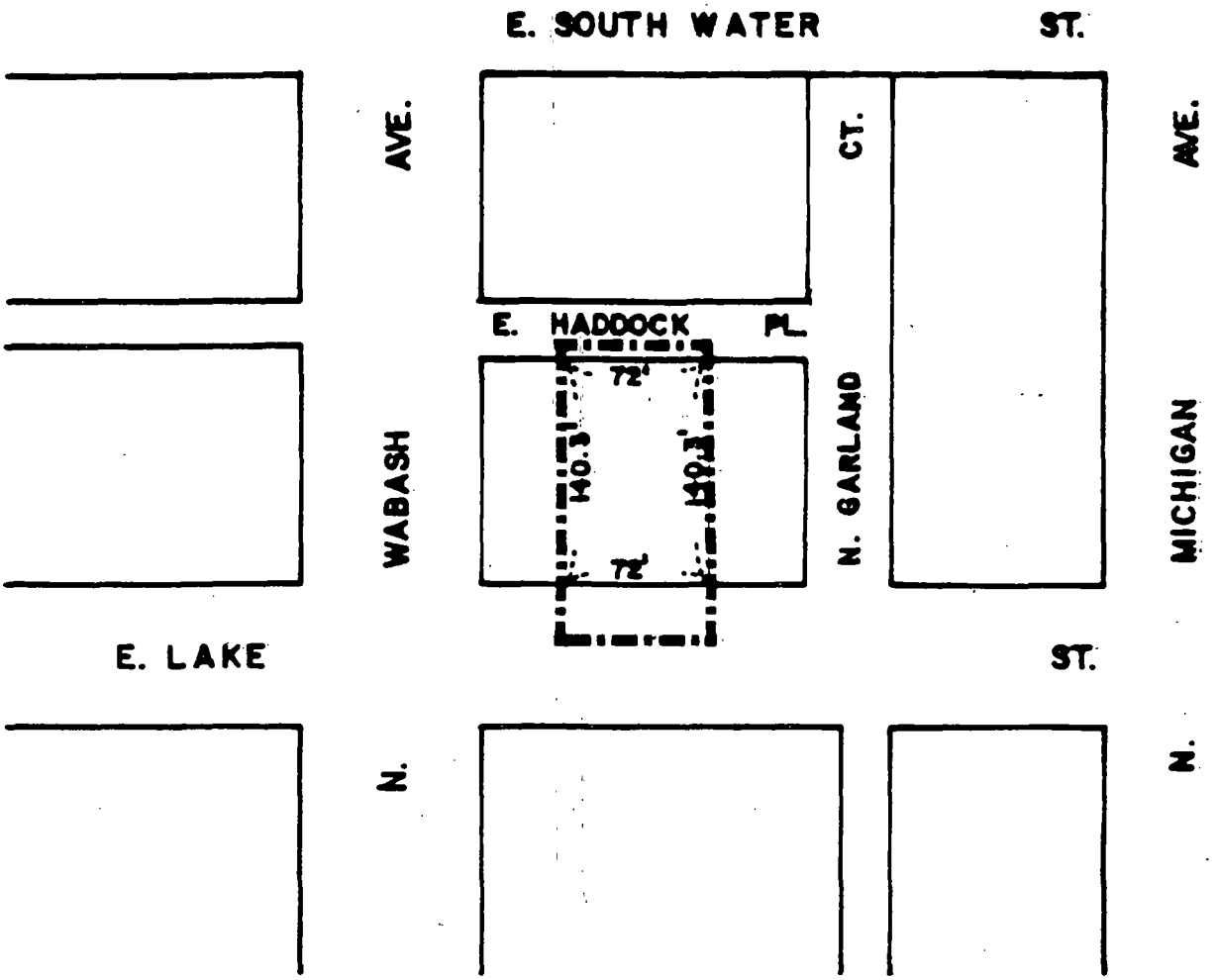
11. The information in the Plan of Development attached hereto sets forth data concerning the generalized land use plan of the area delineated herein as the Planned Development and illustrates that the development of such area will be in accordance with the intent and purpose of the Chicago Zoning Ordinance.

12. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments," as promulgated by the Commissioner of the Department of Planning.

APPLICANT: BOARD OF TRUSTEES OF COMMUNITY COLLEGE, DISTRICT 508

DATE: June 5, 1984

CENTRAL AREA PARKING PLANNED DEVELOPMENT
PROPERTY LINE MAP AND RIGHT-OF-WAY ADJUSTMENTS



LEGEND

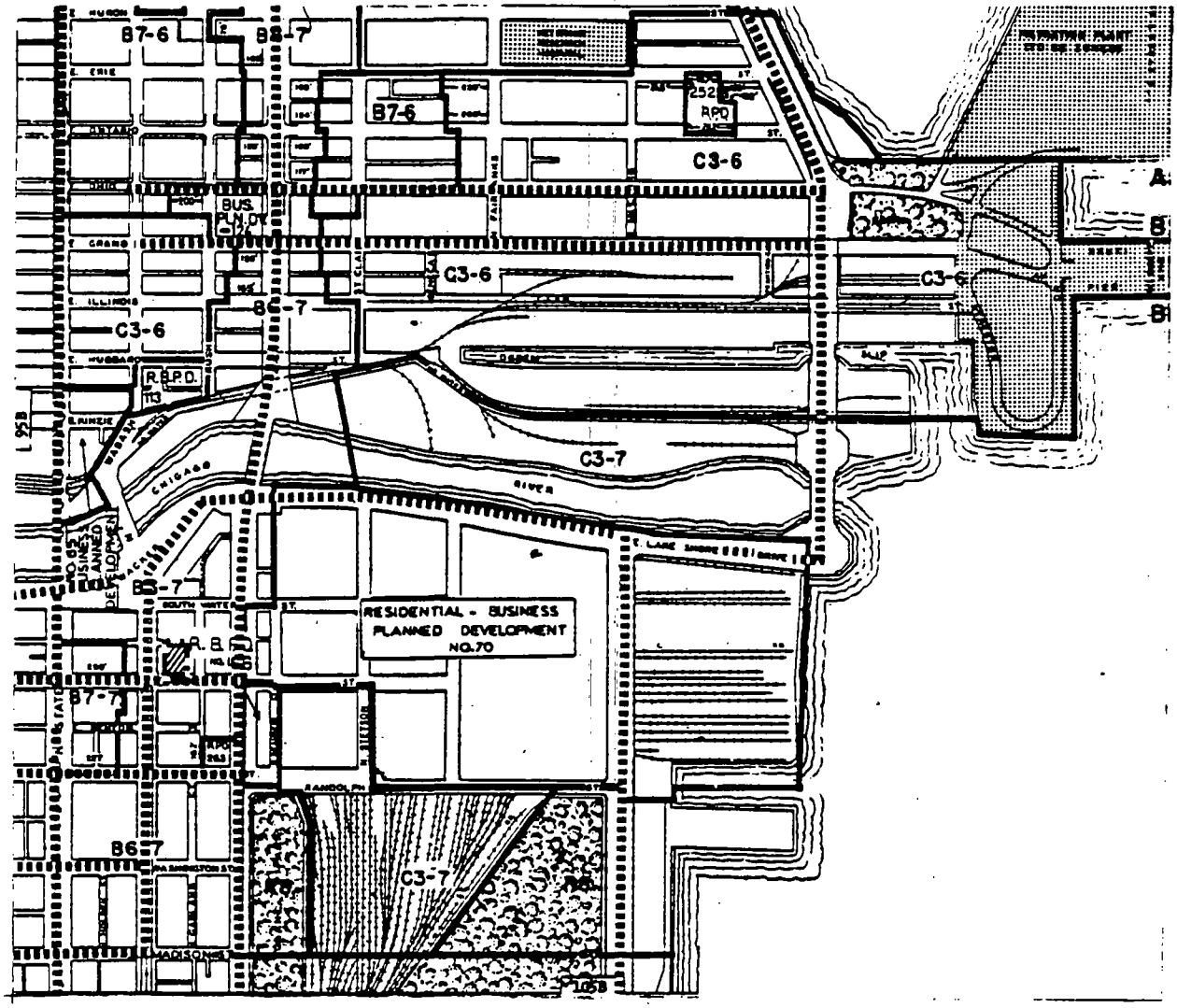
PLANNED DEVELOPMENT BOUNDARY

100 50 0 100

APPLICANT: BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT 508

DATE: JUNE 5, 1984

CENTRAL AREA PARKING PLANNED DEVELOPMENT EXISTING ZONING AND PREFERENTIAL STREET SYSTEM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B7-6
C3-6
C3-6
C3-6
C3-6
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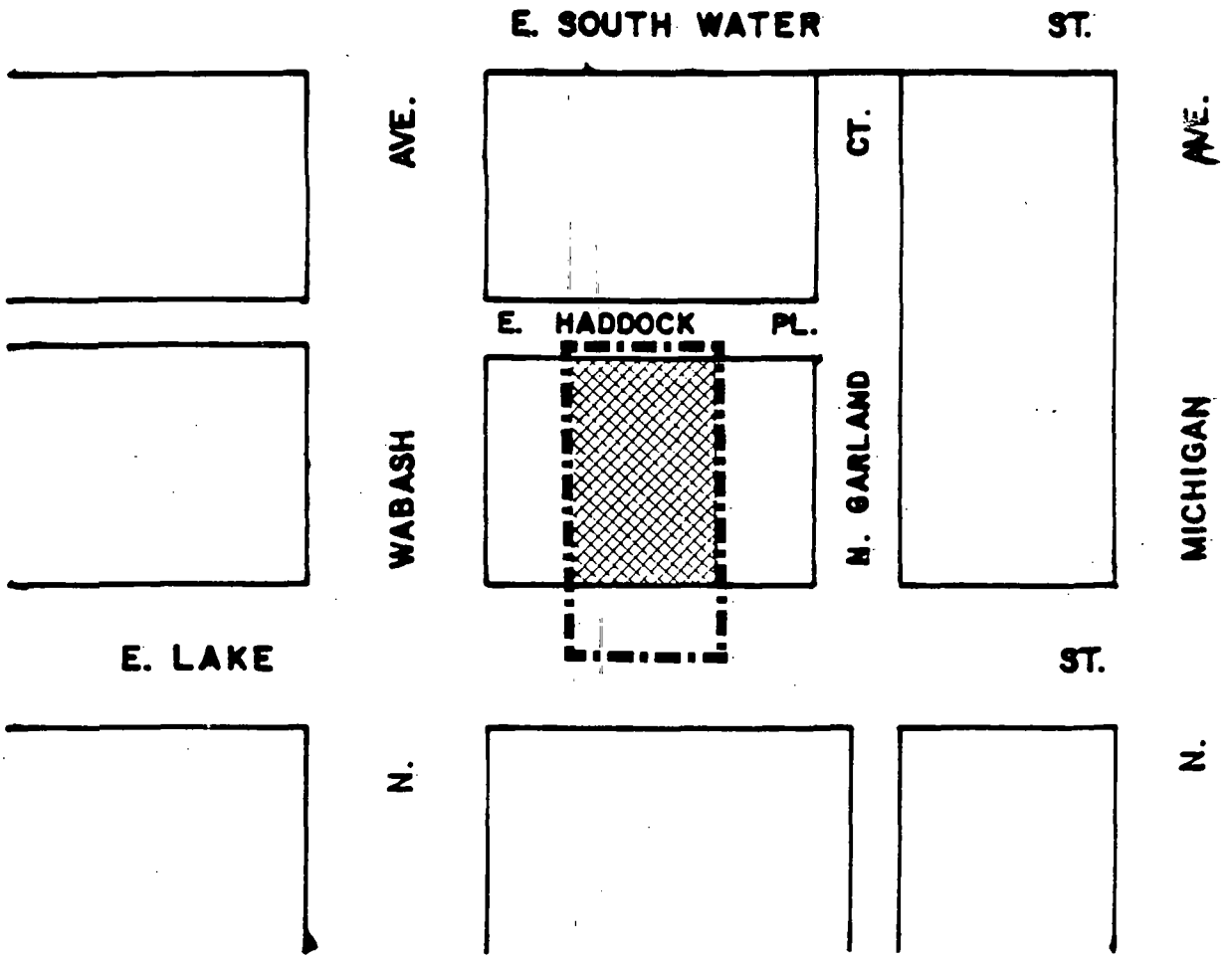
B7-7
B8-7
B7-7
B8-7
C3-7
RESIDENTIAL - BUSINESS PLANNED DEVELOPMENT NO.70
R.B.P.D.
BUS. PLN. DV.
R.P.D.
R.P.D.
CHICAGO RIVER
S. LAKE SHORE DRIVE
S. STATE
S. WABASH
S. MICHIGAN
S. DEARBORN
S. CLARK
S. LA SALLE
S. WELLS
S. FRANKLIN
S. JEFFERSON
S. CANAL
S. ADAMS
S. JACKSON
W. HARRISON
W. VAN BUREN
W. CONGRESS
W. HARRISON
W. ERIE
W. GRAND
W. ILLINOIS
W. HUBBARD
W. KINZIE
W. HURON
W. CHICAGO
W. ONTARIO
W. DELAWARE
W. SUPERIOR
W. CHESTNUT
W. DIVISION
W. NORTH
W. NORTH AVE.
W. CHICAGO AVE.
W. ERIE
W. GRAND
W. ILLINOIS
W. HUBBARD
W. KINZIE
W. HURON

CENTRAL AREA PARKING PLANNED DEVELOPMENT GENERALIZED LAND USE PLAN



LEGEND

PLANNED DEVELOPMENT BOUNDARY

MULTI-STORY PARKING FACILITY, WITH BUSINESS AND RELATED USES AT STREET LEVEL.

100 50 0 100

APPLICANT: BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT 508

DATE: JUNE 5, 1984

CENTRAL AREA PARKING PLANNED DEVELOPMENT

USE AND BULK REGULATIONS AND DATA

Net Site Area	10,101.6 sq. ft.
Gross Site Area - Net Site Area + Area of Public Rights-of-Way	14,061.6 sq. ft. 10,101.6 sq. ft 3,960.0 sq. ft.
General Description of Land Use	Multi-level public parking facility with business and related uses at street level
Maximum Number of Parking Spaces	212
Maximum F.A.R.	2.0 (public parking areas excluded)
Maximum % of Land Covered	100%

APPLICANT: BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT 508

DATE: June 5, 1984

(Continued from page 10700)

to those of an R4 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.

Reclassification of Area Shown on Map No. 3-F.

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 R7 General Residence District symbols and indications as shown on Map No. 3-F in the area bounded by

> a line 150 feet north of and parallel to West Chicago Avenue; North Dearborn Street; a line 100 feet north of and parallel to West Chicago Avenue; and the alley next west of and parallel to North Dearborn Street,

to those of a B7-5 General Central Business 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.

Reclassification of Area Shown on Map No. 4-H.

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 General Residence District symbols and indications as shown on Map No. 4-H in the area bounded by

> West 19th Street; a line 248.50 feet east of and parallel to South Damen Avenue; a line 132.83 feet south of and parallel to West 19th Street; a line 150.90 feet east of and parallel to South Damen Avenue; a line 140.90 feet south of and parallel to West 19th Street; and South Damen Avenue,

to those of a Residential Planned Development District, and a corresponding use district is hereby established in the area above described.

[Plan of Development printed on pages 10708 thru 10712 of this Journal.]

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

PLAN OF DEVELOPMENT

RESIDENTIAL PLANNED DEVELOPMENT

Statements

1. The area delineated hereon as a "Residential Planned Development" is owned by El Valor Corporation.

2. Off-street parking and loading facilities will be provided in compliance with this Plan of Development.

3. Any dedication of streets or alleys or adjustments of the rights-of-way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of El Valor Corporation and approval by the City Council.

4. All applicable official review, approvals, or permits are required to be obtained by El Valor Corporation.

5. Service drives or any other ingress or egress shall be adequately designed and paved in accord with the regulation 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 areas. Fire lanes shall be adequately designed and paved in compliance with the Municipal Code of Chicago to provide ingress for emergency vehicles; there shall be no parking within such paved areas.

6. Use of land will consist of housing for twelve handicapped persons, office, parking and related uses as authorized by the Chicago Zoning Ordinance.

7. The Plan of Development consists of these nine statements; a property line and right-of-way adjustment map, a generalized Land Use Map and a table of controls. Any controls not specifically stated herein shall be based on the R-4 General Residence District.

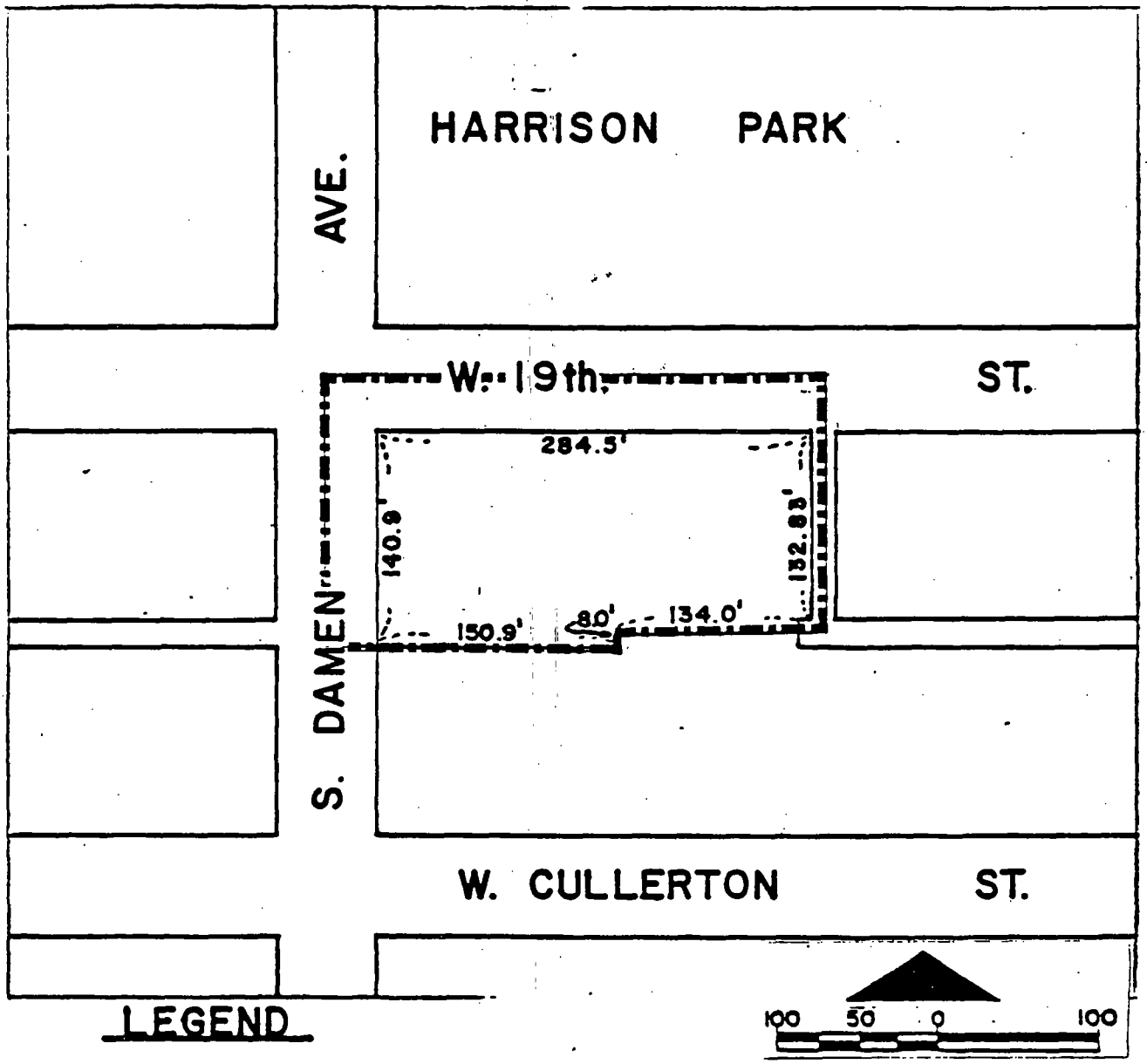
8. Identification and other necessary signs may be permitted, subject to review of and approval by the Commissioner of Planning.

9. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments", and promulgated by the Commissioner of Planning.

APPLICANT: EL VALOR CORPORATION

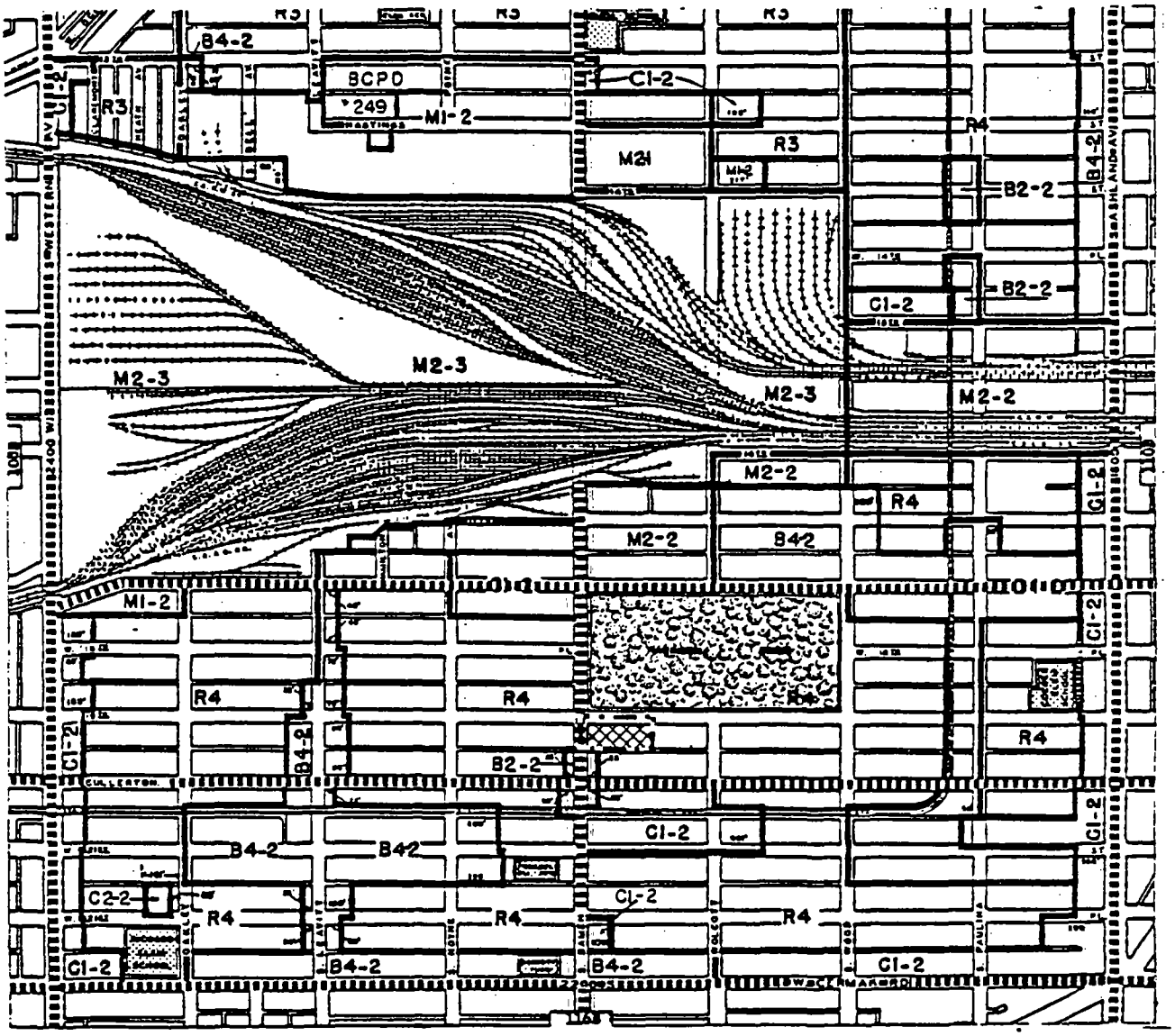
DATE: July 31, 1984

RESIDENTIAL-PLANNED DEVELOPMENT
PROPERTY LINE MAP AND RIGHT-OF-WAY ADJUSTMENTS



APPLICANT: EL VALOR CORPORATION
DATE: JULY 31, 1984

RESIDENTIAL PLANNED DEVELOPMENT
EXISTING ZONING AND PREFERENTIAL STREET SYSTEM



LEGEND

RESIDENTIAL PLANNED DEVELOPMENT BOUNDARY

ZONING DISTRICT BOUNDARIES

PREFERENTIAL STREET SYSTEM

PUBLIC & QUASI - PUBLIC FACILITIES

PARKS AND PLAYGROUNDS

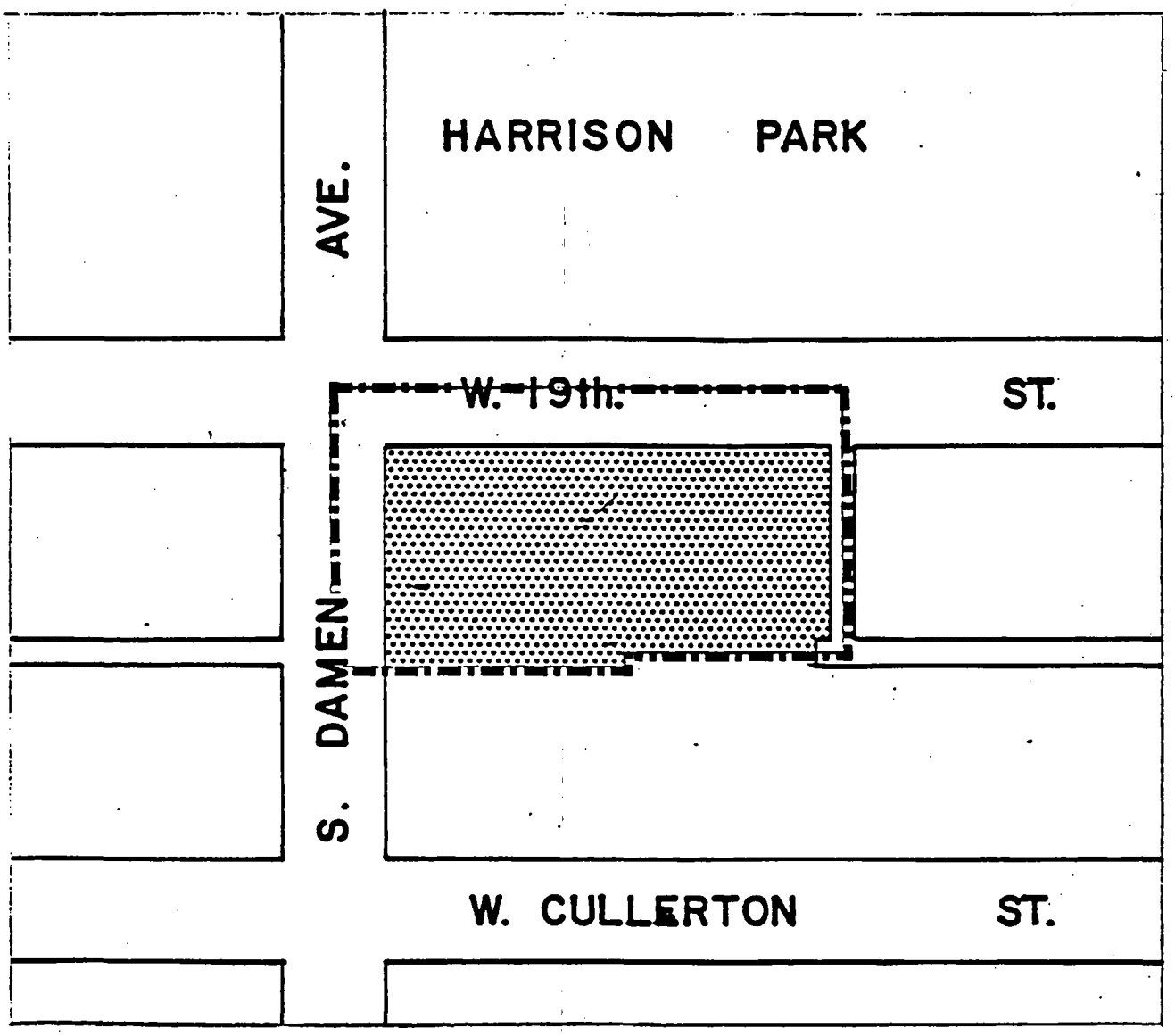
NORTH

SCALE IN FEET

APPLICANT: EL VALOR CORPORATION

DATE: JULY 31, 1984

RESIDENTIAL PLANNED DEVELOPMENT
GENERALIZED LAND USE PLAN



LEGEND

PLANNED DEVELOPMENT BOUNDARY

HOUSING FOR HANDICAPPED PERSONS, OFFICE, PARKING AND RELATED USES.

100 50 0 100

APPLICANT: EL VALOR CORPORATION
DATE: JULY 31, 1984

PLANNED DEVELOPMENT USE AND BULK REGULATIONS

RESIDENTIAL PLANNED DEVELOPMENT

Net Site Area		General Description of Land Uses and Type	Max. F.A.R.	Max % Of Land Covered
Square Feet	Acres			
39.014	0.89	Housing for 12 handicapped persons, Office, Parking & Related Uses	0.15	10%

The above-noted regulations relate 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 0.89 ACRES + AREA OF RIGHT-OF-WAY 0.35

ACRES = 1.24 ACRES

MAXIMUM PERMITTED F.A.R. FOR TOTAL NET SITE AREA = 0.15

MINIMUM NUMBER OF OFF-STREET PARKING SPACES 5

MINIMUM PERIPHERY SETBACKS:

A. West Boundary Setback - 13.4 feet

B. North Boundary Setback - 15 feet

C. East Boundary Setback - 0 feet

D. South Boundary Setback - 30 feet

Setback and yard requirements may be adjusted where required to permit conformance to the pattern of, or architectural arrangement related to, existing structures, or when necessary because of technical reasons, subject to the approval of the Department of Planning of the City of Chicago,

MAXIMUM PERCENT OF LAND COVERED (FOR TOTAL NET SITE AREA) = 10%

APPLICANT: EL VALOR CORPORATION

Reclassification of Area Shown on Map No. 5-K.

