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Regular Meeting -- Thursday, September 27, 2007

at 10:00 A.M.

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

OFFICIAL RECORD.

VOLUME II

RICHARD M. DALEY
Mayor

MIGUEL DEL VALLE
City Clerk

Continued from Volume I
on page 9133

COMMITTEE ON AVIATION.

AMENDMENT OF TITLE 10, CHAPTER 36, SECTION 330 OF MUNICIPAL CODE OF CHICAGO BY MODIFICATION OF PARKING RATES AT CHICAGO O'HARE AND MIDWAY INTERNATIONAL AIRPORTS.

The Committee on Aviation submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Committee on Aviation, having under consideration a communication from The Honorable Richard M. Daley, Mayor (which was referred on September 5, 2007) at the request of the Commissioner of Aviation, transmits an ordinance amending Chapter 10-36, Section 10-36-330 of the Municipal Code regarding parking rates at Chicago O'Hare International Airport and Midway International Airport, begs leave to recommend that Your Honorable Body *Pass* the proposed amending ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government under Article VII, Section 6(a) of the Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City owns and operates an airport commonly known as Chicago O'Hare International Airport ("O'Hare") and an airport commonly known as Chicago Midway International Airport ("Midway", and together with O'Hare, the "Airports"); and

WHEREAS, The parking rates for the Airports are established by Chapter 10-36, Section 10-36-330 of the Municipal Code of Chicago (the "Code"); and

WHEREAS, The City now desires to modify those rates; now, therefore,

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

SECTION 1. The above recitals are hereby incorporated by reference as if fully set forth herein.

SECTION 2. Chapter 10-36, Section 10-36-330 of the Code is hereby amended to delete existing subsection (c) in its entirety and to replace it with the following new subsection (c):

"(c) Fees at the rates set forth in (c) (i) through (c) (vi) below, exclusive of city and county tax, shall be charged and collected for each vehicle parked in any such area at Chicago Midway International Airport.

(i) Hourly Parking: $0.00 for the first ten minutes or fraction thereof; $2.00 for the first half-hour or fraction thereof (other than the first ten minutes); $1.00 for the second half-hour or fraction thereof; $1.50 for

the second hour or fraction thereof; $1.00 for the third hour or fraction thereof; $2.00 for each additional hour or fraction thereof for the fourth, fifth and sixth hours; $1.25 for the seventh hour or fraction thereof; and thereafter $2.00 for each additional hour or fraction thereof up to a maximum rate of $46.75 for each 24-hour period. Charges for each 24-hour period after the first shall be at the same rate schedule.

(ii) Daily Parking: $0.00 for the first ten minutes or fraction thereof; $2.00 for the first half-hour or fraction thereof (other than the first ten minutes); $1.00 for the second half-hour or fraction thereof; $1.50 for the second hour or fraction thereof; $1.00 for the third hour or fraction thereof; $2.00 for the fourth hour or fraction thereof; $3.00 for the fifth hour through eighth hour period or fraction thereof; $3.25 for the ninth hour through twelfth hour period or fraction thereof; and $5.00 for the thirteenth hour through sixteenth hour period or fraction thereof; and thereafter $6.00 for each additional hour or fraction thereof up to a maximum rate of $24.75 for each 24-hour period. Charges for each 24-hour period after the first shall be at the same rate schedule.

(iii) Long-Term Parking: $2.00 for the first hour or fraction thereof; $1.50 for the second hour or fraction thereof; $2.00 for the third hour or fraction thereof; $1.00 for the fourth hour or fraction thereof; and $2.00 for the fifth hour or fraction thereof up to a maximum rate of $8.50 for each 24-hour period. Charges for each 24-hour period after the first shall be at the same rate schedule.

(iv) Economy Parking: $0.00 for the first ten minutes or fraction thereof; $2.00 for the first hour or fraction thereof (other than the first ten minutes); $1.50 for the second hour or fraction thereof; and $8.00 for the third hour or fraction thereof up to a maximum rate of $11.50 for each 24-hour period. Charges for each 24-hour period after the first shall be at the same rate schedule.

(v) Valet Parking: $0.00 for the first ten minutes or fraction thereof; $7.50 for the first hour or fraction thereof (other than the first ten minutes); $5.25 for the second hour or fraction thereof; $4.00 for the third hour or fraction thereof; $5.00 for the fourth hour or fraction thereof; $1.00 for each additional hour or fraction thereof for the fifth, six and seventh hours; $2.00 for the eighth hour or fraction thereof; and $10.00 for the ninth hour or fraction thereof up to a maximum rate of $26.75 for the first 24-hour period. Charges for the second and each subsequent additional 24-hour period shall be $4.50 for the first hour or fraction thereof; $1.00 for the second hour or fraction thereof; $2.00 for each additional hour or fraction thereof for the third, fourth and fifth hours; $1.25 for the sixth hour or fraction thereof; $4.00 for the seventh hour or fraction thereof; $10.00 for the eighth hour or fraction thereof; and

$10.00 for the ninth hour or fraction thereof up to a maximum rate of $36.75 for each such 24-hour period.

(vi) Temporary (Overflow) Parking: $2.00 for the first hour or fraction thereof; $1.50 for the second hour or fraction thereof; and $2.00 for the third hour or fraction thereof up to a maximum rate of $5.50 for each 24-hour period. Charges for each 24-hour period after the first shall be at the same rate schedule".

SECTION 3. Chapter 10-36, Section 10-36-330 of the Code is hereby amended to delete existing subsection (d) in its entirety and to replace it with the following new subsection (d):

"(d) Fees at the rates set forth in (d)(i) through (d)(ix) below, exclusive of city and county tax, shall be charged and collected for each vehicle parked in any such area at Chicago O'Hare International Airport.

(i) Garage And Main Parking -- Daily Parking: $0.00 for the first ten minutes or fraction thereof; $2.00 for the first hour or fraction thereof (other than the first ten minutes); $1.00 for the second hour through third hour period or fraction thereof; $4.50 for the fourth hour or fraction thereof; $2.00 for each additional hour or fraction thereof for the fifth and sixth hours; $1.25 for the seventh hour or fraction thereof; $2.00 for each additional hour or fraction thereof for the eighth, ninth, tenth and eleventh hours; and thereafter $6.00 for each additional hour or fraction thereof up to a maximum rate of $26.75 for each 24-hour period. Charges for each 24-hour period after the first shall be at the same rate schedule.

(ii) Garage And Main Parking -- Hourly Parking: $0.00 for the first ten minutes or fraction thereof; $2.00 for the first hour or fraction thereof (other than the first ten minutes); $1.00 for the second hour through third hour period or fraction thereof; $4.50 for the fourth hour or fraction thereof; $15.25 for the fifth hour or fraction thereof; and thereafter $5.00 for each additional hour or fraction thereof up to a maximum rate of $46.75 for each 24-hour period. Charges for each 24-hour period after the first shall be at the same rate schedule.

(iii) Garage And Main Parking -- Valet Parking: $0.00 for the first ten minutes or fraction thereof; $7.50 for the first hour or fraction thereof (other than the first ten minutes); $5.25 for the second hour or fraction thereof; $4.00 for the third hour or fraction thereof; $5.00 for the fourth hour or fraction thereof; $1.00 for each additional hour or fraction thereof for the fifth, sixth and seventh hours; $2.00 for the eighth hour or fraction thereof; and thereafter $15.00 for each additional hour or

fraction thereof up to a maximum rate of $41.75 for the first 24-hour period. Charges for the second and each subsequent additional 24-hour period shall be $4.50 for the first hour or fraction thereof; $1.00 for the second hour or fraction thereof; $2.00 for each additional hour or fraction thereof for the third, fourth and fifth hours; $1.25 for the sixth hour or fraction thereof; $4.00 for the seventh hour or fraction thereof; $5.00 for the eighth hour or fraction thereof; and $20.00 for the ninth hour or fraction thereof up to a maximum rate of $41.75 for each such subsequent 24-hour period.

(iv) International Terminal Parking: $0.00 for the first ten minutes or fraction thereof; $2.00 for the first hour or fraction thereof (other than the first ten minutes); $2.50 for the second hour or fraction thereof; $1.00 for the third hour or fraction thereof; $2.00 for each additional hour or fraction thereof for the fourth, fifth and sixth hours; $1.25 for the seventh hour or fraction thereof; $2.00 for each additional hour or fraction thereof for the eighth and ninth hours; $5.00 for each additional hour or fraction thereof for the tenth, eleventh, twelfth and thirteenth hours; and $10.00 for each additional hour or fraction thereof up to a maximum rate of $46.75 for each 24-hour period. Charges for each 24-hour period after the first shall be at the same rate schedule.

(v) Remote Parking, Economy Lot E: $2.00 for the first hour or fraction thereof; $1.00 for the second hour or fraction thereof; $0.50 for the third hour or fraction thereof; $1.00 for each additional hour or fraction thereof for the fourth, fifth, sixth, seventh, eighth and ninth hours; and $3.25 for each additional hour up to a maximum rate of $12.75 for each 24-hour period. Charges for each 24-hour period after the first shall be at the same rate schedule.

(vi) Remote Parking, Economy Lot E -- Valet Parking: $0.00 for the first ten minutes or fraction thereof; $4.50 for the first hour or fraction thereof (other than the first ten minutes); $3.00 for the second hour or fraction thereof; $4.00 for the third hour or fraction thereof; $3.25 for the fourth hour or fraction thereof; $4.00 for the fifth hour or fraction thereof; and $4.00 for the sixth hour or fraction thereof up to a maximum rate of $22.75 for the first 24-hour period. Charges for each 24-hour period after the first shall be at the same rate schedule.

(vii) Remote Parking, Economy Lot F: $2.00 for the first hour or fraction thereof; $1.00 for the second hour or fraction thereof; $0.50 for the third hour or fraction thereof; and $1.00 for each additional hour or fraction thereof up to a maximum rate of $6.50 for each 24-hour period. Charges for each 24-hour period after the first shall be at the same rate schedule.

(viii) Remote Parking, Economy Lot G: $2.00 for the first hour or fraction thereof; $1.00 for the second hour or fraction thereof; $0.50 for the third hour or fraction thereof; and $1.00 for each additional hour or fraction thereof up to a maximum rate of $10.50 for each 24-hour period. Charges for each 24-hour period after the first shall be at the same rate schedule.

(ix) Temporary (Overflow) Parking: A flat fee of $21.75. If such parking is converted to permanent parking, the commissioner of aviation is hereby authorized to establish rates for such permanent parking equal to the rates then being charged for Lot E or Lot F, as the commissioner of aviation may determine".

SECTION 4. Chapter 10-36, Section 10-36-330 of the Code is hereby amended to delete existing subsection (e) in its entirety and to reserve subsection (e) for future use.

SECTION 5. Chapter 10-36, Section 10-36-330 of the Code is hereby amended to delete existing subsection (f) in its entirety and to replace it with the following new subsection (f):

"(f) Notwithstanding the provisions of subsections (c) and (d) of this section, the commissioner of aviation may establish monthly parking fees for airport employees, exclusive of city tax, not to exceed the following monthly rates:

(i) At Chicago Midway International Airport, parking fees for airport employees parking in Hourly Parking or Daily Parking shall not exceed $250.00 per month, and parking fees for airport employees parking in Long-Term Parking, Economy Parking or any parking location used exclusively by airport employees shall not exceed $100.00 per month.

(ii) At Chicago O'Hare International Airport, parking fees for airport employees parking in Garage and Main Parking -- Hourly Parking, Garage and Main Parking -- Daily Parking or International Terminal Parking shall not exceed $350.00 per month, and parking fees for airport employees parking in any Remote Parking Lot shall not exceed $100.00 per month.

As used in this subsection (f), "airport employee" means any person whose regular place of employment is at the applicable airport and who has been approved by the commissioner of aviation to park his or her vehicle in a designated parking lot at the airport".

SECTION 6. Chapter 10-36, Section 10-36-330, subsection (h) of the Code is hereby amended, as follows:

"(h) For city-sponsored special events and/or promotions, the commissioner of aviation may charge fees for parking at rates different than those stated in (c)~~;~~ and/or (d) ~~and/or (e)~~ above or permit free parking".

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

AUTHORIZATION FOR EXECUTION OF CONCESSION LEASE AGREEMENT WITH MCDONALD'S U.S.A., L.L.C. AT CHICAGO O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Committee on Aviation, having under consideration a communication from The Honorable Richard M. Daley, Mayor (which was referred on September 5, 2007) at the request of the Commissioner of Aviation, transmits an ordinance to operate a concession for McDonald's U.S.A., L.L.C. at Chicago O'Hare International Airport, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City"), a home rule unit of local government under the 1970 Constitution of the State of Illinois, owns and operates an airport known as Chicago O'Hare International Airport ("O'Hare") and possesses the power and authority to license premises and facilities and to grant other rights and privileges with respect thereto; and

WHEREAS, Certain portions of O'Hare are used for food, beverage, retail and service facilities (collectively, "concessions") to serve the needs of airport patrons and employees; and

WHEREAS, The City, acting through its Department of Aviation, has solicited proposals from businesses to operate such concessions; and

WHEREAS, McDonald's U.S.A., L.L.C., a limited liability company ("McDonald's"), operating through franchisees, Juan Mendez, an individual, and Cirilo's Inc., an Illinois corporation and a City certified Airport Concession Disadvantaged Business Enterprise ("A.C.D.B.E."), proposes to sell at O'Hare, in accordance with the term sheet attached to this ordinance as Exhibit A, fast food/quick serve food and beverages; and

WHEREAS, The City desires to enter into a concession lease agreement with McDonald's; now, therefore,

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

SECTION 1. The above recitals are incorporated by reference as if fully set forth here.

SECTION 2. The Mayor or his proxy is hereby authorized to execute, upon the recommendation of the Commissioner of the Department of Aviation ("Commissioner"), a concession lease agreement with McDonald's that substantially complies with the term sheet attached hereto as Exhibit A.

SECTION 3. The Commissioner and such other City officials as may be required are authorized to take such actions and execute such other documents as may be necessary or desirable to implement the objectives of this ordinance.

SECTION 4. This ordinance will be in full force and effect from and after its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Term Sheet For Concession Lease Agreement ("Agreement")

Between

The City Of Chicago ("City")

And

McDonald's U.S.A., L.L.C. ("Tenant")

At

Chicago O'Hare International Airport.

1. Tenant. McDonald's U.S.A., L.L.C. a Delaware limited liability company, operating through franchisees, Juan Mendez, and individual, and Cirilo's Inc., an Illinois corporation and a City certified Airport Concession Disadvantaged Business Enterprise ("A.C.D.B.E.").

2. Lease Term.

Initial Term:	Begins on the date that the Agreement is fully executed by both parties and expires on the seventh (7^{th}) anniversary after the final date of the of beneficial occupancy of a leased space.

Option Periods: Three (3) one year extension options exercisable by the Commissioner.

Holdover: Month to month.

3. Leased Space. A total of approximately three thousand six hundred eighty-three (3,683) square feet (plus or minus ten percent (10%)) of leased space, as follows:

eight hundred fifty-three (853) square feet in Terminal 1 -- Space T1B.U.99.A;

eight hundred twenty-four (824) square feet in Terminal 1 -- Space T1C.U.10.A;

one thousand five (1,005) square feet in Terminal 3 -- Space T3H.U.48.A;

one thousand one (1,001) square feet in Terminal 3 -- Space T3K.U.53.A.

The Commissioner may delete all or portions of leased space upon relocation or upon certain events of default.

4. Additional Space. The Commissioner may from time to time make additional space available to Tenant not to exceed two thousand (2,000) square feet in the aggregate. Tenant may accept or reject.

5. Permitted Use. Tenant will be permitted to use the leased space for fast food/quick serve food and beverages with emphasis on the foods-to-go option. A limited selection of non-alcoholic beverages may be offered. No other use will be permitted.

6. Rent And Fees. Tenant will pay the following:

a. Base Rent: Forty Dollars ($40) per square foot per year of leased space for the first year lease year; the amount to be escalate at three percent (3%) per year for each succeeding year. If storage space is assigned to Tenant, the rent will be assessed on the storage space.

b. License Fee: (i) or (ii) below, whichever is greater:

(i) Percentage Fee: fifteen and five-tenths percent (15.5%) of gross revenues:

(ii) Minimum Annual Guarantee Fee: One Million Seven Hundred Ninety-five Thousand Dollars ($1,795,000) annually in first and second lease years, payable monthly. Commencing with

the third lease year and each lease year after that, the fee is equal to the greater of (a) the percentage fee in the preceding lease year, and (b) One Million Seven Ninety-five Thousand Dollars ($1,795,000).

c. Marketing Fee: Tenant will pay a fee of five-tenths percent (0.5%) of gross revenues as contribution to the marketing fund.

d. Central Distribution; Deliveries: In the event that the City establishes a central distribution facility for concessions at the Airport, the Commissioner may require the Tenant to use such facility for all of Tenant's deliveries to the Airport and to pay a proportionate share of the costs of operating and maintaining such facility and the costs of transporting such deliveries from the facility to Tenant's leased space.

7. Security. For the first lease year, the security is equal to Eight Hundred Ninety-seven Thousand Five Hundred Dollars ($897,500). For each succeeding lease year, the security will equal fifty percent (50%) of the total amount of the License Fee paid to the City for the immediately preceding lease year. The security may be in the form of cash or letter of credit in a form acceptable to the Commissioner.

8. Gross Revenues. The total amount in dollars at the actual sales price of all receipts derived from business conducted from the leased space, including all mail or telephone sales, all deposits not refunded to purchasers, all orders taken in the leased space, receipts from promotions, advertising and income derived from retail display advertising, and any other use of the leased space. Gross revenues do not, however, include: any sums collected for and paid out by Tenant for any taxes; the amount of cash or credit refunds if the original sale was made from the leased space and included in gross revenues; bona fide transfers of merchandise to or from the leased space to any other stores or warehouse of the Tenant; sale of fixtures and store equipment not in the ordinary course of Tenant's business; returns to shippers, suppliers or manufacturers; bulk sales of merchandise not sold to the public and not in the ordinary course of business; insurance proceeds from the settlement of claims for loss or damages of improvements, merchandise, fixtures, trade fixtures and other Tenant personal property other than the proceeds of business interruption insurance; and such other exclusions as the Commissioner may determine to be usual and customary in the industry.

9. Sublicensing, Assignment Or Transfer Of Interest. Tenant shall operate its restaurant in Terminal 1 through franchisee Cirilo's Inc. and shall operate its restaurants in Terminal 3 through franchise Juan Mendez. Except for those tow pledge, encumber or otherwise transfer all or any part of its right

or interests in or to the Agreement or the leased space, or otherwise to permit any third party to use the leased space. Any transaction involving a transfer of all of the ownership interest in Tenant is subject to the approval of the City Council; other transfers of ownership interests in the Tenant are subject to the Commissioner's approval.

10. D.B.E. Participation. Fifty percent (50%). Circilo's Inc., is a City certified Airport Concession Disadvantaged Business Enterprise (A.C.D.B.E.).

11. Capital Investment. Tenant will invest a minimum of Two Hundred Dollars ($200) per square foot for in-line sites (concession space other than kiosks) and Forty Thousand Dollars ($40,000) per kiosk (non-mobile, freestanding concession space).

12. Amortization. For purposes of determining amounts due to Tenant for unamortized costs, Tenant will amortize the reasonable costs (as determined by the Commissioner) of its capital investment in the leased space over seven (7) years from the date of beneficial occupancy, straight-line basis. If the City takes back any leased space and does not offer relocation space (or if the Tenant rejects relocation space that is offered by the City because the location is not comparable in size, visibility and traffic), the Tenant will be entitled to offset, against rent and fees due to the City, its unamortized costs of capital investment (prorated for any partial year) for the leased space being taken back. If the offset exceeds amounts due to the City at the expiration or termination of the lease, the City will refund the excess. The City has no obligation to pay Tenant any other amount, including but not limited to lost profits for the unexpired term. Tenant will not be entitled to such an offset, refund or any other amount if the City takes back leased space as a remedy for Tenant's default.

13. City Construction Obligations. None. City to deliver shell and core "as is" to Tenant.

14. Utilities. City to provide heating, ventilation and cooling of terminal common areas. Tenant to maintain utility lines and provide supplemental heating, cooling and exhaust facilities in leased space and to bear cost of those utilities.

15. Pricing. Tenant will be required to price its merchandise in accordance with standards generally reflective of "value prices" approved by the Commissioner, the nature and comparables of which will be described in the Agreement.

16. General Conditions. The Agreement will include provisions typically found in commercial concession agreements or agreements of comparable duration, as well as provisions typically found in concession leases of government-owned property (e.g. City ownership of improvements, the City as

additional insured, indemnification of the City). In addition, the Agreement will be subject to compliance with all statutory and policy requirements for conducting operations at the Airport and for documenting compliance with those requirements.

This term sheet does not constitute a binding agreement between the Tenant and the City; City Council approval ofthe term sheet and a fully executed Agreement are required.

AUTHORIZATION FOR EXECUTION OF CONCESSION LEASE AGREEMENT WITH NUANCE GROUP (CHICAGO), L.L.C. AND O'HARE POPCORN & FOODS (DOING BUSINESS AS AMERICA'S DOG) AT CHICAGO O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Committee on Aviation, having under consideration a communication from The Honorable Richard M. Daley, Mayor (which was referred on September 5, 2007) at the request of the Commissioner of Aviation, transmits an ordinance to operate concessions at Chicago O'Hare International Airport, to Nuance Group (Chicago), L.L.C. and O'Hare, Popcorn & Food, L.L.C. (doing business as America's Dog), begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City"), a home rule unit of local government under the 1970 Constitution of the State of Illinois, owns and operates an airport known as Chicago O'Hare International Airport ("O'Hare") and possesses the power and authority to license premises and facilities and to grant other rights and privileges with respect thereto; and

WHEREAS, Certain portions of O'Hare are used for food, beverage, retail and service facilities (collectively, "concessions") to serve the needs of airport patrons and employees; and

WHEREAS, The City, acting through its Department of Aviation, has solicited proposals from businesses to operate such concessions; and

WHEREAS, Nuance Group (Chicago), L.L.C., an Illinois limited liability company whose members are Nuance Group (U.S.A.), Inc., a Delaware corporation, DFASS Central, L.L.C., a Florida limited liability company, and PMA, MCD, Inc., an Illinois corporation (and an Airport Concession Disadvantaged Business Enterprise ["A.C.D.B.E".]), proposes to sell at O'Hare, in accordance with the term sheet attached to this ordinance as Exhibit A, duty free merchandise; and

WHEREAS, O'Hare Popcorn & Food, L.L.C., an Illinois limited liability company (doing business as America's Dog), whose members are America's Dog, Inc., an Illinois corporation, and Ricardo Williams, an individual (and an A.C.D.B.E.), proposes to sell at O'Hare, in accordance with the term sheet attached to this ordinance as Exhibit B, fast food/quick serve food and beverages; and

WHEREAS, The City desires to enter into concession lease agreements with those respondents to the solicitations that are identified in the foregoing recitals (collectively, "Proposed Concessionaires"); now, therefore,

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

SECTION 1. The above recitals are incorporated by reference as if fully set forth here.

SECTION 2. The Mayor or his proxy is hereby authorized to execute, upon the recommendation of the Commissioner of the Department of Aviation ("Commissioner"), concession lease agreements with the respective proposed concessionaires that substantially comply with the term sheets attached hereto as Exhibits A and B.

SECTION 3. The Commissioner and such other City officials as may be required are authorized to take such actions and execute such other documents as may be necessary or desirable to implement the objectives of this ordinance.

SECTION 4. This ordinance will be in full force and effect from and after its passage and approval.

Exhibits "A" and "B" referred to in this ordinance read as follows:

Exhibit "A".

Term Sheet For Concession Lease Agreement ("Agreement")

Between

The City Of Chicago ("City")

And

Nuance Group (Chicago), L.L.C. ("Tenant")

At

Chicago O'Hare International Airport.

1. Tenant Nuance Group (Chicago), L.L.C., an Illinois limited liability company, owned by Nuance Group (U.S.A.), Inc., a Delaware corporation, PMA, MCD, Inc., an Illinois corporation and A.C.D.B.E., and DFASS Central, L.L.C., a Florida limited liability company.

2. Lease Term.

Initial Term: Begins on the date that the Agreement is fully executed by both parties and expires on the fifth (5^{th}) anniversary after the final date of the of beneficial occupancy of a leased space.

Option Periods: Two (2) one (1) year extension options exercisable by the Commissioner.

Holdover: Month to month.

3. Leased Space. A total of approximately three thousand two hundred forty-one (3,241) square feet of leased space, as follows:

seven hundred eighty-eight (788) square feet in Terminal 1 -- space T1B.U.88.B;

nine hundred sixty-eight (968) square feet in Terminal 1 -- space T1C.U.25.D;

two hundred fifty (250) square feet in Terminal 2 -- Space T2EF.U.12.A;

one thousand two hundred thirty-five (1,235) square feet in Terminal 3 -- space T3HK.U.36.A.

The Commissioner may delete all or portions of leased space upon relocation or upon certain events of default.

4. Additional Space. The Commissioner may from time to time make additional space available to Tenant not to exceed two thousand (2,000) square feet in the aggregate. Tenant may accept or reject.

5. Permitted Use. Tenant will be permitted to use the leased space for the sale of duty free merchandise to international passengers. "Duty free merchandise" is defined as merchandise of a foreign origin (not manufactured in the United States) which is handled under the supervision of the United States Customs Service and not subject to United States Customs duties; United States (domestic) alcoholic beverages and tobacco products handled under the supervision of the United States Customs Service and not subject to the United States Internal Revenue excise taxes; and any other merchandise referred to as "in-bond" merchandise.