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 M2-2 General Manufacturing District symbols and indications as shown on Map No. 5-K in the area bounded by

> the alley next north of and parallel to West North Avenue; a line 373.87 feet east of and parallel to North Kilbourn Avenue; West North Avenue; and a line 150 feet east of and parallel to North Kilbourn Avenue,

to those of a C2-2 General Commercial 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.

Reclassification of Area Shown on Map No. 5-N.

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 General Residence District symbols and indications as shown on Map No. 5-N in the area bounded by

> a line 87.5 feet north of and parallel to West Belden Avenue; the alley next east of and parallel to North Harlem Avenue; West Belden Avenue; and North Harlem Avenue,

to those of an R7 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.

Reclassification of Area Shown on Map No. 6-F.

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 R3 General Residence District symbols and indications as shown on Map No. 6-F in the area bounded by

> a line 48.12 feet south of West 29th Street; the alley next east of and parallel to South Canal Street; a line 198.12 feet south of West 29th Street; and South Canal Street,

to those of an R4 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.

Reclassification of Area Shown on Map No. 6-H.

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 C1-2 Restricted Commercial District symbols and indications as shown on Map No. 6-H in the area bounded by

> West 23rd Place; the alley next east of and parallel to South Western Avenue; a line 28.03 feet north of and parallel to West 24th Street; and South Western Avenue,

to those of a C2-2 General Commercial 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.

Reclassification of Area Shown on Map No. 6-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by amending the Business Planned Development adopted by the City Council at its meeting held on June 6, 1984, and appearing in the Journal of Proceedings of said date on pages 7277 through 7283 by changing the setbacks at property lines found on page 7283 of said Journal of said date, to read as follows:

Periphery Setbacks at Property Lines

West Property line along South Rockwell Avenue	20 feet*
North Property line along West Cermak Avenue	20 feet
South Property line along South 23rd Street	20 feet*
East Property line	0 feet

*provided however that no setbacks shall be required for a distance of 230 feet running both north and east from the intersection of South Rockwell Avenue and West 23rd Street.

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

Reclassification of Area Shown on Map No. 6-K.

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 R3 General Residence District symbols and indications as shown on Map No. 6-K in the area bounded by

> the alley next north of West 31st Street; South Kildare Avenue; West 31st Street; and a line 75 feet west of and parallel to South Kildare Avenue,

to those of a C1-2 Restricted Commercial 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.

Reclassification of Area Shown on Map No. 7-F (as Amended).

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 B4-5 Restricted Service District symbols and indications as shown on Map No. 7-F in the area represented on

> Plat of Survey by National Survey Service, Inc., as Order No. N-108035, dated January 17, 1984, as order attached hereto and forming a part hereof and commonly known as 3001-3033 North Clark Street,

to those of a C1-3 Restricted Commericial 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.

[Plat of Survey omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

Reclassification of Area Shown on Map No. 7-G.

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 General Residence District symbols and indications as shown on Map No. 7-G in the area bounded by

a line 48 feet north of and parallel to West Wellington Avenue; the alley next east of and parallel to North Ashland Avenue; West Wellington Avenue; and North Ashland Avenue,

to those of a B3-2 General Retail 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.

Reclassification of Area Shown on Map No. 8-F.

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 R3 General Residence District symbols and indications as shown on Map No. 8-F in the area bounded by

a line 27 feet north of West 38th Street; South Normal Avenue; West 38th Street; and the alley next west of and parallel to South Normal Avenue,

to those of an R4 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.

Reclassification of Area Shown on Map No. 9-O.

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 R2 Single Family Residence District symbols and indications as shown on Map No. 9-O in area bounded by

see plat of survey attached; dated July 3, 1984; by Illinois Land Surveyor Milutin Propadovich 1623. Survey file Number 38-91 by Chicagoland Survey Company, 5441 North Lincoln Avenue, Chicago,

to those of an R3 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.

[Plat of Survey omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

Reclassification of Area Shown on Map No. 9-O.

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 R2 Single Family Residence and R4 General Residence Districts symbols and indications as shown on Map No. 9-O in area bounded by

West Irving Park Road; a line 256.62 feet west of and parallel to North Ottawa Avenue; a line 200.00 feet south of and parallel to West Irving Park Road; and a line 456.62 feet west of and parallel to North Ottawa 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.

Reclassification of Area Shown on Map No. 10-E.

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

SECTION 1. That the City of Chicago Zoning Ordinance be amended by changing all the B4-3 Restricted Service District symbols and indications as shown on Map No. 10-E in the area bounded by

a line 350 feet south of and parallel to East 42nd Street; the alley next east of and parallel to South Indiana Avenue; a line 500 feet south of and parallel to East 42nd Street; a line 99.77 feet east of and parallel to South Indiana Avenue; a line 433.33 feet south of and parallel to East 42nd Street; and South Indiana Avenue,

to the designation of R5 General Residence District, and a corresponding use district is hereby established in the area described above.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all the R5 General Residence District symbols and indications as shown on Map No. 10-E in the area bounded by

a line 350 feet south of and parallel to East 42nd Street; the alley next east of and parallel to South Indiana Avenue; a line 500 feet south of and parallel to East 42nd

Street; a line 99.77 feet east of and parallel to South Indiana Avenue; a line 433.33 feet south of and parallel to East 42nd Street; and South Indiana Avenue,

to the designation of a Residential Planned Development which is hereby established in the area described above, subject to such use and bulk regulations as are set forth on the Plan of Development herewith attached and made a part hereof and to no others.

[Plan of Development printed on pages 10719 thru 10726 of this Journal.]

SECTION 3. This ordinance shall be in force and effect from and after its passage and due publication .

Reclassification of Area Shown on Map No. 10-E.

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 R5 General Residence District symbols and indications as shown of Map No. 10-E in the area bounded by

a line 276 feet north of and parallel to East 46th Street; South Michigan Avenue; a line 188.5 feet north of and parallel to East 46th Street; and the alley next west of and parallel to South Michigan Avenue,

to the designation of a Residential Planned Development which is hereby established in the area described above, subject to such use and bulk regulations as are set forth on the Plan of Development herewith attached and made a part hereof and to no others.

[Plan of Development printed on pages 10727 thru 10734 of this Journal.]

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

Reclassification of Area Shown on Map No. 10-I.

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 B3-3 General Retail District symbols and indications as shown on Map No. 10-I in area bounded by

see attached plat of survey by Stonelake Survey Company, 11659 South Mayfield, Worth, Illinois, 60482; by Marvin R. Stonelake, Reg. No. 1702, Survey Order No. 2931, dated August 28, 1984,

(Continued on page 10735)

PLAN OF DEVELOPMENT

RESIDENTIAL PLANNED DEVELOPMENT NO. _____

STATEMENTS

1. The area delineated herein as Residential Planned Development (the "Planned Development") consists of approximately 17,438.3 square feet of real property bounded on the north by a line 350 feet south of and parallel to East 42nd Street; on the east by the alley next east of and parallel to South Indiana Avenue; on the south by a line 500 feet south of and parallel to East 42nd Street for 60.83 feet; a line 99.77 feet east of and parallel to South Indiana Avenue for 66.67 feet; a line 433.33 feet south of and parallel to East 42nd Street for 99.77 feet; and on the west by South Indiana Avenue (the "Property"), as identified in the drawing attached hereto entitled "Property Lot Line Map." The property is currently owned by the Ada S. McKinley Community Services, Inc.

2. The Applicant or its successors, assignees or grantees shall obtain all official City reviews, approvals and permits required in connection with this Plan of Development.

3. Any dedication or vacation of streets or alleys or easements or any adjustment of right-of-way shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees and approval by the City Council.

APPLICANT: Ada A. McKinley Community Services, Inc.
32 W. Randolph, Suite 1227
Chicago, IL 60601

DATE: August 17, 1984

4. The following uses shall be permitted within the Planned Development: a detached residential unit to be used as an intermediate care facility for 15 or fewer developmentally disabled persons, subject to such limits, maximum and minimum, as are set forth in the table of use and bulk regulations and related controls made a part of this Plan of Development.

5. Any service drive or other ingress or egress shall be adequately designed and paved, in accordance with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Ingress and egress shall be subject to the review of the Bureau of Traffic Engineering and Operations and the approval of the Commissioner of Planning.

6. The height restriction of the development and any appurtenance attached hereto shall be subject to:

(1) Height limitations as certified on Form FAA-117 (or on successor form or forms covering the same subject matter) and approved by the Federal Aviation Administration; and

APPLICANT: Ada S. McKinley Community Services, Inc.
32 W. Randolph, Suite 1227
Chicago, IL 60601

DATE: August 17, 1984

(2) Airport Zoning Regulations as established by the Department of Planning, Department of Aviation and Department of Law and approved by the City Council.

(3) Height limitations as approved by the Federal Aviation Agency pursuant to Part 77 of the Regulations of the Administrator, Federal Aviation Agency.

7. Off-street parking and loading facilities will be provided in compliance with this Plan of Development and shall be subject to the review and approval of the Commissioner of Planning.

8. The information in the Plan of Development attached hereto sets forth data concerning the generalized land use plan of the Planned Develpment, and illustrates that the development of such area will be in accordance with the intent and purpose of this Plan of Development.

9. Identification signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Zoning.

APPLICANT: Ada S. McKinley Community Services, Inc.
32 W. Randolph, Suite 1227
Chicago, IL 60601

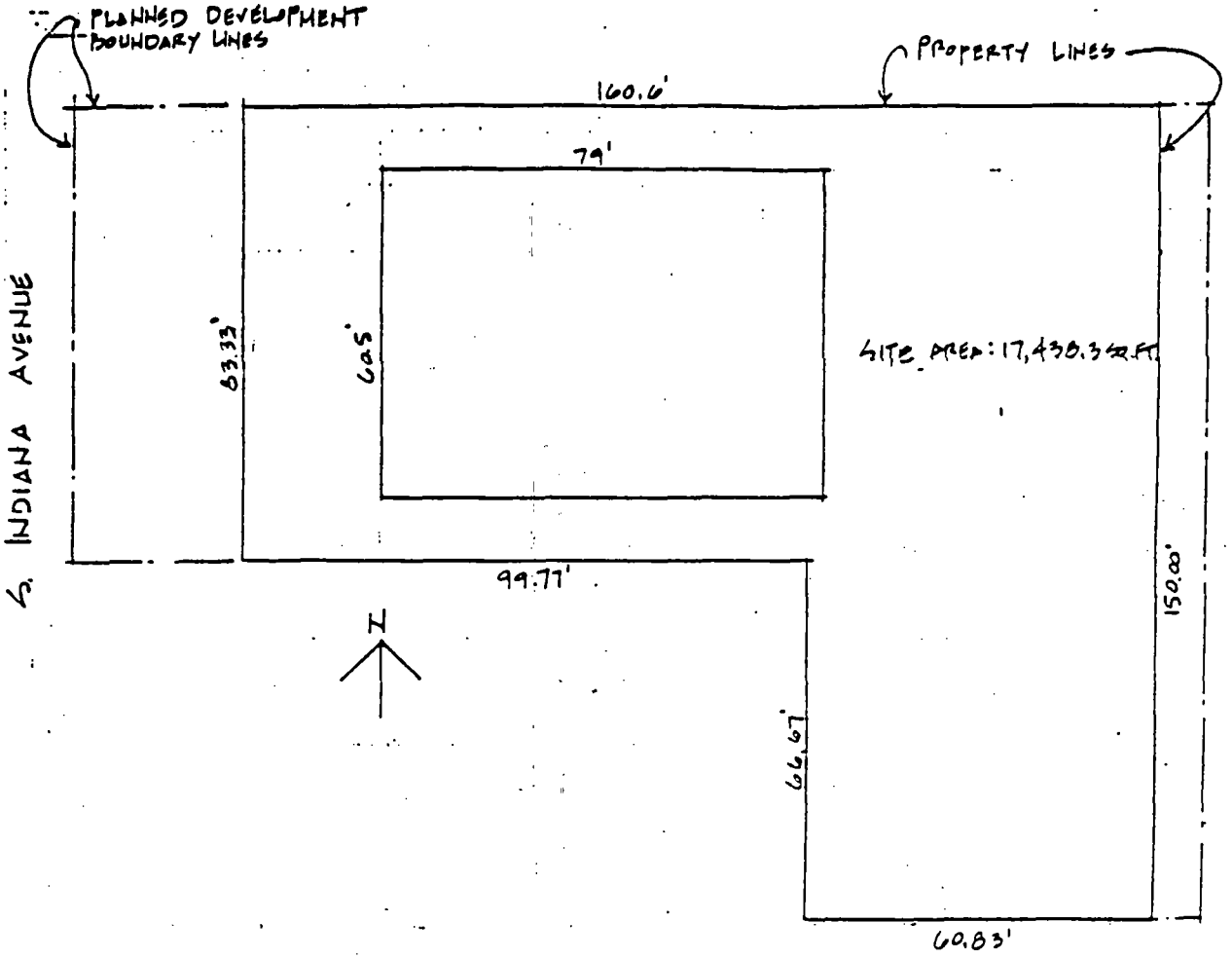
DATE: August 17, 1984

10. This Plan of Development, consisting of eleven (11) statements; an existing zoning map; a boundary and property line map including any proposed vacations or dedications of streets, alleys, or other public properties; a generalized land use map; and a table of use and bulk regulations and related controls, is applicable to the area delineated herein. These and no other controls shall apply to the area delineated herein. This Plan of Development is in conformity with the intent and purpose of the Chicago Zoning Ordinance and all requirements thereof, and satisfies the established criteria for approval as a Planned Development.

11. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments" as promulgated by the Commissioner of the Department of Planning.

APPLICANT: Ada S. McKinley Community Services, Inc.
32 W. Randolph, Suite 1227
Chicago, IL 60601

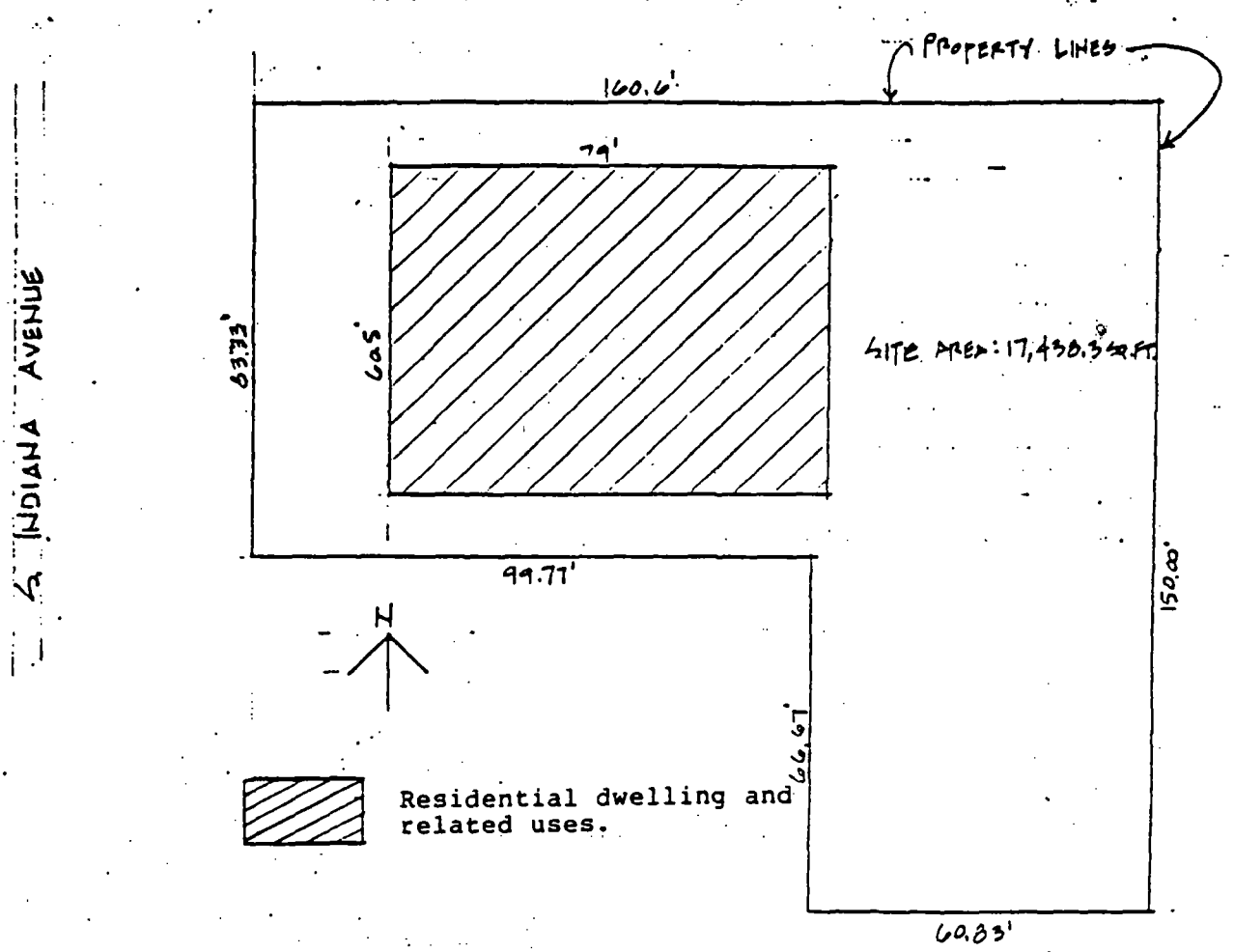
DATE: August 17, 1984



Residential Planned Development
4237 South Indiana Avenue
Property Lot Line Map

APPLICANT: Ada S. McKinley Community Services, Inc.
32 W. Randolph, Suite 1227
Chicago, Illinois 60601

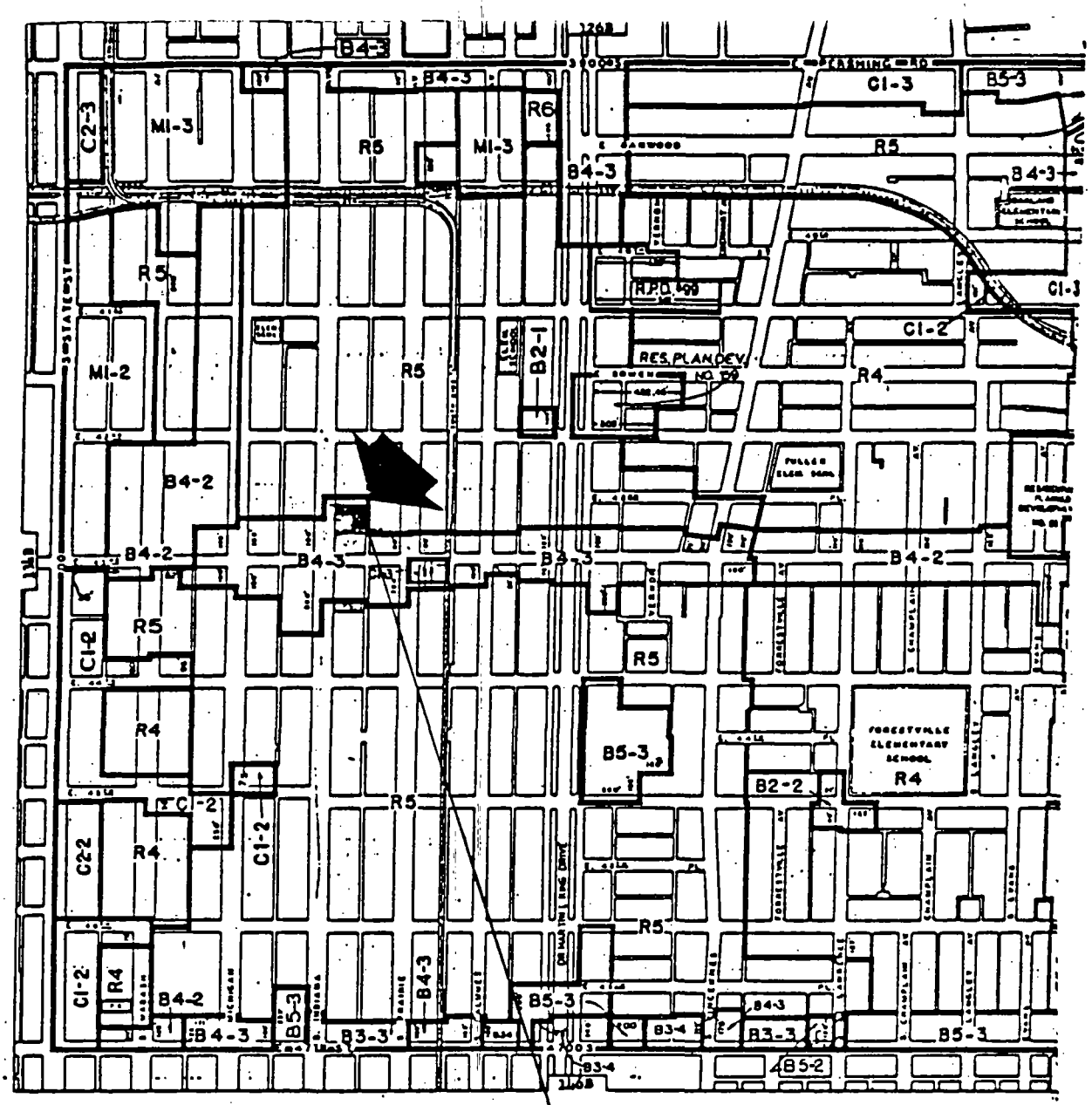
DATE: August 17, 1984



Residential Planned Development
4237 South Indiana Avenue
Generalized Land Use Map

APPLICANT: Ada S. McKinley Community Services, Inc.
32 W. Randolph, Suite 1227
Chicago, Illinois 60601

DATE: August 17, 1984



RESIDENTIAL PLANNED DEVELOPMENT
EXISTING ZONING

Property Location: shaded area

Property Boundaries: a line 350 feet south of and parallel to East 42nd Street; the alley next east of and parallel to South Indiana Avenue; a line 500 feet south of and parallel to East 42nd Street; a line 99.77 feet east of and parallel to South Indiana Avenue; a line 433.33 feet south of and parallel to East 42nd Street; and South Indiana Avenue

APPLICANT: Ada S. McKinley Community Services, Inc.
32 W. Randolph, Suite 1227
Chicago, Illinois 60601

DATE: August 17, 1984

RESIDENTIAL PLANNED DEVELOPMENT NO. _____
PLAN OF DEVELOPMENT

USE AND BULK REGULATIONS AND DATA

NET SITE AREA SQ. FEET	ACRES	GENERAL DESCRIPTION OF LAND USE	MAXIMUM FLOOR AREA RATIO	MAXIMUM PERCENT OF SITE COVERAGE
17,438.3	0.40	Property will be improved with a detached residential unit to be used as an intermediate care facility for 15 or fewer developmentally disabled persons.	0.28	28%

GROSS SITE AREA AND NET SITE AREA: 17,438.3 square feet (0.40 acres) plus area remaining in public right of way: 5,666.5 square feet (0.13 acres) = 23,104.8 square feet (0.53 acres).

OFF STREET PARKING AND LOADING CONTROLS

Minimum number of off street parking sites: 2

MAXIMUM FLOOR AREA RATIO: 0.28

SET BACKS AND SITE COVERAGE
South Indiana Avenue: 25' 0"
north property line: 10' 10"
east property line: 57' 2"
south property line: 12' 0"

APPLICANT: Ada S. McKinley Community Services, Inc.

ADDRESS: 32 W. Randolph, Suite 1227
Chicago, IL 60601

DATE: August 17, 1984

PLAN OF DEVELOPMENT

RESIDENTIAL PLANNED DEVELOPMENT NO. _____

STATEMENTS

1. The area delineated herein as Residential Planned Development (the "Planned Development") consists of approximately 14,087.5 square feet of real property bounded on the north by a line 276 feet north of and parallel to East 46th Street; on the east by South Michigan Avenue; on the south by a line 188.5 feet north of and parallel to East 46th Street; and on the west by the alley next west of and parallel to South Michigan Avenue (the "Property"), as identified in the drawing attached hereto entitled "Property Lot Line Map." The property is currently owned by the City of Chicago.

2. The Applicant or its successors, assignees or grantees shall obtain all official City reviews, approvals and permits required in connection with this Plan of Development.

3. Any dedication or vacation of streets or alleys or easements or any adjustment of right-of-way shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees and approval by the City Council.

APPLICANT: Ada S. McKinley Community Services, Inc.
32 West Randolph, Suite 1227
Chicago, IL 60601

DATE: August 17, 1984

4. The following uses shall be permitted within the Planned Development: a detached residential unit to be used as an intermediate care facility for 15 or fewer developmentally disabled persons, subject to such limits, maximum and minimum, as are set forth in the table of use and bulk regulations and related controls made a part of this Plan of Development.

5. Any service drive or other ingress or egress shall be adequately designed and paved, in accordance with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Ingress and egress shall be subject to the review of the Bureau of Traffic Engineering and Operations and the approval of the Commissioner of Planning.

6. The height restriction of the development and any appurtenance attached hereto shall be subject to:

(1) Height limitations as certified on Form FAA-117 (or on successor form or forms covering the same subject matter) and approved by the Federal Aviation Administration; and

APPLICANT: Ada S. McKinley Community Services, Inc.
32 West Randolph, Suite 1227
Chicago, IL 60601

DATE: August 17, 1984

(2) Airport Zoning Regulations as established by the Department of Planning, Department of Aviation and Department of Law and approved by the City Council.

(3) Height limitations as approved by the Federal Aviation Agency pursuant to Part 77 of the Regulations of the Administrator, Federal Aviation Agency.

7. Off-street parking and loading facilities will be provided in compliance with this Plan of Development and shall be subject to the review and approval of the Commissioner of Planning.

8. The information in the Plan of Development attached hereto sets forth data concerning the generalized land use plan of the Planned Develpment, and illustrates that the development of such area will be in accordance with the intent and purpose of this Plan of Development.

9. Identification signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Zoning.

APPLICANT: Ada S. McKinley Community Services, Inc.
32 West Randolph, Suite 1227
Chicago, IL 60601

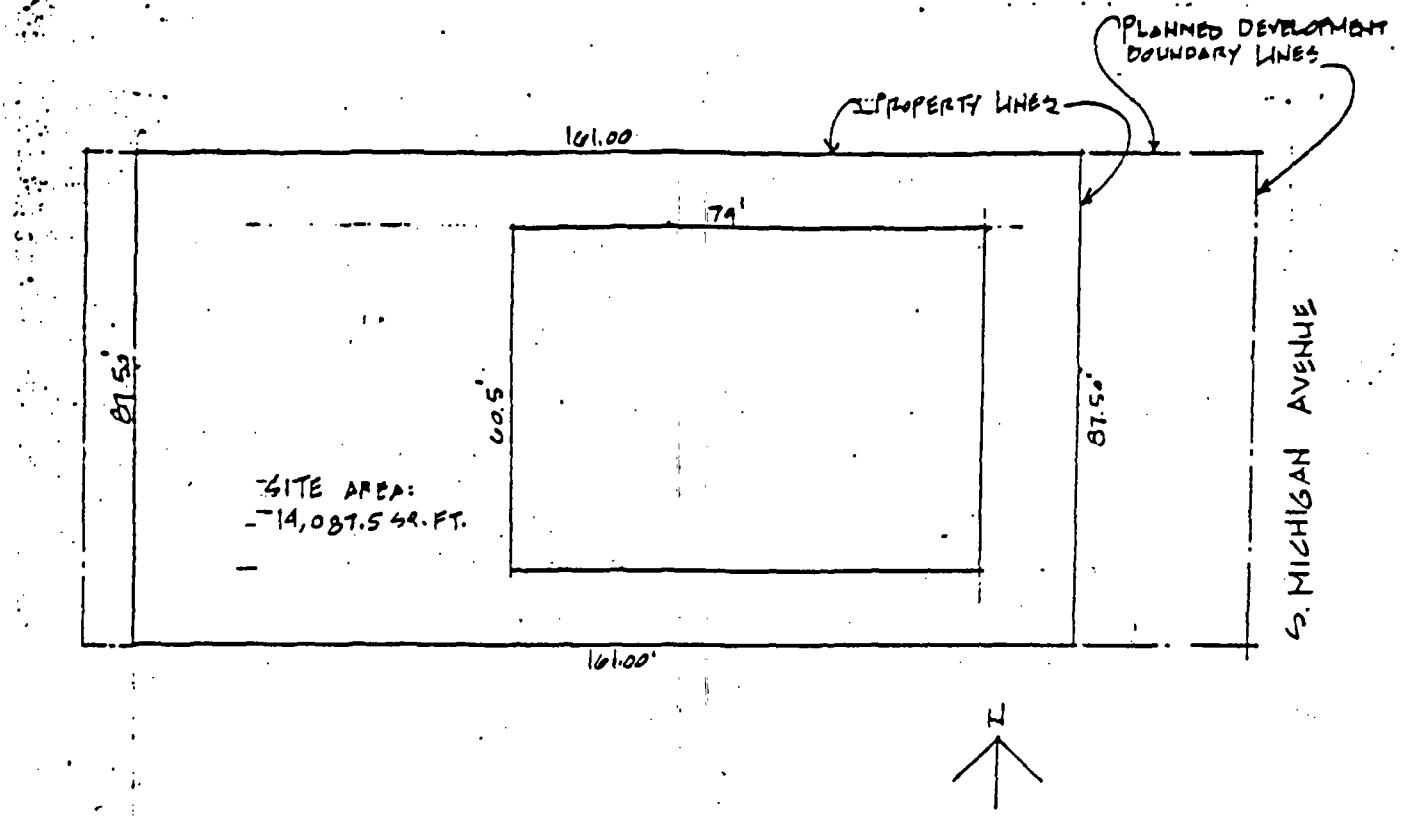
DATE: August 17, 1984

10. This Plan of Development, consisting of eleven (11) statements; an existing zoning map; a boundary and property line map including any proposed vacations or dedications of streets, alleys, or other public properties; a generalized land use map; and a table of use and bulk regulations and related controls, is applicable to the area delineated herein. These and no other controls shall apply to the area delineated herein. This Plan of Development is in conformity with the intent and purpose of the Chicago Zoning Ordinance and all requirements thereof, and satisfies the established criteria for approval as a Planned Development.

11. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments" as promulgated by the Commissioner of the Department of Planning.

APPLICANT: Ada S. McKinley Community Services, Inc.
32 West Randolph, Suite 1227
Chicago, IL 60601

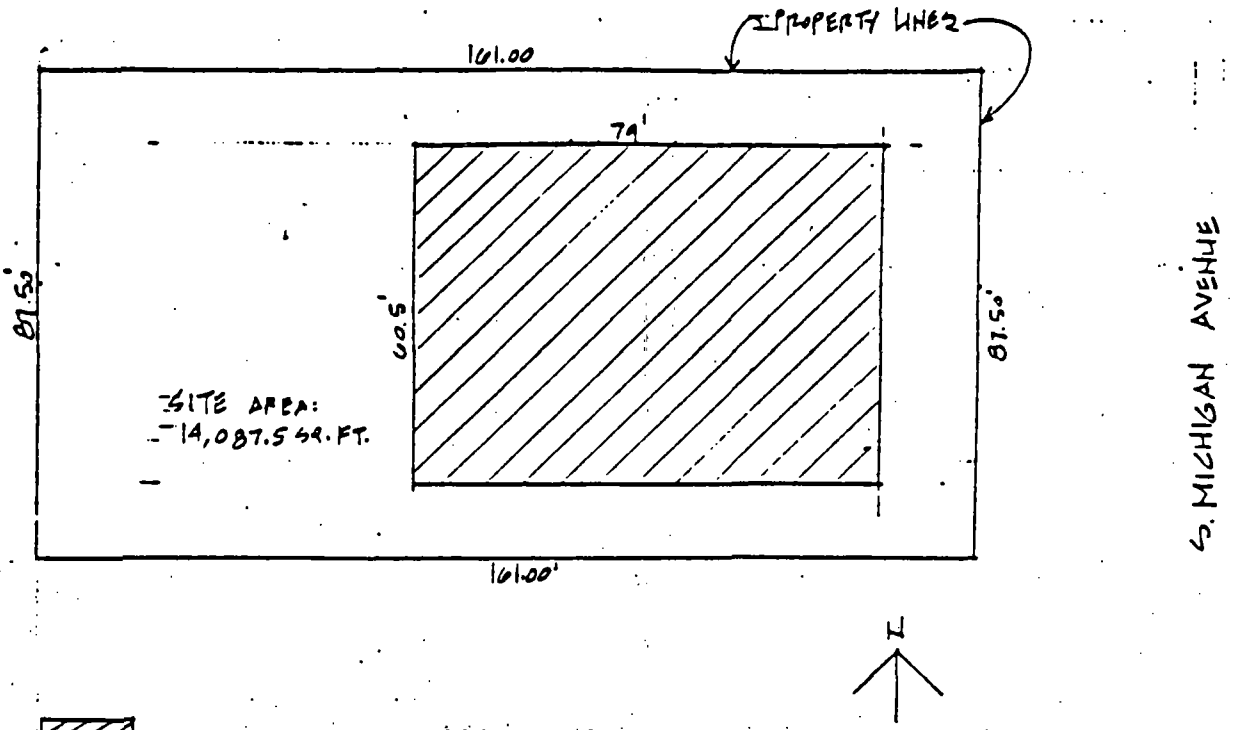
DATE: August 17, 1984



Residential Planned Development
4540 South Michigan Avenue
Property Lot Line Map

Applicant: Ada S. McKinley Community Services, Inc.
32 W. Randolph St., Suite 1227
Chicago, Illinois 60601

DATE: August 17, 1984

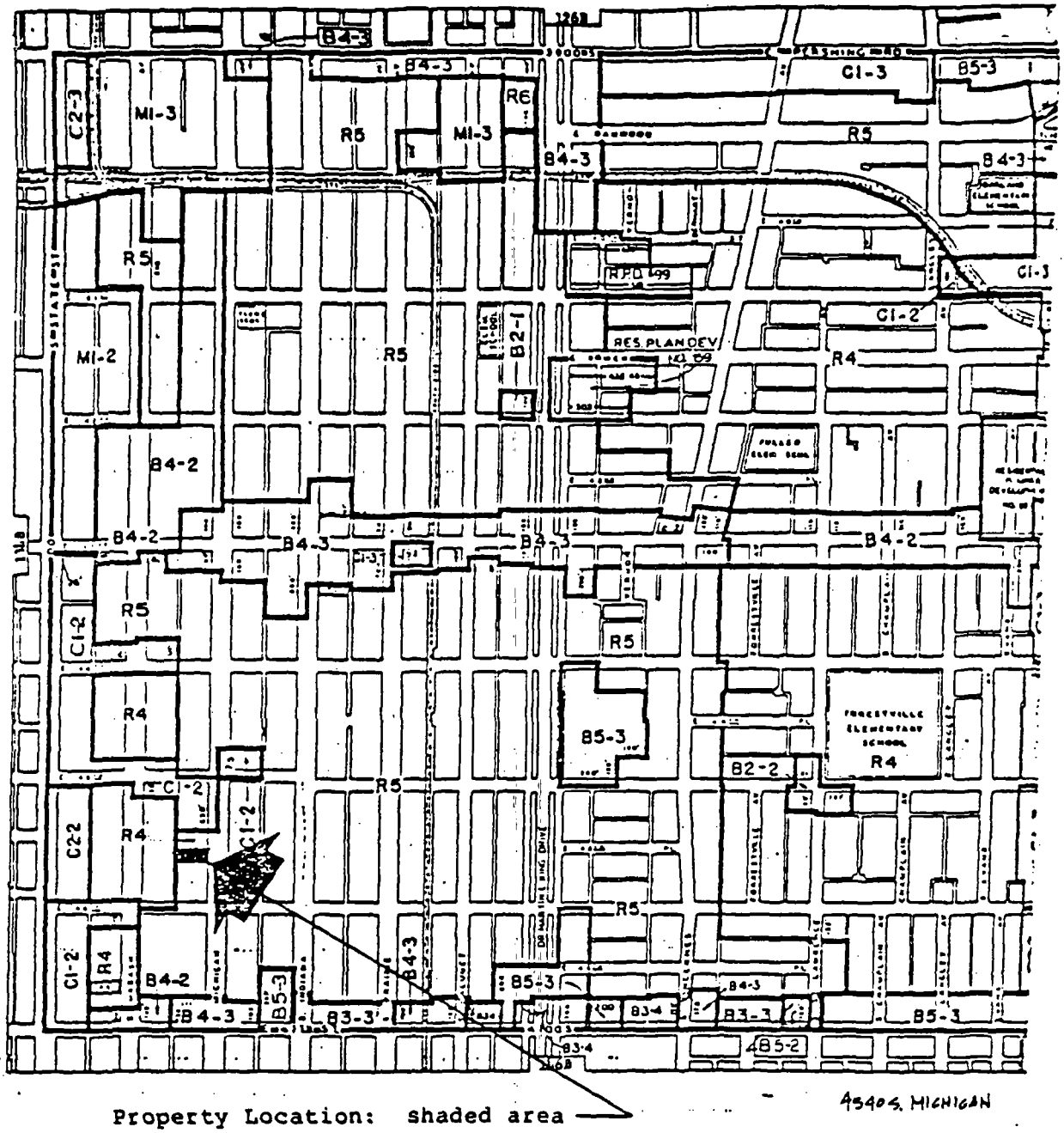


Residential dwelling and related uses.

Residential Planned Development
4540 South Michigan Avenue
Generalized Land Use Map

Applicant: Ada S. McKinley Community Services, Inc.
32 W. Randolph St., Suite 1227
Chicago, Illinois 60601

DATE: August 17, 1984



Property Location: shaded area

Property Boundaries: a line 276 feet north of and parallel to East 46th Street; South Michigan Avenue; a line 188.5 feet north of and parallel to East 46th Street; the alley next west of and parallel to South Michigan Avenue.

APPLICANT: Ada S. McKinley Community Services, Inc.
32 W. Randolph St., Suite 1227
Chicago, Illinois 60601

DATE: August 17, 1984

RESIDENTIAL PLANNED DEVELOPMENT NO. _____
PLAN OF DEVELOPMENT

USE AND BULK REGULATIONS AND DATA

NET SITE AREA SQ. FEET	ACRES	GENERAL DESCRIPTION OF LAND USE	MAXIMUM FLOOR AREA RATIO	MAXIMUM PERCEN OF SITE COVERA
14,087.5	0.32	Property will be improved with a detached residential unit to be used as an intermediate care facility for 15 or fewer developmentally disabled persons	0.34	34%

GROSS SITE AREA AND NET SITE AREA: 14,087.5 square feet (0.32 acres) plus are remaining in public right of way: 5250 square feet (0.12 acres) = 19,337.5 square feet (0.44 acres).

OFF STREET PARKING AND LOADING CONTROLS

Minimum number of off street parking sites: 2

MAXIMUM FLOOR AREA RATIO: 0.34

SET BACKS AND SITE COVERAGE

South Michigan Avenue: 15' 9"
south property line: 13' 6"
west property line: 66' 10"
north property line: 13' 6"

APPLICANT: Ada S. McKinley Community Services, Inc.
ADDRESS: 32 West Randolph, Suite 1227
Chicago, IL 60601

DATE: August 17, 1984

(Continued from page 10718)

to those of a B4-3 Restricted Service 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.

[Plat of Survey omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

Reclassification of Area Shown on Map No. 10-I.

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 R3 General Residence District symbols and indications as shown on Map No. 10-I in area bounded by

see plat of survey attached, by Stonelake Survey Co., 11659 South Mayfield Avenue, Worth, Illinois 60482; by Surveyor, Marvin R. Stonelake, Reg. No. 1702; Order No. 2931-2 dated August 24, 1984,

to those of a B4-3 Restricted Service 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.

[Plat of Survey omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

Reclassification of Area Shown on Map No. 11-G.

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 B2-4 Restricted Retail District symbols and indications as shown on Map No. 11-G in the area bounded by

the alley next north of West Montrose Avenue; a line 150 feet west of North Hazel Street; West Montrose Avenue; and a line 145 feet east of North Sheridan Road,

to those of a C1-1 Restricted Commercial 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.

Reclassification of Area Shown on Map No. 11-H.

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 General Residence District and B2-1 Restricted Retail District symbols and indications as shown on Map No. 11-H in the area bounded by

> West Wilson Avenue; the alley next east of and parallel to North Paulina Street; West Montrose Avenue; and the alley next west of and parallel to North Paulina Street,

to those of an R3 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.

Reclassification of Area Shown on Map No. 12-I.

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 M2-2 General Manufacturing District and M2-3 General Manufacturing District symbols and indications as shown on Map No. 12-I in the area bounded by

> West 47th Street; a line 208 feet east of South Kedzie Avenue; a line from a point 272.45 feet south of W. 47th Street and 208 feet east of South Kedzie Avenue to be connected by a 140.4 foot arc with a chord of 139.095 feet to a point 361 feet south of West 47th Street and 315.59 feet east of South Kedzie Avenue; a line 361 feet south of West 47th Street; a line from a point 292.61 feet east of South Kedzie Avenue and 361 feet south of West 47th Street, to a point 304.34 feet east of South Kedzie Avenue and 376 feet south of West 47th Street; a line 376 feet south of West 47th Street; and S. Kedzie Avenue,

to those of a C1-1 Restricted Commercial 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.

Reclassification of Area Shown on Map No. 12-J (as Amended).

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 C1-2 Restricted Commercial District symbols and indications as shown on Map No. 12-J in the area bounded by

> South Archer Avenue; a line 75 feet northeast of and parallel to Ridgeway Avenue; the alley next southeast of and parallel to South Archer Avenue; and a line 25 feet northeast of and parallel to Ridgeway Avenue,

to those of a C1-1 Restricted Commercial 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.

Reclassification of Area Shown on Map No. 13-L.

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 B2-2 Restricted Retail District symbols and indications as shown on Map No. 13-L in the area bounded by

> alley next north of and parallel to West Lawrence Avenue; a line 225 feet 2 inches east of and parallel to North Central Avenue; West Lawrence Avenue; and a line 150 feet 2 inches east of and parallel to North Central Avenue,

to those of a C1-1 Restricted Commercial 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.

Reclassification of Area Shown on Map No. 14-H.

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 General Residence District symbols and indications as shown on Map No. 14-H in the area bounded by

> a line 383.00 feet north of and parallel to West 57th Street; a line 122.13 feet east of and parallel to South Oakley Avenue; a line 291.01 feet north of and parallel to West 57th Street; and South Oakley Avenue,

to those of an M1-1 Restricted Manufacturing 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.

Reclassification of Area Shown on Map No. 14-H.

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 indications as shown on Map No. 14-H in the area bounded by

> a line 255.5 feet south of West 62nd Street; South Ashland Avenue; a line 330.5 feet south of West 62nd Street; and the alley next west of South Ashland Avenue,

to those of an R3 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.

Reclassification of Area Shown on Map No. 16-F.

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 General Residence District symbols and indications as shown on Map No. 16-F in the area bounded by

> West 66th Street; South Stewart Avenue; a line 100.00 feet south of and parallel to West 66th Street; and the alley next west of and parallel to South Stewart Avenue,

to the designation of a Residential Planned Development which is hereby established in the area described above, subject to such use and bulk regulations as are set forth on the Plan of Development herewith attached and made a part hereof and to no others.

[Plan of Development printed on pages 10739 thru 10746 of this Journal.]

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

PLAN OF DEVELOPMENT

RESIDENTIAL PLANNED DEVELOPMENT NO. _____

STATEMENTS

1. The area delineated herein as Residential Planned Development (the "Planned Development") consists of approximately 12,500 square feet of real property bounded on the north by West 66th Street; on the east by South Stewart Avenue; on the south by a line 100 feet south and parallel to West 66th Street; and on the west by the alley next west of and parallel to South Stewart Avenue (the "Property"), as identified in the drawing attached hereto entitled "Property Lot Line Map." The property is currently owned by the Ada S. McKinley Community Services, Inc.

2. The Applicant or its successors, assignees or grantees shall obtain all official City reviews, approvals and permits required in connection with this Plan of Development.

3. Any dedication or vacation of streets or alleys or easements or any adjustment of right-of-way shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees and approval by the City Council.

APPLICANT: Ada S. McKinley Community Services, Inc.
32 W. Randolph, Suite 1227
Chicago, IL 60601

DATE: August 17, 1984

4. The following uses shall be permitted within the Planned Development: a detached residential unit to be used as an intermediate care facility for 15 or fewer developmentally disabled persons, subject to such limits, maximum and minimum, as are set forth in the table of use and bulk regulations and related controls made a part of this Plan of Development.

5. Any service drive or other ingress or egress shall be adequately designed and paved, in accordance with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Ingress and egress shall be subject to the review of the Bureau of Traffic Engineering and Operations and the approval of the Commissioner of Planning.

6. The height restriction of the development and any appurtenance attached hereto shall be subject to:

(1) Height limitations as certified on Form FAA-117 (or on successor form or forms covering the same subject matter) and approved by the Federal Aviation Administration; and

APPLICANT: Ada S. McKinley Community Services, Inc.
32 West Randolph, Suite 1227
Chicago, IL 60601

DATE: August 17, 1984

(2) Airport Zoning Regulations as established by the Department of Planning, Department of Aviation and Department of Law and approved by the City Council.

(3) Height limitations as approved by the Federal Aviation Agency pursuant to Part 77 of the Regulations of the Administrator, Federal Aviation Agency.

7. Off-street parking and loading facilities will be provided in compliance with this Plan of Development and shall be subject to the review and approval of the Commissioner of Planning.

8. The information in the Plan of Development attached hereto sets forth data concerning the generalized land use plan of the Planned Develpment, and illustrates that the development of such area will be in accordance with the intent and purpose of this Plan of Development.

9. Identification signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Zoning.

APPLICANT: Ada S. McKinley Community Services, Inc.
32 West Randolph, Suite 1227
Chicago, IL 60601

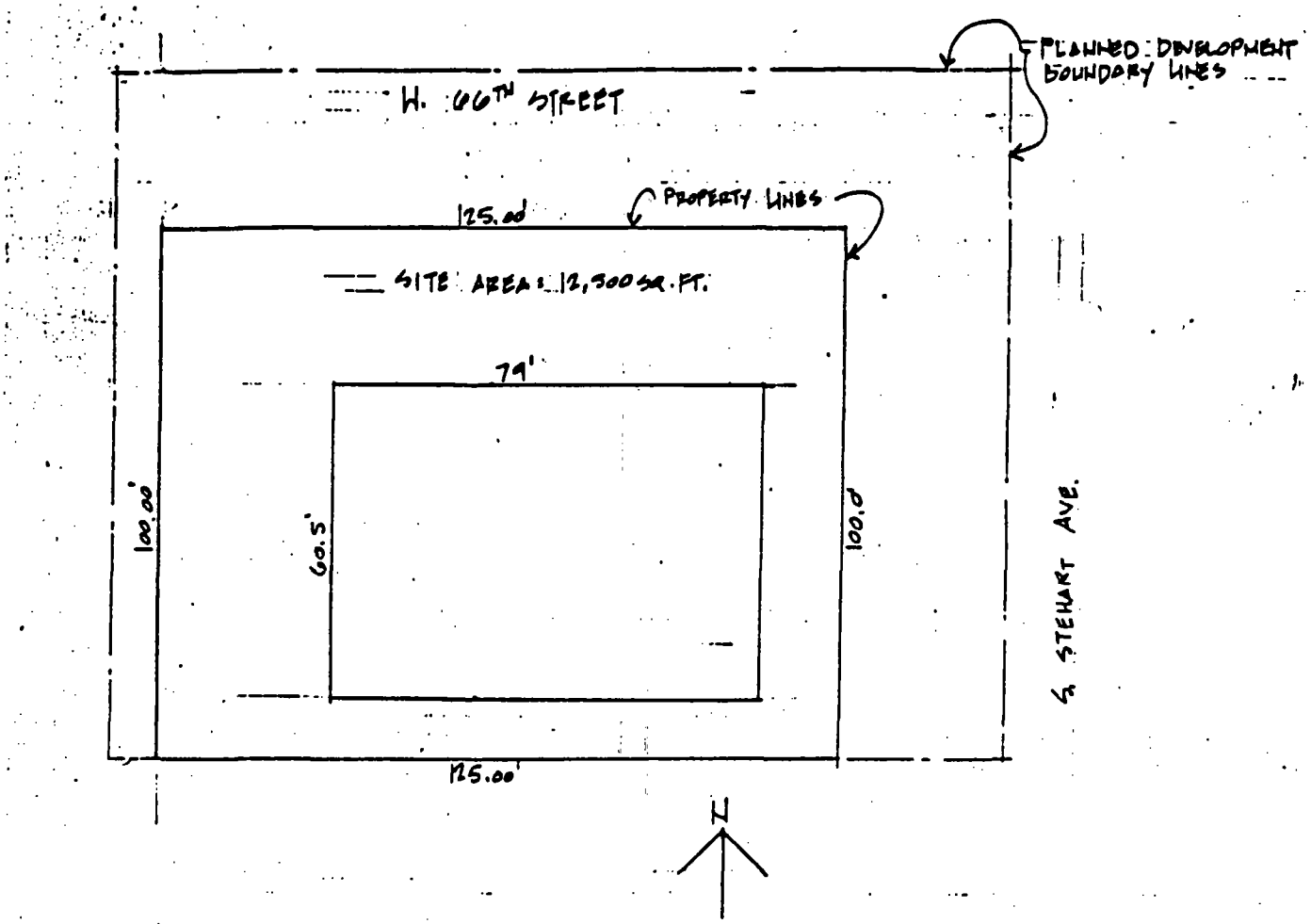
DATE: August 17, 1984

10. This Plan of Development, consisting of eleven (11) statements; an existing zoning map; a boundary and property line map including any proposed vacations or dedications of streets, alleys, or other public properties; a generalized land use map; and a table of use and bulk regulations and related controls, is applicable to the area delineated herein. These and no other controls shall apply to the area delineated herein. This Plan of Development is in conformity with the intent and purpose of the Chicago Zoning Ordinance and all requirements thereof, and satisfies the established criteria for approval as a Planned Development.

11. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments" as promulgated by the Commissioner of the Department of Planning.

APPLICANT: Ada S. McKinley Community Services, Inc.
32 West Randolph, Suite 1227
Chicago, IL 60601

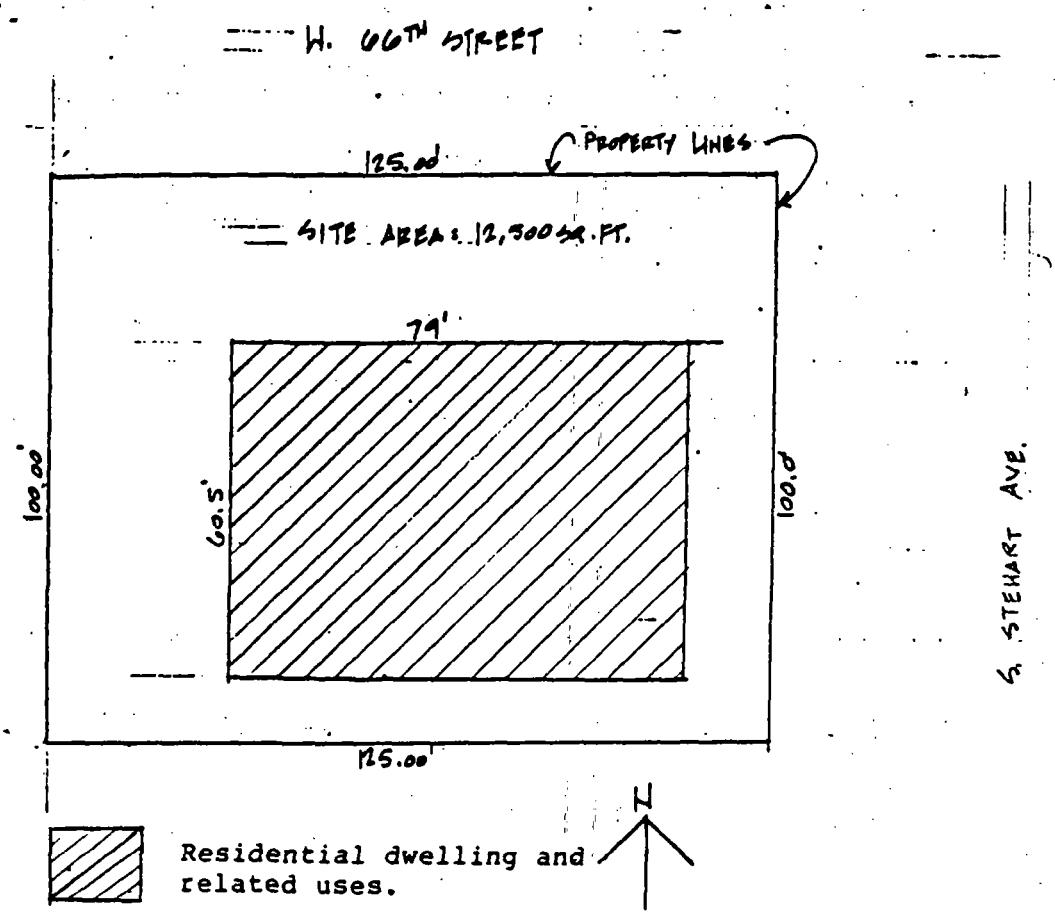
DATE: August 17, 1984



Residential Planned Development
6600 South Stewart Avenue
Property Lot Line Map

APPLICANT: Ada S. McKinley Community Services, Inc.
32 W. Randolph, Suite 1227
Chicago, Illinois 60601

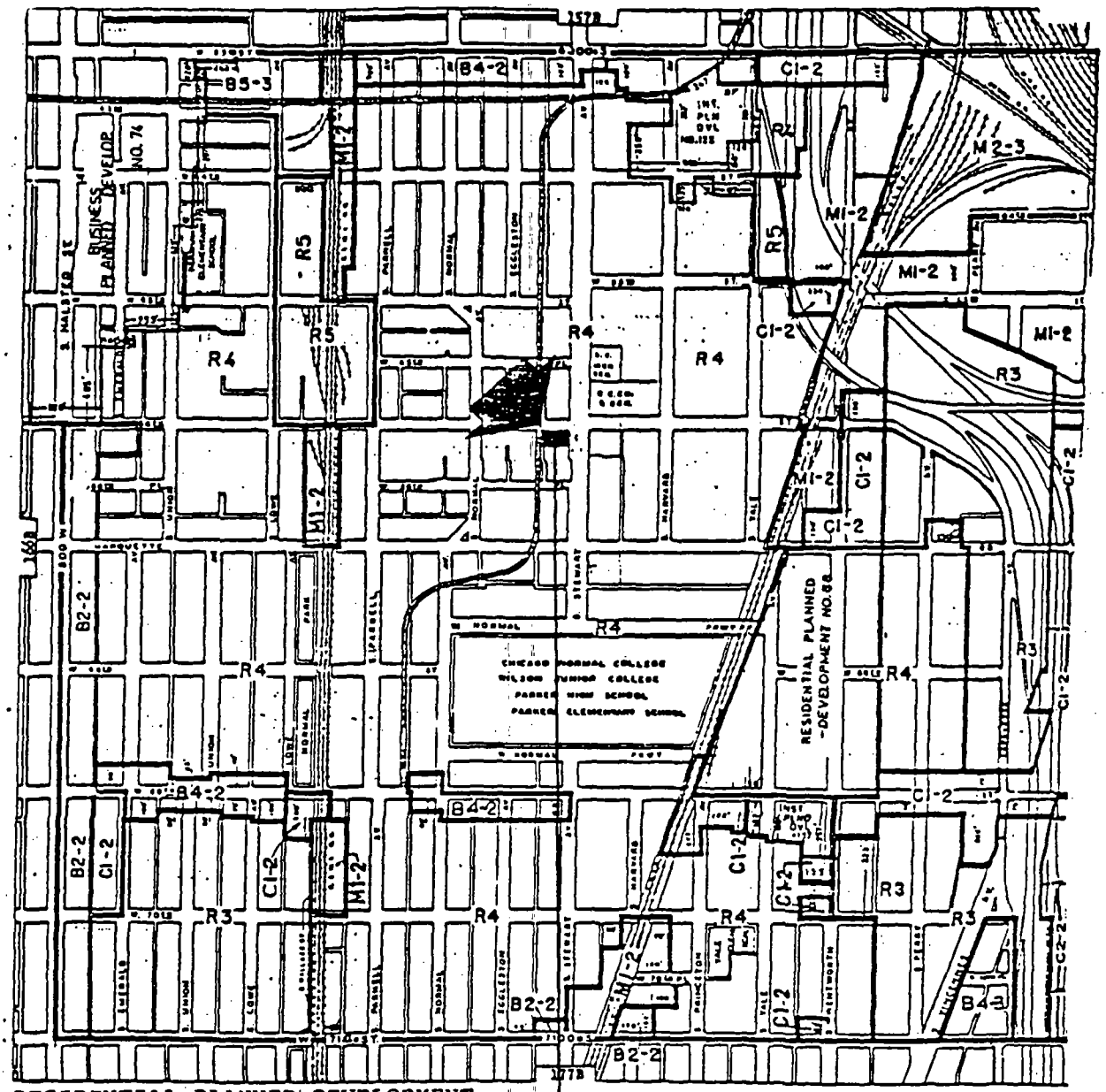
DATE: August 17, 1984



Residential Planned Development
6600 South Stewart Avenue
Generalized Land Use Map

APPLICANT: Ada S. McKinley Community Services, Inc.
32 W. Randolph, Suite 1227
Chicago, Illinois 60601

DATE: August 17, 1984



RESIDENTIAL PLANNED DEVELOPMENT
EXISTING ZONING
Property Location: shaded area

Property Boundaries: West 66th Street; South Stewart Avenue; a line 100.00 feet south of and parallel to West 66th Street the alley next west of and parallel to South Stewart Avenue.

Applicant: Ada S. McKinley Community Services, Inc.
32 W. Randolph St., Suite 1227
Chicago, Illinois 60601

DATE: August 17, 1984

RESIDENTIAL PLANNED DEVELOPMENT NO._____
PLAN OF DEVELOPMENT

USE AND BULK REGULATIONS AND DATA

NET SITE AREA SQ. FEET	ACRES	GENERAL DESCRIPTION OF LAND USE	MAXIMUM FLOOR AREA RATIO	MAXIMUM PERCENT OF SITE COVERAGE
12,500	.29	Property will be improved with a detached residential unit to be used as an intermediate care facility for 15 or fewer developmentally disabled persons.	0.38	38%

GROSS SITE AREA AND NET SITE AREA: 12,500 square feet (.29 acres) plus the area remaining in the public right of way: 9,450 square feet (.22 acres) = 21,950 square feet (.50 acres).

OFF STREET PARKING AND LOADING CONTROLS

Minimum number of off street parking sites: 2

MAXIMUM FLOOR AREA RATIO: 0.38

SET BACKS AND SITE COVERAGE

West 66th Street: 27' 6"
South Stewart Avenue: 15' 0"
south property line: 12' 0"
west property line: 32' 0"

APPLICANT: Ada S. McKinley Community Services, Inc.

ADDRESS: 32 West Randolph, Suite 1227
Chicago, IL 60601

DATE: August 17, 1984

Reclassification of Area Shown on Map No. 16-F (as Amended).