6. Rent And Fees.

Tenant will pay the following:

a. Base Rent: Forty Dollars ($40) per square foot per year of leased space for the first (1st) lease year; the amount to be escalate at three percent (3%) per year for each succeeding year. If storage space is assigned to Tenant, the rent will be assessed on the storage space.

b. License Fee: (i) or (ii) below, whichever is greater:

(i) Percentage Fee: the sum of (a) through (d) as follows:

(a) twenty-eight percent (28%) of gross revenues to Ten Million Dollars ($10,000,000);

(b) thirty-two percent (32%) of gross revenues from Ten Million and One Dollars ($10,000,001) to Fifteen Million Dollars ($15,000,000);

(c) thirty-six percent (36%) of gross revenues from Fifteen Million Dollars ($15,000,000) to Twenty-five Million Dollars ($25,000,000);

(d) forty percent (40%) of gross revenues over Twenty-five Million Dollars ($25,000,000)

(ii) Minimum Annual Guarantee Fee: Seven Million One Hundred Twenty-eight Thousand Dollars ($7,128,000) payable monthly.

c. Marketing Fee:

Tenant will pay a fee of five-tenths percent (0.5%) of gross revenues as contribution to the marketing fund.

d. Central Distribution; Deliveries:

In the event that the City establishes a central distribution facility for concessions at the Airport, the Commissioner may require the Tenant to use such facility for all of Tenant's deliveries to the Airport and to pay a proportionate share of the costs of operating and maintaining such facility and the costs of transporting such deliveries from the facility to Tenant's leased space.

7. Security. For the first lease year, the security is equal to Three Million Five Hundred Sixty-four Thousand Dollars ($3,564,000). For each succeeding lease year, the security will equal fifty percent (50%) of the total amount of the license fee paid to the City for the immediately preceding lease year. The security may be in the form of cash or letter of credit in a form acceptable to the Commissioner.

8. Gross Revenues. The total amount in dollars at the actual sales price of all receipts derived from business conducted from the leased space, including all mail or telephone sales, all deposits not refunded to purchasers, all orders taken in the leased space, receipts from promotions, advertising and income derived from retail display advertising, and any other use of the leased space. Gross revenues do not, however, include: any sums collected for and paid out by Tenant for any taxes; the amount of cash or credit refunds, if the original sale was made from the leased space and included in gross revenues; bona fide transfers of merchandise to or from the leased space to any other stores or warehouse of the Tenant; sale of fixtures and store equipment not in the ordinary course of Tenant's business; returns to shippers, suppliers or manufacturers; bulk sales of merchandise not sold to the public and not in the ordinary course of business; insurance proceeds from the settlement of claims for loss or damages of improvements, merchandise, fixtures, trade fixtures and other Tenant personal property other than the proceeds of business interruption insurance; and such other exclusions as the Commissioner may determine to be usual and customary in the industry.

9. Sublicensing, Assignment Or Transfer Of Interest. Tenant must obtain Commissioner approval to sell, assign, convey, pledge, encumber or otherwise transfer all or any part of its rights or interests in or to the Agreement or the leased space, or otherwise to permit any third party to use the leased space. Any transaction involving a transfer of all of the ownership interest in Tenant is subject to the approval of the City Council; other transfers of ownership interests in the Tenant are subject to the Commissioner's approval.

10. A.C.D.B.E. Participation. Thirty percent (30%). PMA MCD, Inc., is a City certified A.C.D.B.E..

11. Capital Investment. Tenant will invest a minimum of Two Hundred Dollars ($200) per square foot for in-line sites (concession space other than kiosks) and Forty Thousand Dollars ($40,000) per kiosk (non-mobile, freestanding concession space).

    Space number TIC.U.25.D requires the Tenant to undertake construction to develop the shell and core and to relocate United Air Lines offices from the space as follows:

    (a) Construct a demising wall between the offered location and the adjacent United Air Lines operation space.

(b) Reimburse United Air Lines for the costs related to the offering of the space including, but not limited to, relocation costs. These costs are estimated to total Twenty Thousand Dollars ($20,000).

In consideration of these two (2) additional costs, the City will abate the Base Rent (for space T1C.U.25.D only) for a period of nine (9) months beginning to the date of beneficial occupancy for space T1C.U.25.D.

12. Amortization. For purposes of determining amounts due to Tenant for unamortized costs, Tenant will amortize the reasonable costs (as determined by the Commissioner) of its capital investment in the leased space over five (5) years from the date of beneficial occupancy, of the leased space, straight-line basis. If the City takes back any leased space and does not offer relocation space (or if the Tenant rejects relocation space that is offered by the Commissioner because the location is not comparable in size, visibility and traffic), the Tenant will be entitled to offset, against rent and fees due to the City, its unamortized costs of capital investment (prorated for any partial year) for the leased space being taken back. If the offset exceeds amounts due to the City at the expiration or termination of the lease, the City will refund the excess. The City has no obligation to pay Tenant any other amount, including but not limited to lost profits for the unexpired term. Tenant will not be entitled to such an offset, refund or any other amount if the City takes back leased space as a remedy for Tenant's default.

13. City Construction Obligations. None. City to deliver shell and core "as is" to Tenant.

14. Utilities. City to provide heating, ventilation and cooling of terminal common areas. Tenant to maintain utility lines and provide supplemental heating, cooling and exhaust facilities in leased space and to bear cost of those utilities.

15. Pricing. Tenant will be required. to price its merchandise in accordance with standards generally reflective of "value prices" approved by the Commissioner, the nature and comparables of which will be described in the Agreement.

16. General Conditions. The Agreement will include provisions typically found in commercial concession agreements or agreements of comparable duration, as well as provisions typically found in concession leases of government-owned property (e.g. City ownership of improvements, the City as additional insured, indemnification of the City). In addition, the Agreement will be subject to compliance with all statutory and policy requirements for conducting operations at the Airport and for documenting compliance with those requirements.

This term sheet does not constitute a binding agreement between the Tenant and the City; City Council approval of the term sheet and a fully executed Agreement are required.

Exhibit "B".

Term Sheet For Concession Lease Agreement ("Agreement")

Between

The City Of Chicago ("City")

And

O'Hare Popcorn & Foods, L.L.C., Doing Business As America's Dog ("Tenant")

At

Chicago O'Hare International Airport.

1. Tenant. O'Hare Popcorn & Food L.L.C. an Illinois limited liability company, doing business as America's Dog, owned by America's Dog, Inc., an Illinois corporation, and Ricardo Williams, a sole proprietorship and A.C.D.B.E.

2. Lease Term.

Initial Term:	Begins on the date that the Agreement is fully executed by both parties and expires on the seventh (7^{th}) anniversary of the date of beneficial occupancy of the leased space.
Option Periods:	Three (3) one year extension options exercisable by the Commissioner.
Holdover:	Month to month.

3. Leased Space. A total of approximately eight hundred thirty-eight (838) square feet (plus or minus ten percent (10%)) of leased space, as follows:

Eight hundred thirty-eight (838) square feet in Terminal 1 -- Space T1C.U.24.O.

The Commissioner may delete all or portions of the leased space upon relocation or upon certain events of default.

4. Additional Space. The Commissioner may from time to time make additional space available to Tenant not to exceed two thousand (2,000) square feet in the aggregate. Tenant may accept or reject.

5. Permitted Use. Tenant will be permitted to use the leased space for fast food/quick serve food and beverages with emphasis on the foods-to-go option. A limited selection of non-alcoholic beverages may be offered. No other use will be permitted.

6. Rent And Fees.

Tenant will pay the following:

a. Base Rent: Forty Dollars ($40) per square foot of leased space per year for the first (1st) lease year; the amount to escalate at three percent (3%) per year for each succeeding year. If storage space is assigned to Tenant, the rent will be assessed on the storage space.

b. License Fee: (i) or (ii) below, whichever is greater:

(i) Percentage Fee: the sum of (a) and (b) as follows:

(a) eighteen percent (18%) of gross revenues to Two Million Dollars ($2,000,000);

(b) nineteen percent (19%) of gross revenues over Two Million Dollars ($2,000,000).

(ii) Minimum Annual Guarantee Fee: Four Hundred Eight Thousand Dollars ($408,000) annually in first (1st) and second (2nd) lease years, payable monthly. Commencing with the third (3rd) lease year and each lease year after that, the fee is equal to the greater of (a) the Percentage Fee in the preceding lease year, and (b) Four Hundred Eight Thousand Dollars ($408,000).

c. Marketing Fee: Tenant will pay a fee of five-tenths percent (0.5%) of gross revenues as contribution to the marketing fund.

d. Central Distribution; Deliveries. In the event that the City establishes a central distribution facility for concessions at the Airport, the Commissioner may require the Tenant to use such

facility for all of Tenant's deliveries to the Airport and to pay a proportionate share of the costs of operating and maintaining such facility and the costs of transporting such deliveries from the facility to Tenant's Leased Space.

7. Security. For the first (1st) lease year, the security is equal to Two Hundred Four Thousand Dollars ($204,000). For each succeeding lease year, the security will equal fifty percent (50%) of the total amount of the license fee paid to the City for the immediately preceding lease year. The security may be in the form of cash or letter of credit in a form acceptable to the Commissioner.

8. Gross Revenues. The total amount in dollars at the actual sales price of all receipts derived from business conducted from the leased space, including all mail or telephone sales, all deposits not refunded to purchasers, all orders taken in the leased space, receipts from promotions, advertising and income derived from retail display advertising, and any other use of the of the leased space. Gross Revenues do not, however, include: any sums collected for and paid out by Tenant for any taxes; the amount of cash or credit refunds (if the original sale was made from the leased space and included in gross revenues); bona fide transfers of merchandise to or from the leased space to any other stores or warehouse of the Tenant; sale of fixtures and store equipment not in the ordinary course of Tenant's business; returns, to shippers, suppliers or manufacturers; bulk sales of merchandise not sold to the public and not in the ordinary course of business; insurance proceeds from the settlement of claims for loss or damages of improvements, merchandise, fixtures, trade fixtures and other Tenant personal property other than the proceeds of business interruption insurance; and such other exclusions as the Commissioner may determine to be usual and customary in the industry.

9. Sublicensing, Assignment Or Transfer Of Interest. Tenant must obtain Commissioner approval to sell, assign, convey, pledge, encumber or otherwise transfer all or any part of its rights or interests in or to the Agreement or the leased space or otherwise to permit any third party to use the leased space. Any transaction involving a transfer of all of the ownership interest in Tenant is subject to the approval of the City Council; other transfers of ownership interests in the Tenant are subject to the Commissioner's approval.

10. A.C.D.B.E. Participation. Thirty percent (30%). Ricardo Williams is a City-certified A.C.D.B.E.

11. Capital Investment. Tenant will invest a minimum of Two Hundred Dollars ($200) per square foot for in-line sites (concession space other than kiosks) and Forty Thousand Dollars ($40,000) per kiosk (non-mobile, freestanding concession space). The leased space requires the Tenant to undertake construction to develop the shell and core and to relocate United

Air Lines offices from the lease space. Tenant will reimburse United Air Lines for the costs related to the relocation. These costs are estimated to total Twenty-five Thousand Dollars ($25,000). In consideration of these additional costs, the City will abate the base rent for a period of nine (9) months beginning on the date of beneficial occupancy.

12. Amortization. For purposes of determining amounts due to Tenant for unamortized costs, Tenant will amortize the actual reasonable costs (as determined by the Commissioner) of its capital investment in the leased space over seven (7) years from the date of beneficial occupancy, straight-line basis. If the Commissioner takes back any leased space and does not offer relocation space (or if the Tenant rejects relocation space that is offered by the Commissioner because the location is not comparable in size, visibility and traffic), the Tenant will be entitled to offset, against rent and fees due to the City, its unamortized costs of capital investment (prorated for any partial year) for the leased space being taken back. If the offset exceeds amounts due to the City at the expiration or termination of the lease, the City will refund the excess. The City has no obligation to pay Tenant any other amount, including but not limited to lost profits for the unexpired term. Tenant will not be entitled to such an offset, refund or any other amount if the City takes back Leased Space as a remedy for Tenant's default.

13. City Construction Obligations. None. City to deliver shell and core "as is" to Tenant.

14. Utilities. City to provide heating, ventilation and cooling of terminal common areas. Tenant to maintain utility lines and provide supplemental heating, cooling and exhaust facilities in leased space and to bear cost of those utilities.

15. Pricing. Tenant will be required to price its merchandise in accordance with standards generally reflective of "value prices" approved by the Commissioner, the nature and comparables of which will be described in the Agreement.

16. General Conditions. The Agreement will include provisions typically found in commercial concession agreements or agreements of comparable duration, as well as provisions typically found in concession leases of government-owned property (e.g. City ownership of improvements, the City as additional insured, indemnification of the City). In addition, the Agreement will be subject to compliance with all statutory and policy requirements for conducting operations at the Airport and for documenting compliance with those requirements.

This term sheet does not constitute a binding agreement between the Tenant and the City; City Council approval of the term sheet and a fully executed Agreement are required.

AUTHORIZATION FOR ACQUISITION OF PROPERTY AT 4735 WEST 63RD STREET FOR USE AS RUNWAY PROTECTION ZONE AT CHICAGO MIDWAY INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Committee on Aviation, having under consideration a communication from The Honorable Richard M. Daley (which was referred on September 5, 2007) at the request of the Commissioner of Aviation, transmits an ordinance authorizing an acquisition of property, Midway Parcel 134, commonly known as 4735 West 63rd Street, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a duly constituted and existing municipality within the meaning of Section 1, Article VII of the 1970 Constitution of the State of Illinois ("Constitution"), and is a home rule unit of local government under Section 6(a), Article VII of the Constitution; and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City owns and, through its Department of Aviation ("D.O.A."), operates the airport known as Chicago Midway International Airport ("Midway Airport"); and

WHEREAS, The City has determined that it is useful, desirable and necessary that the City acquire for fair market value that certain parcel of real property located in the vicinity of Midway Airport that has been identified by the D.O.A. as follows: Midway Parcel 134, commonly known as 4735 West 63rd Street, identified by Cook County as Permanent Index Number 19-22-100-048 (the "Parcel"); and

WHEREAS, The Parcel is depicted on Exhibit A to this ordinance; and

WHEREAS, The Parcel is being acquired by the City for public purpose and use, namely, as a Runway Protection Zone or a Runway Safety Area, or both, as recognized by the Federal Aviation Administration ("F.A.A."); now, therefore,

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

SECTION 1. The above recitals are hereby incorporated by reference as if fully set forth in this ordinance and are adopted as the findings of the City Council.

SECTION 2. It is hereby determined and declared that it is useful, desirable and necessary that the City acquire the Parcel for public purpose and use in furtherance of the City's ownership and operation of Midway Airport.

SECTION 3. The Corporation Counsel is authorized to negotiate with the owners of the Parcel for the purchase of the Parcel.

SECTION 4. If the Corporation Counsel is able to agree with the owner(s) of a Parcel upon the price to be paid for such Parcel, the Corporation Counsel is authorized to purchase the Parcel in the name of and on behalf of the City of Chicago, Department of Aviation for the agreed price, with such purchase price to be paid out of any legally available funds of the City, including, without limitation, proceeds of any general airport revenue bonds previously issued, or grants or other funds received by the City. If the Corporation Counsel is unable to agree with the owner(s) of a Parcel on the purchase price, or if an owner is incapable of consenting to the sale, or if an owner cannot be located, then the Corporation Counsel may institute and prosecute condemnation proceedings in the name of and on behalf of the City for the purpose of acquiring fee simple title to the Parcel under the City's power of eminent domain.

SECTION 5. The Commissioner of D.O.A. is authorized to execute such documentation as may be necessary to implement the provisions of this ordinance, subject to the approval of the Corporation Counsel.

SECTION 6. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the validity or enforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 7. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 8. This ordinance shall be effective upon its passage and approval.

COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.

AUTHORIZATION FOR SUPPLEMENTAL APPROPRIATION AND AMENDMENT OF YEAR 2007 ANNUAL APPROPRIATION ORDINANCE WITHIN FUND 925 TO REFLECT INCREASE IN GRANT FUNDS RECEIVED FROM FEDERAL, STATE AND PUBLIC/PRIVATE AGENCIES.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a supplemental appropriation and an amendment to the year 2007 Annual Appropriation Ordinance necessary to reflect

an increase in the amount of funds received from federal, state and/or private agencies, and having been presented with a proposed substitute ordinance by the Office of Budget and Management, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) CARRIE M. AUSTIN,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Annual Appropriation Ordinance for the Year 2007 of the City of Chicago (the "City") contains estimates of revenues receivable as grants from agencies of the state and federal governments and public and private agencies; and

WHEREAS, In accordance with Section 8 of the Annual Appropriation Ordinance, the heads of various departments and agencies of the City have applied to agencies of the state and federal governments and public and private agencies for grants to the City for various purposes; and

WHEREAS, The amount of grant funds awarded to the City by these entities for specific grant programs has exceeded the amount of revenues estimated from those sources; and

WHEREAS, It is beneficial to the City to appropriate such additional revenues; and

WHEREAS, The City through its Mayor's Office of Workforce Development ("M.O.W.D.") has been awarded federal grant funds in the amount of One Million Dollars ($1,000,000) by the United States Department of Labor which shall be used for the Preparing Ex-Offenders for Work via Beneficiary Choice Program; and

WHEREAS, The City through its Department of General Services has been awarded federal grant funds in the amount of Thirty-five Thousand Dollars ($35,000) by the National Fish and Wildlife Foundation which shall be used for the North Park Village Wetland Restoration Program; and

WHEREAS, The City through its Department of Public Health has been awarded additional state grant funds in the amount of Twelve Thousand Dollars ($12,000) by the Illinois Department of Human Services which shall be used for the Targeted Intensive Prenatal Case Management Program; and

WHEREAS, The City through its Department of Human Services has been awarded additional federal grant funds in the amount of Two Hundred Fifty Thousand Dollars ($250,000) by the United States Department of Justice, Office on Violence Against Women for the Safe Havens Supervised Visitation and Safe Exchange Program which shall be used for the Safe Havens-Supervised Visitation Program; and

WHEREAS, The City through its Office of Emergency Management and Communications has been awarded federal grant funds in the amount of One Million Three Hundred Twenty-three Thousand Dollars ($1,323,000) by the Illinois Emergency Management Agency which shall be used for the Buffer Zone Protection Program; and

WHEREAS, The City through its Department of Fire has been awarded additional state grant funds in the amount of Five Hundred Fifty Thousand Dollars ($550,000) by the Illinois Office of the State Fire Marshall which shall be used for the Underground Storage Tank Inspection Program; and

WHEREAS, The City through its Department of Environment ("Environment") has been awarded federal grant funds in the amount of Eighty-five Thousand Dollars ($85,000) by the United States Environmental Protection Agency ("E.P.A.") which shall be used for the Chicago ByProducts Synergy Program; and

WHEREAS, The City through Environment has been awarded federal grant funds in the amount of Forty Thousand Dollars ($40,000) by E.P.A. which shall be used for the Chicago Multi-unit Recycling Study; and

WHEREAS, The City through Environment has been awarded federal grant funds in the amount of Forty-four Thousand Dollars ($44,000) by E.P.A. which shall be

used for the Environmental Programming through Education Outreach Program; and

WHEREAS, The City through Environment has been awarded federal grant funds in the amount of Seven Hundred Fifty Thousand Dollars ($750,000) by the Illinois Lieutenant Governor's Office which shall be used for the Hegewisch Restoration Project at Lake Calumet; and

WHEREAS, The City through Environment has been awarded federal grant funds in the amount of One Hundred Twenty-five Thousand Dollars ($125,000) by E.P.A. which shall be used for the Implementing Stormwater BMPS Program; and

WHEREAS, The City through Environment has been awarded state grant funds in the amount of Thirty Thousand Dollars ($30,000) by the Illinois Department of Commerce and Economic Opportunity ("I.D.C.E.O.") which shall be used for the Lathrop C.H.A. Homes River Clean Up Program; and

WHEREAS, The City through Environment has been awarded state grant funds in the amount of Sixteen Thousand Dollars ($16,000) by I.D.C.E.O. which shall be used for the Materials Exchange Network Program; and

WHEREAS, In that certain ordinance passed by the City Council of the City on September 5, 2007 and amending the "Fund 925 -- Grant Funds" section of the Annual Appropriation Ordinance, the amount of One Hundred Twenty Thousand Dollars ($120,000) was incorrectly included in the "Awards from Public/Private Agencies" total that should have been included in the amount shown for "Awards from Agencies of State Government" total, and it is necessary and appropriate to correct that error; now, therefore,

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

SECTION 1. The sum of Four Million Two Hundred Sixty Thousand Dollars ($4,260,000), not previously appropriated, representing increased grant awards, has become available for appropriation for the year 2007.

SECTION 2. The sum of Four Million Two Hundred Sixty Thousand Dollars ($4,260,000), not previously appropriated, is hereby appropriated from Fund 925 -- Grant Funds for the year 2007. The Annual Appropriation Ordinance is hereby amended by striking the words and figures and adding the words and figures indicated in the attached Exhibit A which is hereby made a part hereof.

SECTION 3. The amount of One Hundred Twenty Thousand Dollars ($120,000) is hereby deleted from the "Awards from Public/Private Agencies" total and included in the total for "Awards from Agencies of State Government".

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 5. This ordinance shall be in full force and effect upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Amendment To The 2007 Appropriation Ordinance.

Code	Department And Item	Strike Amount	Add Amount
Estimate of Grant Revenue for 2007			
	Awards from Agencies of Federal Government	$1,177,449,252	$1,181,101,252
	Awards from Agencies of State Government	213,383,000	214,111,000
	Awards from Public/Private Agencies	48,443,000	48,323,000
925 -- Grant Funds			
13	Mayor's Office Of Workforce Development:		
	Preparing Ex-Offenders for Work via Beneficiary		$ 1,000,000

Code	Department And Item	Strike Amount	Add Amount
38	Department Of General Services:		
	North Park Village Wetland Restoration		$ 35,000
41	Department Of Public Health:		
	Targeted Intensive Prenatal Case Management	$ 759,000	$ 771,000
53	Department Of Human Services:		
	Safe Havens -- Supervised Visitation	$ 135,000	$ 385,000
58	Office Of Emergency Management And Communications:		
	Buffer Zone Protection Program		$ 1,323,000
59	Department Of Fire:		
	Underground Storage Tank Inspection	$ 550,000	$ 1,100,000
72	Department Of Environment:		
	Chicago Byproducts Synergy		$ 85,000
	Chicago Multi-unit Recycling Study		40,000
	Environmental Programming Through Education Outreach		44,000
	Hegewisch Restoration Project -- Lake Calume		750,000

Code	Department And Item	Strike Amount	Add Amount
	Implementing Stormwater BMPS		$125,000
	Lathrop C.H.A. Homes River Clean Up -- Carryover		30,000
	Materials Exchange Network -- Carryover		16,000

AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL AGREEMENT WITH COUNTY OF COOK REGARDING ACCESS TO AERIAL OBLIQUE IMAGERY, DIGITAL GROUND IMAGERY AND GEOGRAPHIC INFORMATION SYSTEMS INTEGRATION.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the execution of an intergovernmental agreement between the City of Chicago and the County of Cook necessary for the allocation of funds to access specified software, data and aerial photography imagery, 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) CARRIE M. AUSTIN,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois; and

WHEREAS, The County of Cook (the "County") is a public body corporate of the State of Illinois; and

WHEREAS, The County has entered into that certain Contract for Service Document Number 06-41-587 (the "Contract") with Aerial Cartographics of America, Inc., a Florida corporation (the "Contractor") for the Contractor to provide the County with aerial oblique imagery, digital ground imagery and geographic information systems integration (the "Cook County Deliverables"); and

WHEREAS, The City wishes to receive and use a certain portion of the Cook County Deliverables (the "Chicago Deliverables"); and

WHEREAS, Pursuant to the Contract, the cost of the Contract to be paid by the County to the Contractor shall not exceed Four Million Three Hundred Seventy-eight Thousand Four Hundred Ten Dollars ($4,378,410); and

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City on April 11, 2007, the City issued certain Five Hundred Eighty-nine Million Five Hundred Ninety Thousand Dollars ($589,590,000) City of Chicago General Obligation Bonds, consisting of Five Hundred Forty-seven Million Five Hundred Ninety Thousand Dollars ($547,590,000) Project and Refunding Series 2007A (the "Series 2007A Bonds") and Forty-two Million Dollars ($42,000,000) Taxable Series 2007B (the "Taxable Series 2007B Bonds" and, together with the Series 2007A Bonds, the "Bonds"); and

WHEREAS, The proceeds of the Bonds (the "Bond Proceeds") have been appropriated for, among other things, the acquisition of personal property useful or necessary for City purposes and the provision of facilities, services and equipment to protect and enhance public safety; and

WHEREAS, The Chicago Deliverables will be useful or necessary for public purposes and will protect and enhance public safety; and

WHEREAS, The City wishes to pay Two Hundred Thousand Dollars ($200,000) of the Bond Proceeds (the "City Funds") to the County to pay for or reimburse a portion of the cost of the Contract to be paid by the County to the Contractor; and

WHEREAS, The City and the County wish to enter into an intergovernmental agreement whereby the City shall pay the City Funds to the County and the City shall receive and use the Chicago Deliverables; now, therefore,

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

SECTION 1. The above recitals are incorporated herein by this reference.

SECTION 2. Subject to the approval of the Corporation Counsel of the City of Chicago as to form and legality, the Chief Information Officer of the Department of Business and Information Services and a designee of the Chief Information Officer are each authorized to execute and deliver an intergovernmental agreement (the "Agreement"), in substantially the form attached as Exhibit A, and such other documents as are necessary, between the City of Chicago and the County of Cook, which Agreement may contain such other terms as are deemed necessary or appropriate by the parties executing the same on the part of the City.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section,

paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 4. This ordinance takes effect upon passage and approval.