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 B5-1 General Service District symbols and indications as shown on Map No. 16-F in the area bounded by

> West 71st Street; South Wentworth Avenue; a line 98.2 feet north of and parallel to West 71st Street; and a line 100 feet east of and parallel to South Wentworth Avenue,

to those of a B4-1 Restricted Service 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.

Reclassification of Area Shown on Map No. 16-G.

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 R3 General Residence District symbols and indications as shown on Map No. 16-G in the area bounded by

> Marquette Road; the alley next east of and parallel to South Morgan Street; a line 103.5 feet south of and parallel to Marquette Road; and South Morgan Street,

to the designation of an R4 General Residence District, and a corresponding use district is hereby established in the area described above.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 16-G in the area bounded by

> Marquette Road; the alley next east of and parallel to South Morgan Street; a line 103.5 feet south of and parallel to Marquette Road; and South Morgan Street,

to the designation of a Residential Planned Development which is hereby established in the area described above, subject to such use and bulk regulations as are set forth on the Plan of Development herewith attached and made a part hereof and to no others.

[Plan of Development printed on pages 10748 thru 10755 of this Journal.]

SECTION 3. This ordinance shall be in force and effect from and after its passage and due publication.

PLAN OF DEVELOPMENT

RESIDENTIAL PLANNED DEVELOPMENT NO. _____

STATEMENTS

1. The area delineated herein as Residential Planned Development (the "Planned Development") consists of approximately 12,937.5 square feet of real property bounded on the north by Marquette Road; on the east by the alley next east of and parallel to Morgan Street; on the south by a line 103.5 feet south of and parallel to Marquette Road; and on the west by South Morgan Street (the "Property"), as identified in the drawing attached hereto entitled "Property Lot Line Map." The property is currently owned by the Ada S. McKinley Community Services, Inc.

2. The Applicant or its successors, assignees or grantees shall obtain all official City reviews, approvals and permits required in connection with this Plan of Development.

3. Any dedication or vacation of streets or alleys or easements or any adjustment of right-of-way shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees and approval by the City Council.

APPLICANT: Ada S. McKinley Community Services, Inc.
32 W. Randolph, Suite 1227
Chicago, IL 60601

DATE: August 17, 1984

4. The following uses shall be permitted within the Planned Development: a detached residential unit to be used as an intermediate care facility for 15 or fewer developmentally disabled persons, subject to such limits, maximum and minimum, as are set forth in the table of use and bulk regulations and related controls made a part of this Plan of Development.

5. Any service drive or other ingress or egress shall be adequately designed and paved, in accordance with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Ingress and egress shall be subject to the review of the Bureau of Traffic Engineering and Operations and the approval of the Commissioner of Planning.

6. The height restriction of the development and any appurtenance attached hereto shall be subject to:

(1) Height limitations as certified on Form FAA-117 (or on successor form or forms covering the same subject matter) and approved by the Federal Aviation Administration; and

APPLICANT: Ada S. McKinley Community Services, Inc.
32 W. Randolph, Suite 1227
Chicago, IL 60601

DATE: August 17, 1984

(2) Airport Zoning Regulations as established by the Department of Planning, Department of Aviation and Department of Law and approved by the City Council.

(3) Height limitations as approved by the Federal Aviation Agency pursuant to Part 77 of the Regulations of the Administrator, Federal Aviation Agency.

7. Off-street parking and loading facilities will be provided in compliance with this Plan of Development and shall be subject to the review and approval of the Commissioner of Planning.

8. The information in the Plan of Development attached hereto sets forth data concerning the generalized land use plan of the Planned Develpment, and illustrates that the development of such area will be in accordance with the intent and purpose of this Plan of Development.

9. Identification signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Zoning.

APPLICANT: Ada S. McKinley Community Services, Inc.
32 W. Randolph, Suite 1227
Chicago, IL 60607

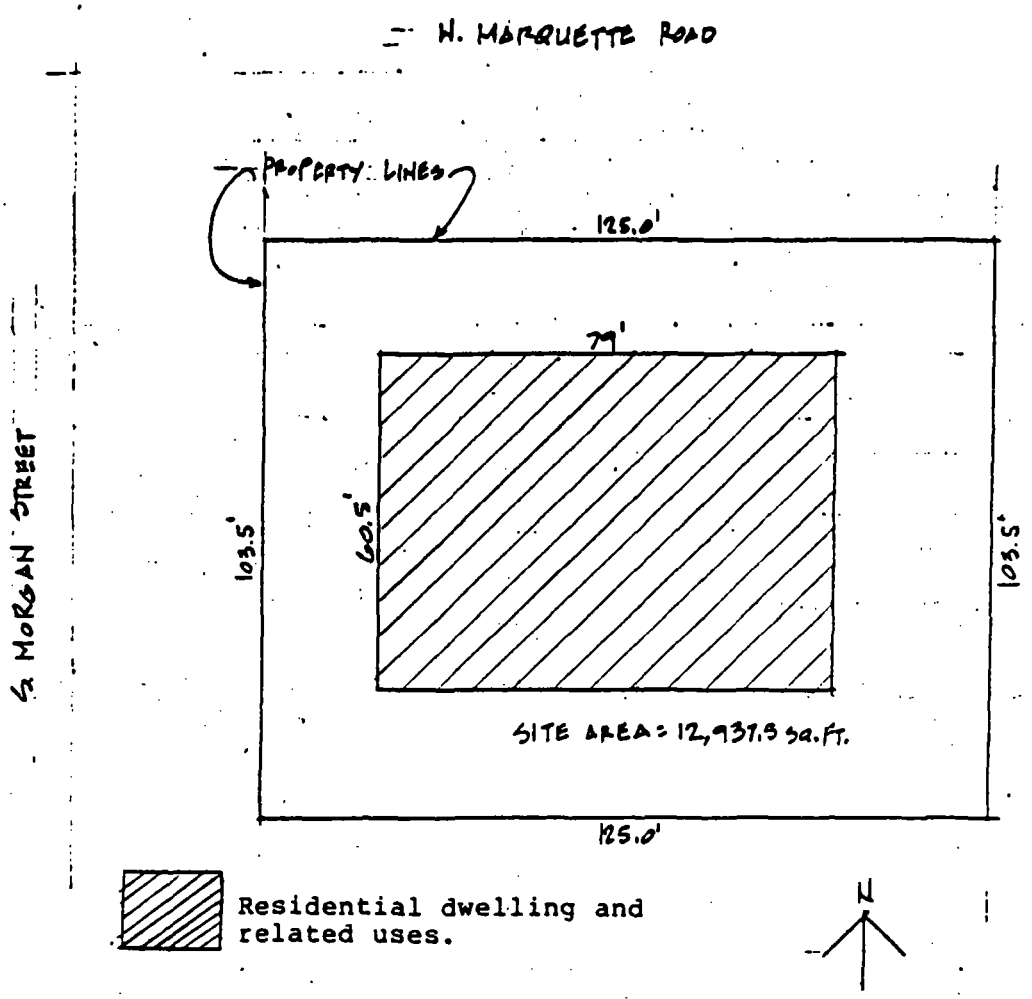
DATE: August 17, 1984

10. This Plan of Development, consisting of eleven (11) statements; an existing zoning map; a boundary and property line map including any proposed vacations or dedications of streets, alleys, or other public properties; a generalized land use map; and a table of use and bulk regulations and related controls, is applicable to the area delineated herein. These and no other controls shall apply to the area delineated herein. This Plan of Development is in conformity with the intent and purpose of the Chicago Zoning Ordinance and all requirements thereof, and satisfies the established criteria for approval as a Planned Development.

11. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments" as promulgated by the Commissioner of the Department of Planning.

APPLICANT: Ada S. McKinley Community Services, Inc.
32 W. Randolph, Suite 1227
Chicago, IL 60601

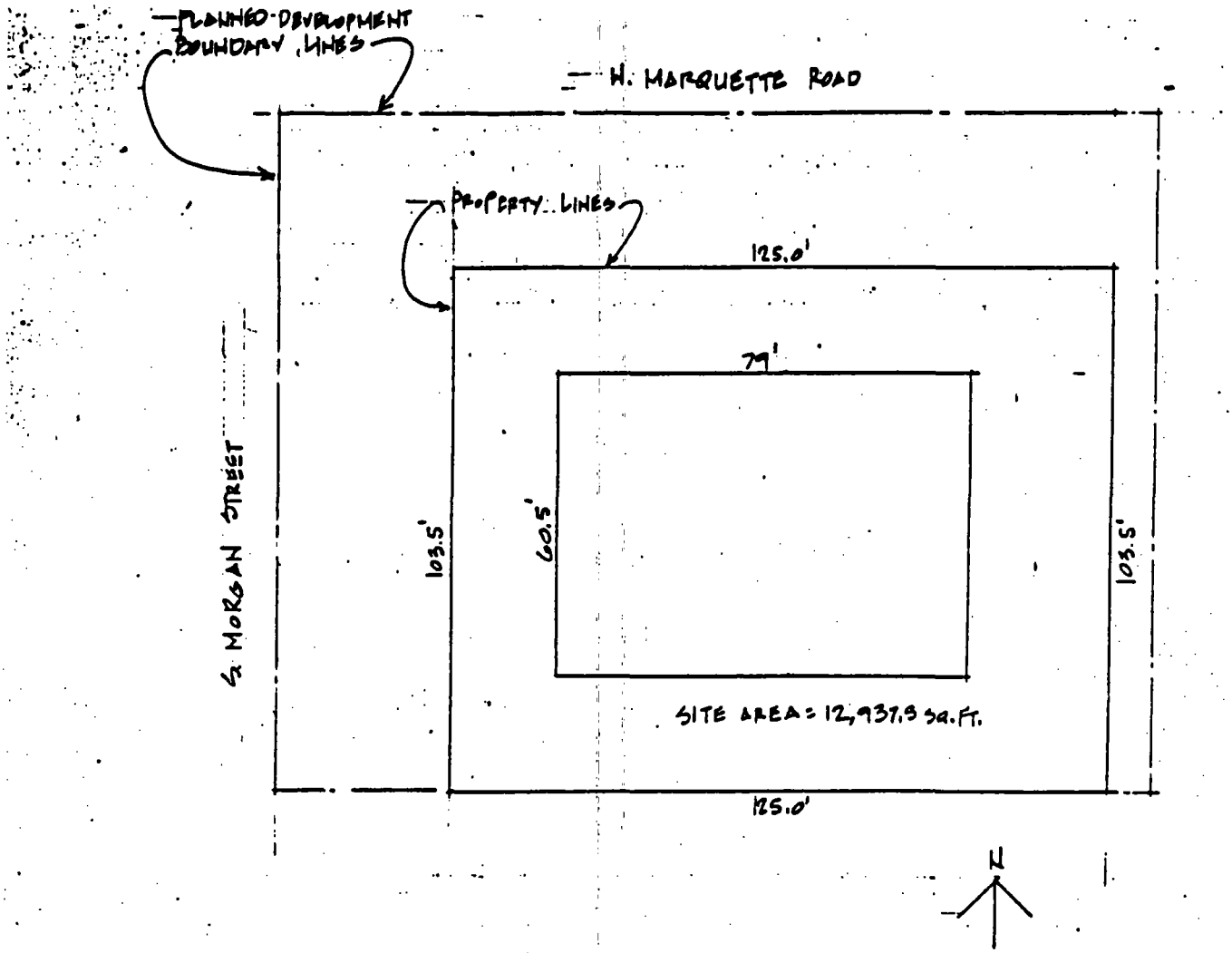
DATE: August 17, 1984



Residential Planned Development
6701 South Morgan Street
Generalized Land Use Map

APPLICANT: Ada S. McKinley Community Services, Inc.
32 W. Randolph, Suite 1227
Chicago, Illinois 60601

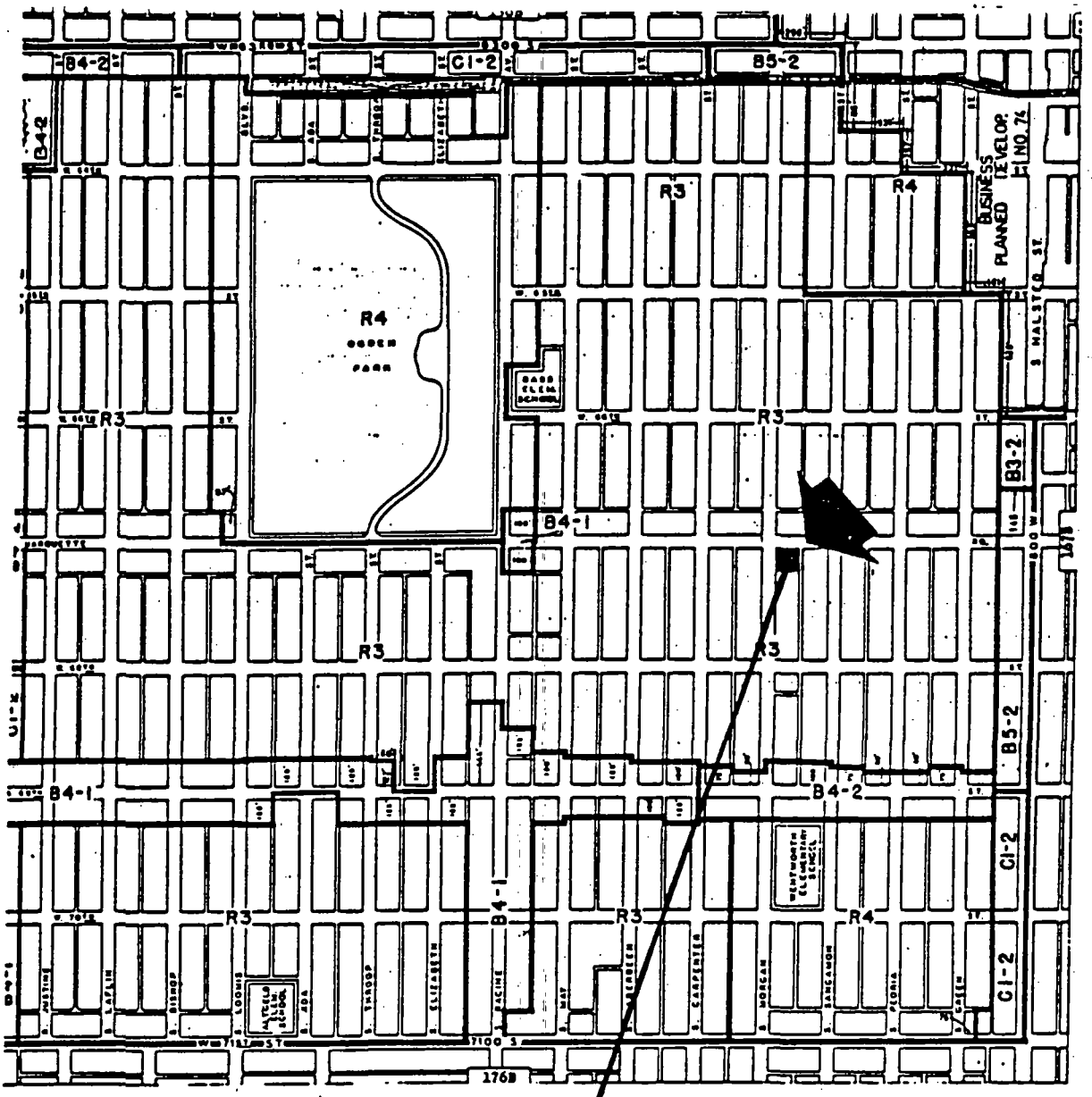
DATE: August 17, 1984



Residential Planned Development
6701 South Morgan Street
Property Lot Line Map

APPLICANT: Ada S. McKinley Community Services, Inc.
32 W. Randolph, Suite 1227
Chicago, Illinois 60601

DATE: August 17, 1984



RESIDENTIAL PLANNED DEVELOPMENT
EXISTING ZONING

Property Location: shaded area

Property Boundaries: Marquette Road, the alley next east of and parallel to Morgan Street; a line 103.5 feet south of and parallel to Marquette Road; South Morgan Street

APPLICANT: Ada S. McKinley Community Services, Inc.
32 W. Randolph, Suite 1227
Chicago, Illinois 60601

DATE: August 17, 1984

RESIDENTIAL PLANNED DEVELOPMENT NO. _____
PLAN OF DEVELOPMENT

USE AND BULK REGULATIONS AND DATA

NET SITE AREA SQ. FEET	ACRES	GENERAL DESCRIPTION OF LAND USE	MAXIMUM FLOOR AREA RATIO	MAXIMUM PERCENT OF SITE COVERAGE
12,937.5	0.30	Property will be improved with a detached residential unit to be used as an intermediate care facility for 15 or fewer developmentally disabled persons.	0.37	37%

GROSS SITE AREA AND NET SITE AREA: 12,937.5 square feet (0.30 acres) plus area remaining in public right of way: 8,265 square feet (0.19) = 21,202.5 square feet (0.49 acres).

OFF STREET PARKING AND LOADING CONTROLS

Minimum number of off street parking sites: 2

MAXIMUM FLOOR AREA RATIO: 0.37

SET BACKS AND SITE COVERAGE

Marquette Road: 20' 0"
east property line: 26' 7"
south property line: 23' 0"
South Morgan Street: 20' 0"

APPLICANT: Ada S. McKinley Community Services, Inc.
ADDRESS: 32 W. Randolph, Suite 1227
Chicago, IL 60601

DATE: August 17, 1984

Reclassification of Area Shown on Map No. 17-N (as Amended).

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 indications as shown on Map No. 17-N in area bounded by

a line 527.89 feet south of and parallel to West Imlay Street at North Milwaukee Avenue; North Milwaukee Avenue; a line 603.73 feet south of and parallel to West Imlay Street at North Milwaukee Avenue; a line 125 feet west of North Milwaukee Avenue and perpendicular to the north line of West Devon Avenue; West Devon Avenue; the alley next west of and parallel to North Milwaukee Avenue; a line from a point 86.18 feet north of West Devon Avenue along the east line of the alley next west of and parallel to North Milwaukee Avenue, to a point 119 feet east of the east line of the alley next west of and parallel to North Milwaukee Avenue and 477.89 feet south of West Imlay Street; and a line from a point 119 feet east of the east line of the alley next west of and parallel to North Milwaukee Avenue and 477.89 feet south of West Imlay Street, to a point 65 feet west of North Milwaukee Avenue and 527.89 feet south of West Imlay Street,

to those of an R4 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.

Reclassification of Area Shown on Map No. 18-F.

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 M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 18-F in the area bounded by

a line 510 feet north of West 79th Street; a line from a point 192 feet west of South Perry Avenue and 510 feet north of West 79th Street, to a point 158 feet west of South Perry Avenue and 476 feet north of West 79th Street; a line 476 feet north of West 79th Street; a line 138 feet west of South Perry Avenue; a line 332 feet north of West 79th Street; a line 159 feet west of South Perry Avenue; a line 157 feet north of West 79th Street; a line 138 feet west of South Perry Avenue; West 79th Street; and a line 608 feet west of South Perry Avenue,

to the designation of a Business 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.

[Plan of Development printed on pages 10758 thru 10764 of this Journal.]

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

Reclassification of Area Shown on Map No. 20-B.

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 indications as shown on Map No. 20-B in area bounded by

the alley north of East 83rd Street; South Kingston Avenue; East 83rd Street; and South Essex Avenue,

to those of an R2 Single Family 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.

Reclassification of Area Shown on Map No. 22-B.

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 General Residence District symbols and indications as shown on Map No. 22-B in the area bounded by

a line 280 feet south of and parallel to East 91st Street; the alley next east of South Brandon Avenue; a line 405 feet south of and parallel to East 91st Street; and South Brandon Avenue,

to the designation of a Residential Planned Development which is hereby established in the area described above, subject to such use and bulk regulations as are set forth on the Plan of Development herewith attached and made a part hereof and to no others.

[Plan of Development printed on pages 10765 thru 10772 of this Journal.]

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

(Continued on page 10773)

BUSINESS PLANNED DEVELOPMENT

PLAN OF DEVELOPMENT

1. The area delineated herein as a "Business Planned Development" is controlled by Seymour Taxman, General Partner of the applicant, Perry Associates, an Illinois Limited Partnership, pursuant to a contract to purchase.

2. Off-street parking and off-street loading facilities shall be provided in compliance with this Plan of Development, subject to the review of the Department of Streets and Sanitation and the approval of the Department of Planning. Ingress and egress to such off-street facilities shall be from West 79th Street.

3. All applicable official review, approvals or permits are required to be obtained by the applicant, or its successors, assignees or grantees.

4. Any dedication or vacation of streets and alleys, or easements, or adjustments of rights-of-way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of applicant or its successors, assignees or grantees.

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 in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles; there shall be no parking within such paved areas. Fire lanes, if required, shall be adequately designed and paved in compliance with the Municipal Code of Chicago and shall have a minimum width of 24 feet to provide ingress and egress for emergency vehicles; there shall be no parking within such paved areas.

6. The following uses shall be permitted within the area delineated herein as Business Planned Development: General merchandise uses, retail and service type business uses, parking and related uses (exclusive of any principal activity of permanent outdoor storage, taverns and auto service station uses).

7. Identification signs may be permitted within the area delineated herein as Business Planned Development subject to review and approval of the Department of Buildings and the Department of Planning.

8. The information in the tables and maps attached hereto sets forth data concerning the generalized land use plan of the area delineated herein as Business Planned Development, and illustrates that the development of such area shall be in general compliance with the intent and purpose of the Chicago Zoning Ordinance.

9. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments," as promulgated by the Commissioner of Planning.

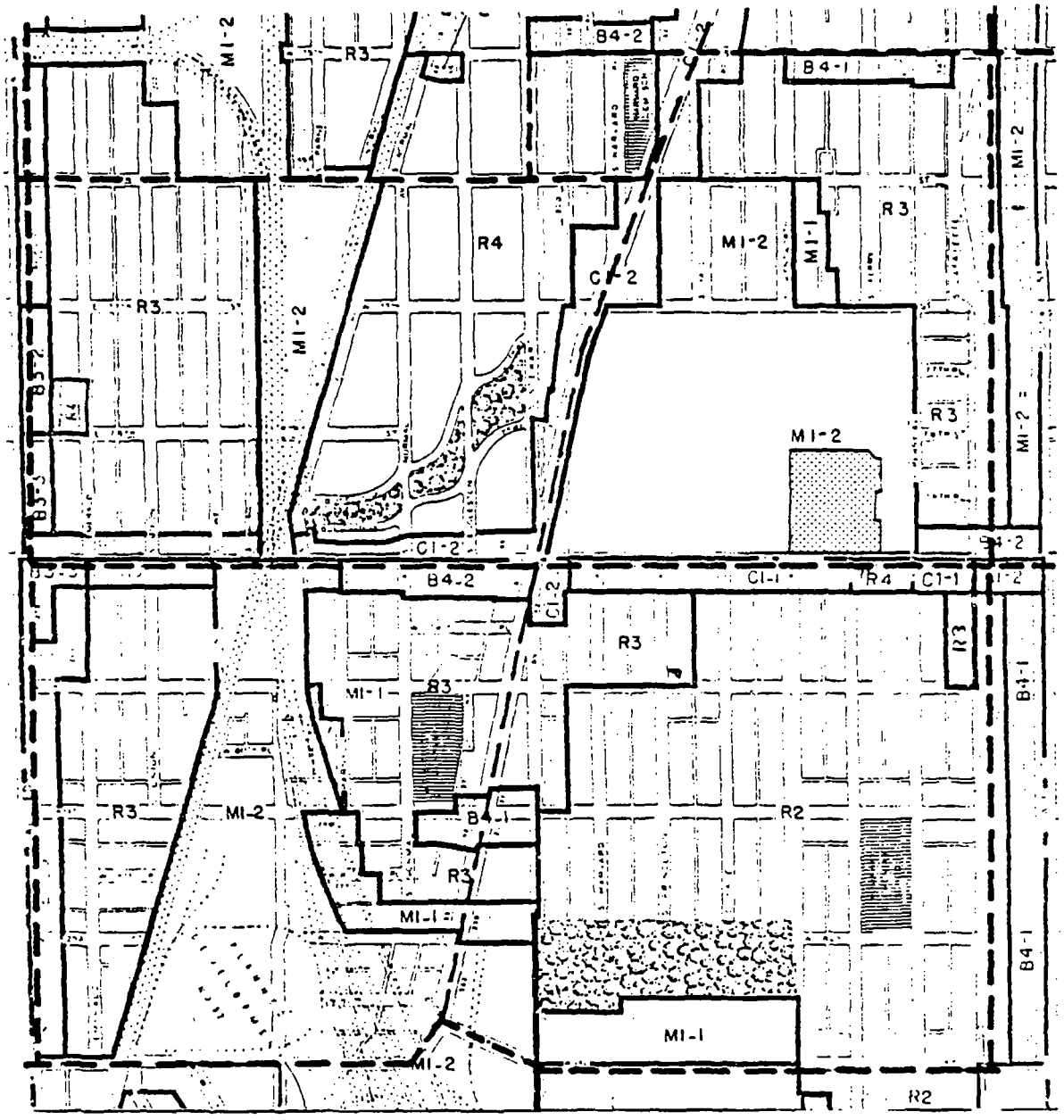
Applicant: Perry Associates

By: Vincent Fitzgerald Jr.

Date: August 8, 1984

BUSINESS PLANNED DEVELOPMENT

EXISTING ZONING AND PREFERENTIAL STREET MAP



250 750

0 500 1000

n

APPLICANT:

DATE:

PROPOSED PLANNED DEVELOPMENT

ZONING DISTRICT BOUNDARIES

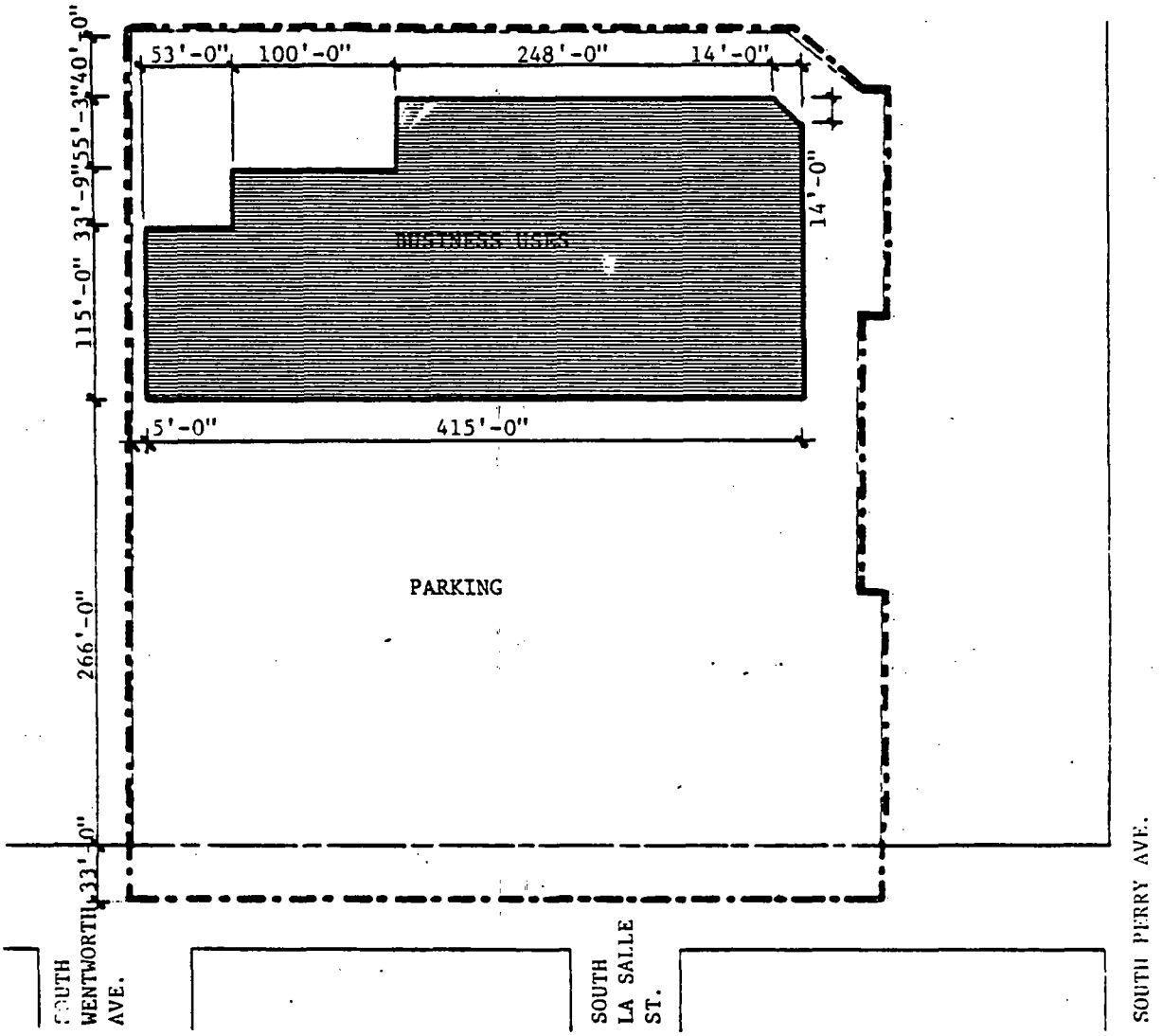
PREFERENTIAL STREETS

EDUCATIONAL FACILITIES

PARKS

BUSINESS PLANNED DEVELOPMENT

GENERALIZED LAND USE PLAN

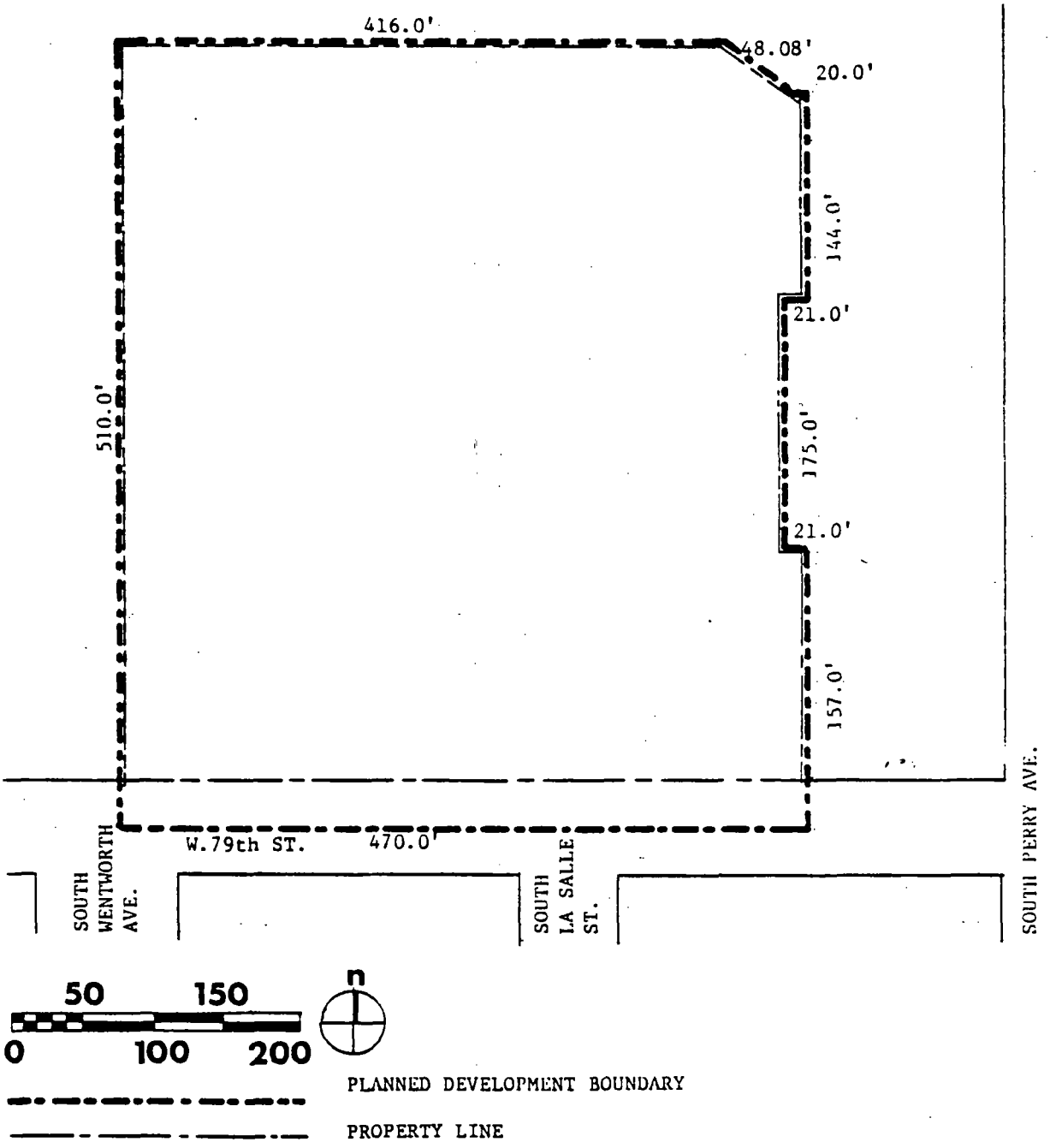


APPLICANT:

DATE:

BUSINESS PLANNED DEVELOPMENT

PROPERTY LINE MAP AND RIGHT-OF-WAY ADJUSTMENTS

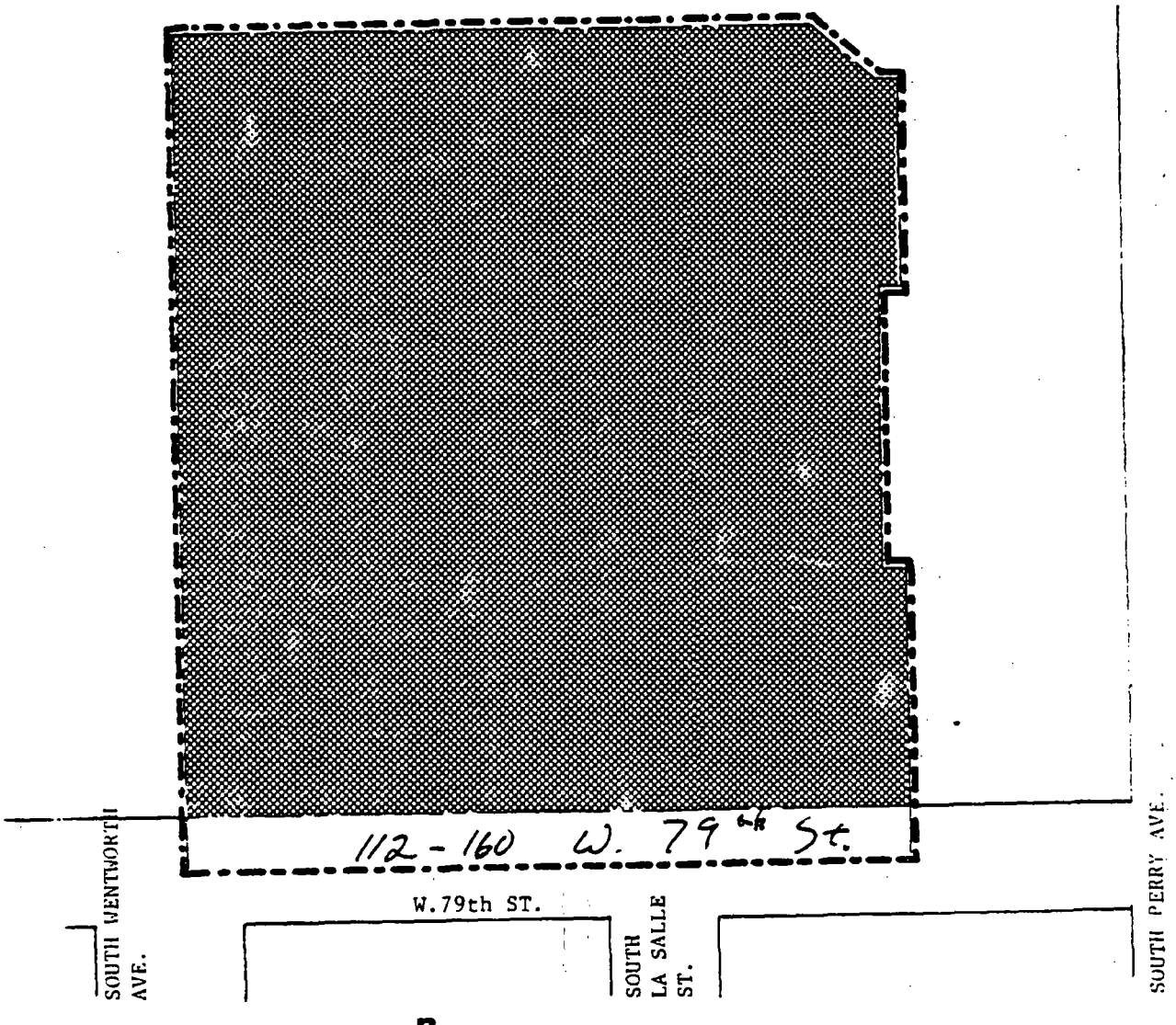


APPLICANT:

DATE:

BUSINESS PLANNED DEVELOPMENT

GENERALIZED LAND USE PLAN



APPLICANT:

DATE:

BUSINESS - PLANNED DEVELOPMENT

PLANNED DEVELOPMENT USE & BULK REGULATIONS AND DATA

Site Area		General Description	F.A.R.	Percentage Land Cover
Sq. Ft. 234,767.5	Acres 5.39	Grocery, Drug Store, General Retail as permitted in the B4 Restricted Service District	0.5	40%

Gross Site Area: Net site area 234,767.5 sq. ft. (5.39 Ac.) + area of adjacent public streets 15,510 sq. ft. (0.36 Ac.) = 250,277.5 sq. ft. (5.745 Ac.)

Maximum permitted F.A.R. for total site 0.5

Minimum Periphery Set Backs
- North 30'
- West 3'
- South 100' (79th Street)
- East 20'

Minimum No. of parking spaces 300

Minimum No. of Loading Berth Business Four

Set backs may be adjusted when necessary because of technical reasons, subject to the approval of tbe Department of Planning.

APPLICANT: Perry Associates, an Illinois Limited Partnership

DATE:

PLAN OF DEVELOPMENT

RESIDENTIAL PLANNED DEVELOPMENT NO. _____

STATEMENTS

1. The area delineated herein as Residential Planned Development (the "Planned Development") consists of approximately 16,250 square feet of real property bounded on the north by a line 280 feet south of and parallel to East 91st Street; on the east by the alley next east of South Brandon Avenue; on the south by a line 405 feet south of and parallel to East 91st Street; and on the west by South Brandon Ave. (the "Property"), as identified in the drawing attached hereto entitled "Property Lot Line Map." The property is currently owned by the Ada S. McKinley Community Services, Inc.

2. The Applicant or its successors, assignees or grantees shall obtain all official City reviews, approvals and permits required in connection with this Plan of Development.

3. Any dedication or vacation of streets or alleys or easements or any adjustment of right-of-way shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees and approval by the City Council.

APPLICANT: Ada S. McKinley Community Services, Inc.
32 West Randolph, Suite 1227
Chicago, IL 60601

DATE: August 17, 1984

4. The following uses shall be permitted within the Planned Development: a detached residential unit to be used as an intermediate care facility for 15 or fewer developmentally disabled persons, subject to such limits, maximum and minimum, as are set forth in the table of use and bulk regulations and related controls made a part of this Plan of Development.

5. Any service drive or other ingress or egress shall be adequately designed and paved, in accordance with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Ingress and egress shall be subject to the review of the Bureau of Traffic Engineering and Operations and the approval of the Commissioner of Planning.

6. The height restriction of the development and any appurtenance attached hereto shall be subject to:

(1) Height limitations as certified on Form FAA-117 (or on successor form or forms covering the same subject matter) and approved by the Federal Aviation Administration; and

APPLICANT: Ada S. McKinley Community Services, Inc.
32 West Randolph, Suite 1227
Chicago, IL 60601

DATE: August 17, 1984

(2) Airport Zoning Regulations as established by the Department of Planning, Department of Aviation and Department of Law and approved by the City Council.

(3) Height limitations as approved by the Federal Aviation Agency pursuant to Part 77 of the Regulations of the Administrator, Federal Aviation Agency.

7. Off-street parking and loading facilities will be provided in compliance with this Plan of Development and shall be subject to the review and approval of the Commissioner of Planning.

8. The information in the Plan of Development attached hereto sets forth data concerning the generalized land use plan of the Planned Develpment, and illustrates that the development of such area will be in accordance with the intent and purpose of this Plan of Development.

9. Identification signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Zoning.

APPLICANT: Ada S. McKinley Community Services, Inc.
32 West Randolph, Suite 1227
Chicago, IL 60601

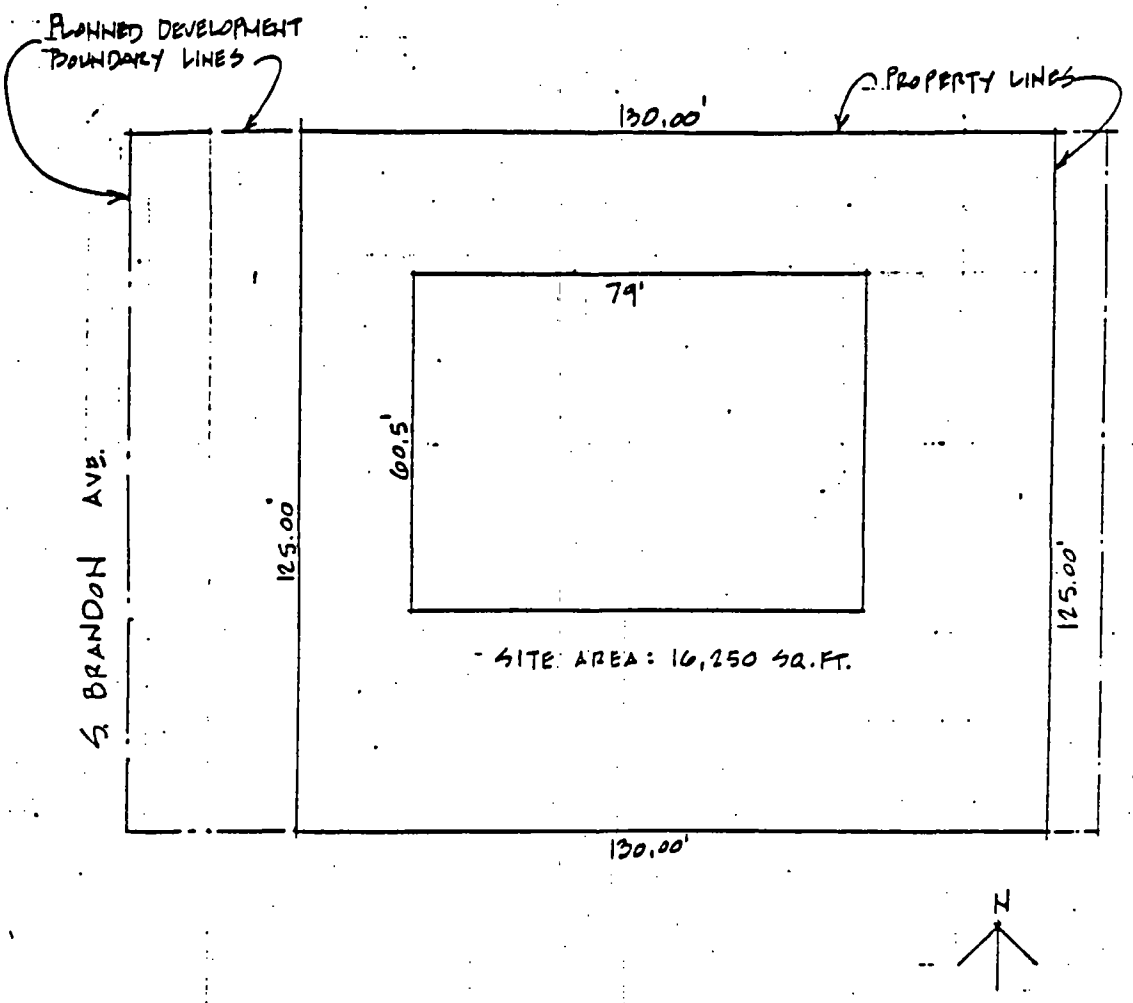
DATE: August 17, 1984

10. This Plan of Development, consisting of eleven (11) statements; an existing zoning map; a boundary and property line map including any proposed vacations or dedications of streets, alleys, or other public properties; a generalized land use map; and a table of use and bulk regulations and related controls, is applicable to the area delineated herein. These and no other controls shall apply to the area delineated herein. This Plan of Development is in conformity with the intent and purpose of the Chicago Zoning Ordinance and all requirements thereof, and satisfies the established criteria for approval as a Planned Development.

11. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments" as promulgated by the Commissioner of the Department of Planning.

APPLICANT: Ada S. McKinley Community Services, Inc.
32 West Randolph, Suite 1227
Chicago, IL 60601

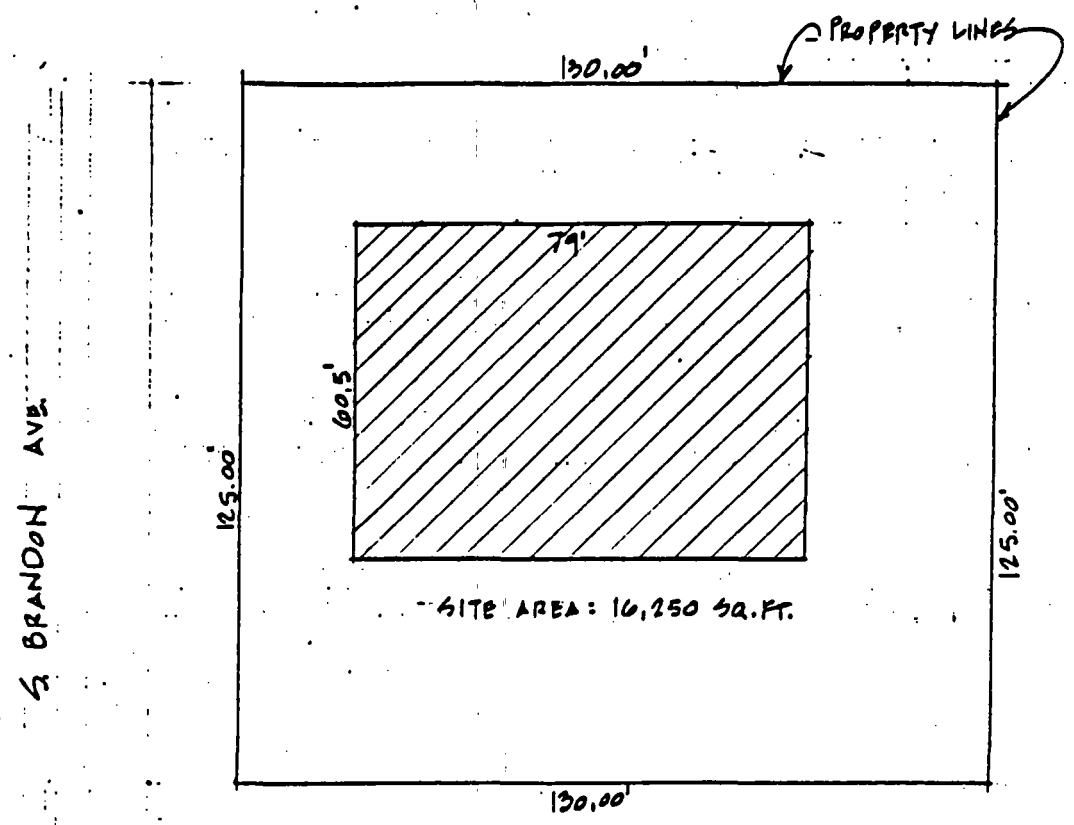
DATE: August 17, 1984



Residential Planned Development
9135 South Brandon Avenue
Property Lot Line Map

APPLICANT: Ada S. McKinley Community Services, Inc.
32 W. Randolph, Suite 1227
Chicago, Illinois 60601

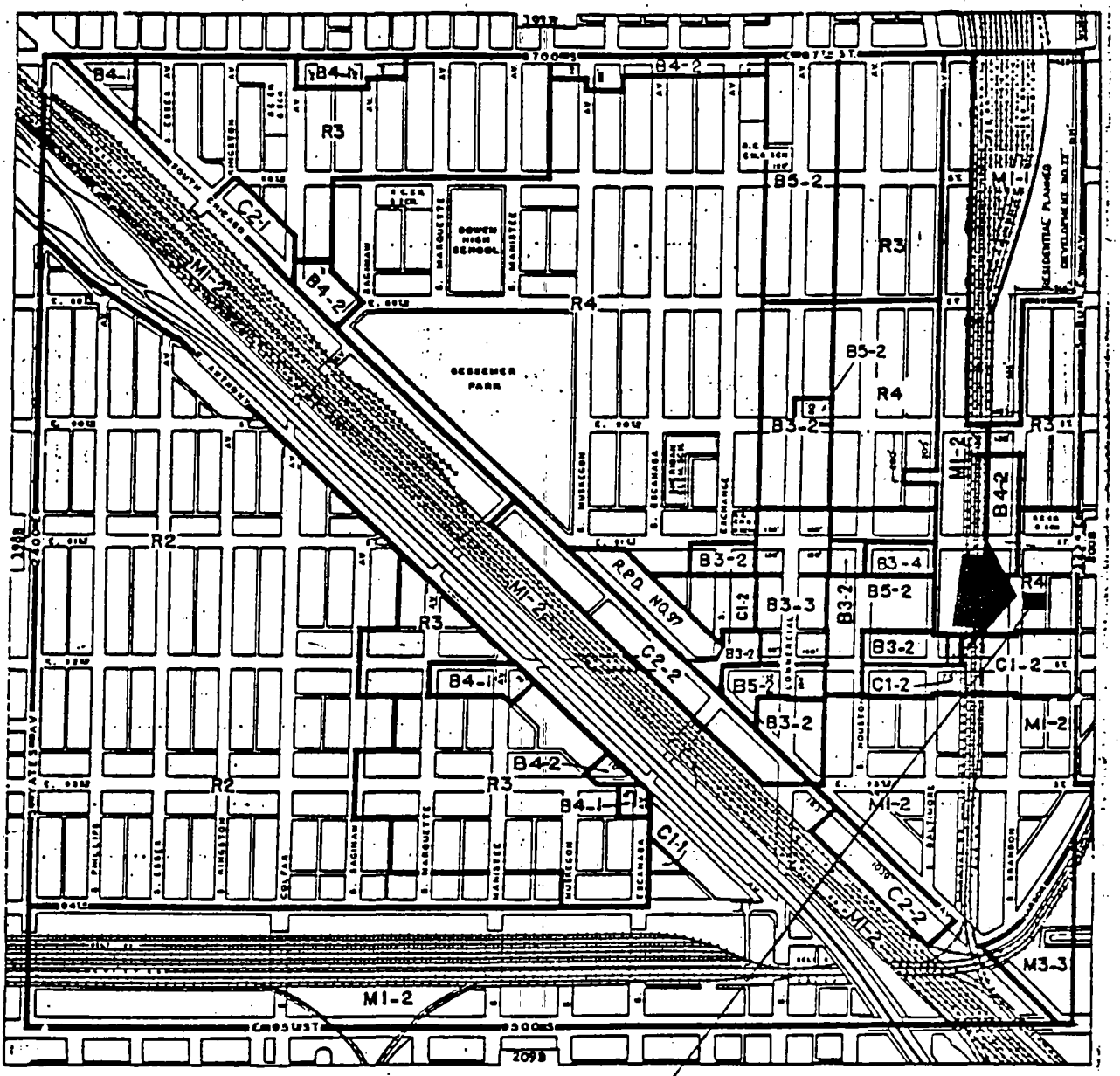
DATE: August 17, 1984



Residential Planned Development
9135 South Brandon Avenue
Generalized Land Use Map

APPLICANT: Ada S. McKinley Community Services, Inc.
32 W. Randolph, Suite 1227
Chicago, Illinois 60601

DATE: August 17, 1984



RESIDENTIAL PLANNED DEVELOPMENT
EXISTING ZONING

9135 S. BRANDON

Property Location: shaded area

Property Boundaries: a line 280 feet south of and parallel to East 91st Street; the alley next east of South Brandon Avenue; a line 405 feet south of and parallel to East 91st Street; and South Brandon Avenue.

APPLICANT: Ada S. McKinley Community Services, Inc.
32 W. Randolph, Suite 1227
Chicago, Illinois 60601

DATE: August 17, 1984

RESIDENTIAL PLANNED DEVELOPMENT NO._____
PLAN OF DEVELOPMENT

USE AND BULK REGULATIONS AND DATA

NET SITE AREA SQ. FEET	NET SITE AREA ACRES	GENERAL DESCRIPTION OF LAND USE	MAXIMUM FLOOR AREA RATIO	MAXIMUM PERCENT OF SITE COVERAGE
16,250	0.37	Property will be improved with a detached residential unit to be used as an intermediate care facility for 15 or fewer developmentally disabled persons	0.30	30%

GROSS SITE AREA AND NET SITE AREA: 16,250 square feet (0.37 acres) plus area remaining in public right of way: 5,375 square feet (0.12 acres) = 21,625 square feet (0.50 acres).

OFF STREET PARKING AND LOADING CONTROLS

Minimum number of off street parking sites: two (2)

MAXIMUM FLOOR AREA RATIO: .30

SET BACKS AND SITE COVERAGE

South Brandon Avenue: 20' 0"
north property line: 25' 0"
east property line: 31' 7"
west property line: 39' 6"

APPLICANT: Ada S. McKinley Community Services, Inc.

ADDRESS: 32 West Randolph, Suite 1227
Chicago, IL 60601

DATE: August 17, 1984

(Continued from page 10757)

Reclassification of Area Shown on Map No. 28-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the Institutional Planned Development No. 181 symbols and indications as shown on Map 28-H in the area bounded by

> a line 152 feet south of West 113th Place; a line 227 feet east of South Oakley Avenue; a line 249 feet south of West 113 Place; S. Bell Avenue; a line from a point 630 feet south of West 113th Place and 197.53 feet west of South Bell Avenue, to a point 593 feet south of W. 113th Place and 209.3 feet east of South Oakley Avenue; and South Oakley Avenue,

to the designation of Institutional Planned Development No. 181, as amended, which is hereby established in the area above described, subject to such use and bulk regulations as were previously set forth in the Plan of Development as amended by the amendments 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.

Reclassification of Area Shown on Map No. 32-A.

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 M1-1 Restricted Manufacturing District symbols and indications as shown on Map No. 32-A in the area bounded by

> South Avenue O; East 130th Street; a line from a point on the north side of East 130th Street and 232.67 feet west of South Avenue O to a point on the west line of South Avenue O; and 145.71 feet north of East 129th Street,

to those of a C1-1 Restricted Commercial 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.

AUTHORITY GRANTED TO AMEND MUNICIPAL CODE CHAPTER 194A RELATING TO EFFICIENCY UNITS.

The Committee on Zoning submitted the following report:

CHICAGO, October 30, 1984.

To the President and Members of the City Council:

Your Committee on Zoning begs leave to recommend that your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred to Your Committee on September 18, 1984) to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, as follows:

T-53 (Proposed Ordinance) -- To amend Chapter 194A of the Municipal Code of Chicago, Sections 7.5(5)a, 7.5(6), 7.5(6)a, 7.5(6)b, Re: Efficiency Units. (Int. September 18, 1984, Alderman Anthony C. Laurino, 39th Ward).

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

(Signed) EDWARD R. VRDOLYAK,
Vice-Chairman.

On motion of Alderman Gabinski, the committee's recommendation was *Concurred In* and said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus 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 Municipal Code of Chicago, Chapter 194A, the Chicago Zoning Ordinance, is hereby amended by deleting Sections 7.5(5)a, 7.5(6), 7.5(6)a, 7.5(6)b.

SECTION 2. That the Municipal Code of Chicago, Chapter 194A, the Chicago Zoning Ordinance, is hereby amended by adding in italics a new Section 7.5(6) as follows:

7.5(6). Efficiency units shall be restricted as follows:

a. In the R4 and R5 Residence Districts efficiency units shall not constitute more than 20% of the permitted units in a residential building or structure; provided however, this restriction shall not apply in the case of apartment hotels. In the case of housing for the elderly, efficiency units shall not constitute more than 30% of the permitted units.

b. In the R6 Residence District efficiency units shall not constitute more than 30% of the permitted units in a residential building or structure. This restriction shall not apply, however in the case of apartment hotels.

c. In the R7 Residence District efficiency units shall not constitute more than 40% of the permitted units in a residential building or structure. This restriction shall not apply, however in the case of apartment hotels.

d. In the R8 Residence District efficiency units shall not constitute more than 50% of the permitted units in a residential building or structure. This restriction shall not apply, however in the case of apartment hotels.

SECTION 3. This ordinance shall be in full force and effect from and after its due passage and publication.

AUTHORITY GRANTED TO AMEND MUNICIPAL CODE CHAPTER 194A RELATING TO PLANNED DEVELOPMENTS.

The Committee on Zoning submitted the following report:

CHICAGO, October 30, 1984.

To the President and Members of the City Council:

Your Committee on Zoning begs leave to recommend that your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred to Your Committee on September 18, 1984) to amend the Chicago Zoning Ordinance for the propose of reclassifying particular areas, as follows:

Text Amendments-Chapter 194A-Chicago Zoning Ordinance

T-54 (Proposed Ordinance)-To amend Chapter 194A of the Municipal Code of Chicago, Re: Amendment for a Planned Development. (Int. September 18, 1984, Alderman Terry M. Gabinski, 32 Ward).

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

(Signed) EDWARD R. VRDOLYAK,
Vice-Chairman.

On motion of Alderman Gabinski, the committee's recommendation was *Concurred In* and said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus 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 Municipal Code of Chicago, Chapter 194A, the Chicago Zoning Ordinance, Section 11.12-1, is hereby amended by deleting the language in brackets and adding the language in italics below, as follows:

11.12-1. Application for an Amendment for a Planned Development. Any application for an amendment for a Planned Development shall be filed by, or on behalf of, the owner or owners of the property affected and shall be accompanied by a fee of one hundred dollars, per net developable acre in the planned development, *or five hundred dollars, which ever is greater,* which shall be paid to the Director of Revenue. There shall be no such fee required in the case of an application filed by a duly constituted public body such as, but not limited to, City of Chicago, Chicago Housing Authority, Chicago Park District, Chicago Public Library; or by the Commissioner of Planning, City and Community Development.

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

ISSUANCE OF PERMITS AUTHORIZED FOR ERECTION OF ILLUMINATED SIGNS.

The Committee on Zoning submitted the following report:

CHICAGO, October 30, 1984.

To the President and Members of the City Council:

Your Committee on Zoning begs leave to recommend that your Honorable Body *Pass* the proposed order and proposed ordinance transmitted herewith (referred September 25 and October 16, 1984) to authorize the issuance of permits for the erection and maintenance of illuminated signs.

These recommendations were concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

(Signed) EDWARD R. VRDOLYAK,
Vice-Chairman.

On motion of Alderman Gabinski, the committee's recommendations were *Concurred In* and said proposed ordinance and order were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinance and order as passed:

WHEREAS, The Department of Economic Development has approved Business Area Signage Program participation within the City of Chicago for the installation of improvements in the public way, 75% of the cost to be financed through Federal Community Block Grant Funds; and

WHEREAS, The Howard/Paulina Development Corporation will be responsible for providing the other 25% of the cost and for any maintenance, replacement, and liability relative to said improvements; now, therefore,

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

SECTION 1. That 6 large and 26 small Business Area Signs will be installed in the public way at (see attached lists for exact locations).