Exhibit "A" referred to in the ordinance reads as follows:

Exhibit "A".

This intergovernmental agreement (the "Intergovernmental Agreement") is made and entered into this _____ day of _____, 200_ by and between the City of Chicago (the "City"), a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, by and through its Department of Business and Information Services, and the County of Cook (the "County"), a public body corporate of the State of Illinois.

Recitals.

Whereas, The County has entered into that certain Contract for Service Document Number 06-41-587 (the "Contract") with Aerial Cartographics of America, Inc., a Florida corporation (the "Contractor") for the Contractor to provide the County with aerial oblique imagery, digital ground imagery and geographic information systems integration (the "Cook County Deliverables"); and

Whereas, The City wishes to receive and use a certain portion of the Cook County Deliverables (the "Chicago Deliverables", as set forth in (Sub)Exhibit A hereto); and

Whereas, Pursuant to the Contract, the cost of the Contract to be paid by the County to the Contractor shall not exceed Four Million Three Hundred Seventy-eight Thousand Four Hundred Ten Dollars ($4,378,410); and

Whereas, Pursuant to an ordinance adopted by the City Council of the City on April 11, 2007, the City issued certain Five Hundred Eighty-nine Million Five Hundred Ninety Thousand Dollars ($589,590,000) City of Chicago General Obligation Bonds, consisting of Five Hundred Forty-seven Million Five Hundred Ninety Thousand Dollars ($547,590,000) Project and Refunding Series 2007A (the "Series 2007A Bonds") and Forty-two Million Dollars ($42,000,000) Taxable Series 2007B (the "Taxable Series 2007B Bonds" and, together with the Series 2007A Bonds, the "Bonds"); and

Whereas, The proceeds of the Bonds (the "Bond Proceeds") have been appropriated for, among other things, the acquisition of personal property useful or necessary for City purposes and the provision of facilities, services and equipment to protect and enhance public safety; and

Whereas, The Chicago Deliverables will be useful or necessary for public purposes and will protect and enhance public safety; and

Whereas, The City wishes to pay Two Hundred Thousand Dollars ($200,000) of the Bond Proceeds (the "City Funds") to the County to pay for or reimburse a portion of the cost of the Contract to be paid by the County to the Contractor;

Now, Therefore, In consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Terms And Conditions.

Article One.

Incorporation Of Recitals.

The recitals set forth above are incorporated herein by reference and made a part hereof.

Article Two.

The City Funds And The Chicago Deliverables.

1. Upon the execution hereof, the City shall pay the City Funds to the County.

2. The County shall apply the City Funds to the cost of the Contract.

3. The County shall deliver or cause the Contractor to deliver the Chicago Deliverables to the City within thirty (30) days of the date(s) on which the Contractor delivers the Chicago Deliverables to the County.

4. The City acknowledges and agrees that the Chicago Deliverables constitutes copyrightable, proprietary materials and trade secrets of the County and will remain the property of the County. The City further acknowledges and agrees that it will

not provide or make available the Chicago Deliverables in any form to persons other than the City's employees, for purposes specifically related to the City's authorized use of the Chicago Deliverables, without the prior written consent of the County.

Article Three.

Term.

The term of the Intergovernmental Agreement shall commence on the date hereof and shall expire December 31, 2008.

Article Four.

Indemnity.

1. The County agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with the County's failure to comply with any of the terms, covenants and conditions contained within this Intergovernmental Agreement.

2. The City agrees to indemnify, defend and hold the County harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the County arising from or in connection with the City's failure to comply with any of the terms, covenants and conditions contained within this Intergovernmental Agreement.

The indemnities contained herein shall survive the expiration of this Intergovernmental Agreement.

Article Five.

Consent.

Whenever the consent or approval of one or both parties to this Intergovernmental

Agreement is required hereunder, such consent or approval shall not be unreasonably withheld or delayed.

Article Six.

Notice.

Notice To The County Shall Be Addressed To:

County of Cook
Bureau of Information Technology
69 West Washington Street, Suite 2700
Chicago, Illinois 60602
Attention: Chief Information Officer

with a copy to:

County of Cook
Department of Office Technology
69 West Washington Street, Suite 2700
Chicago, Illinois 60602
Attention: Deputy Chief Information Officer

Notice To The City Shall Be Addressed To:

City of Chicago
Department of Business and Information Services
Daley Center, Room 2700
50 West Washington Street
Chicago, Illinois 60602
Attention: Chief Information Officer

with a copy to:

City of Chicago
Department of Law
City Hall, Room 600
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic
Development Division

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addressed set forth above, by any of the following means: (a) personal service; (b) overnight courier; (c) registered or certified mail, return receipt requested.

Such addresses may be changed when notice is given to the other party in the same manner as provided above. Any notice, demand or request sent pursuant to clause (a) hereof shall be deemed received upon such personal service. Any notice, demand or request sent pursuant to clause (b) shall be deemed received on the day immediately following deposit with the overnight courier and, if sent pursuant to subjection (c) shall be deemed received two (2) days following deposit in the mail.

Article Seven.

Assignment; Binding Effect.

This Intergovernmental Agreement, or any portion thereof, shall not be assigned by either party without the prior written consent of the other.

This Intergovernmental Agreement shall inure to the benefit of and shall be binding upon the City, the County and their respective successors and permitted assigns. This Intergovernmental Agreement is intended to be and is for the sole and exclusive benefit of the parties hereto and such successors and permitted assigns.

Article Eight.

Modification.

This Intergovernmental Agreement may not be altered, modified or amended except by written instrument signed by all of the parties hereto.

Article Nine.

Compliance with Laws.

The parties hereto shall comply with all federal, state and municipal laws, ordinances, rules and regulations relating to this Intergovernmental Agreement.

Article Ten.

Governing Law And Severability.

This Intergovernmental Agreement shall be governed by the laws of the State of Illinois. If any provision of this Intergovernmental Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of anyone or more phrases, sentences, clauses, or sections contained in this Intergovernmental Agreement shall not affect the remaining portions of this Intergovernmental Agreement or any part hereof.

Article Eleven.

Counterparts.

This Intergovernmental Agreement may be executed in _____ counterparts, each of which shall be deemed an original.

Article Twelve.

Entire Agreement.

This Intergovernmental Agreement constitutes the entire agreement between the parties and shall supersede any and all prior agreements regarding the subject matter hereof.

Article Thirteen.

Authority.

Execution of this Intergovernmental Agreement by the City is authorized by an

ordinance passed by the City Council of the City on _____, ____ 200__. Execution of this Intergovernmental Agreement by the County was authorized by the Cook County Board of Commissioners on _____ ____, 200__. The parties represent and warrant to each other that they have the authority to enter into this Intergovernmental Agreement and perform their obligations hereunder.

Article Fourteen.

Headings.

The headings and titles of this Intergovernmental Agreement are for convenience only and shall not influence the construction or interpretation of this Intergovernmental Agreement.

Article Fifteen.

Disclaimer of Relationship.

Nothing contained in this Intergovernmental Agreement, nor any act of the City or the County shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City and the County.

Article Sixteen.

Construction of Words.

The use of the singular form of any word herein shall also include the plural, and vice versa. The use of the neuter form of any word herein shall also include the masculine and feminine forms, the masculine form shall include feminine and neuter, and the feminine form shall include masculine and neuter.

Article Seventeen.

No Personal Liability.

No member, official, employee or agent of the City or the County shall be individually or personally liable in connection with this Intergovernmental Agreement.

Article Eighteen.

Representatives.

Immediately upon execution of this Intergovernmental Agreement, the following individuals will represent the parties as a primary contact in all matters under this Intergovernmental Agreement.

For The County:

Mary Jo Horace, Deputy Chief Information Officer
County of Cook
Department of Office Technology
69 West Washington Street, Suite 2700
Chicago, Illinois 60602
Phone: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

For The City:

Molly Mangan, Deputy Chief Information Officer, City of Chicago
Department of Business and Information Services
Daley Center, Room 2700
50 West Washington Street
Chicago, Illinois 60602
Phone: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof.

In Witness Whereof, Each of the parties has caused this Intergovernmental Agreement to be executed and delivered as of the date first above written.

City of Chicago, Illinois

By: _____

Name: Hardik V. Bhatt,
Chief Information Officer,
Department of Business and
Information Services

Cook County Execution:

The undersigned, on behalf of the County of Cook, Illinois, a body politic and corporate of the State of Illinois, hereby accept the foregoing Intergovernmental Agreement:

_____
John H. Stroger, Jr.
President, Cook County
Board of Commissioners

Attest: Attest:

_____ Dated: _____
David Orr

Approved as to Form:

_____
Assistant State's Attorney

(Sub)Exhibit "A" referred to in this Intergovernmental Agreement with County of Cook as follows:

(Sub)Exhibit "A".
(To Intergovernmental Agreement
With County Of Cook).

Chicago Deliverables.

The City of Chicago hereby requests access to the following geographical information systems data: oblique aerial imagery for the City of Chicago in accordance with the Intergovernmental Agreement, dated _____, between the City of Chicago and Cook County -- Department of Office Technology.

The Cook County Department of Office Technology maintains a computerized database of digital oblique aerial and ground imagery. The computerized database of digital oblique and ground imagery for all of Cook County is viewed with a multipurpose (viewing and mensuration) application in two formats (web-enabled and client-based integrated to ESRI technology).

The City of Chicago is also requesting geodatabase feature classes with metadata attributes.

AUTHORIZATION FOR EXPENDITURE OF OPEN SPACE IMPACT FEE FUNDS FOR COMMUNITY PARK PROJECT AT 5406 AND 5408 NORTH BROADWAY.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the appropriation of Open Space Impact Fee funds necessary for the acquisition, capital improvement, and/or remediation of property to create open space and recreational facilities in the Edgewater community area, 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) CARRIE M. AUSTIN,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City"), is a home rule unit of government under Article VII, Section 6(a) of the Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, It is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, On April 1, 1998, the City Council of the City (the "City Council") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago (the "Code") to

address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, The Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, Pursuant to the Open Space Ordinance, the Department of Revenue ("D.O.R.") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund corresponding to the Community Area (as defined in the Open Space Ordinance), in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, The Department of Planning and Development ("D.P.D.") has determined that the Fee-Paying Developments built in the Edgewater community area (the "Community Area") have deepened the already significant deficit of open space in the Community Area, which deficit was documented in the comprehensive plan entitled "The City Space Plan", adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998 pursuant to an ordinance published at pages 69309 -- 69311 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") of the same date; and

WHEREAS, D.P.D. has proposed the acquisition of two (2) parcels (the "Project") located at 5406 North Broadway and 5408 North Broadway, all in Chicago, Illinois, described in Exhibit A, to create open spaces and recreational facilities in the Community Area and is seeking acquisition authority in an ordinance submitted concurrently herewith; and

WHEREAS, D.P.D. desires to use proceeds of the Open Space Fees collected by D.O.R. from the Community Area to fund a portion of the Project in an amount not to exceed Two Hundred Fifty-five Thousand One Hundred Forty-one Dollars ($255,141); and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be used for open space acquisition and/or capital improvements, which provide a direct and material benefit to the new development from which the fees are collected; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be expended within, the same or a contiguous Community Area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, D.P.D. has determined that the use of the Open Space Fees for the Project, will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected; and

WHEREAS, D.P.D. has determined that Open Space Fees to be used for the purposes set forth herein have come from the specific fund set up by D.O.R. for the corresponding Community Area in which a Fee-Paying Development is located and from which the Open Space Fees were collected; and

WHEREAS, D.P.D. has recommended that the City Council approve the use of the Open Space Fees for the Project; and

WHEREAS, D.P.D. has recommended that the City Council make a finding that the expenditure of the Open Space Fees as described herein will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; now, therefore,

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

SECTION 1. The above recitals are expressly incorporated in and made part of this ordinance as though fully set forth herein.

SECTION 2. The City Council hereby finds that the expenditure of the Open Space Fees will directly and materially benefit the residents of those Fee-Paying Developments from which the Open Space Fees were collected and approves the use of the Open Space Fees for the Project.

SECTION 3. The Commissioner of D.P.D. (the "Commissioner") and a designee of the Commissioner are each hereby authorized, subject to the approval of the Corporation Counsel, to disburse the Open Space Fees in an amount not to exceed Two Hundred Fifty-five Thousand One Hundred Forty-one Dollars ($255,141) from the corresponding fund.

SECTION 4. Open Space Fees in an amount not to exceed Two Hundred Fifty-five Thousand One Hundred Forty-one Dollars ($255,141) from the Edgewater Community Area Open Space Fees Fund are hereby appropriated for the purposes described herein.

SECTION 5. To the extent that any ordinance, resolution, rule, order or provision of the Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 6. This ordinance shall be in full force and effect from and after the date of its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Description Of Parcels.

Bromann Park.

(Subject To Final Title Commitment And Survey)

Commonly Known As:

5406 North Broadway
Chicago, Illinois 60640; and

5408 North Broadway
Chicago, Illinois 60640.

Permanent Index Numbers:

14-08-113-030-0000; and

14-08-113-029-0000.

AUTHORIZATION FOR EXPENDITURE OF OPEN SPACE IMPACT FEE FUNDS FOR COMMUNITY PARK PROJECT AT 4628 NORTH WINTHROP AVENUE.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the appropriation of Open Space Impact Fee funds necessary for the acquisition, capital improvement, and/or remediation of property to create open space and recreational facilities in the Uptown community area, 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) CARRIE M. AUSTIN,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City"), is a home rule unit of government under Article VII, Section 6(a) of the Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, It is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, On April 1, 1998, the City Council of the City (the "City Council") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, The Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, Pursuant to the Open Space Ordinance, the Department of Revenue ("D.O.R.") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund corresponding to the Community Area (as defined in the Open Space Ordinance), in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, The Department of Planning and Development ("D.P.D.") has determined that the Fee-Paying Developments built in the Uptown community area (the "Community Area") have deepened the already significant deficit of open space in the Community Area, which deficit was documented in the comprehensive plan entitled "The CitySpace Plan", adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998 pursuant to an ordinance published at pages 69309 -- 69311 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") of the same date; and

WHEREAS, The City owns the property described in Exhibit A (the "Property"); and

WHEREAS, The Department of Planning and Development ("D.P.D.") desires, through the Department of Environment ("D.O.E."), to remediate any adverse environmental site conditions on the Property (the "Project"), as described in Exhibit B attached hereto; and

WHEREAS, D.P.D. desires to use proceeds of the Open Space Fees collected by D.O.R. from the Community Area to fund a portion of the Project in an amount not to exceed One Hundred Twenty Thousand Seven Hundred Seventy-nine and 90/100 Dollars ($120,779.90); and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be used for open space acquisition and/or capital improvements, which provide a direct and material benefit to the new development from which the fees are collected; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be expended within the same or a contiguous Community Area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, D.P.D. has determined that the use of the Open Space Fees for the Project, will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected; and

WHEREAS, D.P.D. has determined that Open Space Fees to be used for the purposes set forth herein have come from the specific fund set up by D.O.R. for the corresponding Community Area in which a Fee-Paying Development is located and from which the Open Space Fees were collected; and

WHEREAS, D.P.D. has recommended that the City Council approve the use of the Open Space Fees for the Project; and

WHEREAS, D.P.D. has recommended that the City Council make a finding that the expenditure of the Open Space Fees as described herein will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; now, therefore,

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

SECTION 1. The above recitals are expressly incorporated in and made part of this ordinance as though fully set forth herein.

SECTION 2. The City Council hereby finds that the expenditure of the Open Space Fees will directly and materially benefit the residents of those Fee-Paying Developments from which the Open Space Fees were collected and approves the use of the Open Space Fees for the Project.

SECTION 3. The Commissioner of D.P.D. (the "Commissioner") and a designee of the Commissioner are each hereby authorized, subject to the approval of the Corporation Counsel, to disburse the Open Space Fees in an amount not to exceed One Hundred Twenty-one Thousand Seven Hundred Seventy-nine and 90/100 Dollars ($121,779.90) the corresponding fund.

SECTION 4. Open Space Fees in an amount not to exceed One Hundred Twenty-one Thousand Seven Hundred Seventy-nine and 90/100 Dollars ($121,779.90)

from the Uptown Community Area Open Space Fees Fund are hereby appropriated for the purposes described herein.

SECTION 5. To the extent that any ordinance, resolution, rule, order or provision of the Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 6. This ordinance shall be in full force and effect from and after the date of its passage.

Exhibits "A" and "B" referred to in this ordinance read as follows:

Exhibit "A".

Legal Description Of The Property.

Upcorp Park.

(Subject To Final Title Commitment And Survey)

Legal Description:

Lots 11 and 12 in Deering's Subdivision of Lots 172 to 180 in William Deering's Surrenden Subdivision in the west half of the northeast quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

The northwesterly 9 feet of Lot 13, lying northwesterly of the alley, in the subdivision of Lots 172 to 180, inclusive, in the William Deering's Surrenden Subdivision in the west half of the northeast quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

4628 North Winthrop Avenue
Chicago, Illinois 60640.

Permanent Index Numbers:

14-17-209-028-0000;

14-17-209-029-0000; and

14-17-209-030-0000.

Exhibit "B".

Project Budget.

Environment reports and consultation	$ 55,000
Remediation contractor	$120,000

AUTHORIZATION FOR EXECUTION OF VARIOUS SEWER IMPROVEMENT PROJECTS AND CONSTRUCTION OF STORM WATER TREATMENT STRUCTURE AT NORTH ST. LOUIS AVENUE AND WEST CARMEN AVENUE.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a design -- build agreement necessary for

sewer construction and a storm water treatment structure at North St. Louis Avenue and West Carmen Avenue, 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) CARRIE M. AUSTIN,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a duly constituted home rule unit of local government pursuant to the 1970 Constitution of the State of Illinois; and

WHEREAS, The City, through its Department of Water Management ("D.W.M."), wishes to undertake various sewer improvements and the construction of a storm water treatment structure at North St. Louis Avenue and West Carmen Avenue and the abandonment of an existing sewer outfall, as further described below; and

WHEREAS, The City wishes to enter into a design-build contract for such work in order to maximize efficiencies and provide for a single point of responsibility for the design and construction work; now, therefore,

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

SECTION 1. The above recitals are incorporated by reference as if fully set forth here.

SECTION 2. The Commissioner of D.W.M. (the "Commissioner") is hereby authorized to negotiate and execute a design-build agreement (the "Agreement") with a contractor to be selected by the Commissioner pursuant to a publicly advertised request for proposals process to construct approximately six hundred twenty (620) feet of new sewer and a storm water treatment structure at North St. Louis Avenue and to abandon a sewer outfall at North Bernard Street. The maximum aggregate compensation under such Agreement may not exceed Seven Hundred Fifty Thousand Dollars ($750,000). The Agreement shall be on such terms as are deemed reasonable by the Commissioner and shall be subject to approval of the Corporation Counsel as to form and legality. The Agreement shall contain such provisions as are required by the law.

SECTION 3. This ordinance takes effect from and after the date of its passage and approval.

COMMITTEE ON BUILDINGS.

AMENDMENT OF TITLES 10 AND 18 OF MUNICIPAL CODE OF CHICAGO BY INCREASING FINES FOR NONCOMPLIANCE WITH REGULATIONS RELATED TO OPENING, REPAIRING AND RESTORING OF PAVEMENT AND ESTABLISHING PENALTY FOR TRENCHING, EXCAVATING AND BACKFILLING VIOLATIONS.

The Committee on Buildings submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration an ordinance

referring to Permit Fees (Issuance, Pavement Restoration, Violation and Penalties) (which was referred on July 19, 2007) begs leave to recommend that Your Honorable Body do *Pass* the ordinance which is transmitted herewith.

The ordinance was amended on its face in Section 2 -- 18-29-306 through 18-29-306.4.

This recommendation was made by the members of the Committee, with no dissenting vote.

This ordinance shall take effect after its passage and publication.

Respectfully,

(Signed) JOHN A. POPE,
Vice-Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

Alderman Carothers 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. Chapter 10-20 of the Municipal Code of Chicago is amended by deleting the language struck through and by adding the language underscored, as follows:

10-20-150 Permit -- Fees -- Issuance.

(Omitted text is unaffected by this ordinance.)

(b) Unless the executive director of emergency management and communications determines that circumstances warrant the opening or repairing of pavement, no permit shall be issued for:

(i) opening or repairing any pavement that has been newly constructed or reconstructed after January 1, 1994, for a period of ten years after completion of the construction or reconstruction;

(ii) opening or repairing any pavement that has been resurfaced after January 1, 1994, within five years after completion of the repaving; or

(iii) opening or repairing any pavement at anytime located within the area bounded by North Avenue, Halsted Street, 22nd Street and Lake Michigan. Whenever the executive director determines that circumstances warrant the opening or repairing of pavement under this subsection, the executive director may require that the entire surface of the public way abutting the excavated pavement be restored from curb line to curb line but shall, at a minimum, require that the surface of the public way abutting the excavated pavement be restored to the farthest quarter point in all directions. For purposes of this subsection, "quarter point" means each point situated at a distance equal to one-quarter of the distance from curb line to curb line. Any person who opens or repairs a newly constructed, reconstructed or resurfaced pavement without a permit within the time period specified herein or without the approval of the executive director of emergency management and communications, or who falsifies information in order to obtain a permit for such work, shall be subject to a fine of ~~$1,000.00~~ 5,000.00 for each day that the opening exists or that the repair is conducted.

When determining whether circumstances warrant the opening or repair of pavement under this subsection, the executive director shall consider, in addition to other reasonable factors, whether the work to be performed constitutes an emergency repair; whether there is no other reasonable access available to perform the work; and whether the work will provide a public benefit.

(Omitted text is unaffected by this ordinance.)

10-20-155 Pavement Restoration.

(a) All work done under authority of the permit required by this article shall be inspected by a field service specialist designated by the commissioner of transportation.

(Omitted text is unaffected by this ordinance.)

(c) Any permittee who fails to restore the pavement or other materials and the non-bituminous surface and, if applicable, the bituminous surface, of any public way or other public place, as required in subsection (b), by the time established by the commissioner of transportation shall be subject to a fine of ~~$500.00~~ 5,000.00 for each day that such failure continues, and shall also be liable to the City of Chicago for any costs incurred by the city in arranging for or carrying out any such restoration upon expiration of the relevant deadline. The City of Chicago shall have the right, but not the obligation, to arrange for or carry out any such restoration upon expiration of the relevant deadline, and any action taken by the City of Chicago in arranging for or carrying out any such restoration pursuant to this section or other applicable provision of this chapter shall not relieve a permittee of liability for, or diminish a permittee's liability for, any condition created by, or created as a result of the acts or omissions of, the permittee.

(Omitted text is unaffected by this ordinance.)

SECTION 2. Chapter 18-29 of the Municipal Code of Chicago is amended by adding a new Section 18-29-306.5, as follows:

18-29-306.5 Violations -- Penalties.

Any violation of Sections 18-29-306 through 18-29-306.4 shall be punished by a fine of $5,000.00 for the first offense, $5,000.00 and a 30-day suspension of a plumbing contractor's certificate of registration for the second offense, and $5,000.00 and a one-year suspension of a plumbing contractor's certificate of registration for a third and subsequent offense. Each day that a violation continues shall constitute a separate and distinct offense.

SECTION 3. This ordinance shall take effect after its passage and approval.

AUTHORIZATION FOR ISSUANCE OF PERMITS FOR ERECTION OF SIGNS/SIGNBOARDS AT SUNDRY LOCATIONS.

The Committee on Buildings submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration seventeen proposed sign orders (which were referred on September 5, 2007) begs leave to recommend that Your Honorable Body do *Pass* the sign orders (three -- 1st Ward, three -- 2nd Ward, one -- 13th Ward, one -- 14th Ward, one -- 27th Ward, five -- 32nd Ward, one -- 39th Ward, two -- 42nd Ward) transmitted herewith.

This recommendation was concurred in by the members of the Committee, with no dissenting votes.

These orders shall be in full force and effect from and after their passage and publication.

Respectfully,

(Signed) JOHN A. POPE,
Vice-Chairman.

On motion of Alderman Pope, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

2140 North Dominick Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign

permit to Legacy Outdoor, L.L.C., 2814 North Paulina Street, Chicago, Illinois 60657, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2140 North Dominick Street:

Dimensions: length, 48 feet; height, 14 feet
Height Above Grade/Roof to Top of Sign: 24 feet
Total Square Foot Area: 1,344 square feet.

Such sign shall comply with all applicable provisions of Title 17 (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.

1721 North Elston Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to North Shore Outdoor, 1650 Sunnyside, Highland Park, Illinois 60035, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1721 North Elston Avenue:

Dimensions: length, 24 feet (W); height, 26 feet (H)
Height Above Grade/Roof to Top of Sign: 31 feet
Total Square Foot Area: 624 square feet.

Such sign shall comply with all applicable provisions of Title 17 (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.

1910 North Elston Avenue.
(375 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to North Shore Outdoor, 1650 Sunnyside, Highland Park, Illinois 60035, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1910 North Elston Avenue (north face):

Dimensions: length, 36 feet (W); height, 10.42 feet (H)
Height Above Grade/Roof to Top of Sign: 24 feet
Total Square Foot Area: 375 square feet.

Such sign shall comply with all applicable provisions of Title 17 (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.

1910 North Elston Avenue.
(600 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to North Shore Outdoor, 1650 Sunnyside, Highland Park, Illinois 60035, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1910 North Elston Avenue (west face):

Dimensions: length, 60 feet (W); height, 10 feet (H)
Height Above Grade/Roof to Top of Sign: 13 feet
Total Square Foot Area: 600 square feet.

Such sign shall comply with all applicable provisions of Title 17 (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.

1942 North Elston Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to North Shore Outdoor, 1650 Sunnyside, Highland Park, Illinois 60035, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1942 North Elston Avenue:

Dimensions: length, 55 feet (W); height, 15 feet (H)
Height Above Grade/Roof to Top of Sign: 40 feet
Total Square Foot Area: 825 square feet.

Such sign shall comply with all applicable provisions of Title 17 (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.

5000 North Elston Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Quantum Signs, 18621 South 81st Avenue, Tinley Park, Illinois 60487, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at American National Bank, 5000 North Elston Avenue:

Dimensions: length, 18 feet; height, 9 feet, 6 inches
Height Above Grade/Roof to Top of Sign: 31 feet
Total Square Foot Area: 171 square feet.

Such sign shall comply with all applicable provisions of Title 17 (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.

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540 North LaSalle Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to White Way Sign and Maintenance Company, 451 Kingston Court, Mount Prospect, Illinois 60056 for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Stretch Run Sporting Club & Grille, 540 North LaSalle Street:

Dimensions: length, 11 feet; height, 15 feet
Height Above Grade/Roof to Top of Sign: 24 feet
Total Square Foot Area: 165 square feet per face.

Such sign shall comply with all applicable provisions of Title 17 (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.

1239 North Milwaukee Avenue.
(64 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit Application Number 100195943 to Olympic Signs, Inc., 1130 North Garfield, Lombard, Illinois 60148, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Bank of America, 1239 North Milwaukee Avenue (facing southeast):

Dimensions: length, 25 feet, 6 inches; height, 2 feet, 6 inches
Height Above Grade/Roof to Top of Sign: 13 feet, 6 inches
Total Square Foot Area: 64 square feet.

Such sign shall comply with all applicable provisions of Title 17 (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.

1239 North Milwaukee Avenue.
(190 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit Application Number 100195954 to Olympic Signs, Inc., 1130 North Garfield, Lombard, Illinois 60148, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Bank of America, 1239 North Milwaukee Avenue (facing west on North Milwaukee Avenue):

Dimensions: length, 76 feet; height, 2 feet, 6 inches
Height Above Grade/Roof to Top of Sign: 13 feet, 6 inches
Total Square Foot Area: 190 square feet.

Such sign shall comply with all applicable provisions of Title 17 (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.

1239 North Milwaukee Avenue.
(254 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit Application Number 100195936 to Olympic Signs, Inc., 1130 North Garfield, Lombard, Illinois 60148, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Bank of America, 1239 North Milwaukee Avenue (facing east on North Ashland Avenue):

Dimensions: length, 101 feet, 7 inches; height, 2 feet, 6 inches
Height Above Grade/Roof to Top of Sign: 13 feet, 6 inches
Total Square Foot Area: 254 square feet.

Such sign shall comply with all applicable provisions of Title 17 (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.

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344 North Ogden Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Scadron Outdoor Advertising, L.L.C., 1015 West Grand Avenue, Chicago, Illinois 60622, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 344 North Ogden Avenue:

Dimensions: length, 50 feet; height, 35 feet
Height Above Grade/Roof to Top of Sign: 60 feet
Total Square Foot Area: 1,750 square feet.

Such sign shall comply with all applicable provisions of Title 17 (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.

4640 South Pulaski Road.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign & Lighting, 4910 Wilshire, Country Club Hills, Illinois 60478, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Staples, 4640 South Pulaski Road:

Dimensions: length, 30 feet; height, 6 feet
Height Above Grade/Roof to Top of Sign: 26 feet
Total Square Foot Area: 180 square feet.

Such sign shall comply with all applicable provisions of Title 17 (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.

1414 South Wabash Avenue.
(126 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Quantum Graphics, Inc., 18621 South 81st Avenue, Tinley Park, Illinois 60487, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Public Storage, 1414 South Wabash Avenue:

Dimensions: length, 14 feet; height, 9 feet
Height Above Grade/Roof to Top of Sign: 84 feet
Total Square Foot Area: 126 square feet.

Such sign shall comply with all applicable provisions of Title 17 (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.

1414 South Wabash Avenue.
(160 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Quantum Graphics, Inc., 18621 South 81st Avenue, Tinley Park, Illinois 60487, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Public Storage, 1414 South Wabash Avenue:

Dimensions: length, 16 feet; height, 10 feet
Height Above Grade/Roof to Top of Sign: 85 feet
Total Square Foot Area: 160 square feet.

Such sign shall comply with all applicable provisions of Title 17 (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.

1414 South Wabash Avenue.
(180 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Quantum Graphics, Inc, 18621 South 81st Avenue, Tinley Park, Illinois 60487, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Public Storage, 1414 South Wabash Avenue:

Dimensions: length, 90 feet; height, 2 feet
Height Above Grade/Roof to Top of Sign: 17 feet
Total Square Foot Area: 180 square feet.

Such sign shall comply with all applicable provisions of Title 17 (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.

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56 East Walton Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign

permit to M-K Signs, Inc., 4900 North Elston 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 Burton Snowboards, 56 East Walton Street:

Dimensions: length, 5 feet, 10 inches; height, 6 feet
Height Above Grade/Roof to Top of Sign: 30 feet
Total Square Foot Area: 56 square feet.

Such sign shall comply with all applicable provisions of Title 17 (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.

3957 West 63rd Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Sure Light Sign Company, 1830 North 32nd Avenue, Stone Park, Illinois 60165, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at CVS Pharmacy, 3957 West 63rd Street:

Dimensions: length, 15 feet, 8 inches; height, 24 feet
Height Above Grade/Roof to Top of Sign: 24 feet
Total Square Foot Area: 720 square feet.

Such sign shall comply with all applicable provisions of Title 17 (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.

COMMITTEE ON COMMITTEES, RULES AND ETHICS.

CORRECTIONS OF *JOURNAL OF THE PROCEEDINGS OF THE CITY COUNCIL OF THE CITY OF CHICAGO.*

The Committee on Committees, Rules and Ethics submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Ethics, having had under consideration three ordinances correcting the *Journal of the Proceedings of the City Council of the City of Chicago*, as follows:

an ordinance (PO2007-6003) correcting page 104021 from the *Journal of the Proceedings of the City Council of the City of Chicago* of May 9, 2007 (Clerk del Valle);

an ordinance (PO2007-6079) correcting page 84345 from the *Journal of the Proceedings of the City Council of the City of Chicago* of September 13, 2006 (Clerk del Valle); and

an ordinance (PO2007-899) correcting page 83791 from the *Journal of the Proceedings of the City Council of the City of Chicago* of September 13, 2006 (Alderman Troutman),

having had the same under advisement, begs leave to report and recommend that Your Honorable Body do *Pass* the ordinances transmitted herewith.

This recommendation was concurred in by a viva voce vote of the member of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) RICHARD F. MELL,
Chairman.

On motion of Alderman Mell, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

Alderman Carothers 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):

May 9, 2007.

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

SECTION 1. That the ordinance amending Title 2 of the Municipal Code of Chicago by addition of new Chapter 57, referred to the Committee on Police and Fire on May 9, 2007, is hereby corrected by deleting therefrom "Chapter 87" appearing in the fourteenth line from the bottom of page 104021 of the *Journal of the Proceedings of the City Council of the City of Chicago* of such date and inserting in lieu thereof "Chapter 84".

SECTION 2. This ordinance shall take effect after its passage.

September 13, 2006.
(Page 84345)

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

SECTION 1. That the ordinance amending Title 9, Chapter 64, Section 170 of the Municipal Code of Chicago concerning parking restrictions of commercial trucks on business and residential streets, passed by the City Council on September 13, 2006 and printed on pages 84343 through 84345 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby corrected by deleting "Section 1" appearing in the sixteenth line from the top of page 84345 and inserting in lieu thereof "Section 2".

SECTION 2. This ordinance shall be in force after its passage.

September 13, 2006.
(page 83791)

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

SECTION 1. That an ordinance passed by the City Council on September 13, 2006, issuing all necessary permits, free of charge, for new construction and/or rehabilitation at specified locations, be and the same is hereby amended by striking therefrom, the following on page 83791 of the *Journal of the Proceedings of the City Council of the City of Chicago:*

"Institute of Christ the King Sovereign Priest on the premises known as the Shrine of the Christ the King Sovereign Priest, 6415 South Woodlawn Avenue".

and inserting in lieu thereof:

"Institute of Christ the King Sovereign Priest on the premises known as the Shrine of Christ the King Sovereign Priest, 6401 -- 6409 South Woodlawn Avenue".

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Re-Referred -- AMENDMENT OF TITLE 4, CHAPTER 60, SECTIONS 022 AND 023 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW SUBSECTIONS 022 (10.1 THROUGH 10.347) AND 023 (10.1 THROUGH 10.347) WHICH WOULD DISALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR AND PACKAGE GOODS LICENSES ON PORTIONS OF VARIOUS PUBLIC WAYS WITHIN TENTH WARD.

The Committee on Committees, Rules and Ethics submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Ethics, having had under consideration an ordinance amending Section 4-60-022, restrictions on additional licenses for the sale of alcoholic liquor, for consumption on premise, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Re-Refer* the proposed ordinance transmitted herewith to the Committee on License and Consumer Protection.

This recommendation was concurred in by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) RICHARD F. MELL,
Chairman.

On motion of Alderman Mell, the committee's recommendation was *Concurred In* and the said proposed ordinance transmitted with the foregoing committee report was *Re-Referred to the Committee on License and Consumer Protection* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

COMMITTEE ON ECONOMIC, CAPITAL AND TECHNOLOGY DEVELOPMENT.

APPROVAL OF AMENDMENT NUMBER 12 TO CLYBOURN/OGDEN REDEVELOPMENT PLAN.

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, having had under consideration a proposed ordinance introduced by Mayor Richard M. Daley authorizing Amendment Number 12 to the Clybourn/Ogden Redevelopment Area Plan, begs leave to recommend that Your Honorable Body *Pass* said ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of all Committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) MARGARET LAURINO,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City has established the Community Development Commission (the "Commission"), as successor to the rights, powers, duties and obligations of the former Department of Urban Renewal and the former Commercial District Development Commission to, among other things, designate redevelopment and conservation areas and create redevelopment plans for such areas, subject to the approval of the City Council; and

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City of Chicago ("City Council") on December 20, 1967 and published at pages 2019 -- 2021 of the *Journal of the Proceedings of the City Council of the City of Chicago* of such date ("*J.O.P.*"), as amended by Amendment Number 1 on July 13, 1977 (*J.O.P.*, page 5705), Amendment Number 2 on April 5, 1978 (*J.O.P.*, page 7500), Amendment Number 3 on September 13, 1978 (*J.O.P.*, pages 8314 and 8315), Amendment Number 4 on August 26, 1986 (*J.O.P.*, pages 33191 and 33192), Amendment Number 5 on February 5, 1998 (*J.O.P.*, pages 61836 -- 61839), Amendment Number 6 on February 10, 1999 (*J.O.P.* pages 89214 -- 89217), Amendment Numbers 7, 8 and 9 on November 3, 1999 (*J.O.P.*, pages 13927 -- 13932 and 13960 -- 13967), Amendment Number 10 on November 6, 2002 (*J.O.P.*, pages 95912 -- 95916), and Amendment Number 11 on March 29, 2006 (*J.O.P.*, pages 73616 -- 73618) and as the same may be further amended by this amendment and hereafter from time to time, a certain Clybourn/Ogden Redevelopment Plan ("Plan") was approved by the City Council of Chicago; and

WHEREAS, By Resolution Number 07-CDC-67, adopted on August 14, 2007, the Commission approved Amendment Number 12 to the Plan, attached hereto as Exhibit A to this ordinance; and

WHEREAS, The City Council has reviewed Amendment Number 12 to the Plan and has determined that it complies with contemporary principals of urban planning and the general recommendations of the Commission; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. Amendment Number 12 to the Clybourn/Ogden Redevelopment Plan is hereby approved.

SECTION 3. The Commissioner of D.P.D. is authorized to execute such documents as may be necessary to implement the provisions of this ordinance, subject to the approval of the Corporation Counsel.

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 5. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall be effective upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Amendment Number 12

Clybourn/Ogden Redevelopment Plan

August 14, 2007.

The Clybourn/Ogden Redevelopment Plan, as approved by the City Council of the City of Chicago in December 20, 1967, and amended by Amendment Number 1 on July 13, 1977, by Amendment Number 2 on April 5, 1978, by Amendment Number 3 on September 13, 1978, by Amendment Number 4 on August 28, 1986, by Amendment Number 5 on January 27, 1998, and by Amendment Number 6 on February 10, 1999, Amendments Number 7, Number 8 and Number 9 on November 3, 1999, Amendment Number 10 on November 2, 2002 and Amendment Number 11 on March 29, 2006 is hereby amended as follows:

1. The area bounded by North Halsted Street on the west; North Clybourn Avenue to the north and east, North Ogden Avenue to the south and east and a line approximately sixty (60) feet south of the south line of West Eastman Street extended east to North Ogden Avenue to the south, shall be designated as "Residential-Commercial".

   Uses to be permitted in this area shall include residential and commercial uses and parking uses.

2. The Land-Use Plan map dated August, 2002 shall be replaced by the Land-Use Plan map dated August, 2007.

COMMITTEE ON ENERGY, ENVIRONMENTAL PROTECTION AND PUBLIC UTILITIES.

AMENDMENT OF TITLES 2, 7 AND 11 OF MUNICIPAL CODE OF CHICAGO CONCERNING PUBLIC NUISANCE CESSATION AND ABATEMENT.

The Committee on Energy, Environmental Protection and Public Utilities submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Committee on Energy, Environmental Protection and Public Utilities, for which a meeting was held on September 25, 2007 and having had under consideration an ordinance that was introduced by Mayor Richard M. Daley (referred on July 19, 2007, and substituted on September 25, 2007) amending Chapter 11-4 of the Municipal Code regarding public nuisance cessation and abatement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote the members of the Committee.

Respectfully,

(Signed) VIRGINIA A. RUGAI,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

Alderman Carothers 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. Chapter 11-4 of the Municipal Code of Chicago is hereby amended by adding new Sections 11-4-025, 11-4-030 and 11-4-1585, and by deleting the language stricken through and by inserting the language underscored, as follows:

11-4-025 Public Nuisance Cessation And Abatement.

(a) Definitions.

(1) For the purposes of Chapter 11-4 of this Code, "imminent and substantial risk to the public health or safety or to the environment shall include a threat to human health or safety or to the environment that is expected to occur within a reasonably short time, or that is present now, although the impact of the threat may not be felt until later.

(2) For the purposes of this section, "cease and desist" or "cessation" shall mean stopping or suspension or bringing an end to a particular course of action or conduct, including but not limited to the closure of any business or part of any business or the closure or dismantling of any equipment.

(3) For the purposes of this section, "abate" or "abatement" shall include the remediation or correction of any activity or condition that amounts to a public nuisance or a violation of any of the provisions of this Code which are under the jurisdiction of the commissioner or the rules and regulations promulgated thereunder or the conditions of any permit or authorization issued thereunder, including but not limited to the controlling, sealing, removing or disposing of any such activity or condition.

(4) For the purposes of subsection (b)(4) of this section, "current threat" shall mean an emergency that (i) poses a direct and serious threat to human health or safety or to the environment, and (ii) which is occurring now.

(b) Emergency Cessation And Abatement.

(1) Emergency Cessation -- Authority. The commissioner is hereby authorized to issue an emergency cessation order to any person who the commissioner concludes is (i) causing, creating or contributing to any activity or condition that poses an imminent and substantial risk to the public health or safety or to the environment; or (ii) operating a facility or conducting an activity without a required permit or other written authorization issued by the commissioner.

(2) Emergency Abatement -- Authority. In the event that the commissioner

concludes that any person is causing, creating or contributing to any activity or condition that has created, or is creating, an imminent and substantial risk to the public health or safety or to the environment, then the commissioner may order such person to abate the risk within a time frame prescribed by the commissioner.

(3) Duty To Comply. Upon service of an order issued under this subsection (b), the person to whom the order is issued shall immediately comply with the requirements of the order. The duty to comply with such order shall arise at the moment of service of the order and shall continue until the time of cancellation, if any, of such order by the commissioner, or until the order automatically expires in accordance with subsection (b)(9) of this section. Submittal of a demand for hearing as set out in subsection (b)(6) of this section shall not relieve any person of the duty to comply with the order issued by the commissioner.

(4) Authority To Abate.

(i) If the person to whom an order was issued under this subsection(b) does not comply with the requirements in the order as ordered by the commissioner, then the commissioner may undertake any abatement activities reasonably necessary to correct any imminent and substantial risk to the public health or safety or to the environment.

(ii) Nothing in this subsection shall be construed to prevent the commissioner from acting without issuing an emergency abatement or emergency cessation order, where issuing such order is not practicable and the activity or condition poses a current threat to public health or safety or to the environment, nor shall this section be construed to deny any common law right to anyone to abate a nuisance.

(5) Cancellation Of Order. The commissioner shall cancel a cessation or abatement order issued by the commissioner in accordance with this subsection (b) when the commissioner determines that the person to whom an order was issued has complied with the requirements in the order as ordered by the commissioner. Cancellation of the commissioner's order shall be made in writing and shall be served in the same manner as an order or notice may be served.

(6) Demand For A Hearing. The person to whom an order was issued pursuant to this subsection (b) shall have 14 calendar days from the service date of the order to notify the commissioner, on the appropriate form as provided by the commissioner, of her or his demand for a hearing. Failure to notify the commissioner of a demand for a hearing in accordance with this subsection shall constitute a waiver of the opportunity for a hearing.

(7) Initiation Of A Hearing. Within 7 calendar days of receiving a demand for

a hearing on the appropriate form as provided by the commissioner, the commissioner shall initiate an administrative hearing in the department of administrative hearings, environmental safety hearings division, specifying the basis for the order, any related violations alleged in the order, and any allegation of noncompliance with such order. At the time of initiating such hearing, the commissioner shall serve notice upon the person demanding the hearing of the date, time, the location of the hearing, and the penalties for failure to appear at the hearing.

(8) Hearing. The hearing shall be commenced in the department of administrative hearings, environmental safety hearings division, no later than 14 calendar days after the date on which the commissioner received the demand for such hearing, unless a later hearing date is scheduled upon mutual consent of the parties. Upon the conclusion of the hearing, in addition to the finding of liability or no liability and imposing of fines and penalties consistent with this section, the administrative hearings officer shall have the authority to affirm or vacate the commissioner's order.

(9) Expiration Of Order. If a hearing is not initiated or commenced in accordance with the terms set out in subsection (b)(7) or subsection (b)(8) above, then the order that would have been the subject of such hearing shall expire at 11:59 P.M. on the fourteenth calendar day after the date on which the commissioner received notice of the demand for a hearing or at 11:59 P.M. on the hearing date scheduled upon mutual consent of the parties.

(c) Non-Emergency Cessation And Non-Emergency Abatement.

(1) Non-Emergency Cessation -- Authority. The commissioner is hereby authorized to issue a non-emergency cessation order to any person, in the event that the commissioner determines that any such person is violating any of the provisions of this Code which are under the jurisdiction of the commissioner or the rules and regulations promulgated thereunder or the conditions of any permit or authorization issued thereunder, but such violation does not pose an imminent and substantial risk to the public health or safety or to the environment as defined in subsection (a)(1) above.

(2) Non-Emergency Abatement -- Authority. If the commissioner determines that any person is violating any of the provisions of this Code which are under the jurisdiction of the commissioner or the rules and regulations promulgated thereunder or the conditions of any permit or authorization issued thereunder, but such violation has not created, or is not creating, an imminent and substantial risk to the public health or safety or to the environment as defined in subsection (a)(1) above, then the commissioner may provide the person with a written order to address and correct the violation(s) within a time frame prescribed by the commissioner.

(3) Cancellation Of Order. The commissioner shall cancel a cessation or abatement order issued by the commissioner in accordance with this subsection (c) when the commissioner determines that the person to whom an order was issued has complied with the requirements in the order as ordered by the commissioner. Cancellation of the commissioner's order shall be made in writing and shall be served in the same manner as an order or notice may be served.

(4) Demand For A Hearing. Any person to whom the commissioner issues an order under this subsection (c) shall comply with such order as ordered by the commissioner; provided, however, that if the person contests the order, she or he shall notify the commissioner within 15 calendar days from the service date of the order, on the appropriate form as provided by the commissioner, of her or his demand for a hearing. If the person notifies the commissioner of her or his demand for a hearing in accordance with this subsection, the order shall be stayed by the commissioner until the department of administrative hearings issues a final determination finding the person liable for one or more of the violations, or not liable for any of the violations, specified in the commissioner's order, or affirming or vacating the commissioner's order. Failure to notify the commissioner of a demand for a hearing in accordance with this subsection shall constitute a waiver of the opportunity for a hearing, and the person to whom the commissioner issued an order shall comply with the order and shall not recommence any operations or activities prohibited by such order unless the order is cancelled by the commissioner.

(5) Initiation Of A Hearing. Within 30 calendar days of receiving a demand for a hearing on the appropriate form as provided by the commissioner, the commissioner shall initiate an administrative hearing in the department of administrative hearings, environmental safety hearings division, specifying the basis for the order, and any related violations alleged in the order. At the time of initiating such hearing, the commissioner shall serve notice upon the person demanding the hearing of the date, time, the location of the hearing, and the penalties for failure to appear at the hearing. Upon the conclusion of the hearing, in addition to the finding of liability or no liability and imposing of fines and penalties consistent with this section, the administrative hearings officer shall have the authority to affirm or vacate the commissioner's order.

(6) Expiration Of Order. If a hearing is not initiated in accordance with the terms set out in subsection (c)(5) above, then the order that would have been the subject of such hearing shall expire at 11:59 P.M. on the thirtieth calendar day after the date on which the commissioner received notice of the demand for a hearing.

(7) Authority To Abate. If (i) the person to whom an order was issued under this subsection (c) does not comply with the requirements in the order as ordered by the commissioner, and does not notify the commissioner of her or his demand for a hearing as provided in subsection (c)(4), or (ii) if any person does not comply with the requirements in the order after the department of administrative hearings

has affirmed the commissioner's order, and such order has not been stayed by a court of competent jurisdiction, then the commissioner may proceed to control, remove, dispose or otherwise abate the nuisance.

(d) Order Or Notice.

(1) Content. The order or notice issued by the commissioner under this section shall (i) be in writing; (ii) specify the activities to be ceased or the nuisance to be abated or the violation(s) to be corrected; (iii) specify the time frame within which the activities must be ceased or the nuisance must be abated or the violation(s) must be corrected; (iv) specify any related violations, for which the commissioner seeks any remedy, that the person to whom such order or notice is issued is alleged to have committed; (v) inform such person of the time and manner to request a hearing before the department of administrative hearings, to present evidence as to why the person is not liable for all or any of the violations specified in the commissioner's order, and/or why the order should be vacated, and to contest any allegations specified in the order; and (vi) inform such person of the consequences of failing to request a hearing, and the consequences of failing to comply with the order or notice.

(2) Manner Of Service. An order or notice issued by the commissioner under this section shall be served (i) by first class or priority mail, or express courier service at the person's residence address or, if the person is a business entity, at any mailing address identified for its registered agent or at its principal place of business; or (ii) by facsimile transmission or e-mail at the person's facsimile or e-mail address or, if the person is a business entity, at the facsimile or e-mail address identified for its registered agent; or (iii) by personal service, including personal service upon an employee or agent of the alleged violator at a place of business of the alleged violator or otherwise if such service is reasonably calculated to give the alleged violator actual notice; or (iv) if service cannot be made by either of (i) or (ii) or (iii) above, when the alleged violator is the owner or manager of the property by posting a copy of the order or notice on the front entrance of the building or other structure where the violation is found, or if the property is unimproved or fenced off, by posting a copy of the order or notice in a prominent place upon the property where the violation is found.

(3) Date Of service. An order or notice issued by the commissioner under this section shall be deemed served (i) four days after mailing if issued by first class mail, (ii) upon delivery confirmation or four days after delivery to the United States Postal Service for delivery by priority mail with delivery confirmation if issued by priority mail, whichever occurs sooner, (iii) upon delivery confirmation or four days after delivery to an express courier service if issued by express courier service, whichever occurs sooner, (iv) at 9:00 A.M. on the next business day if issued by facsimile transmission or e-mail, (v) upon delivery if issued by personal service,

or (vi) upon posting of the copy of the order or notice if issued as provided in subsection 11-4-025(d)(2)(iv) above.

(e) Penalty, Cost Recovery And Remedies.

(1) Penalty. Failure to comply with an order or notice issued under this section constitutes a violation of this section and is a separate and distinct violation from any related or unrelated violations of any other provision of this Code. Any person who violates subsection (b) of this section shall pay a penalty of $5,000 per day for every day the person is in violation; and any person who violates subsection (c) of this section shall pay a penalty of $500 per day for every day the person is in violation. Such person incurs daily penalties for her or his violations of an order or a notice during the pendency of that order or notice, regardless whether that order or notice is ultimately cancelled or modified by the commissioner.

(2) Cost Recovery. The city shall be authorized to bring a civil action to recover penalties from the person to whom an order or notice was issued under this section, and up to the amount of three times the abatement costs incurred by the department plus its attorney fees may be recovered in an appropriate action instituted by the corporation counselor or in a proceeding initiated by the commissioner at the department of administrative hearings.

(3) Liability. In addition to the penalties set forth herein-above, any person adjudicated liable for any related or unrelated offenses alleged by the commissioner in an administrative hearing held pursuant to this section shall also be liable for all applicable penalties for those violations.

(4) Injunction. In addition to any other remedies, penalties or means of enforcement, the commissioner may request the corporation counsel to make application on behalf of the city to any court of competent jurisdiction for an injunction requiring compliance with this section or for such other order as the court may deem necessary or appropriate to secure such compliance.

11-4-030 Violation -- Penalty.