SECTION 2. That the maintenance of these improvements will be the responsibility of the Howard/Paulina Development Corporation.

SECTION 3. That the Howard/Paulina Development Corporation provide adequate liability insurance coverage to hold the City of Chicago harmless relative to said improvements at the above (attached) locations.

[Location of signs printed on pages 10778 thru 10779 of this Journal.]

SECTION 4. That this ordinance shall take effect and be in full force from the date of its passage.

Large signs are all 6 ft. high and 3 ft. wide

LOCATION OF LARGE SIGNS

POLE LOCATIONS

S-1 Greenview & Howard S.W. Corner

S-2 1660 W. Howard - Hot Dog King

S-3 Sheridan & Howard S.W. Corner

S-4 1737 W. Howard

S-5 1783 W. Howard - 1st green pole north side of Rogers Ave.

S-6 Sheridan & Rogers

Lower edge of panel at rest shall be at least 13'-6" above the sidewalk curb, and shall not obscure or obstruct traffic signals or signage.

Small signs are all 2 ft. high by 3 ft. wide.
All small signs to be placed at least 13 ft. 6 inches above the sidewalk.

LOCATION OF SMALL SIGNS

POLE LOCATIONS

S-1	1632 W. Howard	S-14	1448 W. Howard
S-2	1771 W. Howard	S-15	1512 W. Howard
S-3	1631 W. Howard	S-16	1519 W. Howard
S-4	1783 W. Howard	S-17	1534 W. Howard
S-5	7602 N. Paulina	S-18	1551 W. Howard
S-6	7622 N. Paulina	S-19	1560 W. Howard
S-7	7648 N. Paulina	S-20	1567 W. Howard
S-8	Rogers & Greenview N.E. Corner	S-21	Howard/Ashland north side stre
S-9	7616 N. Rogers	S-22	1607 W. Howard
S-10	7636 N. Rogers	S-23	7515 N. Clark
S-11	1400 W. Howard	S-24	7547 N. Clark
S-12	1422 W. Howard	S-25	
S-13	1424 W. Howard	S-26	

Lower edge of panel at rest shall be at least 13'-6" above the sidewalk curb, and shall not obscure or obstruct traffic signals or signage.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Corkill Electric Company, 4536 West Lawrence Avenue, Chicago, Illinois 60630, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 51 West Congress, Standard Service Station:

Dimensions: length 10 feet, height 6 feet
Height Above Grade/Roof to Top of Sign: 38 feet
Total Square Foot Area: 94 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 Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

MATTERS PRESENTED BY THE ALDERMEN

(Presented by Wards, in Order, Beginning with the First 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.

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1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

Referred -- ESTABLISHMENT OF LOADING ZONES AT SUNDRY LOCATIONS.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location
HUTCHINSON (9th Ward)	E. 118th Street (south side) from S. Michigan Avenue to a point 30 feet east thereof -- 8:00 A.M. to 5:00 P.M. -- Monday thru Saturday;
GABINSKI (32nd Ward)	W. Winnebago Avenue (north side) at 1722 -- 45 feet thereof -- Monday thru Saturday;
DAMATO (37th Ward)	W. North Avenue at 4747 -- 6:00 A.M. to 6:00 P.M. -- Monday thru Friday;
HANSEN (44th Ward)	W. Belmont Avenue (north side) at 918 -- 50 feet thereof -- 9:00 A.M to 10:00 P.M. -- Monday thru Sunday;
McLAUGHLIN (45th Ward)	W. Higgins Avenue (north side) at 5806 -- at all times;
STONE (50th Ward)	N. Clark Street at 6610 -- 7:00 A.M. to 6:00 P.M. -- Monday thru Saturday.

Referred -- AMENDMENT OF LOADING ZONE ON WEST HAWTHORNE PLACE DURING SPECIFIED HOURS.

Alderman Hansen (44th Ward) presented a proposed ordinance to amend an established loading zone on W. Hawthorne Place, which was *Referred to the Committee on Traffic Control and Safety,* as follows:

"W. Hawthorne Place (south side)	From a point 30 feet west of N. Lake Shore Drive to a point 84 feet west thereof -- 8:00 A.M. to 6:00 P.M. [except on Sundays and holidays]"
and inserting in lieu thereof	
"W. Hawthorne Place (south side)	LOADING ZONE/TOW-AWAY ZONE From a point 30 feet west of N. Lake Shore Drive to a point 84 feet west thereof -- 8:00 A.M. to 6:00 P.M. [except on Sundays and holidays]."

Referred -- DISCONTINUANCE OF LOADING ZONE ON PORTION OF WEST 21ST STREET.

Alderman Marzullo (25th Ward) presented a proposed ordinance to discontinue the loading zone on the north side of W. 21st Street from a point 125 feet east of S. Wolcott Avenue to a point 50 feet east thereof -- 8:00 A.M. to 4:00 P.M. (except Saturdays, Sundays and holidays), which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- RESTRICT MOVEMENT OF TRAFFIC TO SINGLE DIRECTION ON SPECIFIED PUBLIC WAYS.

The aldermen named below presented 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 Saftey*, as follows:

Alderman	Location
HUELS (11th Ward)	W. 43rd Place from S. Parnell Avenue to S. Halsted Street -- westerly;
	W. 44th Street from S. Halsted Street to S. Parnell Avenue -- easterly;
KRYSTYNIAK (23rd Ward)	First alley south of S. Archer Avenue from S. Ridgeway Avenue to S. Lawndale Avenue -- easterly;
KOTLARZ (35th Ward)	N. Ridgeway Avenue at 2800 from W. Diversey Avenue to W. George Street -- northerly.

Referred -- AMEND AREA FOR MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE DIRECTION ON PORTION OF NORTH NEWCASTLE AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic from W. Diversey Avenue to the first alley south of W. Belmont Avenue -- northerly (instead of from W. Diversey Avenue to W. Belmont Avenue -- northerly), which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- EXTENSION OF PARKING METER AREA 211-NSC AND ESTABLISHMENT OF PARKING METER AREA 304-NNS ON SPECIFIED PUBLIC WAYS.

Alderman Natarus (42nd Ward) presented two proposed ordinances for the extension of a particular parking meter area and for the establishment of new parking meter area on specified public ways for the distances indicated, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Public Way	Distance
N. Peshtigo Court (both sides)	Between E. Grand Avenue and E. Illinois Street -- 30-minute limit -- extension of Parking Meter Area 211- NSC;
N. Streeter Drive (both sides) [U-shaped]	Between E. Grand Avenue and E. Grand Avenue -- establishment of Parking Meter Area 304-NNS.

Referred -- REMOVAL OF PARKING METERS AT SPECIFIED LOCATIONS.

Alderman Burke (14th Ward) presented a proposed order for the removal of parking meters on 55th Street (south side) from a point 30 feet west of S. California Avenue to a point 60 feet west thereof, 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:

Alderman	Location, Distance and Time
BLOOM (5th Ward)	E. 72nd Street (south side) from the west property line of S. Clyde Avenue to a point 85 feet west thereof;
MAJERCZYK (12th Ward)	W. 38th Place, at 3548 (except for handicapped);
MADRZYK (13th Ward)	S. Karlov Avenue (east side) at 5939 (except for handicapped);
BRADY (15th Ward)	S. Artesian Avenue, at 6532 (except for handicapped);
STREETER (17th Ward)	W. 76th Street (south side) from 703- 701 to the corner east thereof;

Alderman	Location, Distance and Time
KELLAM (18th Ward)	W. 80th Street (north side) at 2045 (except for handicapped);
SHEAHAN (19th Ward)	S. Homan Avenue, between W. 111th Street and 112th Place (except for residential permit parking);
MARZULLO (25th Ward)	W. 21st Street (north side) at 1850 (except for handicapped);
NARDULLI (26th Ward)	N. Marshfield Avenue (west side) at 868 (except for handicapped);
	W. Walton Street, at 2606 for a distance of 8 feet (except for handicapped);
HAGOPIAN (30th Ward)	W. Nelson Street (north side) at 4904 (except for handicapped);
SANTIAGO (31st Ward)	N. Central Avenue, at 1649 (except for handicapped);
LAURINO (39th Ward)	W. Ardmore Avenue, at 3252 (except for handicapped);
O'CONNOR (40th Ward)	W. Lawrence Avenue (north side) from a point 2 feet west of N. Artesian Avenue to a point 64 feet west thereof;
	N. Maplewood Avenue (east side) from a point 75 feet south of W. Peterson Avenue to a point 43 feet south thereof;
PUCINSKI (41st Ward)	7200 block of W. Rascher Avenue (except for residential permit parking);
McLAUGHLIN (45th Ward)	4800 block of N. Nashville Avenue from the alley north of W. Gunnison Street to W. Strong Street;
	4800 block of N. Natchez Avenue from the first alley north of W. Gunnison Street to W. Strong Street;
	5100 block of N. Neva Avenue from the first alley south of W. Foster Avenue to

Alderman	Location, Distance and Time
	W. Carmen Avenue;
	N. Normandy Avenue from the first alley north of W. Gunnison Street to W. Strong Street;
SCHULTER (47th Ward)	N. Ashland Avenue (east side) from W. Lawrence Avenue to a point 105 feet north thereof;
	N. Ashland Avenue (west side) from W. Lawrence Avenue to a point 150 feet north thereof;
VOLINI (48th Ward)	N. Kenmore Avenue (west side) at 5424 (driveway);
	W. Lakeside Place (north side) from 804 to 814;
	N. Winthrop Avenue (west side) at 5530;
STONE (50th Ward)	W. Howard Street, at 2507 from a point 20 feet east of N. Campbell Avenue to the first alley east thereof.

Referred -- PROHIBITION AGAINST PARKING OF VEHICLES DURING SPECIFIED HOURS ON PORTION OF SOUTH KEATING AVENUE.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance to prohibit the parking of vehicles on S. Keating Avenue (east side) from S. Archer Avenue to the first alley north thereof from 8:00 A.M. to 10:00 A.M., Monday through Friday, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING ZONE ON PORTION OF SOUTH MOBILE AVENUE.

Alderman Krystyniak (23rd Ward) presented a proposed order to establish a residential permit parking zone on S. Mobile Avenue from W. 63rd Place to the first alley north thereof, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMEND ESTABLISHED RESIDENTIAL PERMIT PARKING ZONES.

The aldermen named below presented proposed ordinances to amend residential permit

parking zones on designated streets, which were *Referred to the Committee on Traffic Control and Safety* as follows:

Alderman	Location
KRYSTYNIAK (23rd Ward)	By striking therefrom "S. Melvina Avenue (east side) between W. 61st Street -- 8:00 A.M. to 8:00 P.M. -- Monday thru Sunday -- Zone 9"
	Inserting in lieu thereof S. Melvina Avenue (east side) between W. 61st Street -- 8:00 A.M. to 4:00 P.M. -- Monday thru Friday -- Zone 9;
HAGOPIAN (30th Ward)	Residential Parking Zone 15 by striking therefrom "N. Knox Avenue (west side) between W. Wellington Avenue and the first alley west of W. Belmont Avenue -- Zone 15".

Referred -- INSTALLATION OF "THRU TRAFFIC PROHIBITED" SIGNS ON SPECIFIED PUBLIC WAY.

Alderman Krystyniak (23rd Ward) presented a proposed order for the installation of "Thru Traffic Prohibited" signs at the entrances to the north-south alley between S. Massasoit Avenue and S. Menard Avenue from W. 56th Street to W. 57th Street, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- PROPOSED ORDINANCES TO ESTABLISH TOW-AWAY ZONES.

The aldermen named below presented proposed ordinances to establish tow-away zones, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location and Distance
EVANS (4th Ward)	Driveway at the northeast entrance of 5201 S. Cornell Avenue (one car length);
	Driveway at the southeast exit on 5201 S. Cornell Avenue (one car length);
MARZULLO (25th Ward)	W. 31st Street, between S. California Avenue and S. Western Avenue.

Referred -- INSTALLATION OF TRAFFIC-CONTROL SIGNALS AT SPECIFIED INTERSECTION.

Alderman Streeter (17th Ward) presented a proposed order for the installation of an "Automatic Traffic Control Signal" at the intersection of W. 79th Street and S. Wentworth Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- 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:

Alderman	Location and Type of Sign
EVANS (4th Ward)	S. Cornelia Avenue and E. 51st Street -- "4-Way Stop";
BLOOM (5th Ward)	S. Merrill Avenue and E. 72nd Street -- "Stop";
	S. Woodlawn Avenue and E. 58th Street -- "2-Way Stop";
BEAVERS (7th Ward)	W. 78th Street and S. Marquette Avenue -- "Stop";
VRDOLYAK (10th Ward)	S. Avenue M and E. 107th Street -- "Stop";
MAJERCZK (12th Ward)	W. 46th Street and S. Fairfield Avenue -- "3-Way Stop";
BURKE (14th Ward)	S. Whipple Street and W. 64th Street -- "2-Way Stop";
	S. Wood Street and W. 53rd Street -- "3-Way Stop";
	S. Wood Street and W. 54th Street -- "3-Way Stop";
	W. 60th Street and S. Francisco Avenue -- "2-Way Stop";
	W. 60th Street and S. Whipple Street -- "2-Way Stop";
	W. 61st Street and S. Francisco Avenue -- "2-Way Stop";

Alderman	Location and Type of Sign
STREETER (17th Ward)	W. 72nd and S. Green Streets -- "3- Way Stop";
SHEAHAN (19th Ward)	S. Sawyer Avenue and W. 104th Street -- "2-Way Stop";
	W. 105th Street and S. Maplewood Avenue -- "4-Way Stop";
	W. 108th Street and S. Washtenaw Avenue -- "4-Way Stop";
	W. 110th Street and S. Central Park Avenue -- "4-Way Stop";
	W. 110th Street and S. Millard Avenue -- "Stop";
KRYSTYNIAK (23rd Ward)	W. 50th Street and S. Kilpatrick Avenue -- "All-Way Stop";
	W. 51st Street and S. Knox Avenue -- "All-Way Stop";
	W. 63rd Place and S. Normandy Avenue -- "All-Way Stop";
	W. 63rd Place and S. Oak Park Avenue -- "All-Way Stop";
SMITH (28th Ward)	W. Lexington Street (east-westbound) at S. Lawndale Avenue "Stop";
SANTIAGO (31st Ward)	N. Keeler Avenue at W. Iowa Street -- "Stop";
BANKS (36th Ward)	W. Grace Street at N. Pontiac Avenue -- "Stop";
	N. Oconto Avenue at W. Barry Avenue -- "Stop";
	W. School Street and N. Nottingham Avenue -- "3-Way Stop";
CULLERTON (38th Ward)	N. Melvina Avenue and W. Cuyler Avenue -- "Stop";
	N. Mobile Avenue and W. Newport

Alderman	Location and Type of Sign
	Avenue -- "Stop";
	N. Sayre Avenue and W. Byron Avenue -- "All Way Stop";
LAURINO (39th Ward)	W. Rodgers Avenue and N. Kostner Avenue -- "4-Way Stop";
O'CONNOR (40th Ward)	Northwest and northeast corners of W. Glenlake Avenue and N. Campbell Avenue -- "2-Way Stop";
	N. Mozart Street and W. Belle Plaine Avenue -- "Stop";
PUCINSKI (41st Ward)	W. Berwyn Avenue and N. Normandy Avenue -- "4-Way Stop";
	Higgins Avenue and the southbound "off" ramp of the Kennedy Expressway -- "Stop";
	N. Normandy Avenue and W. Berwyn Avenue -- "4-Way Stop";
	W. Olmstead Avenue and N. Oliphant Avenue -- "2-Way Stop";
OBERMAN (43rd Ward)	N. Racine Avenue at W. Belden Avenue -- "Stop";
McLAUGHLIN (45th Ward)	Northeast corner of W. Pensacola Avenue and N. Lamon Avenue -- "Stop";
	W. Strong Street and N. Nashville Avenue -- "All-Way Stop";
ORR (49th Ward)	W. Morse Avenue at N. Glenwood Avenue -- "Stop".

Referred -- SURVEY FOR INSTALLATION OF "STOP" SIGN AT SPECIFIED INTERSECTION.

Alderman Kellam (18th Ward) presented a proposed order for a survey for the installation of a "Stop" sign at the intersection of S. Karlov Avenue and W. 80th Place, which was *Referred to the Committee on Traffic Control and Safety.*

Referred – PROPOSED ORDINANCES TO FIX WEIGHT LIMIT OF FIVE TONS FOR VEHICLES ON PORTIONS OF SPECIFIED STREETS.

The aldermen named below presented proposed ordinances to fix a weight limit of five tons for trucks and commercial vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Distance
MAJERCZYK (12th Ward)	S. Sacramento Avenue, from W. 37th Place to W. 38th Street;
NARDULLI (26th Ward)	W. Lee Place, from N. Hoyne Avenue to N. Damen Avenue;
	W. Superior Street, from N. Hoyne Avenue to N. Damen Avenue.

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2. *ZONING ORDINANCE AMENDMENTS.*

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

The aldermen named below presented four proposed ordinances for amendment of the Chicago Zoning Ordinance, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

BY ALDERMAN MADRZYK (13th Ward):

To classify as an Institutional Planned Development No. 216, as amended, instead of an Institutional Planned Development No. 216 the area shown on Map No. 18- K located at

West 75th Street and South Pulaski Road (Richard J. Daley College).

BY ALDERMAN SANTIAGO (31st Ward):

To classify as an R2 Single-Family Residence District instead of a B4-1 Restricted Service District the area shown on Map No. 5-J bounded by

the alley next north of W. Armitage Avenue; a line 84.5 feet east of N. Sawyer Avenue; W. Armitage Avenue; and a line 59.5 feet east of N. Sawyer Avenue.

To classify as an R3 General Residence District instead of a B4-1 Restricted Service District the area shown on Map No. 3-K bounded by

the alley north of W. Division Street; a line 125 feet west of N. Pulaski Road; W. Division Street; and N. Pulaski Road.

BY ALDERMAN KOTLARZ (35th Ward):

To classify as a B2-1 Restricted Retail District instead of a C1-1 Restricted Commercial District the area shown on Map No. 9-K bounded by

N. Milwaukee Avenue; N. Keeler Avenue; the alley next north of W. Roscoe Street; the alley southwest of N. Milwaukee Avenue; and N. Tripp Avenue.

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3. CLAIMS.

Referred -- PROPOSED CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented seven proposed claims against the City of Chicago for the claimants named as noted respectively, which were *Referred to the Committee on Claims and Liabilities*, as follows:

Alderman	Claimant
MADRYZK (13th Ward)	Pauline Hanula;
SHERMAN (21st Ward)	Leoda Donald;
KRYSTYNIAK (23rd Ward)	James Brya;
NARDULLI (26th Ward)	Joseph Cicinelli;
LAURINO (39th Ward)	John Monforte;
PUCINSKI (41st Ward)	Gene and Margaret Jankowski
OBERMAN (43rd Ward)	Joan Regelbrugge.

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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 – GRANTS OF PRIVILEGE IN PUBLIC WAYS.

Eight proposed ordinances to grant permission and authority to specific organizations to grant certain privileges within the public way, which were *Referred to the Committee on Streets and Alleys*, as follows:

Amalgamated Trust and Savings Bank -- to maintain and use certain sub- sidewalk vaulted area in West Monroe Street and South State Street, adjacent to 110-112 South State Street;

Burlington Northern Incorporated -- to maintain and use as now installed certain described privileges for the purpose of supplying electric current for super-imposed control on existing "stop and go" lights at South Halsted Street, and for control and lighting of flasher light signals at West Cermark Road between South Morgan Street and South Sangamon Street, West Cermak Road between South Sangamon Street and South Peoria Street, South Canalport Avenue, West 21st Street, West Cullerton Street, the alley between West Cullerton Street and West 19th Place, West 19th Street, West 18th Place and West 18th Street for the protection of the public at the intersection of the railroad tracks of said company and the streets of Chicago;

Chicago Investment Corporation -- to maintain and use as now constructed vaulted space under the public right of way adjacent to 8 South Michigan Avenue, etc.;

Illinois Bell Telephone Company -- to maintain and use as now constructed a tunnel under and across the junction of the east-west and the north-south public alleys connecting the rear of 208 West Washington Street and 225 West Randolph Street to be used for facilitating freight delivery;

Mallards -- to install a decorative triangular granite pylon on the East Washington Street sidewalk adjacent to 111 North Wabash Avenue;

Marex Properties Limited -- to maintain and use a tunnel under the upper level of North Wabash Avenue starting at the intersection of said street with East Wacker Drive on the lower level and continuing southerly;

McDonald's Corporation -- to maintain and use, as now constructed, a storage vault below the street grade of West Randolph Street, near North Wells Street;

Benj. E. Sherman and Son, Incorporated -- to maintain and use, as now constructed, a subsurface vault running in a southerly direction along and under North Holden Court, near East Washington Street, adjacent to 1-17 East Washington Street.

Referred -- AMENDMENT OF GRANT OF PRIVILEGE IN PUBLIC WAY.

Also a proposed ordinance to amend the stated grantee named within the ordinance passed by the City Council on May 9, 1984 (C.J.P. p. 6433) in reference to the maintenance and use of a canopy over the public right of way at 720 South Michigan Avenue. "Hilton Hotels Corporation, executors, successors and assigns" is to be inserted in lieu of "Hilton Hotels Corporation"; which was *Referred to the Committee on Streets and Alleys.*

Referred – CONSTRUCTION AND MAINTENANCE OF CANOPIES AT SPECIFIED LOCATIONS.

Also six proposed orders to issue permits to the organizations listed below to construct, maintain and use various canopies, and/or to maintain and use existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys:*

American National Bank, under Trust 58248 -- to maintain and use a canopy at 65 East South Water Street;

Cafe Angelo -- to construct, maintain and use a canopy at 225 North Wabash Avenue;

Chicago Inn Joint Venture, d/b/a Best Western Inn of Chicago -- to maintain and use an existing canopy at 162 East Ohio Street;

Dearborn Restaurant and Lounge Incorporated -- to maintain and use an existing canopy at 163 North Dearborn Street;

Miller Parking Company -- to maintain and use an existing canopy at 200 West Randolph Street;

The Shubert Organization -- to maintain and use an existing canopy at 60 East Balbo Avenue.

Referred – INSTALLATION OF SIGN/SIGNBOARD AT 50 WEST CONGRESS PARKWAY.

Also a proposed order directing the Commissioner of Inspectional Services to issue a sign permit to Corkill Electric Company to erect a sign/signboard at 50 West Congress Parkway for Standard Service Station, which was *Referred to the Committee on Zoning.*

Presented by

ALDERMAN EVANS (4th Ward):

Referred – AMENDMENT TO MUNICIPAL CODE CHAPTER 27 TO LIMIT ERECTION OF PARKING SIGNS WITHIN PARTICULARLY ZONED DISTRICTS.

A proposed ordinance to amend Chapter 27, Section 27-308(a) of the Chicago Municipal Code to limit the erection of parking signs within districts zoned as R1, R2, R3, R4 or R5, which was *Referred to the Committee on Traffic Control and Safety.*

Referred – OPERATION OF NEWSSTAND AT NORTHEAST CORNER OF EAST 47TH STREET ON SOUTH DREXEL BOULEVARD.

Also a proposed order to authorize and direct the Commissioner of the Department of Public Works to issue a newspaper stand permit to Dolores M. Clay to operate a stand on the northeast corner of East 47th Street and South Drexel Boulevard from 5:00 A.M. to 7:00 P.M. for seven days a week, in compliance with the Chicago Municipal Code, which was *Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN HUELS (11th Ward):

TRIBUTE TO LATE HARRY ALTER.

A proposed resolution reading as follows:

WHEREAS, Harry Alter was chairman of the executive committee of the Harry Alter Company located at 1200 West 35th Street in the 11th Ward of the City of Chicago; and

WHEREAS, Harry Alter and his brother, Irving, founded this company in 1933; and

WHEREAS, Harry Alter's family came to Chicago from Detroit for the Columbian Exposition in 1893, and had decided to stay; and

WHEREAS, A 1909 graduate of Wendell Phillips High School, Mr. Alter became an electrical supply salesman; and

WHEREAS, Harry Alter also served in World War I as a Navy ensign; and

WHEREAS, After the war, Mr. Alter founded a number of companies, including the Co-op Electrical Company, and the Harrison Wholesale Company, and he also became distributor for Majestic Radio and later Grunow radios and refrigerators; and

WHEREAS, When Mr. Alter and his brother founded their company, they were manufacturing appliances and electrical supplies, and by the 1950's, they had moved into air-conditioning, heating, and refrigeration supplies; and

WHEREAS, Harry Alter was an innovator and one of the first to introduce cooperative advertising, making distributors, manufacturers, and dealers responsible for media campaigns; and

WHEREAS, Harry Alter was one of the first wholesalers in America to be awarded a Presidential Export Certificate, which was part of a program started by President John Fitzgerald Kennedy that had acknowledged export programs and their place in improving the economy; and

WHEREAS, Harry Alter was past President of the Air-Conditioning and Refrigeration Wholesalers Association; the Chicago Electrical Association; the American Society of Heating, Air-Conditioning and Refrigeration Engineers; and the Refrigeration Service Engineers Society; and

WHEREAS, Harry Alter is survived by his brother Irving, his son, James, and his daughter, Mitzi Marks; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 31st day of October in 1984, do hereby express our deepest sympathy to the family of Harry Alter, and that we also join together to honor a man who had given his outstanding dedication and service to not only the citizens of the 11th Ward, but to all of the citizens of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the family of Harry Alter.

Alderman Huels 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 Huels, the foregoing proposed resolution was *Adopted*, by a rising vote.

Referred -- INSTALLATION OF SIGNS/SIGNBOARDS AT SPECIFIED LOCATIONS.

Also two proposed orders directing the Commissioner of Inspectional Services to issue sign permits to Outdoor Media, Incorporated to erect sundry signs/signboards at specified locations, which were *Referred to the Committee on Zoning*, as follows:

216 and 220 West 43rd Street for general advertisers, various copy;

2513 South Senour Avenue for general advertisers, various copy.

Presented by

ALDERMAN HUELS (11th Ward) AND OTHERS:

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 135, TO LIMIT SPRAY PAINT DISPLAY IN RETAIL BUSINESSES.

A proposed ordinance, presented by Aldermen Huels, Langford, Brady, Kellam, Streeter, Hutchinson, Stone, Sawyer, Humes, Beavers, Hagopian, Santiago, Kotlarz, Nardulli, O'Connor, Frost, Gabinski, Mell, Volini, Orbach, Hansen, Oberman, Schulter, Sheahan, McLaughlin, Banks, Majerczyk, Stemberk, Krystyniak, Burke and Vrdolyak, to amend Chapter 135, Section 135-14.1 of the Chicago Municipal Code which would make unlawful the

display of spray paint by any person holding a retail business license without such paint being confined to a locked cabinet or other area that is not readily accessible to the public, which was *Referred to the Committee on Energy and Environmental Protection.*

Presented by

ALDERMAN BURKE (14th Ward):

Referred -- OPERATION OF SPECIFIED NEWSSTANDS AT SUNDRY LOCATIONS.

Two proposed orders to authorize and direct the Commissioner of Public Works to issue newsstand permits to the individuals listed below for the operation of certain newsstands at sundry locations, which were *Referred to the Committee on Streets and Alleys,* as follows:

Issuance of newsstand permit to John Phillips for a stand on the southwest corner of West 63rd Street and South California Avenue from 5:00 A.M. to 10:00 P.M. for seven days a week, in compliance with the Chicago Municipal Code;

Issuance of newsstand permit to Charles Vaiciulis for a stand on the southwest corner of West 51st Street and South Western Avenue from 5:00 A.M. to 3:00 P.M. for seven days a week, in compliance with the Chicago Municipal Code.

Presented by

ALDERMAN BURKE (14th Ward) AND ALDERMAN MADRZYK (13th Ward):

Referred -- EXPENDITURE OF MOTOR FUEL TAX FUNDS FOR ENGINEERING AND INSTALLATION OF TRAFFIC CONTROL SIGNALS.

A proposed ordinance to give authority to the Commissioner of Public Works to provide for the engineering and installation of traffic control signals for the intersection of West 53rd Street and South Kedzie Avenue at the estimated cost of Ninety-five Thousand and No/100 Dollars which is to be paid for out of that part of the motor fuel tax funds which have been or may be allotted to the City of Chicago, which was *Referred to the Committee on Finance.*

Presented by

ALDERMAN BURKE (14th Ward), ALDERMAN HUELS (11th Ward) AND ALDERMAN MAJERCZYK (12th Ward):

GRATITUDE EXTENDED TO POLICE OFFICER JAMES P. KANE ON OCCASION OF HIS RETIREMENT FROM CIVIL SERVICE.

A proposed resolution reading as follows:

WHEREAS, On October 24, 1984, Police Officer James P. Kane will join four of his colleagues at a retirement party that is being given in their honor at the Martinique Restaurant; and

WHEREAS, Police Officer James P. Kane is about to retire, after 38 years of service with the Chicago Police Department; and

WHEREAS, Police Officer James P. Kane joined the Chicago Police Department on March 25, 1946; and

WHEREAS, During his assignment at the 9th District-Deering Station, Police Officer Kane has done an excellent job of serving and protecting the citizens of not only the 11th, 12th, and 14th Wards, but of the entire 9th District; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, do hereby extend our sincerest thanks to Police Officer James P. Kane for his many years of service and dedication to the citizens of Chicago, and we also extend our warmest wishes for the future; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the retirement party for Police Officer James P. Kane on October 24, 1984.