(a) Any person who operates a facility without a required permit or written authorization from the commissioner shall pay a penalty of not less than $1,000 nor more than $5,000 for each offense. Each day that a violation continues shall constitute a separate and distinct offense.

(b) Any person who operates a facility requiring a permit or written authorization from the commissioner, where such operation (1) exceeds or does not comply with the facility's plans and specifications as reviewed and approved by the commissioner; or (2) violates any condition imposed by the permit or authorization; or (3) violates any provisions of this chapter applicable to the operation or any

regulation promulgated thereunder shall pay a penalty of not less than $300 nor more than $1,000 for the first violation; not less than $500 nor more than $1,500 for the second (2nd) violation for the same offense within one year; and not less than $750 nor more than $5,000 for the third and each subsequent violation for the same offense within one year for each offense. Each day that a violation continues shall constitute a separate and distinct offense.

(c) In addition to the penalties provided in this section, in addition to the grounds for permit revocation provided elsewhere in this chapter, and in addition to any special permit condition imposed during the issuance of a permit or authorization, the commissioner may revoke, suspend or specially condition, a permit or written authorization, at any time if the permitted person or entity, any owner or officer of the permitted entity, or any person having control of the permitted entity or any of its operations, has:

1) violated any provisions of this chapter relevant to the permit or authorization or any regulation promulgated thereunder;

2) violated any term or condition of the permit or authorization;

3) violated the Chicago Zoning Ordinance relevant to the permit or authorization or any regulation promulgated thereunder; or

4) knowingly submitted a materially false or inaccurate statement in the permit or authorization application or any other document submitted to the commissioner in support of such application. The commissioner shall send notice of any permit revocation or suspension to the permittee in accordance with the applicable provisions of subsection (d) of Section 11-4-025 of this Code, and provide any such permittee an opportunity to demand a hearing in accordance with the procedures set forth in subsection (c) of Section 11-4-025 of this Code.

(d) In addition to the penalties provided in this section, the commissioner may issue an emergency or non-emergency cessation or abatement order in accordance with the provisions of Section 11-4-025 of this Code.

11-4-1585 Person Responsible For Waste Removal.

(a) Any owner, occupant, agent, or person in possession or control of any residence or business or lot or unimproved parcel of real estate shall remove or cause to be removed any waste located on any such residence or place of business or lot or real estate, or any portion thereof. Any unremoved waste is hereby declared to be a public nuisance. Any owner or other person found in violation of this section shall be punished by a penalty of not less than $500.00 and not more

than $1,000.00 for each offense and each day that such a violation continues shall constitute a separate and distinct offense. This section shall not apply to any governmental entity nor to any owner upon whose lot or parcel such material is permitted to accumulate pursuant to a properly issued license or permit in accordance with zoning provisions of this Code governing special uses in general and heavy manufacturing districts. For purposes of this section, an "agent" of any unimproved lot shall include a person who contracts with the federal government or any of its agencies, including without limitation the department of housing and urban development, to care for vacant residential real estate.

(b) In the event that the commissioner determines that any activity or condition in violation of the provisions of this section has created, or is creating an imminent and substantial risk to the public health or safety or to the environment, then the commissioner may issue an emergency abatement order, and may require any residence or business or lot or unimproved parcel of real estate to be immediately closed or secured, or may abate the nuisance in accordance with the provisions of Section 11-4-025 of this Code.

(c) If the commissioner determines that any person is violating any of the provisions of this section, but such violation has not created, or is not creating an imminent and substantial risk to the public health or safety or to the environment, then the commissioner may provide such person with a written order to abate the nuisance within a time frame prescribed by the commissioner. In the event that any such person fails to abate such nuisance in accordance with the commissioner's order to abate, then the commissioner may proceed to control, remove, dispose or otherwise abate the nuisance in accordance with the provisions of Section 11-4-025 of this Code.

(d) In addition to any other penalties imposed in this article, the city shall be entitled to recover a penalty in the amount up to three times the cost or expense incurred by the city in abating the nuisance in an appropriate action instituted by the corporation counsel or in a proceeding initiated by the commissioner at the department of administrative hearings.

11-4-120 Definitions.

(Omitted text is unaffected by this ordinance.)

"Public nuisance". A violation of any emission limitation, performance standard or permit requirement set forth in this chapter shall be deemed and is hereby declared to be a public nuisance and as such is subject to ~~be summarily abated~~ abatement and/or cessation as provided for in ~~Section 11-4-030(17)~~ Section 11-4-025 of this Code. Such abatement may be in addition to the administrative proceedings, fines and penalties herein provided.

(Omitted text is unaffected by this ordinance.)

11-4-250 Waste Handling Facilities -- Permit Required.

It shall be unlawful for any person to install or to construct or to operate any liquid waste handling facility, resource recovery facility, incinerator, sanitary landfill, transfer station or any facility that disposes, handles or treats any waste in the City of Chicago without having obtained a written permit from the commissioner. No changes, additions, expansions or extensions to any such facility shall be made without having obtained a written permit from the commissioner. For purposes of this section, an expansion or extension shall refer to an increase in the horizontal and/or vertical permitted limits of a facility or an increase in the handling or treating capacity of a facility; provided, however, the definition of expansion with respect to sanitary landfills shall be as set forth in Section 11-4-120.

Any operation at any such facility which exceeds or does not comply with the plans and specifications of the facility reviewed and approved by the commissioner pursuant to the permit application, or which violates any of the conditions imposed by the permit, or which violates any provisions of this chapter or regulations promulgated hereunder will constitute grounds for revocation of the permit.

Penalties imposed for violations of this section shall be as provided in Section 11-4-030 of this Code.

11-4-320 ~~Show Cause Order -- Hearing~~ Violation Of Pollution Standard.

Whenever the commissioner shall determine that any pollution standard in this chapter is ~~continually~~ violated the commissioner may issue an emergency or non-emergency cessation order or an emergency or non-emergency abatement order in accordance with the provisions of Section 11-4-025 of this Code ~~whomsoever~~ to the person who causes such violation to occur ~~to show cause why such violation should not be immediately abated. The offenders shall be notified in writing of the specific time and place of such hearing. In addition, the notice shall be served personally or by first class or express mail or by overnight carrier at least seven days before such hearing. This last notice herein provided shall be directed to the last known address of the person to be notified, or if such person or his whereabouts is unknown, then by posting a notice on or near the premises at which the violation is occurring. Prior to the exercise of exclusive jurisdiction by the department of administrative hearings in accordance with Section 2-14-190(c) of this Code, the hearing may be conducted by the commissioner of his designee. After the exercise of such jurisdiction, the commissioner shall institute an action with the department of administrative hearings which shall conduct the hearing and make a final determination. Upon the date specified in the notice, such person may appear at such hearing in person or by an attorney appearing on his behalf. If the offender of his attorney fails to appear at such hearing or if upon conclusion of such~~

~~hearing the commissioner or the administrative law officer finds that there are violations of this chapter, he or she may enter an order revoking any certificate of operation or permit outstanding and direct that the offending process or equipment be sealed by an inspector or other authorized agent of the commissioner.~~

11-4-640 Public Nuisance Abatement.

Any emission of smoke, particulate matter or other matter from any single such source in excess of the limitation established in or pursuant to Sections 11-4-600, 11-4-610 and 11-4-690 shall be deemed and is hereby declared to be a public nuisance and the commissioner may ~~be summarily abated by the commissioner~~ issue an emergency or a non-emergency cessation order or an emergency or a non-emergency abatement order in accordance with the provisions of Section 11-4-025 of this Code to any person who causes such nuisance. Such cessation or abatement order may be in addition to the administrative proceedings, fines and penalties herein provided.

The commissioner is further empowered to institute legal proceedings for the abatement or prosecution of emissions of smoke, particulate or other matter which cause injury, detriment, nuisance or annoyance to the public, or cause or has a natural tendency to cause injury or damage to business or property. Such abatement may be in addition to the administrative proceedings, fines and penalties herein provided.

11-4-790 Commissioner -- Jurisdiction And Authority.

The commissioner shall have jurisdiction and authority over the sources of any matter, material or substance likely to be scattered by the wind or susceptible to becoming airborne or a contributing factor to atmospheric pollution and shall have authority to ~~abate windborne nuisances~~ issue an emergency or non-emergency cessation order or an emergency or non-emergency abatement order in accordance with the provisions of Section 11-4-025 of this Code to any person who caused the windborne nuisance, and to instigate prosecutions for violations of any provision of this chapter or any other chapter of this Code relating to the eradication or control of matter susceptible to being windborne. For the purpose of minimizing atmospheric pollution, the commissioner ~~shall~~ may prescribe reasonable, specific operating and maintenance practices for buildings, structures, premises, open areas, automobiles and/or truck parking and sales lots, private roadways, rights-of-way, storage piles of materials, yards, vessels, vehicles, construction, sandblasting, alteration, building, demolition or wrecking operations and any other enterprise which has or involves any matter, material or substance susceptible to being windborne and for the handling, transportation, disposition or other operation with respect to any material subject to being windborne, which practices shall be embodied in the Code of recommended practices.

11-4-1460 Enforcement.

(Omitted text is unaffected by this ordinance.)

(c) In addition to any other penalties imposed under this section, the commissioner shall have the authority to issue ~~cease and desist orders~~ an emergency or a non-emergency cessation order in accordance with the provisions of Section 11-4-025 of this Code to stop any person from proceeding with any activity regulated under Sections 11-4-1410 through 11-4-1450 when the commissioner has reason to believe that such activity either is proceeding in violation of any provision under those sections or is otherwise in contravention of the public interest. ~~The commissioner shall halt such activity until such time as the ordinance violations or public interest issues have been addressed or corrected to the satisfaction of the commissioner. Any person violating a cease and desist order issued by the commissioner shall be subject to a penalty of $5,000.00 per day for every day the person is in violation of the order. The cease and desist order shall also provide the owner or operator with a reasonable opportunity to be heard by the commissioner or his designee and present information as to why the order should be modified or rescinded. If the party to whom an order has been issued does not comply with the public nuisance abatement requirements in the order within a reasonable amount of time as determined by the commissioner, then, after providing the owner or operator with an opportunity to be heard, the department may complete any reasonably necessary abatement activities. Thereafter, the city shall be authorized to bring a civil action to recover penalties from the owner or operator equal to the amount of three times the abatement costs incurred by the department plus its attorney fees and to place, and subsequently foreclose on, a lien upon the property involved, if necessary, to secure the recovery of its costs and fees.~~

(d)(l) Emergency Abatement. In the event that the commissioner determines that any activity in violation of Section 11-4-1410, 11-4-1420, 11-4-1440 or 11-4-1450 has created, or is creating, an imminent and substantial ~~threat to the environment or the public's health, safety, or welfare~~ risk to the public health or safety or to the environment, then the commissioner ~~shall order the owner of the vehicle, the operator of the vehicle, and any other person involved in the performance of the subject activity to abate the threat in the manner and within a time frame prescribed by the commissioner. In the event that any person fails to abate such threat in accordance with the commissioner's order, the commissioner may proceed to control, remove, dispose or otherwise abate the threat~~ may issue an emergency abatement order or may abate the nuisance in accordance with the provisions of Section 11-4-025 of this Code.

(2) Non-Emergency Abatement. In the event that the commissioner determines that any activity in violation of Section 11-4-1410, 11-4-1420, 11-4-1440 or 11-4-1450 has not created, or is not creating, an imminent and substantial ~~threat to the public's health, safety or welfare~~ risk to the public health or safety or to the environment, the commissioner ~~shall~~ may provide the owner of the vehicle, the operator of the vehicle or any other person involved in the performance of the

subject activity with written notice to abate the nuisance ~~in~~ within ~~the manner~~ a time frame prescribed by the commissioner ~~within three days from receipt of the notice~~. In the event that any person fails to abate such nuisance in accordance with the commissioner's notice to abate, the commissioner may proceed to control, remove, dispose or otherwise abate the nuisance in accordance with the provisions of Section 11-4-025 of this Code.

(3) In addition to any other penalties imposed in this subsection (a), the city shall be entitled to recover a penalty ~~in the amount equal to three times the cost or expense incurred by the city in abating the nuisance in an appropriate action instituted by the corporation counsel~~ or cost as provided in Section 11-4-025 of this Code.

(Omitted text is unaffected by this ordinance.)

11-4-1600 Violation Of Section 7-28-390, 7-28-440 Or 11-4-1500 -- Penalty.

(Omitted text is unaffected by this ordinance.)

(c) The commissioner shall have the authority to issue ~~cease and desist orders~~ an emergency or a non-emergency cessation order in accordance with the provisions of Section 11-4-025 of this Code to stop any person from proceeding with any activity regulated under Section 7-28-390, 7-28-440 or 11-4-1500 when the commissioner has reason to believe that such activity either is proceeding in violation of any provision under those sections or is otherwise in contravention of the public interest. ~~The commissioner shall halt such activity until such time as the ordinance violations or public interest issues have been addressed or corrected to the satisfaction of the commissioner. Any person violating a cease and desist order issued by the commissioner shall be subject to a penalty of $5,000.00 per day for every day the person is in violation of the order. The cease and desist order shall also provide the owner or operator with a reasonable opportunity to be heard by the commissioner or his designee and present information as to why the order should be modified or rescinded. If the party to whom an order has been issued does not comply with the public nuisance abatement requirements in the order within a reasonable amount of times as determined by the commissioner, then, after providing the owner or operator with an opportunity to be heard, the department may complete any reasonably necessary abatement activities. Thereafter, the city shall be authorized to bring a civil action to recover penalties from the owner or operator equal to the amount of three times the abatement costs incurred by the department plus its attorney fees and to place, and subsequently foreclosure on, a lien upon the property involved, if necessary, to secure the recovery of its costs and fees. The penalties for the recovery of costs shall be in addition to any penalties imposed pursuant to subsection (a) of this section.~~

(d)(1) Emergency Abatement. In the event that the commissioner or the commissioner of streets and sanitation determines that any activity in violation of Section 7-28-390, 7-28-440, or 11-4-1500 has created, or is creating, an imminent and substantial ~~threat to the environment or the public's health, safety, or welfare~~ risk to the public health or safety or to the environment, then the commissioner or the commissioner of streets and sanitation ~~shall~~ may order the owner of the vehicle, the operator of the vehicle, and any other person involved in the performance of the subject activity to abate the threat ~~in the manner and~~ within a time frame prescribed by the commissioner or the commissioner of streets and sanitation. In the event that any person fails to abate such threat in accordance with the commissioner's or the commissioner of streets and sanitation's order, the commissioner or the commissioner of streets and sanitation may proceed to control, remove, dispose or otherwise abate the threat.

(2) Non-emergency Abatement. In the event that the commissioner or the commissioner of streets and sanitation determines that any activity in violation of Section 7-28-390, 7-28-440 or 11-4-1500 has not created, or is not creating, an imminent and substantial ~~threat to the public's health, safety or welfare~~ risk to the public health or safety or to the environment, the commissioner or the commissioner of streets and sanitation ~~shall~~ may provide the owner of the vehicle, the operator of the vehicle or any other person involved in the performance of the subject activity with written notice to abate the nuisance ~~in~~ within ~~the manner~~ a time frame prescribed by the commissioner or the commissioner of streets and sanitation ~~within three days from receipt of the notice~~. In the event that any person fails to abate such nuisance in accordance with the commissioner's or the commissioner of streets and sanitation's notice to abate, the commissioner or the commissioner of streets and sanitation may proceed to control, remove, dispose or otherwise abate the nuisance in accordance with the provisions of this Code.

(3) In addition to any other penalties imposed in this section, the city shall be entitled to recover a penalty in the amount ~~equal~~ up to three times the cost or expense incurred by the city in abating the nuisance in an appropriate action instituted by the corporation counsel or in a proceeding initiated by the departments of environment or streets and sanitation at the department of administrative hearings.

(Omitted text is unaffected by this ordinance.)

11-4-1935 Construction Site Reprocessing Authorization.

(Omitted text is unaffected by this ordinance.)

(d) Penalty For Violation. ~~Any person who violates any provision of subsection (a) of this section or any regulation promulgated under subsection (b) of this section shall be fined not less than $100.00 and not more than $500.00 for each offense~~

Penalties imposed for violations of this section shall be as provided in Section 11-4-030 of this Code.

11-4-2050 Enforcement.

A. Public Nuisance Cessation. The commissioner may issue an emergency cessation order in accordance with the provisions of Section 11-4-025 of this Code, and may require a reprocessable construction/demolition material facility to be immediately closed and secured against entry upon discovery of (i) an imminent and substantial risk to the public health or safety or to the environment caused by the presence, treatment or storage of any reprocessable construction/demolition material, or other activity on the premises, in violation of this article, a reprocessable construction/demolition material facility permit or its conditions or the rules and regulations promulgated hereunder; or (ii) the facility is being operated without a required permit. The commissioner may also issue a non-emergency cessation order in accordance with the provisions of Section 11-4-025 of this Code, if he or she determines that any person is violating any ofthe provisions of this article, but such violation does not pose an imminent and substantial risk to the public health or safety or to the environment.

~~A~~B. Public Nuisance Abatement. Any unpermitted reprocessable construction/demolition material facility shall be deemed and is hereby declared to be a public nuisance and an ordinance violation and shall be subject to ~~summary~~ the abatement procedures provided in Section 11-4-025 of this Code. If the commissioner determines that such nuisance has created, or is creating an imminent and substantial risk to the public health or safety or to the environment, then the commissioner may issue the owner an emergency abatement order or may abate the nuisance, in accordance with the provisions of Section 11-4-025 of this Code. If the commissioner determines that such a nuisance has not created, or is not creating an imminent and substantial risk to the public health or safety or to the environment, then the commissioner may provide the owner with a written order to abate the nuisance within a time frame prescribed by the commissioner. In the event that any person fails to abate such nuisance in accordance with the commissioner's order to abate, then the commissioner may proceed to control, remove, dispose or otherwise abate the nuisance in accordance with the provisions of Section 11-4-025 of this Code. Such abatement shall be in addition to the fines and penalties herein provided. ~~The commissioner is empowered to institute appropriate legal proceedings through the corporation counsel for an order directing the owner and/or operator to remove all material and other unpermitted materials from the site at their own expense, and to otherwise clean and remediate the site, and for the abatement of reprocessable construction/demolition material facilities operating without a permit.~~

~~B~~C. Fines. ~~Any person owning and/or operating a facility in violation of any provision of this article shall be personally subject to a fine not to exceed $500.00~~

~~for each ordinance violation, plus court costs and reasonable attorney fees. Each day that a violation continues shall constitute a separate and distinct offense~~ Penalties imposed for violations of any provisions of this article shall be as provided in Section 11-4-030 of this Code. In addition to any other penalties imposed in this article the city shall be entitled to recover a penalty or cost as provided in Section 11-4-025 of this Code.

11-4-2140 Fuel And Lubrication Facilities.

(Omitted text is unaffected by this ordinance.)

(4) In the event that the city is unable to contact an owner or operator of a facility using information provided on a notification form, or as a result of an owner's or operator's failure to provide notification or update a notification, the facility shall be presumed to be abandoned, and the department of environment may, after reasonable efforts to contact the owner or operator, arrange for the closure of the facility, and the abatement of any public nuisances associated with the facility, in accordance with applicable law. Costs incurred by the city in conjunction with such closure and abatement shall be a lien on the property as provided by law. In addition, the owner and operator of the facility shall be jointly and severally liable for ~~a fine~~ costs in an amount ~~equal~~ up to ~~two~~ three times the city's costs of closure and abatement, plus court costs and reasonable attorney's fees. Such fines shall be in addition to any other ~~fines~~ costs and penalties provided herein.

11-4-2160 Powers And Duties Of The Commissioner.

(a) In addition to all other powers and authority generally afforded the commissioner of environment elsewhere under the Municipal Code, the commissioner shall have the following specific powers and responsibilities under this article:

(1) to inspect, sample, or test buildings, facilities, architectural surfaces, or other structures for the purpose of determining compliance with the provisions of this article;

(2) to abate public nuisances created by the demolition, renovation, alteration, repair, cleaning or maintenance of buildings, facilities, architectural surfaces, or other structures in violation of or noncompliance with the provisions of this article; and

(3) to take any other actions, including but not limited to, instituting any legal proceedings or administrative actions required to assure compliance with

the provisions of this article. In addition, the commissioner is authorized to take any ~~summary~~ abatement actions deemed necessary in ~~the event of an emergency or threatened emergency to the public health, safety of welfare or the environment occasioned by any violation or noncompliance with the provisions of this article~~ accordance with the provisions of Section 11-4-025 of this Code.

(b) The commissioner may issue an emergency cessation order in accordance with the provisions of Section 11-4-025 of this Code, and may require any building, facility, architectural surface, or other structure to be immediately closed and secured against entry upon discovery of i) an imminent and substantial risk to the public health or safety or to the environment caused by any activity or condition in violation of any of the provisions of this article, or (ii) any activity or operation is being conducted without a required permit or authorization. The commissioner may also issue a non-emergency cessation order in accordance with the provisions of Section 11-4-025 of this Code, if he or she determines that any person is violating any of the provisions of this article, but such violation does not pose an imminent and substantial risk to the public health or safety or to the environment.

(c) In the event that the commissioner determines that any activity regulated under this article is proceeding in violation of provisions of this article and such activity has created, or is creating an imminent and substantial risk to the public health or safety or to the environment, then the commissioner may issue an emergency abatement order or may abate the nuisance in accordance with the provisions of Section 11-4-025 of this Code.

(d) If the commissioner determines that any activity regulated under this article is proceeding in violation of any of the provisions of this article but that such activity has not created, or is not creating an imminent and substantial risk to the public health or safety or to the environment, the commissioner may provide the property owner, contractor or any other person involved in the performance of the subject activity with a written order to abate the nuisance within a time frame prescribed by the commissioner. In the event that any person fails to abate such nuisance in accordance with the commissioner's order to abate, then the commissioner may proceed to control remove, dispose or otherwise abate the nuisance in accordance with the provisions of Section 11-4-025 of this Code.

(e) In addition to any other penalties imposed in this article, the city shall be entitled to recover a penalty or cost as provided in Section 11-4-025 of this Code.

11-4-2210 Enforcement -- Cease And Desist Orders -- Abatement -- Cost Recovery -- Termination Of City Contracts And Licenses.

(a) Cease And Desist Orders. The commissioner shall have the authority to issue ~~cease and desist orders~~; an emergency or a non-emergency cessation order in accordance with Section 11-4-025 of this Code to stop any person from

proceeding with any activity regulated under this article when the commissioner has reason to believe that such activity either is proceeding in violation of any provision under this article or is otherwise in contravention of the public interest. ~~The commissioner shall halt such activity until such time as the ordinance violations or public interest issues have been addressed or corrected to the satisfaction of the commissioner. Any person violating a cease or desist order issued by the commissioner shall be subject to the civil penalties prescribed in Section 11-4-2200. The cease and desist order shall also provide the owner or operator with a reasonable opportunity to be heard by the commissioner or his designee and present information as to why the order should be modified or rescinded. If the party to whom an order has been issued does not comply with the public nuisance abatement requirements in the order within a reasonable amount of time as determined by the commissioner, then, after providing the owner or operator with an opportunity to be heard, the department may complete any reasonably necessary abatement activities. Thereafter, the department shall be authorized to bring a civil action to recover from the owner or operator three times the abatement costs incurred by the department plus its attorney fees and to place, and subsequently foreclose on, a lien upon the property involved, if necessary, to secure the recovery of its costs and fees. The recovery of costs shall be in addition to any civil penalties imposed pursuant to Section 11-4-2200 above.~~

(b) Emergency Abatement. In the event that the commissioner determines that any activity regulated under this article is proceeding in violation of provisions of this article and such activity has created, or is creating, an imminent and substantial ~~threat to the environment or the public's health, safety, or welfare~~ risk to the public health or safety or to the environment, then the commissioner ~~shall order the property owner, contractor and any other person involved in the performance of the subject activity to abate the threat in the manner and within a time frame prescribed by the commissioner. In the event that any person fails to abate such threat in accordance with the commissioner's order, the commissioner may proceed to control, remove, dispose or other wise abate the threat~~ may issue an emergency abatement order or may abate the nuisance in accordance with the provisions of Section 11-4-025 of this Code.

(c) Non-Emergency Abatement. In the event that the commissioner determines that any activity regulated under this article is proceeding in violation of any of the provisions of this article but that such activity has not created, or is not creating, an imminent and substantial ~~threat to the public's health, safety or welfare~~ risk to the public health or safety or to the environment, the commissioner ~~shall~~ may provide the property owner, contractor or any other person involved in the performance of the subject activity with written notice to abate the nuisance ~~in~~ within ~~the manner~~ a time frame prescribed by the commissioner ~~within three days from receipt of the notice~~. In the event that any person fails to abate such nuisance in accordance with the commissioner's notice to abate, the commissioner may proceed to control, remove, dispose or otherwise abate the nuisance in accordance with the provisions of Section 11-4-025 of this Code.

(d) Cost Recovery. In addition to the penalties prescribed in Section 11-4-2200, the city shall be entitled to recover ~~an amount equal to three times the cost or expense incurred by the city in abating the nuisance in an appropriate action instituted by the corporation counsel~~ a penalty or cost as provided in Section 11-4-025 of this Code.

(Omitted text is unaffected by this ordinance.)

11-4-2680 Violation -- Penalty.

(a) ~~Any person who violates any of the provisions of this article or any rule or regulation promulgated hereunder, or interferes with the performances of the commissioner of the environment in enforcement of this article or the rules and regulations, shall be guilty of a misdemeanor and shall be fined not less than $100.00 nor more than $500.00 for each offense. Subsequent offenses within a period of 180 days shall be punishable by incarceration for not less than seven days and not more than 180 days. All prosecution shall be conducted under the procedure set forth in Section 1-2-1.1 of the Illinois Municipal Code, as amended. Every day on which such violation continues shall be regarded as constituting a separate offense~~ Unless otherwise provided in this article, penalties imposed for violations of any provisions of this article shall be as provided in Section 11-4-030 of this Code.