Alderman Burke 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 Burke, the foregoing proposed resolution was *Adopted.*

GRATITUDE EXTENDED TO SERGEANT EDWARD S. HANNAN ON OCCASION OF HIS RETIREMENT FROM CIVIL SERVICE.

Also a proposed resolution reading as follows:

WHEREAS, On October 24, 1984, Sergeant Edward S. Hannan will join 4 of his colleagues at a retirement party that is being given in their honor at the Martinique Restaurant; and

WHEREAS, Sergeant Edward S. Hannan is about to retire after 37 years of service with the Chicago Police Department; and

WHEREAS, Sergeant Edward S. Hannan joined the Chicago Police Department on December 16, 1947; and

WHEREAS, During his assignment at the 9th District-Deering Station, Sergeant Hannan has done an excellent job of serving and protecting the citizens of not only the 11th, 12th, and 14th Wards, but of the entire 9th District; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, do hereby extend our sincerest thanks to Sergeant Edward S. Hannan for his many years of service and dedication to the citizens of Chicago, and we also extend our warmest wishes for the future; and

Be It Further Resolved. That a suitable copy of this resolution be made available for the retirement party for Sergeant Edward S. Hannan on October 24, 1984.

Alderman Burke 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 Burke, the foregoing proposed resolution was *Adopted.*

GRATITUDE EXTENDED TO POLICE OFFICER GEORGE F. HEISLER ON OCCASION OF HIS RETIREMENT FROM CIVIL SERVICE.

Also a proposed resolution reading as follows:

WHEREAS, On October 24, 1984, Police Officer George F. Heisler will join 4 of his colleagues at a retirement party that is being given in their honor at the Martinique Restaurant; and

WHEREAS, Police Officer George F. Heisler is about to retire after 27 years of service with the Chicago Police Department; and

WHEREAS, Police Officer George F. Heisler joined the Chicago Police Department on March 1, 1957; and

WHEREAS, During his assignment at the 9th District-Deering Station, Police Officer Heisler has done an excellent job of serving and protecting the citizens of not only the 11th, 12th, and 14th Wards, but of the entire 9th District; now, therefore,

Be It Resolved, That we, the Mayor and the Members of the City Council of the City of Chicago, do hereby extend our sincerest thanks to Police Officer George J. Heisler for his many years of service and dedication to the citizens of Chicago, and we also extend our warmest wishes for the future; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the retirement party for Police Officer George J. Heisler on October 24, 1984.

Alderman Burke 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 Burke, the foregoing proposed resolution was *Adopted.*

GRATITUDE EXTENDED TO POLICE OFFICER ALEXANDER J. PIKOWSKI ON OCCASION OF HIS RETIREMENT FROM CIVIL SERVICE.

Also a proposed resolution reading as follows:

WHEREAS, On October 24, 1984, Police Officer Alexander J. Pikowski will join 4 of his colleagues at a retirement party that is being given in their honor at the Martinique Restaurant; and

WHEREAS, Police Officer Alexander J. Pikowski is about to retire after 28 years of service with the Chicago Police Department; and

WHEREAS, Police Officer Alexander J. Pikowski joined the Chicago Police Department on May 1, 1955; and

WHEREAS, During his assignment at the 9th District-Deering Station, Police Officer Pikowski has done an excellent job of serving and protecting the citizens of not only the 11th, 12th, and 14th Wards, but of the entire 9th District; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, do hereby extend our sincerest thanks to Police Officer Alexander J. Pikowski for his many years of service and dedication to the citizens of Chicago, and we also extend our warmest wishes for the future; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the retirement party for Police Officer Alexander J. Pikowski on October 24, 1984.

Alderman Burke 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 Burke, the foregoing proposed resolution was *Adopted.*

GRATITUDE EXTENDED TO POLICE OFFICER GERALD J. WILLIAMS ON OCCASION OF HIS RETIREMENT FROM CIVIL SERVICE.

Also a proposed resolution reading as follows:

WHEREAS, On October 24, 1984, Police Officer Gerald J. Williams will join 4 of his colleagues at a retirement party that is being given in their honor at the Martinique Restaurant; and

WHEREAS, Police Officer Gerald J. Williams is about to retire after 27 years of service with the Chicago Police Department; and

WHEREAS, Police Officer Gerald J. Williams joined the Chicago Police Department on March 1, 1957; and

WHEREAS, During his assignment at the 9th District-Deering Station, Police Officer Williams has done an excellent job of serving and protecting the citizens of not only the 11th, 12th, and 14th Wards, but of the entire 9th District; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, do hereby extend our sincerest thanks to Police Officer Gerald J. Williams for his many years of service and dedication to the citizens of Chicago, and we also extend our warmest wishes for the future; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the retirement party for Police Officer Gerald J. Williams on October 24, 1984.

Alderman Burke 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 Burke, the foregoing proposed resolution was *Adopted.*

Presented by

ALDERMAN BRADY (15th Ward):

BUILDINGS DECLARED PUBLIC NUISANCES AND ORDERED DEMOLISHED.

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

7235 South Paulina Street,

2123 West 67th Place,

2125 West 67th Place,

1800 West 63rd Street,

1650 West 61st Street, and

6534 South Hoyne Avenue,

are so deteriorated and weakened that each 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 buildings at the following locations, to wit:

7235 South Paulina Street,

2123 West 67th Place,

2125 West 67th Place,

1800 West 63rd Street,

1650 West 61st Street, and

6534 South Hoyne Avenue,

are declared public nuisances, 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 Brady, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Presented by

ALDERMAN LANGFORD (16th Ward):

Referred -- OPERATION OF SPECIFIC NEWSSTANDS AT SUNDRY LOCATIONS.

Three proposed orders to authorize and direct the Commissioner of the Department of Public Works to issue newspaper stand permits to specified individuals for the operation of particular stands, which were *Referred to the Committee on Streets and Alleys*, as follows:

Arberry Crain -- to operate a stand on the southwest corner of West 65th and South Wentworth Avenue from 5:00 A.M. to 3:00 P.M. for seven days a week, in compliance with the Chicago Municipal Code;

Billy Harris -- to operate a stand on the southeast corner of South Racine Avenue and West 59th Street from 5:00 A.M. to 3:00 P.M. for seven days a week, in compliance with the Chicago Municipal Code;

Cornelius Wilson -- to operate a stand on the southwest corner of South Yale Avenue and West 63rd Street from 5:00 A.M. to 3:00 P.M. for seven days a week, in compliance with the Chicago Municipal Code.

Presented by

ALDERMAN STREETER (17th Ward):

Referred -- OPERATION OF NEWSSTAND AT SOUTHEAST CORNER OF WEST 71ST STREET AND SOUTH ASHLAND AVENUE.

A proposed order to authorize and direct the Commissioner of Public Works to issue a newspaper stand permit to Daphne Dyson for the operation of a stand on the southeast corner of West 71st Street and South Ashland Avenue from 5:30 A.M. to 6:00 P.M. on Monday through Friday, from 5:30 A.M. to 10:30 P.M. on Saturday and from 5:30 A.M. to 2:30 P.M on Sunday, in compliance with the Chicago Municipal Code, which was *Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN KELLEY (20th Ward):

MRS. HAZEL STILLWELL HONORED FOR HER HUMANITARIAN ACHIEVEMENTS.

A proposed resolution reading as follows:

WHEREAS, Mrs. Hazel Stillwell, who as the past Worthy Grand Matron of the Eastern Star for the State of Illinois, has been honored for her dedication in helping humanity in every way possible; and

WHEREAS, The 1959 Superior Worthy Matron's Club, in celebrating their 25th Anniversary, have also realized the importance in celebrating the outstanding accomplishments of this self-sacrificing woman; and

WHEREAS, Mrs. Stillwell, hailing from the State of Mississippi, has worked diligently throughout her years of education, her 25 years of operating a successful business, and her 33 years of employment with the federal government; and

WHEREAS, Mrs. Stillwell has been an extremely active member and Secretary of the Ebenezer Baptist Church, by performing major roles in the charity and benevolence work of the missionaries; and

WHEREAS, She has conducted and been in charge of the "Food Give Away" program at her church, which is considered one of the major activities of their charity program and certainly helps the disadvantaged within the community; and

WHEREAS, Mrs. Stillwell's service to humanity became rightfully recognized in 1972, through her elevation to the highest office in the Eastern Star, that of Grand Worthy Matron of the International (Prince Hall) Conference of Grand Chapters for the United States; and

WHEREAS, Mrs. Stillwell has made a great impact upon other worthwhile service organizations as a past president of the Chapter Club, the American Legion Ladies Auxiliary and the Supreme Circle, as well as a member of the Chicago and National Urban League, Chicago and National Negro College Fund, N.A.A.C.P. and numerous other charitable groups; now, therefore,

Be It Resolved, That the Mayor and members of the Chicago City Council in meeting, assembled this 31st day of October 1984, A.D. do hereby honor the unrelenting services of Mrs. Hazel Stillwell, in promoting the welfare of others, during the 25th anniversary of the 1959 Superior Worthy Matrons Club; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Hazel Stillwell.

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

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

THE WOODLAWN ORGANIZATION HONORED ON ITS 25TH ANNIVERSARY.

Also a proposed resolution reading as follows:

WHEREAS, On May 22, 1959, influential leaders within the Woodlawn community along with the help of Saul David Alinsky, the nationally known organizer, founded the Temporary Woodlawn Organization; and

WHEREAS, The Temporary Woodlawn Organization, now The Woodlawn Organization has not only provided the Woodlawn community with a voice in its own affairs, but has also brought self-determination to the people of Woodlawn through an organized effort; and

WHEREAS, The Woodlawn Organization has prevented political, business and institutional interests from undermining the economic, social and political welfare of the Woodlawn community; and

WHEREAS, In 1964, The Woodlawn Organization launched its Human Services Program on behalf of the unemployed, under-educated and poor residents of the Woodlawn community and has continually been in the forefront of every civil rights effort on behalf of the poor and minority within the community; and

WHEREAS, In 1971, The Woodlawn Organization formed the Woodlawn Community Development Corporation which has been responsible for the construction of vital housing

for the Woodlawn community, with such developments as The Woodlawn Garden Apartments, Jackson Park Terrace, Park Shore East-Elderly, Park Shore East Cooperative, Woodlawn Redevelopment- Rehab, Woodlawn Manor and University Manor; and

WHEREAS, The Woodlawn Organization has grown so extensively through its humanitarian efforts that it now encompasses over 100 neighborhood block clubs and other community groups; and

WHEREAS, The Woodlawn Organization has constantly shown throughout its 25 year existence its dutiful and faithful representation of the interest of its founders; now, therefore,

Be It Resolved, That the Mayor and members of the Chicago City Council in meeting assembled this 31st day of October 1984, A.D. do hereby congratulate The Woodlawn Organization on the celebration of its 25th Anniversary; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to The Woodlawn Organization.

Alderman Kelley 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 Kelley, the foregoing proposed resolution was *Adopted.*

CONGRATULATIONS EXTENDED WEST WOODLAWN WOMEN'S COMMUNITY CLUB ON THEIR 50TH ANNIVERSARY.

Also a proposed resolution reading as follows:

WHEREAS, The West Woodlawn Women's Community Club was organized in 1934 by women dedicated to the furtherance of community interests and activities; and

WHEREAS, The Club celebrates its 50th Anniversary along with Mrs. Rebecca Young, who, still a member today, was its first President; and

WHEREAS, The West Woodlawn Women's Community Club has sponsored numerous social activities, including forum debates, Easter Egg hunts, Christmas parties, and athletic contests to promote the mental and physical well-being of the community; and

WHEREAS, The Club has never neglected the importance of a safe and clean community through its inspirational and effective campaigning for better living conditions, cleaner streets and alleys, as well as more beautiful lawns and flower gardens; and

WHEREAS, The Club remains largely responsible for the location of The Parkway Community Center and continues to this day to regularly provide it with financial support through scholarships and special donations; and

WHEREAS, The Club, as a non-profit organization, will continue its support for the Parkway Community Center by donating all proceeds from the 50th Anniversary Celebration to the Center; and

WHEREAS, The Club has flourished and grown significantly primarily through the consistent dedication of its senior members, including Mrs. Rebecca Young, Mrs. Ruth Smith-McGowan, Mrs. Mamie Dill and Mrs. Miriam Gant; now, therefore,

Be It Resolved, By the Mayor and members of the Chicago City Council in meeting assembled this 31st day of October 1984 A.D., that we do hereby honor The West Woodlawn Women's Community Club for all of its good work within the community, and congratulate its members on the celebration of the Club's 50th Anniversary; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to The West Woodlawn Women's Community Club.

Alderman Kelley 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 Kelley, the foregoing proposed resolution was *Adopted.*

Presented by

ALDERMAN STEMBERK (22nd Ward):

DRAFTING OF ORDINANCE DIRECTED FOR VACATION OF SPECIFIED PUBLIC STREET.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of W. Kildare Avenue lying between W. 31st Street and the first alley north thereof for Home Run Inn (No. 27-22-84-939); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Stemberk, the foregoing proposed order was *Passed.*

Referred -- ISSUANCE OF PERMITS TO INSTALL SIGNS/SIGNBOARDS.

Also two proposed orders for the issuance of sign permits to install signs/signboards, which were *Referred to the Committee on Zoning*, as follows:

Issue permit to Foster and Kleiser to install sign/signboard at 3305 W. Cermak Road for general advertising;

Issue permit to Foster and Kleiser to install sign/signboard at 3260 S. Pulaski Road for general advertising.

Presented by

ALDERMAN NARDULLI (26th Ward):

BUILDINGS DECLARED PUBLIC NUISANCES AND ORDERED DEMOLISHED.

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

1443 N. Campbell Avenue,

1656 N. Campbell Avenue,

1718 N. Mozart Street,

1845 W. Iowa Street, and

1547 N. Talman Avenue,

are so deteriorated and weakened that each 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 buildings at the following locations, to wit:

1443 N. Campbell Avenue,

1656 N. Campbell Avenue,

1718 N. Mozart Street,

1845 W. Iowa Street, and

1547 N. Talman Avenue,

are declared public nuisances, and the Commissioner of Inspectional Services is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Presented by

ALDERMAN W. DAVIS (27th Ward):

Referred -- ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD.

A proposed order for the issuance of a sign permit to Outdoor Media, Inc., to install a sign/signboard at 342 S. California Avenue for general advertisers. -- *Referred to the Committee on Zoning.*

Presented by

ALDERMAN SMITH (28th Ward):

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 17, CONCERNING ILLEGAL REFUSE DUMPING.

A proposed ordinance to amend Chapter 17, Section 17-6.2 of the Municipal Code to strengthen penalty for illegal refuse dumping within City. -- *Referred to the Committee on Health.*

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 103, CONCERNING FIRE DEPARTMENT AMBULANCE RESPONSE TO "911" SUMMONSES.

Also a proposed ordinance to amend Chapter 103, Section 103-6.3 of the Municipal Code to require the Fire Department Ambulance respond to all reasonable "911" summonses. -- *Referred to the Committee on Police and Fire.*

Referred -- PERMISSION TO OPERATE NEWSSTAND AT SPECIFIED LOCATION.

Also a proposed order to grant permission to Steven B. Ray to operate a newsstand on the northwest corner of W. Jackson Boulevard and S. Cicero Avenue in compliance with the Chicago Municipal Code. -- *Referred to the Committee on Streets and Alleys.*

Referred -- ISSUANCE OF PERMITS TO INSTALL SIGNS/SIGNBOARDS.

Also two proposed orders for issuance of sign permits to install signs/signboards, which were *Referred to the Committee on Zoning,* as follows:

Issue a permit to Outdoor Media, Inc., to install a sign/signboard at 621 S. Cicero Avenue for general advertisers;

Issue a permit to Outdoor Media, Inc., to install a sign/signboard at 5059-5061 W. Polk Street for general advertisers.

Referred -- CHICAGO FIRE DEPARTMENT COMMISSIONER LOUIS GALENTE URGED TO INCREASE NUMBER OF AMBULANCES RESPONDING TO "911" CALLS.

Also a proposed resolution urging the Chicago Fire Department Commissioner, Louis Galente, to include funds in his 1985 departmental budget for a major increase in the number of Fire Department ambulances available for any emergency situations occurring in Chicago, which was *Referred to the Committee on Police and Fire.*

TRIBUTE TO LATE INDIRA GANDHI.

Also a proposed resolution reading as follows:

WHEREAS, Indira Gandhi, Prime Minister of India and a beloved figure throughout the entire globe, has been felled by assassins' bullets in a heinous act of violence all too familiar in our troubled world; and

WHEREAS, Indira Gandhi served as Prime Minister of India from 1966 to 1977 and from 1980 until her untimely death at the age of 66. She was elected to that august position a total of four times and was known throughout the world for her abilities of leadership and international understanding. She was the daughter of Jawaharlal Nehru, who led the nation of India as Prime Minister for 17 years following its independence from Great Britian in 1947; and

WHEREAS, The citizens of the free world mourn the death of this giant among leaders; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 31st day of October, 1984, A.D., do hereby express our deep

sorrow on the passing of Prime Minister Indira Gandhi of the nation of India, and mourn as well the tone of violence which prevades the society of our modern world.

Alderman Smith 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 Smith, the foregoing proposed resolution was *Adopted,* unanimously by a rising vote.

Presented by

ALDERMAN D. DAVIS (29th Ward):

Referred -- ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD.

A proposed order for the issuance of a sign permit to Triangle Sign Company, Inc., to install a sign/signboard at 5311-5313 W. Harrison Street for advertising, which was *Referred to the Committee on Zoning.*

Presented by

ALDERMAN D. DAVIS (29th Ward) AND OTHERS:

A proposed resolution presented by Alderman D. Davis and various civic and community organizations endorsing "The Affordable Budget Plan" relating to the payment of gas and other utility bills, which was *Referred to the Committee on Public Utilities.*

Presented by

ALDERMAN SANTIAGO (31st Ward):

Referred -- ISSUANCE OF PERMITS TO INSTALL SIGNS/SIGNBOARDS.

Three proposed orders for issuance of sign permits to Foster and Kleiser to install signs/signboards for advertising, which were *Referred to the Committee on Zoning,* as follows:

3844 W. Division Street;

3815 W. Grand Avenue;

1161 N. Pulaski Road.

Referred -- INVESTIGATION OF PLAYSKOOL FACILITY CLOSING AFTER RECEIVING ONE MILLION DOLLAR INDUSTRIAL REVENUE BOND.

Also a proposed resolution calling for an investigation into the closing of the Playskool Facility at 4501 W. Augusta Boulevard after receiving an industrial revenue bond in the amount of one million dollars provided by the City of Chicago, which was *Referred to the Committee on Economic Development.*

Presented by

ALDERMAN GABINSKI (32nd 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 the north-south 16.6 foot public alley in the area bounded by N. Ogden Avenue, N. May Street, and W. Erie Street for Chicago Title and Trust Company, as Trustee, Trust No. 1085292, (No. 8-32-84- 938); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Gabinski, the foregoing proposed order was *Passed.*

Referred -- ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD.

Also a proposed order for the issuance of a sign permit to Cel-Win Elec/Cel-Win Sign Company, Inc., to install a sign/signboard at 1400 W. Division Street for Shell Service Station, which was *Referred to the Committee on Zoning.*

Presented by

ALDERMAN KOTLARZ (35th Ward):

Referred -- ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD.

A proposed order for issuance of a sign permit to Acme-Wiley Corporation to install a sign/signboard at 3443 W. Addison Street for K Mart, which was *Referred to the Committee on Zoning.*

Presented by

ALDERMAN BANKS (36th Ward):

Referred – ISSUANCE OF PERMIT FOR NEWSSTAND AT SPECIFIED LOCATION.

A proposed order for the issuance of a newsstand permit to Arthur Bockhol to operate a newsstand on the northeast corner of W. Addison Street and N. Cumberland Avenue in compliance with the Chicago Municipal Code, which was *Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN LAURINO (39th Ward):

Referred – ISSUANCE OF PERMIT FOR NEWSSTAND AT SPECIFIED LOCATION.

A proposed order for the issuance of a newsstand permit to Michael Anders to operate a newsstand on the northeast corner of W. Foster and N. Cicero Avenues in compliance with the Chicago Municipal Code, which was *Referred to the Committee on Streets and Alleys.*

Referred -- ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD.

Also a proposed order for the issuance of a sign permit to Triangle Sign Company, Inc., to install a sign/signboard at 3335-3337 W. Peterson Avenue for advertising, which was *Referred to the Committee on Zoning.*

Presented by

ALDERMAN O'CONNOR (40th Ward):

Referred -- MAINTENANCE OF CANOPY AT 1972 W. FOSTER AVENUE.

A proposed order to issue a permit to Mad Cutter Hair Studio, to maintain and use a canopy at 1972 W. Foster Avenue, which was *Referred to the Committee on Streets and Alleys.*

Referred – ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD.

Also a proposed order for the issuance of a sign permit to A.M. Carsons Limited to install a sign/signboard at the public way adjacent to 4844 N. Lincoln Avenue for McDonald's, which was *Referred to the Committee on Zoning.*

Presented by

ALDERMAN PUCINSKI (41st Ward):

Referred -- ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD.

A proposed order for the issuance of a sign permit to Doyle Signs, Inc., to install a sign/signboard at 8750-8770 W. Bryn Mawr Avenue for Presidents Plaza Three Twin Towers, which was *Referred to the Committee on Zoning.*

Presented by

ALDERMAN NATARUS (42nd Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAYS.

Two proposed ordinances for grants of privilege in public ways, which were *Referred to the Committee on Streets and Alleys,* as follows:

American Medical Association -- to maintain and use as now constructed an elevated sidewalk on the south side of E. Grand Avenue, from west line of N. Michigan Avenue, adjoining building located at 111-121 E. Grand Avenue;

LaSalle National Bank, U/T No. 101565 -- to maintain and use three subsurface vaults.

Referred -- CONSTRUCTION AND MAINTENANCE OF CANOPIES AT SPECIFIED LOCATIONS.

Also four proposed orders to issue permits to construct, maintain and use various canopies, which were *Referred to the Committee on Streets and Alleys,* as follows:

Chicago Title and Trust, Land Trust 45844 -- to maintain and use an existing canopy at 33 E. Cedar Street;

Moe's Deli Pub -- to construct, maintain and use a canopy at 611 N. Rush Street;

Szechwan House, Inc. -- to maintain and use an existing canopy at 600 N. Michigan Avenue;

247 E. Chestnut Corporation -- to maintain and use an existing canopy at 247 E. Chestnut Street.

Referred -- ISSUANCE OF PERMIT TO INSTALL TREE WELLS AT SPECIFIED LOCATION.

Also a proposed order for the issuance of a permit to install four tree wells at 612 N. Michigan Avenue, which was *Referred to the Committee on Streets and Alleys.*

Referred -- ERECTION OF FENCE AT SPECIFIED LOCATION.

Also a proposed order for the erection of a fence on the sidewalk, both sides, on W. Division Street between N. Dearborn Street and N. State Street, at the request of the Department of Police, for the purposes of pedestrian control, which was *Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN HANSEN (44th Ward):

Referred – CONSTRUCTION AND MAINTENANCE OF CANOPIES AT SPECIFIED LOCATIONS.

Two proposed orders to issue permits to the organizations listed below to construct, maintain and use various canopies, and/or to maintain and use existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys,* as follows:

American National Bank and Trust Company, U/T 55443 -- to construct, maintain and use a canopy at 3300-3330 N. Broadway;

The Cellars, Incorporated -- to construct, maintain and use a canopy at 2820 N. Sheffield Avenue.

Presented by

ALDERMAN ORBACH (46th Ward):

CONGRATULATIONS EXTENDED TO LAKE VIEW PRESBYTERIAN CHURCH ON OCCASION OF ONE HUNDREDTH ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, Lake View Presbyterian Church, one of the oldest and most respected religious institutions on Chicago's great North Side, celebrates its centenary November 9, 1984; and

WHEREAS, Emanating from a time when Lake View was a small, wooded suburb of the City of Chicago, Lake View Presbyterian Church has grown from a tent in which a few citizens gathered for worship to its permanent location at 716 West Addison Street, its building designed by John Wellborn Root, one of the leading representatives of the Chicago School of Architects; and

WHEREAS, More than a place of worship, Lake View Presbyterian Church is a leading force in its community and a beacon for helping others in the neighborhood through its various programs -- social services for the needy, senior citizen nutrition site and activities for seniors, English for newcomers to the area from all parts of the world, an after-school program for neighborhood children, as well as alternative high school training for youths who are not succeeding in local schools. The church's helpfulness and support of its community is also evident in active participation in sheltering the homeless at the nearby Lake View Lutheran Church and the annual holiday dinner on Christmas Day; and

WHEREAS, The leaders of our great City are justly proud of the many spiritual and social successes of Lake View Presbyterian Church; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 31st day of October, 1984, A.D., do hereby express our congratulations to Lake View Presbyterian Church on the occasion of its 100th Anniversary, as well as our deepest expression of gratitude to this outstanding institution for its outstanding support in the prosperity of the Lake View community; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Lake View Presbyterian Church.

Alderman Orbach 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 Orbach, the foregoing proposed resolution was *Adopted.*

Presented by

ALDERMAN SCHULTER (47th Ward):

Referred -- MAINTENANCE OF CANOPY AT 2544 WEST MONTROSE AVENUE.

A proposed order to issue a permit to A.M.E. Hospitals, Inc. d/b/a Forkosh Memorial Hospital to maintain and use a canopy at 2544 W. Montrose Avenue, which was *Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN ORR (49th Ward):

Referred -- MAINTENANCE OF CANOPIES AT SPECIFIED LOCATIONS.

Two proposed orders to issue permits to the organizations listed below to maintain and use existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Hamilton's Lounge, Inc. -- to maintain and use an existing canopy at 6341- 6343 N. Broadway;

John E. Maloney Company -- to maintain and use an existing canopy at 1359 W. Devon Avenue.

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5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WARRANTS FOR COLLECTION AND WATER RATE EXEMPTIONS, ETC.

FREE PERMITS:

BY ALDERMAN MARZULLO (25th Ward):

El Valor Corporation, 1850 W. 21st Street -- for the construction of a nine unit for the handicapped on the premises known as 1913 W. 19th Street.

G & M Electric Construction Company, 1746 N. Richmond Street -- for upgrading the electrical power at the University of Illinois Eye and Ear Infirmary on the premises known as 1855 W. Taylor Street.

BY ALDERMAN MELL (33rd Ward):

Grace Convalescent Home -- for construction of a new skilled nursing wing on the premises known as 2800 W. Grace Street.

BY ALDERMAN NATARUS (42nd Ward):

Chicago Filmmakers (not-for-profit arts organization in the City) -- for renovation of the screening facilities on the premises known as 6 W. Hubbard Street.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN ROTI (1st Ward):

Pacific Garden Mission, 646 S. State Street.

BY ALDERMAN BLOOM (5th Ward):

Hyde Park Community Hospital, 5800 S. Stony Island Avenue.

LaRabida Children's Hospital and Research Center, E. 65th Street at Lake Michigan.

The University of Chicago Court Theatre, 5535 S. Ellis Avenue.

BY ALDERMAN BEAVERS (7th Ward):

Christian Methodist Baptist Church, 2800 E. 79th Street -- sewer charge.

Reverend J. Rainey, 7851 S. Burnham Avenue -- sewer charge.

BY ALDERMAN D. DAVIS (29th Ward):

Loretto Hospital, 645 S. Central Avenue.

BY ALDERMAN HAGOPIAN (30th Ward):

St. Joseph's Home for the Aged, 2630-2658 N. Ridgeway Avenue.

BY ALDERMAN SANTIAGO (31st Ward):

Norwegian American Hospital, 1044 N. Francisco Avenue.

BY ALDERMAN MELL (33rd Ward):

Grace Convalescent Home, 2800 W. Grace Street.

St. Pauls House, 3831 N. Mozart Street.

BY ALDERMAN BANKS (36th Ward):

Shriners Hospital, 2211 N. Oak Park Avenue.

BY ALDERMAN CULLERTON (38th Ward):

Northwest Hospital, 5645 W. Addison Street.

Woman's Auxilary of Northwest Hospital, 5645 W. Addison Street.

BY ALDERMAN PUCINSKI (41st Ward):

Norwegian Old People's Home Society, 6016 N. Nina Avenue.

Resurrection Hospital, 7434 W. Talcott Avenue.

The Society for the Danish Old People's Home, 5656 N. Newcastle Avenue.

BY ALDERMAN NATARUS (42nd Ward):

Near North Health Service Corporation, 1441 N. Cleveland Avenue.

Warren N. Barr Pavilion (Illinois Masonic Medical Center) 66 W. Oak Street.

BY ALDERMAN OBERMAN (43rd Ward):

Children's Memorial Hospital, 2300 N. Children's Plaza.

Grant Hospital, 550 W. Grant Place.

Infant Welfare Society, 1931 W. Halsted Street.

BY ALDERMAN SCHULTER (47th Ward):

Bethany Hospital of the Methodist Church, 5025 N. Paulina Street.

Bethany Home of the Methodist Church, 4950 N. Ashland Avenue.

Martha Washington Hospital, 4055 N. Western Avenue.

Ravenswood Hospital and Medical Center, 4500 N. Winchester Avenue.

Sydney Forkosh Memorial Hospital, 2544 W. Montrose Avenue.

BY ALDERMAN VOLINI (48th Ward):

Methodist Home of the United Methodist Homes and Services, 1415 W. Foster Avenue.

Self Help Home for the Aged, 908 W. Argyle Street.

BY ALDERMAN ORR (49th Ward):

Augustana Center for Development of Disabled Children, 7464 N. Sheridan Road.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN ROTI (1st Ward):

Goodman Theatre, 200 S. Columbus Drive -- sign inspection.

BY ALDERMAN BLOOM (5th Ward):

The University of Chicago, sundry locations -- canopy and revolving door, elevator and institution inspections (3).

BY ALDERMAN HUELS (11th Ward):

Anna Hansler, 3321 S. Emerald Avenue -- building inspection.

BY ALDERMAN MARZULLO (25th Ward):

Saint Anthony Hospital, 2875 W. 19th Street -- boiler inspection.

Schwab Rehabilitation Center, 1401 S. California Avenue -- institutional inspection.

BY ALDERMAN HAGOPIAN (30th Ward):

St. Joseph Home for the Aged, 2650 N. Ridgeway Avenue -- institutional inspection.

BY ALDERMAN MELL (33rd Ward):

St. Pauls House, 3831 N. Mozart Street -- building inspection.

BY ALDERMAN CULLERTON (38th Ward):

Wright College, 3400 N. Austin Avenue -- sign inspection.

BY ALDERMAN O'CONNOR (40th Ward):

Byron Center, 6050 N. California Avenue -- building inspection.

BY ALDERMAN NATARUS (42nd Ward):

Rehabilitation Institute of Chicago, 345 E. Superior Street -- institutional inspection.

BY ALDERMAN OBERMAN (43rd Ward):

Augustana Hospital, sundry locations -- boiler inspections (2).

Children's Memorial Hospital, sundry locations -- building and institutional inspections (2).

BY ALDERMAN HANSEN (44th Ward):

Mo Ming Dance and Arts Center, 1034 W. Barry Avenue -- assembly and sign inspection (2).

BY ALDERMAN ORBACH (46th Ward):

Anshe Emet Synagogue, 3760 N. Pine Grove Avenue -- sign inspection.

Japanese American Service Committee, 4427 N. Clark Street -- elevator inspection.

Louis A. Weiss Memorial Hospital, sundry locations -- boiler and fuel burning equipment and institutional inspections (3).

BY ALDERMAN SCHULTER (47th Ward):

Queen of Angels Church, 2330 W. Sunnyside Avenue -- building inspection.

BY ALDERMAN VOLINI (48th Ward):

H.U.D. Building, 4840 N. Winthrop Avenue -- boiler and fuel burning equipment inspection.

Winthrop Towers, 4848 N. Winthrop Avenue -- elevator inspection.

BY ALDERMAN ORR (49th Ward):

Mundelein College, 1314 N. Sheridan Road -- elevator inspection.

BY ALDERMAN STONE (50th Ward):

Northwest Home for the Aged, 6300 N. California Avenue -- elevator inspection.

WATER RATE EXEMPTIONS:

BY ALDERMAN BEAVERS (7th Ward):

Christian Methodist Baptist Church, 2800 E. 79th Street.

Reverend J. Rainey, 7851 S. Burnham Avenue.

REFUND OF FEE:

BY ALDERMAN STONE (50th Ward):

Torah Tots, 6350 N. Whipple Street -- refund of day care center license fee for the amount of $75.00.

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (SEPTEMBER 6, 1984).

Alderman Laurino moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on September 6, 1984, as follows:

Page 8768 -- CORRECT BY STRIKING:
At the intersection of W. 53rd Street and S. Narragansett Avenue -- "STOP" signs

AMEND BY INSERTING IN LIEU THEREOF:
At the intersection of W. 53rd Street and S. Narragansett Avenue -- "All-Way STOP" signs.

Page 8768 -- CORRECT BY STRIKING:

East and westbound traffic on W. 54th Street and S. Kolin Avenue -- "STOP" signs.

AMEND BY INSERTING IN LIEU THEREOF:
East and westbound traffic on W. 54th Street and S. Kolin Avenue -- "All-Way STOP" signs.

Page 8768 -- CORRECT BY STRIKING:
Northbound traffic on S. Kilpatrick Avenue at the intersection of W. 51st Street -- "STOP" signs.

AMEND BY INSERTING IN LIEU THEREOF:
Northbound traffic on S. Kilpatrick Avenue at the intersection of W. 51st Street -- "All-Way STOP" signs.

Page 8767 -- CORRECT BY STRIKING:
Stopping N. Monitor Avenue for W. Altgeld Street "STOP" signs.

AMEND BY INSERTING IN LIEU THEREOF:
At the intersection of N. Monitor Avenue and W. Altgeld Street -- "3-Way STOP" signs.

Page 8754 -- CORRECT BY STRIKING:
SECTION 1. Amend ordinance passed 10-31-51, page 1136 related to Meter Area 267-CHL -- Amend by striking from this area the following parking meters on both sides of S. Kedzie Avenue to the 1st alley east thereof.

AMEND BY INSERTING IN LIEU THEREOF:
SECTION 1. Amend ordinance passed 10-31-51, page 1136 related to Meter Area 267-CHL -- Amend by striking from this area the following parking meters on both sides of 62nd Street from Kedzie to 1st alley east thereof.

The motion *Prevailed.*

JOURNAL (OCTOBER 1, 1984).

Alderman Frost moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on October 1, 1984, as follows:

I move to correct the Journal of Proceedings of the City Council of the City of Chicago of October 1, 1984 at pages 9803-9807 providing for the design, construction and related improvements for the Southwest Transit Project by inserting a new Section 6 and renumbering the remaining paragraphs in their proper numerical order.

SECTION 6. That the Mayor is authorized to set forth and execute affirmative minority business procurement needs, such as materials and services necessary for the completion of the Southwest Transit Project.

The motion *Prevailed.*

Alderman Frost then moved to further *Correct* the Official Journal as follows:

I move to correct the Journal of Proceedings of the City Council of the City of Chicago of October 1, 1984 at pages 9807-9811 providing for the design, construction and related improvements for the Jackson Park Transit Improvement Project by inserting a new Section 6 and renumbering the remaining paragraphs in their proper numerical order.

SECTION 6. That the Mayor is authorized to set forth and execute affirmative minority business procurement needs, such as materials and services necessary for the completion of the Jackson Park Transit Improvement.

The motion *Prevailed.*

JOURNAL (OCTOBER 16, 1984).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on October 16, 1984, at 10:00 A.M. signed by him as such City Clerk.

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

UNFINISHED BUSINESS.

APPROVAL GIVEN TO CONTRACT WITH HUMAN RESOURCE DEVELOPMENT INSTITUTE FOR OPERATION OF EMERGENCY SHELTER FOR BATTERED WOMEN.

On motion of Alderman Burke, 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 16, 1984, pages 10024-10025, recommending that the City Council pass a proposed resolution giving approval to a contract with the Human Resource Development Institute to operate an emergency shelter for battered women.

On motion of Alderman Burke, the said proposed resolution was *Adopted* by a viva voce vote.

The following is said resolution as adopted:

WHEREAS, Pursuant to the Community Development Block Grant Ordinance, City Council approval is required for all contracts in excess of $50,000; and

WHEREAS, The proposed contract between the City of Chicago and the Human Resources Development Institute, Inc. providing funding for the Emergency Shelter for Battered Women is in the amount of $110,000; now, therefore,

Be It Resolved by the City Council of Chicago, That the City Council approve the proposed contract; and

Be It Further Resolved, That this resolution shall be in full force and effect immediately upon its due passage.

Re-Referred – TRANSFER OF FUNDS IN DEPARTMENT OF FINANCE-GENERAL.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of the Proceedings of September 25, 1984, pages 9682-9683, recommending that the City Council pass a proposed ordinance to authorize a transfer of funds in the Department of Finance-General.

Alderman Burke then presented the following amendment:

MOTION TO AMEND.

I hereby move to amend an ordinance ordered Deferred and Published on September 25, 1984 (C.J.P. 9682-9683), authorizing the transfer of funds in the Department of Finance - General by deleting the amount and figures bracketed and by inserting the amount and figures in italics as follows:

FROM:

Account	Number	Amount
Interest on Tax Anticipation Notes	100-9112-959	$[54,000] *$62,022.98*

TO:

Account	Number	Amount
For the Payment of Legal Fees Pursuant to	100-9112-821	$[54,000] *$62,022.98*

Section 25-13.1 of the
Municipal Code to be
Expended at the Direction
of the Committee on Finance

Alderman Burke moved to *Adopt* the foregoing proposed amendment. The motion *Prevailed* by a viva voce vote.

Alderman Vrdolyak then moved to *Re-refer* the said proposed ordinance, as amended, to the Committee on Finance. The motion *Prevailed* and said proposed ordinance and the amendment were *Re-referred to the Committee on Finance.*

Re-Referred -- EXECUTION OF AGREEMENT FOR AMERICAN INDIAN CENTER LOCATED AT 1630 WEST WILSON AVENUE.

Alderman Vrdolyak moved to *Reconsider* the vote by which the ordinance authorizing the execution of an agreement for the American Indian Center, located at 1630 W. Wilson Avenue, passed on October 16, 1984 (C.J.P. pp. 9990-9992). The motion *Prevailed.*

Alderman Vrdolyak then moved to *Re-refer* the said ordinance to the Committee on Finance. The motion *Prevailed* and said ordinance was *Re-referred to the Committee on Finance.*

MISCELLANEOUS BUSINESS.

LEVY OF TAXES AUTHORIZED FOR BOARD OF EDUCATION FOR FISCAL YEAR 1984-1985.

Alderman Burke reported to the City Council that Alderman Cullerton and Alderman Pucinski had withdrawn their earlier motion, under Reports of Committees -- Committee on Finance, to defer and publish the ordinance authorizing a levy of taxes for the Board of Education for fiscal year 1984-1985.

Alderman Hagopian then moved to *Recess* for ten minutes. The motion *Prevailed.*

After ten minutes, Mayor Washington called the City Council to order.

The Committee on Finance then submitted a report recommending that the City Council pass a proposed ordinance authorizing a levy of taxes for the Board of Education for fiscal year 1984-1985.

Alderman Burke moved to *Concur In* the committee's recommendation.

The clerk called the roll and it was found that the yeas and nays were as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Streeter, Kelley, Sherman, Henry, W. Davis, Smith, Santiago, Frost, Damato, O'Connor, Natarus, Oberman, Hansen, Orbach, Volini, Orr -- 26.

Nays -- Aldermen Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Kellam, Sheahan, Stemberk, Krystyniak, Nardulli, Hagopian, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, Pucinski, McLaughlin, Schulter, Stone -- 22.

Alderman Stone then moved for a verification of the foregoing roll call vote.

Thereupon, the clerk re-called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Streeter, Kelley, Sherman, Henry, W. Davis, Smith, Santiago, Frost, Damato, O'Connor, Natarus, Oberman, Hansen, Orbach, Volini, Orr -- 25.

Nays -- Aldermen Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Kellam, Sheahan, Stemberk, Krystyniak, Nardulli, Hagopian, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, Pucinski, McLaughlin, Schulter, Stone -- 22.

The Honorable Harold Washington, Mayor, then read from Chapter 24 § 3-11-14 of the Illinois Revised Statutes, which states:

"§3-11-14. The mayor shall preside at all meetings of the city council. He shall not vote on any ordinance, resolution or motion except; (1) where the vote of the aldermen has resulted in a tie; or (2) where one half of the aldermen elected voted in favor of an ordinance, resolution or motion even though there is no tie vote; . . ."

Thereupon, Mayor Washington voted in the affirmative and announced that the ordinance *Passed* by a vote of 26 yeas and 22 nays.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

[Ordinance authorizing the levy of taxes for fiscal year 1984-1985 for the Board of Education is printed on pages 10825 thru 10842 of this Journal.]

Rules Suspended -- SPECIAL SERVICE AREA NUMBER 6 AMENDED.

Alderman Burke moved to *Suspend the Rules Temporarily* for the immediate consideration of a proposed ordinance amending the boundaries of Special Service Area Number 6. The motion *Prevailed.*

(Continued on page 10843)

LEVY OF TAXES FOR THE FISCAL YEAR 1984-1985 FOR SCHOOL PURPOSES OF THE BOARD OF EDUCATION OF THE CITY OF CHICAGO

WHEREAS, the Board of Education of the City of Chicago, at a regular meeting held July 18, 1984, duly adopted the current School Budget of the Board of Education of the City of Chicago for the fiscal year 1984-1985 commencing September 1, 1984 and ending August 31, 1985, which budget contains the actual or estimated liabilities of previous years and estimates of all expenditures or charges to be made or incurred during said fiscal year 1984-1985 for any of the purposes for which said Board of Education is authorized by law to make expenditures, and also detailed estimates of all balances available at the beginning of said fiscal year 1984-1985, for expenditures during the fiscal year 1984-1985, and also detailed estimates of all current revenue applicable to expenditures or charges to be made or incurred during said fiscal year 1984-1985, including all taxes, contributions, rents, fees, perquisites and all other types of revenue; and

WHEREAS, said budget also contains the appropriations to defray all estimated expenditures and liabilities of the Board of Education of the City of Chicago, to be paid or incurred during the fiscal year commencing September 1, 1984; and

WHEREAS, the items appropriated for and the objects and purposes for the same are therein and thereby specified for each of the several funds, organizations, units, purposes or objects, including liabilities incurred during previous years, which School Budget is herein referred to and made a part hereof and which is now on file in the Office of the Secretary of the Board of Education; and

WHEREAS, thereafter at a regular meeting held September 26, 1984, the Board of Education of the City of Chicago duly adopted a resolution demanding and directing the City Council of the City of Chicago to levy school taxes for the fiscal year 1984-1985, which resolution is in words and figures as follows:

"ORDER, DEMAND AND DIRECTION
TAX LEVY FOR THE FISCAL YEAR 1984-1985

RESOLVED, and it is hereby certified by the Board of Education of the City of Chicago that it requires to be levied for the fiscal year 1984-1985 (September 1, 1984 through August 31, 1985) upon the equalized assessed value of all of the taxable property in the City of Chicago, a school tax for Educational Purposes, a school tax for Building Purposes and the Purchase of School Grounds, a school tax for the Purpose of Furnishing Free Textbooks in the Public Schools, a school tax for the Purpose of Establishing, Equipping, Maintaining and Operating Playgrounds adjacent to or connected with any Public School and for Recreational Purposes in connection with any Public School (the School Supervised Playground Outside School Hours and Stadia, Social Center and Summer Swimming Pool Purposes Tax), a school tax for the Purpose of Providing Special Education Services, a school tax for the Purpose of Providing Transportation for T.M.H. Children, a school tax for the Purpose of Providing Revenue for the Public School Teachers' Pension and Retirement Fund, a school tax for the Purpose of Purchasing Liability Insurance, Claims Services, Paying Tort Judgments and Settlements and for protection against liability under the Workers' Compensation Act, Occupational Diseases Act, and Unemployment Insurance Act, a school tax for the Purpose of Providing Revenue for the payment of expenses of

operation and maintenance of Public Building Commission Project, BE-7, Vincennes Middle School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-3, Walt Disney School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-11, Austin Middle School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-14, John Hope Middle School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-15, Garrett A. Morgan School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-17, Southwest Area High School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-9A, New Orr High School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-9, New Tuley High School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-4, Whitney Young School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-2, Carver Riverdale School, a school tax for the Purpose of Providing Revenue

for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-16, 103rd and Cottage, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-19, Farragut High School Addition, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-20A, 103rd and Corliss School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-20, 103rd and Dan Ryan School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-4B, Taft High School Addition, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-18, Lawndale Area High School, as follows:

For Educational Purposes.....		$323,591,138.00
For Building Purposes and the Purchase of School Grounds.....		77,907,250.00
For the Purpose of Furnishing Free Textbooks in the Public Schools.....		16,197,960.00
For the Purpose of Establishing, Equipping, Maintaining and Operating Playgrounds adjacent to or connected with any Public School and for Recreational Purposes in connection with any Public School.....		8,835,112.00
For the Purpose of Providing Special Education Services.....		6,134,429.00
For the Purpose of Providing Transportation for T.M.H. Children.....		766,803.00
For the Purpose of Providing Revenue for the Public School Teachers' Pension and Retirement Fund.....		46,014,236.00
For the Purpose of Purchasing Liability Insurance, Claim Services, Paying Tort Judgments and Settlements and for protection against liability under the Workers' Compensation Act, Occupational Diseases Act and Unemployment Insurance Act.....		4,418,848.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-7, Vincennes Middle School.....	$694,652.00	
For estimated loss and cost of collection and deferred collections.....	32,733.00	727,385.00

For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-3 Walt Disney School.....	1,183,955.00	
For estimated loss and cost of collection and deferred collections.....	55,788.00	1,239,743.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-11, Austin Middle School....	1,022,921.00	
For estimated loss and cost of collection and deferred collections.....	48,200.00	1,071,121.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-14, John Hope Middle School	780,542.00	
For estimated loss and cost of collection and deferred collections.....	36,779.00	817,321.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-15, Garrett A. Morgan School	559,176.00	
For estimated loss and cost of collection and deferred collections.....	26,349.00	585,525.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-17, Southwest Area High School	1,381,711.00	
For estimated loss and cost of collection and deferred collections.....	65,107.00	1,446,818.00

For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-9A, New Orr High School.....	1,223,438.00	
For estimated loss and cost of collection and deferred collections.....	57,649.00	1,281,087.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-9, New Tuley High School	2,036,275.00	
For estimated loss and cost of collection and deferred collections.....	95,950.00	2,132,225.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-4, Whitney Young School	1,653,588.00	
For estimated loss and cost of collection and deferred collections.....	77,918.00	1,731,506.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-2, Carver Riverdale School	1,389,887.00	
For estimated loss and cost of collection and deferred collections.....	65,492.00	1,455,379.00
For the Purpose of Providing Revenue for the Payment of the expenses of operation and maintenance of Public Building Commission Project BE-16, 103rd and Cottage School	628,685.00	
For estimated loss and cost of collection and deferred collections.....	29,624.00	658,309.00

For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-19, Farragut High School Addition.....	1,194,052.00	
For estimated loss and cost of collection and deferred collections.....	56,264.00	1,250,316.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-20A, 103rd and Corliss School	1,379,427.00	
For estimated loss and cost of collection and deferred collections.....	64,999.00	1,444,426.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-20, 103rd and Dan Ryan.....	1,597,743.00	
For estimated loss and cost of collection and deferred collections.....	75,286.00	1,673,029.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-48, Taft High School Addition	904,109.00	
For estimated loss and cost of collection and deferred collections.....	42,602.00	946,711.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-18, Lawndale Area High School	889,160.00	
For estimated loss and cost of collection and deferred collections.....	41,898.00	931,058.00

as said purposes and amounts are further included in the School Budget of the Board of Education of the City of Chicago for the Fiscal Year commencing September 1, 1984 and ending August 31, 1985, which School Budget of the Board of Education of the City of Chicago for the Fiscal Year commencing September 1, 1984, has been duly adopted by said Board of Education of the City of Chicago, which is herein referred to and made a part hereof, and which is now on file in the Office of the Secretary of the Board of Education of the City of Chicago; and

BE IT FURTHER RESOLVED that formal demand and direction be and the same hereby are made upon the City Council of the City of Chicago to levy the aforesaid school taxes for the Fiscal Year commencing September 1, 1984 and ending August 31, 1985; and

BE IT FURTHER RESOLVED that the total amount of said levy of school taxes of Five Hundred Three Million, Two Hundred Fifty-Seven Thousand, Seven Hundred Thirty-Five Dollars ($503,257,735.00) for said fiscal year beginning September 1, 1984 and ending August 31, 1985 shall be certified to the County Clerks of Cook and DuPage Counties, respectively.

BE IT FURTHER RESOLVED that the President and Secretary of this Board be and they are hereby authorized and directed to present and file with the City Council of the City of Chicago this Order, Demand and Direction by certified copy thereof.

BE IT FURTHER RESOLVED that this Order, Demand and Direction shall take effect and be in force from and after its passage and approval." and

WHEREAS, thereafter a certified copy of said resolution was filed by the President and Secretary of the Board of Education of the City of Chicago with the City Council of the City of Chicago;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

Section 1. That the sum of Five Hundred Three Million, Two Hundred Fifty-Seven Thousand, Seven Hundred Thirty-Five Dollars ($503,257,735.00), being the total of the appropriations heretofore legally made by the Board of Education of the City of Chicago which are to be collected from the tax levy for the current fiscal year 1984-1985 of the Board of Education of the City of Chicago, for all school purposes of the Board of Education of the City of Chicago, for Educational Purposes, for Building Purposes and the Purchase of School Grounds, for the Purpose of Furnishing Free Textbooks in the Public Schools, for the Purpose of Establishing, Equipping, Maintaining and Operating Playgrounds adjacent to or connected with any Public School and for Recreational Purposes in connection with any Public School (the School Supervised Playground Outside School Hours and Stadia, Social Center and Summer Swimming Pool Purposes Tax), for the Purpose of Providing Special Education Services, for the Purpose of Providing Transportation for T.M.H. Children, for the Purpose of Providing Revenue for the Public School Teachers' Pension and Retirement Fund, for the Purpose of Purchasing Liability Insurance, Claims Services, Paying Tort Judgments and Settlements and for protection against liability under the Workers' Compensation Act, Occupational Diseases Act, and Unemployment Insurance Act, a school tax for the Purpose of Providing Revenue for the payment of the expenses of

operation and maintenance of Public Building Commission Project, BE-7, Vincennes Middle School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-3, Walt Disney School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-11, Austin Middle School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-14, John Hope Middle School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-15, Garrett A. Morgan School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-17, Southwest Area High School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-9A, New Orr High School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-9, New Tuley High School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-4, Whitney Young School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-2, Carver Riverdale School, a school tax for the Purpose of Providing Revenue

for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-16, 103rd and Cottage, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-19, Farragut High School Addition, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-20A, 103rd and Corliss School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-20, 103rd and Dan Ryan School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-4B, Taft High School Addition, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-18, Lawndale Area High School, as follows:

		Amounts To Be Included In Tax Levy
For Educational Purposes.....		$323,591,138.00
For Building Purposes and the Purchase of School Grounds.....		77,907,250.00
For the Purpose of Furnishing Free Textbooks in the Public Schools.....		16,197,960.00
For the Purpose of Establishing, Equipping, Maintaining and Operating Playgrounds adjacent to or connected with any Public School and for Recreational Purposes in connection with any Public School.....		8,835,112.00
For the Purpose of Providing Special Education Services.....		6,134,429.00
For the Purpose of Providing Transportation for T.M.H. Children.....		766,803.00
For the Purpose of Providing Revenue for the Public School Teachers' Pension and Retirement Fund.....		46,014,236.00
For the Purpose of Purchasing Liability Insurance, Claim Services, Paying Tort Judgments and Settlements and for protection against liability under the Workers' Compensation Act, Occupational Diseases Act and Unemployment Insurance Act.....		4,418,848.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-7, Vincennes Middle School.....	$694,652.00	
For estimated loss and cost of collection and deferred collections.....	32,733.00	727,385.00

For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-3 Walt Disney School.....	1,183,955.00	
For estimated loss and cost of collection and deferred collections.....	55,788.00	1,239,743.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-11, Austin Middle School....	1,022,921.00	
For estimated loss and cost of collection and deferred collections.....	48,200.00	1,071,121.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-14, John Hope Middle School	780,542.00	
For estimated loss and cost of collection and deferred collections.....	36,779.00	817,321.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-15, Garrett A. Morgan School	559,176.00	
For estimated loss and cost of collection and deferred collections.....	26,349.00	585,525.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-17, Southwest Area High School	1,381,711.00	
For estimated loss and cost of collection and deferred collections.....	65,107.00	1,446,818.00

For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-9A, New Orr High School.....	1,223,438.00	
For estimated loss and cost of collection and deferred collections.....	57,649.00	1,281,087.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-9, New Tuley High School	2,036,275.00	
For estimated loss and cost of collection and deferred collections.....	95,950.00	2,132,225.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-4, Whitney Young School	1,653,588.00	
For estimated loss and cost of collection and deferred collections.....	77,918.00	1,731,506.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-2, Carver Riverdale School	1,389,887.00	
For estimated loss and cost of collection and deferred collections.....	65,492.00	1,455,379.00
For the Purpose of Providing Revenue for the Payment of the expenses of operation and maintenance of Public Building Commission Project BE-16, 103rd and Cottage School	628,685.00	
For estimated loss and cost of collection and deferred collections.....	29,624.00	658,309.00

For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-19, Farragut High School Addition.....	1,194,052.00	
For estimated loss and cost of collection and deferred collections.....	56,264.00	1,250,316.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-20A, 103rd and Corliss School	1,379,427.00	
For estimated loss and cost of collection and deferred collections.....	64,999.00	1,444,426.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-20, 103rd and Dan Ryan.....	1,597,743.00	
For estimated loss and cost of collection and deferred collections.....	75,286.00	1,673,029.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-4B, Taft High School Addition	904,109.00	
For estimated loss and cost of collection and deferred collections.....	42,602.00	946,711.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-18, Lawndale Area High School	889,160.00	
For estimated loss and cost of collection and deferred collections.....	41,898.00	931,058.00

is hereby levied.

Section 2. The City Clerk is hereby directed to file with the County Clerk of Cook County, Illinois, and with the County Clerk of DuPage County, Illinois, a copy of this ordinance duly certified by said City Clerk.

Section 3. The County Clerks of Cook and DuPage Counties, respectively, shall extend the school taxes in the amounts and for the purposes hereinabove set forth in the Order, Demand and Direction as hereinabove set forth in this school tax levy ordinance.

Section 4. This ordinance shall take effect and be in force from and after its passage and approval.

(Continued from page10824)

Alderman Burke then moved to *Pass* the said proposed ordinance. The motion *Prevailed* by a viva voce vote.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, On September 25, 1984, the Chicago City Council adopted an ordinance setting the date of a public hearing for the creation of Special Service Area Number 6 ("SSA ordinance"); and

WHEREAS, A public hearing concerning the creation of Special Service Area Number 6 was held on October 24, 1984 at 7:30 P.M. at the Albany Park Community Center, 3401 West Ainslie; and

WHEREAS, At the public hearing, opposition was raised concerning the creation of Special Service Area Number 6; and

WHEREAS, Pursuant to Chapter 120, Section 1306 of the Illinois Revised Statutes, the boundaries of a proposed Special Service Area may be amended at the public hearing or the first regular meeting of the Corporate Authorities after final adjournment of the public hearing; now, therefore,

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

SECTION 1. The proposed boundaries for Special Service Area Number 6 are hereby amended by eliminating all the area west of the center of North Keystone Avenue. To reflect this amendment, Exhibit A of the Notice of Public Hearing contained in the SSA ordinance is hereby amended by deleting the language thereof in its entirety and substituting in lieu thereof the following:

EXHIBIT A

From a starting point on a straight line extending east from the middle of the first alley north of Lawrence Avenue and west of Sacramento to the westernmost edge of the Chicago River; thereafter running west along same alley line to the center line of Kimball Avenue; thereafter running north on same line to the center line of Ainslie Avenue; thereafter running west on same line to the center line of Bernard; thereafter running south on same line to a point of intersection with a straight line extended east from the middle of the first alley line north of Lawrence Avenue and west of Bernard; thereafter running west along same line to the first alley line east of Pulaski; thereafter running north to the center line of Foster Avenue; thereafter running west along the same center line to a point of intersection with a straight line extended north from the first alley line west of Pulaski; thereafter south on same line to the first alley line north of Lawrence Avenue; thereafter running west on same line to the center line of Keystone Avenue; thereafter running south along the same line to a point of intersection with the middle of the first alley south of West Lawrence Avenue; thereafter east along the same line to a point of intersection with the middle of the first alley west of North Pulaski Road; thereafter running south along the same line to a point of intersection with a straight line extending along the south property

line of tax parcel 13-15-207-042; thereafter running east along the same line to a point of intersection with the center of North Pulaski Road; thereafter running south along tthe same line to a point of intersection with the center of West Wilson Avenue; thereafter west along the same line to a point of intersection with the middle of the first alley west of North Pulaski Road; thereafter running south along the same line to a point of intersection with a straight line extending along the north property line fo tax parcel 13-15-239-026; thereafter running east along the same line to a point of intersection with the center of North Pulaski Road; thereafter running south to a point of intersection with the center of West Montrose Avenue; thereafter running east along the same line to a point of intersection with the middle of the first alley east of North Pulaski Road; thereafter running north along the same line to the middle of the first alley south of West Lawrence Avenue; thereafter running east along same alley to the middle of the first alley immediately west of Kimball Avenue; thereafter running south along the same line to the center line of Leland; thereafter running east along the center line of Leland to a point of intersection with the center of Kimball Avenue; thereafter north along the same line to a point of intersection with a straight line extended west from a line running along the southern property line of tax parcel 13-14-204-047; thereafter running east along the same line to an easternmost border of the same parcel; thereafter running south along the same line to a point of intersection with the southern property line of tax parcel 13-14-204-045; thereafter east along the same line to the middle of the first alley immediately south of Lawrence Avenue and east of Spaulding Avenue; thereafter running east along the same line to the middle of the first alley immediately west of North Kedzie Avenue; thereafter south along the same line to a point of intersection with the center line of West Montrose Avenue; thereafter east on said line to a point of intersection with a straight line extended south from the middle of the first alley immediately east of North Kedzie Avenue and north of West Montrose Avenue; thereafter north on the same line to a point of intersection with the middle of the first alley immediately south of Lawrence Avenue; thereafter east along the same line to the westernmost edge of the north branch of the Chicago River; thereafter northwest along the river to the point of origin.

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

BIRTHDAY WISHES EXTENDED TO ALDERMEN.

Honorable Harold Washington, Mayor, extended congratulations and birthday wishes to Aldermen Cullerton, Hagopian and Nardulli.

PRESENCE OF VISITORS NOTED.

Honorable Harold Washington, Mayor, called the Council's attention to the presence of the following visitors:

65 students from Lakeview High School (46th Ward), accompanied by Mrs. Handler;

Guests of the International Visitors Center of Chicago, Mr. Listhaug of Norway, Mr. Bagwasi of Botswana, Mr. Pasara of Peru and Mr. Poonsawat of Thailand, accompanied by Mr. Marc Kupper.

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 Wednesday, November 14, 1984, at 10:00 A.M., in the Council Chamber in City Hall pursuant to Chapter 4, Section 4-1 of the Municipal Code of Chicago.

Walter S. Kozubowski

WALTER S. KOZUBOWSKI,
City Clerk.