(b) The commissioner may inspect or cause the inspection of a recycling facility in order to determine compliance with this article, the rules and regulations promulgated hereunder, a recycling facility permit and its conditions and other applicable laws and ordinances. The commissioner may issue an emergency cessation order in accordance with the provisions of Section 11-4-025 of this Code, and may require any such facility to be immediately closed and secured against entry upon discovery of (i) an imminent and substantial risk to the public health or safety or to the environment caused by the presence, treatment or storage of any recycling material, or other activity on the premises, in violation of this article, a recycling material facility permit or its conditions or the rules and regulations promulgated hereunder, or (ii) the facility being operated without a required permit. The commissioner may also issue a non-emergency cessation order in accordance with the provisions of Section 11-4-025 of this Code, if he or she determines that any person is violating any of the provisions of this article, but such violation does not pose an imminent and substantial risk to the public health or safety or to the environment.

(c) If the commissioner determines that any activity regulated under this article is proceeding in violation of provisions of this article and such activity has created, or is creating an imminent and substantial risk to the public health or safety or to the environment, then the commissioner may issue an emergency abatement order

or may abate the nuisance in accordance with the provisions of Section 11-4-025 of this Code.

(d) If the commissioner determines that any activity regulated under this article is proceeding in violation of any of the provisions of this article but that such activity has not created, or is not creating an imminent and substantial risk to the public health or safety or to the environment, the commissioner may provide the property owner, contractor or any other person involved in the performance of the subject activity with written notice to abate the nuisance within a time frame prescribed by the commissioner. In the event that any person fails to abate such nuisance in accordance with the commissioner's notice to abate, then the commissioner may proceed to control, remove, dispose or otherwise abate the nuisance in accordance with the provisions of Section 11-4-025 of this Code.

(e) In addition to any other penalties imposed in this article, the city shall be entitled to recover a penalty or cost as provided in Section 11-4-025 of this Code.

SECTION 2. Chapter 11-4 of the Municipal Code of Chicago is hereby amended by repealing Sections 11-4-340 and 11-4-2670 in their entirety.

SECTION 3. Sections 2-30-030 and 7-28-020 of the Municipal Code of Chicago are hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

2-30-030 Commissioner -- Powers And Duties Designated.

The commissioner of the environment shall have the following powers and duties:

(Omitted text is unaffected by this ordinance.)

(4) To institute necessary proceedings to prosecute violations of Chapter 11-4, Sections 7-28-060, 7-28-070, 7-28-080, 7-28-090, 7-28-120, 7-28-227, 7-28-315, 7-28-360, 7-28-380 through 7-28-420, 7-28-440 through 7-28-470, 7-28-490 through 7-28-510, 7-28-610, 7-28-710 through 7-28-720, 7-28-740 and 7-28-750, of this Code and all other provisions of this Code which the commissioner is expressly authorized to enforce, and to compel the prevention and abatement of the issuance of smoke or gases, solids or liquids or other matter causing air or water pollution, noise or earthshaking vibrations and nuisances arising therefrom;

(Omitted text is unaffected by this ordinance.)

(19) To ~~initiate proceedings to bring about the summary abatement of pollution sources which pose an imminent and serious threat to public health and welfare of the people or which constitute a public nuisance~~ issue an emergency or a non-emergency cessation order or an emergency or a non-emergency abatement order in accordance with the provisions of Section 11-4-025 of this Code.

(Omitted text is unaffected by this ordinance.)

7-28-020 Summary Abatement.

Whenever any nuisance shall be found on any premises within the city, the commissioner of buildings or commissioner of the environment is hereby authorized, in ~~their~~ his or her discretion, to cause the same to be summarily abated in such manner as he or she may direct pursuant to the applicable provisions of this Code.

SECTION 4. This ordinance shall take full force and effect on January 1, 2008.

COMMITTEE ON HISTORICAL LANDMARK PRESERVATION.

DESIGNATION OF ARLINGTON-DEMING DISTRICT AS CHICAGO LANDMARK.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation, held its meeting on September 17, 2007 to consider an ordinance recommending that the Arlington-Deming District be designated as a Chicago landmark, having had the same under advisement, leaves the Committee on Historical Landmark Preservation to report

and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

Respectfully submitted,

(Signed) ANTHONY BEALE,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to the procedures set forth in the Municipal Code of Chicago (the "Municipal Code"), §§ 2-120-130 through -690, the Commission on Chicago Landmarks (the "Commission") has determined that the Arlington-Deming District, predominantly the 400 and 500 blocks of West Arlington and West Deming Places, the 2400 block of North Geneva Terrace, and the 2400 and 2500 blocks of North Orchard Street, as more precisely described in Exhibits A and B attached hereto and incorporated herein (the "District"), meets three (3) criteria for landmark designation as set forth in § 2-120-620 (1), (4), and (6) of the Municipal Code; and

WHEREAS, The District exemplifies high-style and high-quality residential and institutional architecture constructed on Chicago's north side lakefront during the late nineteenth and early twentieth centuries as the city expanded outward into sparsely-populated suburban areas and the northern portion of the city's Lincoln Park neighborhood became a visually-attractive, densely-populated middle- and upper middle-class neighborhood by World War II; and

WHEREAS, The District is one of Chicago's handsomest and finest-quality groupings of small-scale single-family houses and row houses, coach houses, larger "flat" buildings, taller apartment buildings, apartment hotels, and institutional buildings, all significant building types in Chicago history, from the late nineteenth and early twentieth centuries; and

WHEREAS, The District is distinctive for the fine detailing, craftsmanship, and architectural expression of its buildings, which exemplify the importance of historic architectural styles, including Italianate, Second Empire, Queen Anne, Romanesque, Richardsonian Romanesque, Classical Revival, Arts and Crafts, Italian Romanesque, Tudor Revival, Medieval Revival, and Art Deco, to the historic development of Chicago residential neighborhood architecture; and

WHEREAS, The District's buildings are noteworthy for their craftsmanship and high-quality use of traditional building materials, including brick, stone, decorative metal, wood, and terra cotta; and

WHEREAS, The District exemplifies the importance of high-style, high-quality historic residential neighborhoods, an important theme in the history of Chicago; and

WHEREAS, The District displays a distinct visual unity based on period of construction, building setbacks, overall building designs, size, use of building materials, and overall detailing; and

WHEREAS, The District and its streetscapes creates a distinctive and recognizable sense of place within the larger Lincoln Park neighborhood and the city; and

WHEREAS, The District retains more than sufficient physical integrity to express its "historic, community, architectural, or aesthetic interest or value" as required by § 2-120-630 of the Municipal Code, with its buildings retaining their original location, overall design, historic building materials, and the great majority of significant exterior details; and

WHEREAS, On August 8, 2007, the Commission adopted a resolution recommending to the City Council of the City of Chicago that the District be designated as a Chicago landmark; now, therefore,

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

SECTION 1. The above recitals are expressly incorporated in and made a part of this ordinance as though fully set forth herein.

SECTION 2. The District is hereby designated as a Chicago landmark in accordance with § 2-120-700 of the Municipal Code.

SECTION 3. The significant historical and architectural features of the District, for the purposes of § 2-120-740 of the Municipal Code, are all exterior elevations, including rooflines, visible from public rights-of-way.

SECTION 4. In addition, several coach houses may contribute to the historic character of the District upon further research and consideration by the Commission, to include those at 556 West Arlington Place, 602 West Deming Place, 607 -- 609 West Deming Place, 611 West Deming Place, 612 West Deming Place, 618 West Deming Place, 632 West Deming Place and 639 West Deming Place.

SECTION 5. The Commission is hereby directed to create a suitable plaque appropriately identifying said landmark and to affix the plaque on or near the property designated as a Chicago Landmark in accordance with the provisions of § 2-120-700 of the Municipal Code.

SECTION 6. The Commission is directed to comply with the provisions of § 2-120-720 of the Municipal Code, regarding notification of said designation.

SECTION 7. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 8. This ordinance shall take effect upon its passage and approval.

Exhibits "A" and "B" referred to in this ordinance read as follows:

Exhibit "A".

Arlington-Deming District.

Boundary Description.

The Arlington-Deming District consists of the properties within the following boundaries: starting at the intersection of the east line of the northwest/southeast alley west of and parallel to North Clark Street and the south line of the east/west alley parallel to and between West Fullerton Avenue and West Arlington Place; then west along aforesaid line to its intersection with the west line of North Orchard Street; then north along aforesaid line to its intersection with the south line of the following parcel: Lot 104 in Davis' Subdivision of the south 836 feet of Outlot D in Wrightwood, said Wrightwood being a subdivision of the southwest quarter of Section 28, Township, 40 north, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; then west along aforesaid line to its intersection with the west line of the north/south alley parallel to and between North Orchard Street and North Burling Street; then north along aforesaid line to its intersection with the north line of the following parcel: Lot 26 (except that part thereof conveyed to Mathilda Nelson by the deed recorded August 24,1898 in Book 6342 Page 281 as Document 2724050) in Block 1 in Jerome I. Case's Subdivision of the north 418 feet out of Lot F in Wrightwood, in the southwest quarter of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; then east along aforesaid line to its intersection with the east line of North Orchard Street; then south along aforesaid line until its intersection with the north line of West Deming Place; then east along aforesaid line to its intersection with a line that divides the Saint Clement Roman Catholic Church church building, heating plant and two (2) story loggia (which are outside the District) from the Saint Clement Roman Catholic Church rectory (which is inside the District), then north along

aforesaid line until its intersection with the north line of the slightly curved, east/west alley parallel to and between West Deming Place and West Wrightwood Avenue; then east along aforesaid alley until its intersection with the east line of the northwest/southeast alley parallel to and west of North Clark Street; then southeast along said line to its intersection with the south line of West Deming Place; then curving gently west along aforesaid line until its intersection with the east line of the following parcel: the westerly half of Lot 52 (except that part described as follows: commencing at the northwest corner of said lot, thence southeasterly in a straight line to a point in the south line of said lot which is 5 feet east of southwest corner; thence west along the south line of said lot to southwest corner; thence northerly along the west line of said lot to the point of beginning) in subdivision of Outlot C in Wrightwood, being a subdivision of the southwest quarter of Section 26, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; then southeast along aforesaid line to its intersection with the north line of the east/west alley running parallel to and just north of West Arlington Place; then east along aforesaid line to its intersection with the east line of the northwest/southeast alley parallel to and just west of North Clark Street; then southeast to its intersection with the south line of the east/west alley parallel to and between West Fullerton Avenue and West Arlington Place and the point of origin, all in Cook County, Illinois.

Arlington-Deming District.

Address Ranges.

West Arlington Place, 522 to 658 (evens);

West Arlington Place, 521 to 659 (odds);

West Deming Place, 520 to 644 (evens);

West Deming Place, 537 to 659 (odds);

North Geneva Terrace, 2418 to 2492 (evens);

North Geneva Terrace, 2419 to 2493 (odds);

North Orchard Street, 2420 to 2508 (evens); and

North Orchard Street, 2419 to 2481 (odds).

[District Map attached to this Arlington-Deming District Boundary Description printed on page 9233 of this *Journal.*]

Arlington-Deming District Map.

(Included for illustrative purposes only -- the district is legally defined by its legal description)

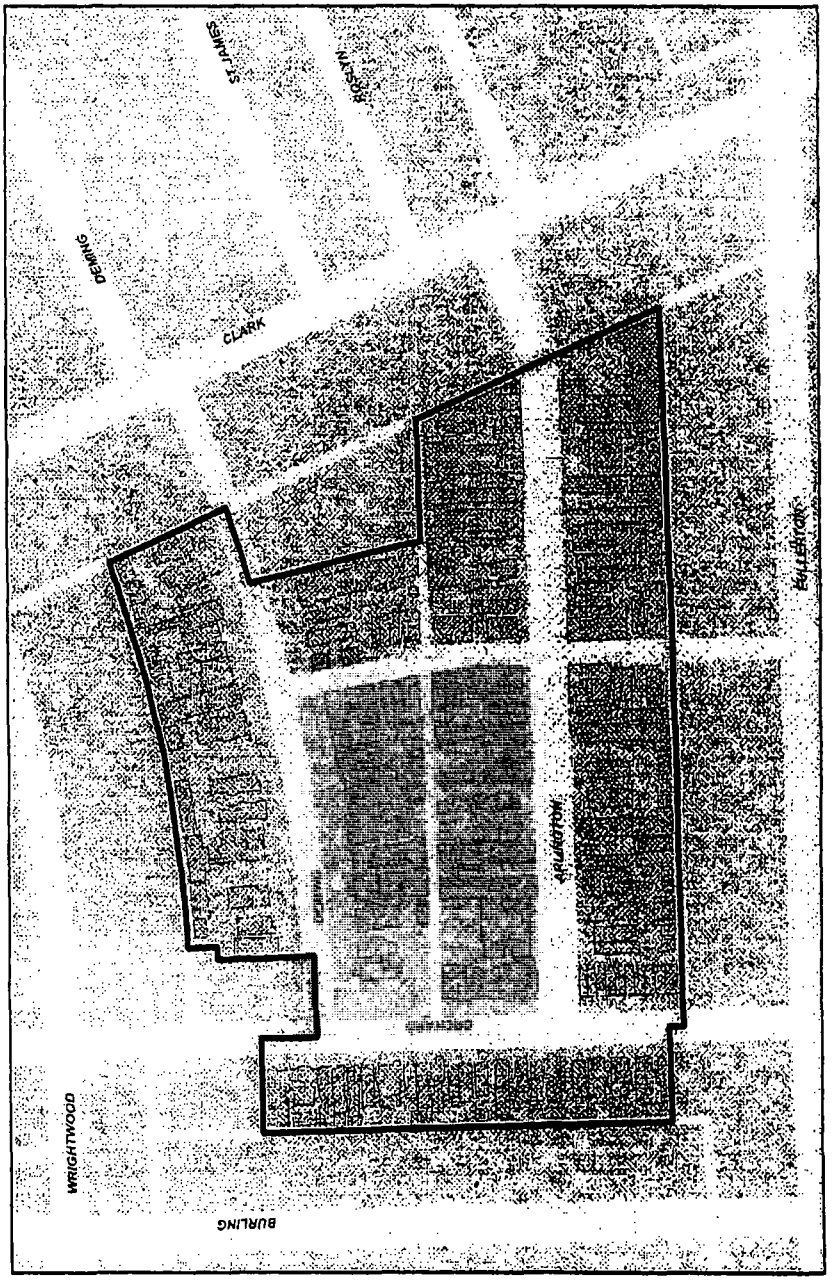

Exhibit "B".

Arlington-Deming District Legal Descriptions.
(Page 1 of 27)

Building Address	PIN	Legal description
530 W. Arlington Place	14-28-316-026-0000	Lot 34 and east 11 feet of lot 35 in subdivision of lot c in Wrightwood a subdivision of the southwest of section 28 township 40 north range14 east of the third principal meridian in Cook County, Illinois .
536 W. Arlington Place	14-28-316-025-0000	The east 4 1/2 feet of lot 36 and the west 69 feet of lot 35 in subdivision of out lot 'C' in Wrightwood said Wrightwood being a subdivision of the south west 1/4 of section 28 township 40 north range 14 east of the third principal meridian in Cook County, Illinois.
542 W. Arlington Place	14-28-316-054-1001 through 14-28-316-054-1006	The west 34 feet 9 1/2 inches of the east 39 feet 3 1/2 inches of lot 36 in Deming and others subdivision of block or out-lot "C" in Wrightwood subdivision of the south west 1/4 of section 28, township 40 north, range 14, east of the third principal meridian, which survey is attached to the declaration of condominium ownership and of easement, covenants and restrictions and by law for 542 West Arlington Condominium Association recorded in the office of the recorder of deeds of Cook County, Illinois as document number 25009045
542 W Arlington Place, Unit A	14-28-316-054-1001	Unit 542-A together with its undivided percentage interest in the common elements in 542 West Arlington Condominium as delineated and defined in the declaration recorded as document number 25009045 in the southwest 1/4 of section 28, township 40 north, range 14,east of the Third Principal Meridian, in Cook County Illinois.
542 W. Arlington Place, Unit B	14-28-316-054-1002	Unit 542-B as delineated on the survey of: The west 34 feet 9 1/2 inches of the east 39 feet 3 1/2 inches of lot 36 in Deming and others subdivision of block or out-lot "C" in Wrightwood subdivision of the south west 1/4 of section 28, township 40 north, range 14, east of the third principal meridian, which survey is attached to the declaration of condominium ownership and of easement, covenants and restrictions and by law for 542 West Arlington Condominium Association recorded in the office of the recorder of deeds of Cook County, Illinois as document number 25009045; together with its undivided percentage interest in the common elements thereto appertaining, and together with the right conditions and restrictions and reservations affecting such property, all as set forth in such declarations, in Cook County, Illinois.
542 W. Arlington Place, Unit C	14-28-316-054-1003	Unit no.542 C as delineated and defined on the survey of the west 34 feet 9.5 inches of east 39 feet 3.5 inches of lot 36 in Deming and others subdivision of block or outlot "C" in Wrightwood, a subdivision of the southwest quarter of section 28 township 40 north, range 14, east of the third principal meridian, which survey is attached to the declaration of condominium ownership, and of easement, by laws, covenants and restrictions for the 542 West Arlington Condominium Association, recorded in the office of the recorder of deeds of Cook County Illinois, as document number 25009045, together with its undivided percentage interest in the common elements, in Cook County, Illinois.
542 W. Arlington Place, Unit D	14-28-316-054-1004	Unit no.542 D as delineated on the survey of the west 34 feet 6.5 inches of the east 39 feet 3.5 inches of lot 36 in Deming and others subdivision of block or outlot" C" in Wrightwood a subdivision of the southwest quarter of section 28, township 40 North, range 14, east of the third principal meridian, which survey is attached to the declaration of the condominium ownership, and of easement, by laws, covenants and restrictions for the 542 West Arlington Condominium Association, recorded in the office of recorder of deeds of Cook County Illinois as document number 25009045 together with its undivided percentage interest in common elements, in Cook County, Illinois.
542 W. Arlington Place, Unit E	14-28-316-054-1005	The West 34 Feet 9-1/2 inches of the East 39 Feet 3-1/2 inches of Lot 36 in Deming and Others Subdivision of Block or Out-Lot "C" in Wrightwood Subdivision of The Southwest quarter of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; Which survey is attached to Declaration of Condominium Ownership of and Easements, Restrictions, Covenants, and By-Laws for 542 West Arlington Condominium Association made by Aetna Bank, as Trustee under Trust Agreement dated July 15, 1972 and known as Trust Number 10-1064 recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document 25009045; together with an undivided percentage interest in the common elements, in Cook County, Illinois.
542 W. Arlington Place, Unit F	14-28-316-054-1006	The west 34 feet 9 1/2 inches of the east 39 feet 3 1/2 inches of lot 36 in Deming and others subdivision of the block or out - lot "C" in Wrightwood subdivision of the southwest quarter of section 28, township 40 north, range 14, east of the third principal meridian, in Cook County, Illinois; which survey is attached to the declaration of condominium ownership and easements, restrictions, covenants and by-laws for 542 West Arlington Condominium Association recorded in the office of the recorder of deeds of Cook County, Illinois as document number 25009045 together with its undivided percentage interest in the common elements, in Cook County, Illinois.

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548-50 W Arlington Place	14-28-316-023-0000	The west 41 feet and 8 1/2 inches of Lot 36 and the east 16 1/2 feet of Lot 37 in Subdivision of Out-Lot "C" in Wrightwood, being a subdivision of the Southwest 1/4 of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
552 W. Arlington Place	14-28-316-022-0000	Parcel 1: The west 16 1/2 feet of the east 33 feet of lot 37 in outlot "C" in Wrightwood, a subdivision of the southwest 1/4 of section 28, township 40 north, range 14, east of the third principal meridian in Cook County, Illinois. Parcel 2:The east 3.0 feet of the west 67.0 of lot 37 in the subdivision of the southwest 1/4 of section 28 township 40 north, range 14, east of the principal meridian, in Cook County, Illinois.
552 W. Arlington Place	14-28-316-051-0000	Parcel 1: The west 16 1/2 feet of the east 33 feet of lot 37 in outlot "C" in Wrightwood, a subdivision of the southwest 1/4 of section 28, township 40 north, range 14, east of the third principal meridian in Cook County, Illinois. Parcel 2. The east 3.0 feet 67.0 of lot 37 in the subdivision of the south west 1/4 of section 28, township 40 north range 14, east of the principal meridian in Cook County, Illinois.
556 W. Arlington Place	14-28-316-050-0000	The west 64 feet of lot 37 in outlot "C" in Wrightwood, a subdivision of the southwest 1/4 of section 28, township 40 north, range 14, east of the third principal meridian in Cook County, Illinois.
560 W. Arlington Place	14-28-316-020-0000	East 25 feet of lot 38 in subdivision of out lot C in Wrightwood being a subdivision of the southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian in Cook County, Illinois.
562 W. Arlington Place	14-28-316-019-0000	Unit 3 in 562 Arlington Place Condominium, as delineated on a plat of survey of the following described tract of land; the west 25 feet of the east 50 feet of lot 38 in Deming and others subdivision of out lot C in Wrightwood a subdivision of the southwest Quarter of section 28, township 40 north, range 14 east of the third principal meridian, which survey is attached as exhibit "B" to the declaration of condominium ownership recorded July 28, 2005 as document number 0519932019, as amended from time to time.
562 W. Arlington Place	14-28-316-019-0000	Unit 3 in 562 Arlington Place Condominium, as delineated on a plat of survey of the following described tract of land; the west 25 feet of the east 50 feet of lot 38 in Deming and others subdivision of out lot "C" in Wrightwood of the subdivision of the southwest quarter of section 28, township 40 north, range 14 east of the third principal meridian, Which survey is attached as exhibit "B" to the declaration of condominium ownership recorded July 28, 2005 as document number 0519932019, as amended from time to time.
562 W. Arlington Place	14-28-316-019-0000	Unit 3 in 562 Arlington Place Condominium, as delineated on a plat of survey of the following described tract of land; the west 25 feet of the east 50 feet of lot 38 in Deming and others subdivision of out lot "C" in Wrightwood of the subdivision of the southwest quarter section 28 township 40 north range 14 east of the third principal meridian: Which survey is attached as exhibit "B" to the declaration condominium ownership recorded July 18, 2005 as document number 0519932019 as amended from time to time together with its undivided percentage interest in the common elements, all in Cook County, Illinois.
562 W. Arlington Place, Unit 3	14-28-316-019-0000	Unit 3 in 562 Arlington Place Condominium, as delineated on a plat of survey of the following described tract of land; the west 25 feet of the east 50 feet of lot 38 in Deming and others subdivision of out lot C in Wrightwood a subdivision of the southwest quarter of section 28 township 40 north, range 14, east of the third principal meridian, which plat of survey is attached as exhibit "B" to the declaration condominium ownership recorded July 18, 2005 as a document number 0519932019 as amended from time to time together with its undivided percentage interest in the common elements, all in Cook County, Illinois.
564 W. Arlington Place	14-28-316-018-0000	Lot 3 in the subdivision of the west 50 feet of lot 38 in subdivision of out lot "C" of Wrightwood being a subdivision of the south west quarter of section 28, township 40 north, range14, east of the third principal meridian in the Cook County Illinois
566 W. Arlington Place	14-28-316-017-0000	Lot 2 in the subdivision of the west 50 feet of lot 38 in outlot "C" of Wrightwood, being a subdivision of the southwest 1/4 of section 28, township 40 north range 14, east of the third principal meridian, in Cook County Illinois.
568 W. Arlington Place	14-28-316-016-0000	Lot 1 in the subdivision of the west 50 feet of lot 38 in a subdivision of out lot "C" in Wrightwood, a subdivision of the south west quarter of section 28, township 40 north, range 14, east of the third principal meridian, in Cook County Illinois
600-02 W. Arlington Place / 2452 N. Geneva Terrace	14-28-314-035-1001 through 14-28-314-035-1010	The east 45 feet of the south 106 2/5 feet of lot 39 in the subdivision of outlot in Wrightwood, a subdivision of the southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian; which survey is attached as exhibit "A" to the declaration of condominium recorded as document number 97404041, together with its undivided percentage interest in the common elements, all in Cook County, Illinois.

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600 W. Arlington Place, Unit 1	14-28-314-035-1001	The East 45 feet of the South 106 2/5 feet of lot 39 in the subdivision of outlot C in Wrightwood, a subdivision of the Southwest 1/4 of Section 28, Township 40 North Range 14 East of the Third Principal meridian; which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document Number 97404041, together with its undivided percentage interest in the common elements, all in Cook County, Illinois.
600 W. Arlington Place, Unit 2	14-28-314-035-1002	The East 45 feet of the South 106 2/5 feet of lot 39 in the subdivision of outlot C in Wrightwood, a subdivision of the Southwest 1/4 of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian; which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document Number 97404041, together with its undivided percentage interest in the common elements, all in Cook County, Illinois.
600 W. Arlington Place, Unit 3	14-28-314-035-1003	The East 45 feet of the South 106 2/5 feet of lot 39 in the subdivision of outlot C in Wrightwood, a subdivision of the Southwest 1/4 of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian, which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document Number 97404041, together with its undivided percentage interest in the common elements, all in Cook County, Illinois.
602 W. Arlington Place, Unit 1	14-28-314-035-1004	The East 45 feet of the South 106 2/5 feet of Lot 39 in the Subdivision of Outlot C in *Wrightwood, a Subdivision of the Southwest Quarter of Section 28, Township 40 North,* Range 14 East of the Third Principal Meridian, which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document Number 97404041, together with its undivided percentage interest in the common elements, all in Cook County, Illinois.
602 W. Arlington Place, Unit 2	14-28-314-035-1005	The east 45.00 feet of the south 106- 2/5 feet of lot 39 in the subdivision of outlot C in Wrightwood, a subdivision of the southwest 1/4 of section 28, township 40 north range 14, east of the third principal meridian; which survey is attached as exhibit "A" to the declaration of condominium recorded June 6, 1997 as document 97404041, together with its undivided percentage interest in the common elements, all in Cook County, Illinois
602 W. Arlington Place, Unit 3	14-28-314-035-1006	The east 45 feet of the south 106 2/5 feet of lot 39 in the subdivision of outlot in Wrightwood, a subdivision of the southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian; which survey is attached as exhibit "A" to the declaration of condominium recorded as document number 97404041, together with its undivided percentage interest in the common elements, all in Cook County, Illinois.
602 W. Arlington Place, Unit G	14-28-314-035-1007	The east 45 feet of the south 106 2/5 feet of lot 39 in the subdivision of outlot C in Wrightwood, a subdivision of the southwest 1/4 of section 28, township 40 north range 14, east of the third principal meridian; which survey is attached as exhibit "A" to the declaration of the condominium recorded as document number 97404041, together with its undivided percentage interest in the common elements, all in Cook County, Illinois
604 W. Arlington Pl.	14-28-314-027-0000	The east 18 feet 5 3/4 inches of the west 55 feet of the south 106 1/5 feet of lot 39 in subdivision of outlot "C" in Wrightwood, a subdivision of the south west 1/4 of section 28, township 40 north, range 14 east of the third principal meridian in Cook County, Illinois.
606 W. Arlington Pl.	14-28-314-026-0000	The east 18 feet 1 1/6 inches of the west 36 feet 1/4 inches of the south 106 1/5 feet of lot 39 in subdivision of out lot C in Wrightwood, a subdivision in the south west 1/4 of the section 28, township 40 north, range14, east of the third principal meridian, in Cook County, Illinois.
608 W. Arlington Pl.	14-28-314-025-0000	The west 17 feet 11 1/6 inches of the south 106 1/5 feet of lot 39 in subdivision of out lot C in Wrightwood, a subdivision in the south west 1/4 of the section 28, township 40 north, range14, east of the third principal meridian, in Cook County, Illinois.
616 W. Arlington Pl.	14-28-314-021-0000	Lot 40 in the subdivision of outlot "C" in Wrightwood, said Wrightwood being a subdivision of the south west 1/4 of section 28, township 40 north, range 14 east of the third principal meridian in Cook County, Illinois.
622 W. Arlington Pl.	14-28-314-020-0000	The East 1/2 of Lot 41 in subdivision of block "C" in Wrightwood, a Subdivision of the Southwest 1/4 of Section 28, Township 40 North, Range 14 East of the Third Pnncipal Meridian, in Cook County, Illinois.
626 W. Arlington Pl.	14-28-314-019-0000	The west one half (1/2) of lot forty-one (41) in the subdivision of outlot C in Wrightwood, a subdivision of the south west quarter (1/4) of section (28), township 40 north, range 14, east of the third principal meridian in Cook County, Illinois.
630-38 W Arlington Pl.	14-28-314-018-0000	Lot 36 in the subdivision of outlot "C" in wright wood, a subdivision in the south west 1/4 of section 28, township 40 north, range 14, east of the third principal meridian, in Cook County, Illinois

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640-48 W. Arlington Pl.	14-28-314-034-1001 through 14-28-314-034-1044	Lot 43 in out lot "C" in Wrightwood said Wrightwood being a subdivision of the southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian, in Cook County Illinois which survey is attached as exhibit " A" to the declaration of condominium recorded as document number 25260188
644 W. Arlington Place, Unit 1B	14-28-314-034-1001	Lot 43 in out lot "C" in Wnghtwood said Wrightwood being a subdivision of the southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois which survey is attached as exhibit " A" to the declaration of condominium recorded as document number 25260188 together with its undivided percentage interest in the common elements.
644 W. Arlington Place, Unit 1C	14-28-314-034-1002	Parcel 1: Unit 1C, together with its undivided percentage interest in the common elements, in the Arlington Place Condominium, as delineated and defined in the declaration recorded as document 25260188, as amended from time to time, in the southwest quarter of section 28, township 40 north range 14, east of the third principal meridian, in Cook County, Illinois. Parcel 2 exclusively used for parking purposes in and to parking space no. 6, a limited common element, as set forth and defined in said declaration of condominium and attached thereto, in Cook County, Illinois.
644 W. Arlington Place, Unit 1G	14-28-314-034-1003	Unit 1G together with an undivided 2.01918 percent interest in the common elements in Arlington Place Condominium as delineated and defined in the declaration recorded as document number 25260188 in the southwest 1/4 of section 28, township 40 north, range 14, east of the principal meridian, in Cook County, Illinois.
644 W. Arlington Place, Unit 1H	14-28-314-034-1004	Unit 1H in lot 43 in out lot "C" in Wrightwood said Wrightwood being a subdivision of the southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois.
644 W. Arlington Place, Unit 2A	14-28-314-034-1005	Unit 2A in Arlington Place Condominium, in part of the southwest 1/4 of section 28, township 40 north, range 14, east of the third principal meridian, according to the declaration of condominium recorded as document number 25260188 and by amendments thereto, together with its undivided percentage interest in the common elements in Cook County, Illinois.
644 W. Arlington Place, Unit 2B	14-28-314-034-1006	Unit 2-B in in Arlington Place Condominium lot 43 in outlot "C" Wrightwood said Wrightwood being a subdivision of the southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois. Which survey is attached as exhibit " A" to the declaration of condominium recorded in the office of the recorder of deeds of Cook County, Illinois as document number 25260188 together with an undivided percentage of interest in the common elements.
644 W. Arlington Place, Unit 2C	14-28-314-034-1007	Unit 2-C in Arlington Place Condominium as delineated on survey of the following described real estate: lot 43 in outlot "C" in Wrightwood said Wrightwood being a subdivision of the south west 1/4 of section 28, township 40 north, range 14, east of the third principal meridian, in Cook County, Illinois; Which survey is attached as exhibit "A" to the declaration of condominium recorded as document no. 25260188, together with its undivided percentage interest in the common elements, in Cook County, Illinois.
644 W. Arlington Place, Unit 2D	14-28-314-034-1008	Unit 2-D, together with its undivided percentage interest in the common elements, in the Arlington Place Condominium, as delineated and defined in the declaration recorded as document 25260188, as amended from time to time, in the southwest quarter of section 28, township 40 north range 14, east of the third principal meridian, in Cook County, Illinois
644 W. Arlington Place, Unit 2E	14-28-314-034-1009	Arlington Place condominium being a part of lot 43 in out lot "C" in Wrightwood said Wrightwood being a subdivision of the south west 1/4 of section 28, township 40 north, range 14 east of the third principal meridian, in Cook county Illinois, as delineated in a certain survey, which survey is attached as exhibit " A" to the declaration of condominium recorded as document number 25260188 together with its undivided percentage in interest in the common elements.
644 W. Arlington Place, Unit 2F	14-28-314-034-1010	Arlington Place Condominium being a part of lot 43 in out lot "C" in Wrightwood said Wrightwood being a subdivision of the south west 1/4 of section 28, township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois, as delineated in a certain survey, is attached as exhibit "A" to the declaration condominium recorded as document number 25260188 together with its undivided percentage interest in the common elements.
644 W. Arlington Place, Unit 2G	14-28-314-034-1011	Unit 2G as delineated in the survey of lot 43 of outlot C in Wrightwood said Wrightwood, being a subdivision in the southwest 1/4 of section 28, township 40 north, range 14, east of the third principal meridian in Cook County, Illinois, which survey is attached as exhibit " A" to the declaration of condominium recorded as document 25260188 together with its undivided percentage interest in the common elements as set forth in the said declaration. Parcel 2: The exclusive right to use parking space 1, as delineated on the survey attached as exhibit "A" to said declaration of condominium, in Cook County, Illinois

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644 W. Arlington Place, Unit 2H	14-28-314-034-1012	Unit 2-H as delineated on the survey of lot 43 of out lot C in Wrightwood said Wrightwood, being a subdivision of the southwest 1/4 section 28, township 40 north, range 14, east of the third principal meridian in Cook County, Illinois, which survey is attached as exhibit "B" to the declaration of condominium made by American National Bank and Trust Company of Chicago as trustee under trust agreement dated December 21, 1972 and known as trust number 77439 recorded in the Office of the Recorder of Deeds of Cook County, Illinois as document number 25260188 together with an undivided percentage interest in common elements as set forth in said declaration.
644 W. Arlington Place, Unit 2I	14-28-314-034-1013	Unit 2-I in out lot "C" in Wrightwood said Wrightwood being a subdivision of the southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois. Which survey is attached as exhibit "A" to the declaration of condominium recorded as document number 25260188 together with its undivided percentage interest in the common elements.
644 W. Arlington Place, Unit 2J	14-28-314-034-1014	Unit 2-J lot 43 in out lot "c" in Wrightwood said Wrightwood being a subdivision of the south west 1/4 of section 28, township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois; which survey is attached as exhibit "A" to the declaration of condominium recorded as document number 25260188 together with its undivided percentage interest in the common elements
644 W. Arlington Place, Unit 3A	14-28-314-034-1015	Unit -3 "A" in Arlington Place Condominium as delineated on a survey of the following described real estate: Lot 43 in out lot "c" in Wrightwood said Wrightwood being a subdivision of southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois which survey is attached as exhibit "A" to the declaration of condominium recorded as document number 25260188 together with its undivided percentage interest in the common elements
644 W. Arlington Place, Unit 3B	14-28-314-034-1016	Unit 3-B together with its undivided percentage interest in the common elements in Arlington Place condominium as delineated and defined in the declaration recorded as document number section 28, township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois
644 W. Arlington Place, Unit 3C	14-28-314-034-1017	Unit 3-C in out lot C in Wrightwood said Wrightwood being a subdivision of the southwest 1/4 of section 28, township 40 north, range 14, east of the third principal meridian, in Cook County, Illinois, which survey is attached as exhibit "A" to the declaration of condominium recorded as document 25260188 together with its undivided interest in the common elements.
644 W. Arlington Place, Unit 3D	14-28-314-034-1018	Unit 3-D in Arlington Place condominium as delineated on a survey of the following described real estate: Lot 43 in out lot "C" in Wrightwood said Wrightwood being a subdivision of the southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian in Cook County, Illinois which survey is attached as exhibit "A" to the declaration of condominium recorded as document number 25260188 together with its undivided percentage interest in the common elements.
644 W. Arlington Place, Unit 3E	14-28-314-034-1019	Unit 3D in Arlington Place Condominium lot 43 in out lot "C" in Wrightwood said Wrightwood being a subdivision of the southwest 1/4 of section 28 township 40 north, range 14 east of the third principal meridian in Cook County, Illinois; which survey is attached as exhibit "A" to the declaration of condominium recorded as document number 25260188 together with its undivided percentage interest in the common elements.
644 W. Arlington Place, Unit 3F	14-28-314-034-1020	Parcel 1: Unit 1C, together with its undivided percentage interest in the common elements, in the Arlington Place Condominium, as delineated and defined in the declaration recorded as document number 25260188 in the southwest 1/4 of section 28, township 40 north, range14, east of the third principal meridian, in Cook County, Illinois. Parcel 2: The exclusive right to use parking space 26 as delineated in survey attached as exhibit "A" to the said declaration of the condominium.
644 W. Arlington Place, Unit 3G	14-28-314-034-1021	Unit 3-G in Arlington Place Condominium lot 43 in outlot "c" in Wrightwood, being a subdivision of the southwest 1/4 of section 28 township 40 north, range 14, east of the third principal meridian, in Cook County, Illinois. Which survey is attached as exhibit "A" to the declaration of condominium recorded in the office of the recorder of deeds of Cook County, Illinois as a document 25260188; together with an undivided percentage interest in common elements.
644 W. Arlington Place, Unit 3H	14-28-314-034-1022	Unit 3-H in Arlington Place Condominium as delineated on a survey of the following described real estate: Lot 43 in out lot "C" in Wrightwood said Wrightwood being a subdivision of the southwest 1/4 of section 28 township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois, which survey is attached as exhibit "A" to the declaration of condominium recorded as document number 25260188 together with its undivided percentage interest in the common elements.

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644 W. Arlington Place, Unit 3I	14-28-314-034-1023	Unit 3-I in Arlington Place Condominium as document as delineated on a survey of the following described real estate: Lot 43 in out lot "C" in Wrightwood being a subdivision of the southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois Which survey is attached as exhibit "A" to the declaration of the condominium recorded as document number 25260188 together with its undivided percentage interest in the common elements.
644 W. Arlington Place, Unit 3J	14-28-314-034-1024	Unit 3-J in Arlington Place Condominium as delineated on a survey of the following described real estate: lot 43 in out lot "C" in Wrightwood said Wrightwood being a subdivision of the southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois, which survey is attached as exhibit 'A' to the declaration of the condominium recorded as document 25260188 together with its un divided percentage interest in the common elements, in Cook County, Illinois.
644 W Arlington Place, Unit 4A	14-28-314-034-1025	Unit 4-A in Arlington Place Condominium as delineated on a survey of the following described real estate: Lot 43 in out lot 'C' Wrightwood said Wrightwood being a subdivision of the southwest 1/4 of section 28 township 40 north range 14 east of the third principal meridian, in Cook County, Illinois which survey is attached as exhibit "A" to the declaration of condominium recorded as document 25260188 together with the undivided percentage interest in the common elements in Cook County, Illinois.
644 W. Arlington Place, Unit 4B	14-28-314-034-1026	Lot 4- "B" in Arlington Place Condominium, as delineated on a survey of the following described real estate: Lot 43 in out lot "C" in Wrightwood said Wrightwood, being a subdivision of the southwest 1/4 of section 28, township 40 north, range east of the third principal meridian in Cook County, Illinois; which survey is attached as exhibit "A" to the declaration of condominium recorded as document 25260188 together with an undivided percentage interest in common elements, in Cook County, Illinois.
644 W. Arlington Place, Unit 4C	14-28-314-034-1027	Unit Lot 4-C described real estate: Lot 43 in out lot "C" in Wrightwood said Wrightwood being a subdivision of the southwest 1/4 of section 28, township 40 north, range east of the third principal meridian, in Cook County, Illinois, which survey is attached as exhibit "A" to the declaration of condominium recorded as document number 25260188 together with its undivided percentage interest in the common elements.
644 W. Arlington Place, Unit 4D	14-28-314-034-1028	Unit 4-A in Arlington Place Condominium as delineated on a survey of the following described real estate: Lot 43 in out lot 'C' Wrightwood said Wrightwood being a subdivision of the southwest 1/4 of section 28 township 40 north range 14 east of the third principal meridian, in Cook County, Illinois. Which survey is attached as exhibit "A" to the declaration of condominium recorded as document number 25260188 together with its undivided percentage interest in the common elements.
644 W. Arlington Place, Unit 4E	14-28-314-034-1029	Unit 4-E in Arlington Place Condominium as delineated on a survey of the following described real estate: Lot 43 in out lot 'C' Wrightwood said Wrightwood being a subdivision of the southwest 1/4 of section 28 township 40 north range 14 east of the third principal meridian in Cook County, Illinois, which survey is attached as exhibit "A" to the declaration of condominium recorded as document number 25260188 together with its undivided percentage interest in the common elements.
644 W. Arlington Place, Unit 4F	14-28-314-034-1030	Unit 4-F together with an undivided 2.0497 percent interest in the common element, in Arlington Place Condominium as delineated an defined in the declaration recorded as document number 25260188 in the southwest 1/4 of section 28, township 40 north range 14, east of the third principal meridian in Cook County Illinois.
644 W. Arlington Place, Unit 4G	14-28-314-034-1031	Unit-4G as delineated on the survey of lot 43 out lot C in Wrightwood, being a subdivision of the south west quarter of section 28, township 40 north, range 14, east of the third principal meridian, in Cook County, Illinois which survey is attached as exhibit "A" to the declaration of the condominium made by American National Bank & Trust Company of Chicago, as trustee under trust agreement dated December 21, 1972, and known as trust number 77439 recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as document number 25260188 together with an undivided 2.2307 percent interest in the common elements as set forth in said declaration
644 W. Arlington Place, Unit 4H	14-28-314-034-1032	Unit-4H together with an undivided percentage interest in the common elements in Arlington Place Condominium as delineated and defined in the declaration recorded as document number 25260188 in southwest 1/4 of section 28 township 40 north range 14, east of the third principal meridian, in Cook County, Illinois.
644 W. Arlington Place, Unit 4I	14-28-314-034-1033	Unit 4-I together with its undivided percentage interest in the common elements in Arlington Place Condominium as delineated and defined in the declaration recorded as document number 25260188 in the southwest 1/4 of section 28, township 40 north, range 14, east of the third principal meridian, in Cook County, Illinois.

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644 W. Arlington Place, Unit 4J	14-28-314-034-1034	Unit 4-J in Arlington Place Condominium as delineated on a survey of the following described real estate: lot 43 in out lot C in Wrightwood said Wrightwood being a subdivision of the southwest 1/4 of section 28 township 40 north, range 14 east of the third principal meridian in Cook County, Illinois which survey is attached as exhibit "A" to the declaration of condominium recorded as document 25260188 together with its undivided, percentage interest in the common elements, in Cook County, Illinois.
644 W Arlington Place, Unit 5A	14-28-314-034-1035	Arlington Place Condominium being a part of lot 43 in out lot "C" in Wrightwood said Wrightwood being a subdivision of the south west 1/4 of section 28, township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois as delineated in certain survey, which survey is attached as exhibit "A" to the declaration of the condominium recorded as documents number 25260188 together with its undivided percentage interest in common elements.
644 W. Arlington Place, Unit 5B	14-28-314-034-1036	Unit 5B in Arlington Place as delineated on survey of the following described real estate: Lot 43 in out lot "C" in Wrightwood said Wrightwood being a subdivision of the southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois, which survey is attached as exhibit "A" to the declaration of condominium recorded as document number 25260188 together with its undivided percentage interest in the common elements.
644 W. Arlington Place, Unit 5C	14-28-314-034-1037	Parcel 1: Unit 5C in Arlington Place Condominium as delineated on a survey of the following described real estate: lot 43 in out lot "C" in Wrightwood said Wrightwood being a subdivision of the southwest 1/4 of section 28 township 40 north range 14 east of the third principal meridian, in Cook County, Illinois, which survey is attached as exhibit "A" to the declaration of condominium recorded as document number 25260188 together with its undivided percentage interest in the common elements. Parcel 2: The exclusive right to the use of parking space number 24 a limited common element as delineated on the survey attached to the declaration aforesaid recorded as document number 25260188.
644 W. Arlington Place, Unit 5D	14-28-314-034-1038	Unit 5D in Arlington Place Condominium together with its undivided percentage interest in the common elements as defined and delineated in the declaration recorded as document number 25260188, in the southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois.
644 W. Arlington Place, Unit 5E	14-28-314-034-1039	Parcel 1: Unit 5-E as delineated on the survey of lot 43 of outlot C in Wrightwood being a subdivision of southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois, which survey is attached as exhibit "A" to the declaration of condominium made by American National Bank and Trust Company of Chicago as trustee under trust agreement dated December 21, 1972 and known as trust number 77439 recorded in the Office of the Recorder of Deeds of Cook County, Illinois as document number25260188 together with an undivided percentage interest in the common elements as set forth in said declaration. Parcel 2: The exclusive use of parking space 30 as delineated on the survey attached to exhibit "A" of the aforesaid declaration.
644 W. Arlington Place, Unit 5F	14-28-314-034-1040	Unit 5-F as delineated in the survey of lot 43 of outlot C in Wrightwood being a subdivision of southwest 1/4 of section 28, township 40 north, range 14, east of the third principal meridian, in Cook county, Illinois which survey is attached as exhibit "A" to the declaration of condominium made by American national bank and trust number 77439 recorded in the office of the recorder of deeds of Cook county, Illinois as document number 25260188 together with its undivided 3.42130 interest in the common elements as set forth in said declaration.
644 W. Arlington Place, Unit 5G	14-28-314-034-1041	Unit 5-G in Arlington Place Condominium as delineated on a survey of the following described real estate: lot 43 in out lot "C" in Wrightwood said Wrightwood being a subdivision of the southwest 1/4 of section 28 township 40 north range east of the third principal meridian, in Cook County, Illinois, which survey is attached as exhibit "A" to the declaration of condominium recorded as document number 25260188 together with its undivided percentage interest in the common elements in Cook County, Illinois.
644 W. Arlington Place, Unit 5H	14-28-314-034-1042	Unit 5-H in Arlington Place Condominium as delineated on a survey of the following described real estate: lot 43 in outlot "C" in Wrightwood said Wrightwood being a subdivision of the southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian in Cook County, Illinois, which survey is attached as exhibit "A" to the declaration of condominium recorded as document number 25260188 together with its undivided percentage interest in the common elements in Cook County, Illinois.

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644 W Arlington Place, Unit 5I	14-28-314-034-1043	Parcel 1: Unit 5-I as delineated on the survey of lot 43 of outlot C in Wrightwood being a subdivision of southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois, which survey is attached as exhibit "A" to the declaration of condominium made by American National Bank and Trust Company of Chicago, as trustee under trust agreement dated December 12, 1972 and known as trust number 77439 recorded in the Office of the Recorder of Deeds of Cook County, Illinois as document 25260188 together with an undivided 3.42130% interest in the common elements as set forth in said declaration. Parcel 2: The exclusive right to use parking space 25, as delineated on the survey attached as exhibit "A" to the said declaration of condominium.
644 W Arlington Place, Unit 5J	14-28-314-034-1044	Arlington Place Condominium being a part of lot 43 in out lot "C" in Wrightwood said Wrightwood being a subdivision of the south west 1/4 of section 28, township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois, as delineated in a certain survey is attached as exhibit "A" to the declaration of the condominium recorded as document number 25260188 together with its undivided percentage interest in the common elements.
650 W. Arlington Pl. / 2451-59 N. Orchard St.	14-28-314-015-0000	Lot 44 in subdivision of outlot c of Wrightwood, a subdivision in the southwest 1/4 of section 28, township 40 north, range 14, east of the third principal meridian, in Cook County, Illinois
525 W. Arlington Pl.	14-28-317-015-0000	Lot 32 and 33 in outlot "C" in Wrightwood a subdivision of the south west quarter of section 28, township 40 north, range 14, east of the third principal meridian, in Cook County, Illinois
535 W. Arlington Pl.	14-28-317-014-0000	Lot 4 in Miller's subdivision of lot 31 in outlot C in Wrightwood, being a subdivision of the other southwest 1/4 of section 28, township 40 north, range 14, east of the third principal meridian.
537 W. Arlington Pl.	14-28-317-013-0000	Lot 3 in Miller's subdivision of lot 31 in subdivision of out lot C in Wrightwood, a subdivision of the southwest 1/4 of section 28, township 40 north, range 14, east of the third principal meridian, in Cook County, Illinois.
539 W. Arlington Pl.	14-28-317-012-0000	Lot 1 and 2 in Miller's subdivision of lot 31 in out lot "C" in Wrightwood, being a subdivision of the southwest 1/4 of section 28, township 40 north, range 14, east of the third principal meridian, in Cook County, Illinois.
541 W. Arlington Pl.	14-28-317-011-0000	Lot 1 in Miller's subdivision of lot 31 in out "C" in Wrightwood, being a subdivision of the southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois.
543-49 W. Arlington Pl.	14-28-317-010-0000	Lot 30 in the subdivision of out lot "C" in Wrightwood, a subdivision of the west 1/4 of section 28, township 40 north range 14, east of the third principal meridian in Cook County, Illinois
555 W. Arlington Pl.	14-28-317-059-1001 through 14-28-317-059-1036	The east 1/2 of lot 29 in Deming and other subdivision of outlot "c" in Wrightwood, a subdivision in south west 1/4 of section 28, township 40 north, range east of the third principal meridian in Cook County, Illinois which survey is attached as exhibit "A" to the declaration of condominium recorded as document 25216502
555 W. Arlington Place, Unit 201	14-28-317-059-1001	Parcel 1: Unit number 201 in the 555 W. Arlington Condominium, as delineated on a survey of the following real estate: The east 1/2 of lot 29 in Deming and other subdivision of outlot "c" in Wrightwood, a subdivision in south west 1/4 of section 28, township 40 north, range east of the third principal meridian in Cook County, Illinois which survey is attached as exhibit "A" to the declaration of condominium recorded as document 25216502 together with its undivided percentage interest in the common elements in Cook County, Illinois; Parcel 2: The exclusive right to the use of parking space number 13; a limited common elements as delineated on the survey attached to the declaration aforesaid, recorded as document 25216502 in Cook County, Illinois.
555 W. Arlington Place, Unit 202	14-28-317-059-1002	Unit 202, in the 555 West Arlington Condominium as delineated on survey of the following described real estate: The east 1/2 of lot 29 in Deming and others subdivision of outlot "C" in Wrightwood, a subdivision in the southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois which survey is attached as exhibit "A" to the declaration of condominium recorded as document 242165202 together with its undivided percentage interest in the common elements, in Cook County, Illinois.
555 W. Arlington Place, Unit 203	14-28-317-059-1003	Parcel 1: Unit 203 in the 555 West Arlington Condominium as delineated on a survey of the following described real estate; the east 1/2 of lot 29 in Deming and other subdivisions of out lot "C" in Wrightwood, a subdivision in the south west 1/4, east of the third principal meridian, in Cook County, Illinois which survey is attached as exhibit A to the declaration on condominium recorded as document number 25216502 together with its undivided percentage interest in common elements Parcel 2: The exclusive right to the use of parking space 11 a limited common element as delineated on the survey attached to the declaration aforesaid, recorded as document number 25216502.

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555 W. Arlington Place, Unit 204	14-28-317-059-1004	Parcel 1: Unit 204 in the 555 West Arlington Condominium as delineated on a survey of the following described real estate: the east 1/2 of lot 29 in Deming and other subdivisions of out lot "C" in Wrightwood, a subdivision in the south west 1/4, of the section 28, township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois which survey is attached as exhibit "A" to the declaration of condominium recorded as document number 25216502 together with its undivided percentage interest in the elements. Parcel 2: the exclusive right to the use of parking space 12, a limited common element as delineated on the survey to the attached declaration aforesaid, recorded as document number 25216502.
555 W. Arlington Place, Unit 205	14-28-317-059-1005	Unit 205 together with its undivided percentage interest in the common elements in 555 West Arlington Condominium as delineated and defined in the declaration recorded as document number 25216502, in the south west 1/4 of section 28, township 40 north, range 14, east of the third principal meridian in Cook County, Illinois.
555 W. Arlington Place, Unit 206	14-28-317-059-1006	Unit 206 together with its undivided percentage interest in the common elements in 555 West Arlington Condominium as delineated and defined in the declaration recorded as number 25216502, as amended, in the southwest 1/4 of section 28, township 40 north, range 14, east of the third principal meridian in Cook County, Illinois. Commonly known as 555 West Arlington Unit # 206 .
555 W. Arlington Place, Unit 207	14-28-317-059-1007	Parcel 1: Unit number 207 in the 555 W. Arlington Condominium, as delineated on a survey of the following real estate: The east 1/2 of lot 29 in Deming and other subdivision of outlot "c" in Wrightwood, a subdivision in south west 1/4 of section 28, township 40 north range 14 east of the third principal meridian, in Cook County, Illinois which survey is attached as exhibit "A" to the declaration of condominium recorded as document number 25216502, together with its undivided percentage interest in the common elements, in Cook County, Illinois. Parcel 2: The exclusive right to use of parking space number 4, a limited common element, as delineated on the survey attached to the declaration aforesaid, recorded as document number 25216502, in Cook County, Illinois.
555 W. Arlington Place, Unit 208	14-28-317-059-1008	Parcel 1: Unit 208, in the 555 W. Arlington Condominium as delineated on a survey of the following described real estate: The east 1/2 of lot 29 in Deming and others subdivision of out lot 'C' in Wrightwood, a subdivision in the south west 1/4 of section 28 township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois; which survey is attached as Exhibit "A" to the declaration of condominium recorded as document 25216502 together with its undivided percentage interest in the common elements. Parcel 2: The exclusive right to the use of parking space, a limited common element as delineated on the survey attached to the declaration aforesaid recorded as document 25216502.
555 W. Arlington Place, Unit 209	14-28-317-059-1009	Unit 209 in 555 W. Arlington Condominium, together with its undivided percentage interest in the common elements as defined and delineated in the declaration recorded as document number 25216502, in the southwest 1/4 of section 28, township 40 north, range 14, east of the third principal meridian, in Cook County, Illinois.
555 W. Arlington Place, Unit 301	14-28-317-059-1010	Unit 301 in 555 West Arlington Condominium as delineated on a survey of the following described real estate: The east 1/2 of lot 29 in Deming and other subdivision of out lot "C" in Wrightwood, a subdivision in the southwest 1/4 of section 28, Township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois which survey is attached as exhibit "A" to the declaration of condominium recorded as document 25216502 together with its undivided percentage interest in the common elements, in Cook County, Illinois.
555 W. Arlington Place, Unit 302	14-28-317-059-1011	Unit number 302 in 555 West Arlington Condominium as delineated on a survey of the following described real estate: The east 1/2 of lot 29 in Deming and others subdivision of out lot "C" in Wrightwood, a subdivision of out lot "C" in Wrightwood, a subdivision in the southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois which survey is attached as exhibit "A" in to the declaration of condominium recorded as document 25216502 together with its undivided percentage interest in common element, in Cook County, Illinois.
555 W. Arlington Place, Unit 303	14-28-317-059-1012	Parcel 1: Unit 303 in the 555 West Arlington Condominium as delineated on a survey of the following described real estate: The east 1/2 of lot 29 in Deming & others subdivision of out lot "C" in Wrightwood, a subdivision in the south west 1/4 of section 28, township 40 north, range 14, east of the third principal meridian in Cook County, Illinois; Which survey is attached as exhibit "A" to the declaration of the condominium recorded as document number 25216502; together with its undivided percentage interest in the common elements. Parcel 2: The exclusive right to the use of parking spaces 2,16, 17, 20,21, 22, 23, and 24, a limited common element as delineated on the survey to the declaration aforesaid, recorded as document number 25216502.

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555 W. Arlington Place, Unit 304	14-28-317-059-1013	Unit 304 in 555 West Arlington Condominium as delineated on a survey of the following described real estate: The east 1/2 of lot 29 in Deming and other subdivision of out lot "C" in Wrightwood, a subdivision in the southwest 1/4 of section 28, township 40 north, range 14, east of the third principal meridian in Cook County, Illinois; which survey is attached as exhibit A to the declaration of the condominium recorded as document number 25216502 and as amended; together with its undivided percentage interest in common elements, in Cook County, Illinois.
555 W. Arlington Place, Unit 305	14-28-317-059-1014	Unit 305 in 555 West Arlington Condominium as delineated on a survey of the following described real estate: The east 1/2 of lot 29 in Deming and other subdivision of out lot "C" in Wrightwood, a subdivision in the southwest 1/4 of section 28, township 40 north range 14, east of the third principal meridian, in Cook County, Illinois; which survey is attached as exhibit A to the declaration of the condominium recorded as document number 25216502, together with its undivided percentage interest in the common elements Parcel 2: The exclusive rights to the use of parking space 7, a limited common element as delineated on the survey to the attached declaration aforesaid, recorded as document number 25216502.
555 W. Arlington Place, Unit 306	14-28-317-059-1015	Unit 306 in 555 West Arlington Condominium, as delineated on a survey of the following described real estate: The east 1/2 of lot 29 in Deming and others subdivision of outlot" C" in Wrightwood, a subdivision in the southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois.
555 W. Arlington Place, Unit 307	14-28-317-059-1016	Unit 307 in 555 West Arlington Condominium, as delineated on a survey of the following described real estate: The east 1/2 of lot 29 in Deming and others subdivision of out lot 'C' in Wrightwood, a subdivision in the south west 1/4 of section 28, township 40 north Illinois, which survey is attached as exhibit "A" to the declaration of condominium recorded as document number 25216502; together with its undivided percentage interest in the common elements, in Cook County, Illinois
555 W. Arlington Place, Unit 308	14-28-317-059-1017	Unit 308 in 555 West Arlington Condominium as delineated on a survey of the following described real estate: The east half of lot 29 in Deming & others subdivision of out lot "C" in Wrightwood, a subdivision in the southwest quarter of section 28, township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois which survey is attached as exhibit "A" to the declaration of condominium recorded as document number 25216502; together with its undivided percentage interest in the common elements.
555 W. Arlington Place, Unit 309	14-28-317-059-1018	Unit number 309 in 555 West Arlington Condominium as delineated on a survey of the following described real estate: The east 1/2 of lot 29 in Deming and others subdivision of out lot "C" in Wrightwood, a subdivision of out lot "C" in Wrightwood, a subdivision in the south west 1/4 of section 2840-14 east of the third principal meridian, in Cook County, Illinois; which survey is attached as exhibit "A" to the declaration of condominium recorded as document number 25216502, together with its undivided percentage interest in the common elements, in Cook County, Illinois.
555 W. Arlington Place, Unit 401	14-28-317-059-1019	Parcel 1: Unit 401 in the 555 West Arlington Condominium, as delineated on a survey of the following described real estate: The east 1/2 of lot 29 in Deming and other subdivision in the southwest 1/4 of section 28, township 40 north, range east of the third principal meridian in Cook County, Illinois; which survey is attached as exhibit "A" to the declaration of condominium recorded as document 25216502 together with its undivided percentage interest in the common elements. Parcel 2: The exclusive right to the use of parking space 9, a limited common element as delineated on the survey attached to the declaration aforesaid recorded as document 25216502
555 W. Arlington Place, Unit 402	14-28-317-059-1020	Parcel 402 in the 555 West Arlington Condominium as delineated on a survey of the following described real estate: The east 1/2 of lot 29 in Deming and others subdivision of out lot "C" in Wrightwood a subdivision in the south west 1/4 of section 28 township 40 north range 14, east of the third principal meridian, in Cook County, Illinois which survey is attached as exhibit "A" to the declaration of condominium recorded as document number 25216502 together with its undivided percentage interest in the common elements in Cook County, Illinois. Parcel 2: The exclusive right to the use of parking space 1, a limited common element, as delineated on the survey attached to the declaration aforesaid recorded as document 25216502 in, Cook County, Illinois.
555 W. Arlington Place, Unit 403	14-28-317-059-1021	Unit 403 in the 555 West Arlington Condominium as delineated on a survey of the following described real estate: The east 1/2 of lot 29 in Deming & others subdivision of out lot "C" in Wrightwood, a subdivision in the south west 1/4 of section 28, township 40 north, range 14 east of third principal meridian in Cook County, Illinois; which survey is attached as exhibit A to the declaration of condominium recorded as document number 25216502: together with its undivided percentage interest in the common elements

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555 W. Arlington Place, Unit 404	14-28-317-059-1022	Unit 404 together with its undivided percentage interest in the common elements in 555 West Arlington Condominium as delineated and defined in the declaration recorded as document no. 25216502, in the southwest 1/4 of section 28 township 40 north, range 14, east of the third principal meridian, in Cook County, Illinois.
555 W. Arlington Place, Unit 405	14-28-317-059-1023	Unit 405 together with its undivided percentage interest in the common elements in 555 West Arlington Condominium as delineated and defined in the declaration recorded as document no. 25216502,in the southwest 1/4 of section 28 township 40 north, range 14, east of the third principal meridian, in Cook County, Illinois.
555 W. Arlington Place, Unit 406	14-28-317-059-1024	Unit 406 in the 555 West Arlington Condominium, as delineated on a survey of the following described real estate: The east 1/2 of lot 29 in Deming and others subdivision of outlot in Wrightwood, a subdivision in the south west 1/4 of section 28, township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois.
555 W. Arlington Place, Unit 407	14-28-317-059-1025	Parcel 1: Unit 401 in the 555 West Arlington Condominium, as delineated on a survey of the following described real estate: The east 1/2 of lot 29 in Deming and other subdivision of out lot "C" in Wrightwood a subdivision in the southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian in Cook County, Illinois; which survey is attached as exhibit "A" to the declaration of condominium recorded as document number 25216502; together with its undivided percentage interest in the common elements.
555 W. Arlington Place, Unit 408	14-28-317-059-1026	Unit 408 in 555 West Arlington Condominium as delineated on a survey of the following described real estate: The east half (E1/2) of lot 29 in Deming and others subdivision of out lot "C" in Wrightwood, subdivision in the southwest quarter (SW1/4) of section 28, township 40 north, range 14 east of the third principal meridian in Cook County, Illinois; which survey is attached as exhibit "A" to the declaration of condominium recorded as document number 25216502; together with its undivided percentage interest in the common elements.
555 W. Arlington Place, Unit 409	14-28-317-059-1027	Unit 409 in the 555 West Arlington Condominium, as delineated on a survey of the following described real estate: The east 1/2 of lot 29 in Deming and others subdivision of out lot "C" in Wrightwood, a subdivision in the southwest 1/4 of section 28 township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois; which survey is attached as exhibit "A" to the declaration of condominium recorded as document 25216502 together with its undivided percentage interest in the common elements.
555 W. Arlington Place, Unit 501	14-28-317-059-1028	Parcel 1: Unit 501 together with its undivided percentage interest in the common elements in 555 West Arlington Condominium as delineated and defined in the declaration recorded as document number 25216502 as amended in the southwest 1/4 of section 28, township 40 north range 14, east of the third principal in Cook County, Illinois. Parcel 2: The exclusive right to the use of parking space 10, a limited common element as delineated on the survey to the attached declaration aforesaid, recorded as document no. 25216502.
555 W. Arlington Place, Unit 502	14-28-317-059-1029	Parcel 1: Unit 502 in 555 West Arlington Condominium as delineated on a survey of the following described real estate: The east 1/2 of lot 29 in Deming and others subdivision of outlot "C" in Wrightwood a subdivision in the southwest 1/4 of section 28 township 40 north, range 14 east of the third principal meridian in Cook County, Illinois which survey is attached as exhibit "A" to the declaration of condominium recorded as document number 25216502 together with its undivided percentage interest in the common elements in Cook County, Illinois. Parcel 2: The exclusive right to the parking space 18 a limited element as delineated on the survey attached to the declaration aforesaid recorded as document number 25216502 in Cook County, Illinois.
555 W. Arlington Place, Unit 503	14-28-317-059-1030	Parcel 1: Unit number 201 in the 555 W. Arlington condominium, as delineated on a survey of the following real estate: The east 1/2 of lot 29 in Deming and other subdivision of outlot "c" in Wrightwood, a subdivision in south west 1/4 of section 28, township 40 north, range 14 east of the third principal meridian, in Cook county, Illinois. Which survey is attached as exhibit "A" to the declaration of condominium recorded as document 25216502; together with its undivided percentage interest in the common elements, in Cook county, Illinois. Parcel 2: The exclusive right to the use of parking space number 5, a limited common elements, as delineated on the survey attached to the declaration aforesaid, recorded as document 25216502 in Cook county Illinois.

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555 W Arlington Place, Unit 504	14-28-317-059-1031	Parcel 2: Unit 504 in the 555 West Arlington Condominium as delineated on a survey of the following described real estate: The east 1/2 of lot 29 in Deming & other subdivision of out lot "C" in Wrightwood, a subdivision in the southwest 1/4 of section 28, township 40 north, range 14, east of the third principal meridian in Cook County, Illinois which survey is attached as exhibit "A" to the declaration of condominium recorded as document number 25216502 together with its undivided percentage interest in the common elements. Parcel 2: The exclusive right to the use of parking space 15, a limited common element as delineated on the survey to the attached declaration aforesaid, recorded as document number 25216502
555 W. Arlington Place, Unit 505	14-28-317-059-1032	Unit 505 in the 555 West Arlington Condominium as delineated on survey of the following real estate: The east 1/2 of lot 29 in Deming and other subdivision of out lot "C" in Wrightwood, a subdivision in the southwest 1/4 of section 28, township 40 north, range east 14 of the third principal meridian, in Cook County, Illinois, which survey is attached as exhibit "A" to the declaration of condominium recorded as document 25216502 together with its undivided percentage interest in the common elements in Cook County, Illinois.
555 W. Arlington Place, Unit 506	14-28-317-059-1033	Unit 505 in the 555 West Arlington Condominium as delineated on survey of the following real estate: The east 1/2 of lot 29 in Deming and other subdivision of out lot "C" in Wrightwood, a subdivision in the southwest 1/4 of section 28, township 40 north, range 14, east of the third principal meridian in Cook County, Illinois, which survey is attached as exhibit "A" to the declaration of condominium recorded as document 25216502 together with its undivided percentage in the common elements, in Cook County, Illinois.
555 W. Arlington Place, Unit 507	14-28-317-059-1034	Unit 505 in the 555 West Arlington Condominium as delineated on survey of the following real estate: The east 1/2 of lot 29 in Deming and other subdivision of out lot "C" in Wrightwood, a subdivision in the southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois, which survey is attached as exhibit "A" to the declaration of condominium recorded as document number 25216502 together with its undivided percentage interest in the common elements, in Cook County, Illinois.
555 W. Arlington Place, Unit 508	14-28-317-059-1035	Unit 508 in 555 West Arlington Condominium as delineated on a survey of the following described real estate: The east 1/2 of lot 29 in Deming and others subdivision of out lot "C" in Wrightwood a subdivision in the southwest 1/4 of section 28 township 40 north, range 14, east of the third principal meridian, in Cook County, Illinois, which survey is attached as exhibit "A" to the declaration of condominium recorded as document number 25216502; together with its undivided percentage interest in the common elements in Cook County, Illinois.
555 W. Arlington Place, Unit 509	14-28-317-059-1036	Unit 509 together with its undivided percentage interest in the common elements in 555 West Arlington Condominium as delineated and defined in the declaration recorded as document number 25216502 in the southwest 1/4 of section 28 township 40 north, range 14, east of the third principal meridian in Cook County, Illinois.
557 W. Arlington Pl.	14-28-317-008-0000	The east 25 feet of the west 50 feet of lot 29 in outlot "C" of Wrightwood, a subdivision of the southwest 1/4 of section 28 township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois.
559 W. Arlington Pl.	14-28-317-007-0000	The west 25 feet of sub lot 29 in out lot "C" in Wrightwood, a subdivision of the southwest 1/4 of section 28, township 40 range 14 east of the third principal meridian, in Cook County, Illinois.
561 W. Arlington Pl.	14-28-317-004-0000	Lot 1 in the subdivision of lot 28 in the subdivision of out lot "C" in Wrightwood, being subdivision of the south west quarter of section 28 township 40 north, range 14, east of the third principal meridian, in Cook County, Illinois.
563 W. Arlington Pl.	14-28-317-003-0000	Lot 2 in the subdivision of lot 28 in the subdivision of lot c in Wrightwood, a subdivision of the southwest 1/4 of section 28, township 40 north, range 14, east of the third principal meridian, in Cook County, Illinois.
565 W. Arlington Pl.	14-28-317-002-0000	Lot 3 in the subdivision of lot 28 in the subdivision of lot c in Wrightwood, a subdivision of the southwest 1/4 of section 28, township 40 north, range 14, east of the third principal meridian, in Cook County, Illinois.
567-69 W. Arlington Pl. / 2433-35 N. Geneva Terr.	14-28-317-001-0000	Lot 4 in the subdivision of lot 28 in the subdivision of lot c in Wrightwood, a subdivision of the southwest 1/4 of section 28, township 40 north, range 14, east of the third principal meridian, in Cook County, Illinois.
603 W. Arlington Pl.	14-28-315-022-0000	Lot 1 and lot 2 (except the south 20.17 feet thereof) in Schick's subdivision of lot 1 and 2 in the subdivision of lot 27 in outlot "C" of Wrightwood being a subdivision of the southwest 1/4 of section 28 , township 40 north , range 14, east of the third principal meridian in Cook County, Illinois.
609 W. Arlington Pl.	14-28-315-021-0000	Lot 3 in Schick's subdivision of sub lots 1 and 2 in the subdivision of lot 27 of outlot c in Wrightwood, being a subdivision of part of the southwest quarter of section 28, township 40 north, range 14, east of the third principal meridian, in Cook County, Illinois

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611-13 W. Arlington Pl.	14-28-315-020-0000	The east 1/2 of lot 26 of outlot "C" in Wrightwood, being a subdivision of the southwest 1/4 of section 28, township 40 north range 14 east of the third principal meridian, in Cook County, Illinois.
617 W Arlington Pl.	14-28-315-019-0000	The west 1/2 of lot 26 of outlot "C" in Wrightwood, being a subdivision of the southwest 1/4 of section 28, township 40 north range 14 east of the third principal meridian, in Cook County, Illinois.
623 W. Arlington Pl.	14-28-315-018-0000	The east half of lot 25 in subdivision of out lot "C" in subdivision of the southwest quarter of section 28 township 40 north , range 14 east of the third principal meridian, in Cook County, Illinois.
625 W. Arlington Pl.	14-28-315-017-0000	The west 1/2 of lot 25 in the subdivision of out lot C in Wrightwood in the southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois.
625 W. Arlington Place, Unit 1N	14-28-315-017-0000	The west half of lot 25 in the subdivision of out lot C in Wrightwood in the south west quarter of section 28, township 40 north, range 14 east of the third principal meridian in Cook County, Illinois.
625 W. Arlington Place, Unit 2N	14-28-315-017-0000	The west 1/2 of lot 25 in the subdivision of out lot C in Wrightwood in the southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois.
625 W. Arlington Place, Unit 3N	14-28-315-017-0000	The west 1/2 of lot 25 in the subdivision of out lot C in Wrightwood in the southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois.
625 1/2 W. Arlington Place, Unit 3N	14-28-315-017-0000	The west 1/2 of lot 25 in the subdivision of out lot C in Wrightwood in the southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois.
627 W. Arlington Pl.	14-28-315-017-0000	The west 1/2 of lot 25 in the subdivision of out lot C in Wrightwood in the southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois.
627 W. Arlington Place, Unit 3N	14-28-315-017-0000	The west 1/2 of lot 25 in the subdivision of out lot C in Wrightwood in the southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois.
627 W. Arlington Place, Unit N Duplex	14-28-315-017-0000	The west 1/2 of lot 25 in the subdivision of out lot C in Wrightwood in the southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois.
627 1/2 W. Arlington Place, Unit 3	14-28-315-017-0000	The west 1/2 of lot 25 in the subdivision of out lot C in Wrightwood in the southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois.
631 W. Arlington Pl.	14-28-315-044-0000	The east 23 feet of the east half of lot 24 in block "C" in Wrightwood in section 28 township 40 north range 14 east of the third principal meridian, in Cook County, Illinois.
633 W Arlington Pl.	14-28-315-043-0000	The east 1/2 of lot 24 (except the east feet thereof) in block C in Wrightwood in section 28, township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois.
635 W. Arlington Pl.	14-28-315-014-0000	The west half of lot 24 in the subdivision of out lot in Wrightwood being a subdivision of the south west quarter of section 28, township 40 north, range 14, east of the third principal meridian, in Cook County, Illinois.
643 W. Arlington Pl.	14-28-315-013-0000	The east 1/2 of lot 23 in the subdivision of out lot "C" in Wrightwood in the south west quarter 1/4 of section 28, township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois.
647 W. Arlington Pl.	14-28-315-012-0000	The east 1/2 of the west 1/2 of lot 23 in the subdivision of out lot "C" in the subdivision of the southwest 1/4 of section 28, township 40 north range 14, east of the third principal meridian, in Cook County, Illinois.
649 W. Arlington Pl.	14-28-315-011-0000	The west 1/4 of lot 23 in the subdivision of out lot C in Wrightwood a subdivision of the southwest quarter of section 28, township 40 north range 14, east of the third principal meridian in Cook County, Illinois.
522 W. Deming Pl.	14-28-313-047-0000	Lot 1 in Swift's subdivision of lot 11 in Cook County Clerk's division of out "D" in Wrightwood in Cook County, Illinois described as following: commencing at the southeast corner of lot 1 running thence northwesterly along the westerly line of alley 190 feet; thence south westerly along the southerly line of alley 36 feet; thence southeasterly 190 feet more or less to a point on the north line of Deming Court, 40 feet from the point of beginning and the easterly on the northerly line of Deming Court 40 feet to point of beginning in Cook County, Illinois.

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526 W. Deming Pl.	14-28-313-046-0000	That part of lot 1 in Swift's subdivision of lot 11 in the County Clerk's division of out lot "D" of Wrightwood, being a subdivision of the south west 1/4 of section 28, township 40 north, range 14 east of the third principal meridian described as following: commencing at a point in the southerly line of said lot 1 (said southerly line being the northerly line Deming Court) 40 feet southwesterly from the southeasterly corner said lot 1 thence westerly along said southerly line of said lot 1 60 feet thence northerly to a point in the southerly line of the alley in the rear of said lot 1, 27 feet easterly from the northwesterly corner of said lot 1 thence easterly along the southerly line of the said alley 54 feet more or less to a point of 36 feet southerly of the north east corner of said lot 1 thence southerly to the point of beginning, on the southerly line of said lot 1 in Cook County, Illinois.
532 W. Deming Pl.	14-28-313-045-0000	That part of lot 1 in Swift's subdivision of lot 11 in the County Clerk's division of out lot "D" of Wrightwood being a subdivision of the south west quarter of section 28 township 40 north, range 14 east of the third principal meridian, described as the follows: commencing at the south west corner of lot 1, running thence northwesterly along the west line of said lot 1, 190 feet to the south line of the alley: thence northeasterly along said south line 27 feet thence southeasterly 190 feet to a point in the north line of the Deming Court 30 feet easterly to the point of beginning thence south along the north line of Deming Court, 30 feet to the point of beginning.
536 W. Deming Pl.	14-28-313-055-1001 through 14-28-313-055-1004	That part of sublot 14 in the subdivision of lot 12 in County Clerk's division of out lot "D" in Wrightwood a subdivision of the south west 1/4 of section 28 township 40 north range 14 east of the third principal meridian, described as follows: beginning at the south east corner of sublot 14; thence running northwesterly along the easterly line of said 190 feet to the northeast corner thereof; thence running westerly along the northerly line of said sublot 35 feet; thence running southeasterly to a point at the southeasterly line of said sublot running easterly along the southerly line of said lot 40 feet to the point of beginning in Cook County, Illinois which survey is attached as exhibit "A" to the declaration of condominium recorded as document 24717200 and as amended by document 25043641
536 W. Deming Place, Unit A	14-28-313-055-1001	Unit no. "A" in 536 Deming Condominium as delineated on a survey of the following described real estate: That part of sublot 14 in the subdivision of lot 12 in County Clerk's division of out lot "D" in Wrightwood a subdivision of the south west 1/4 of section 28 township 40 north range 14 east of the third principal meridian, described as follows: beginning at the south east corner of sublot 14; thence running northwesterly along the easterly line of said 190 feet to the northeast corner thereof; thence running westerly along the northerly line of said sublot 35 feet; thence running southeasterly to a point at the southeasterly line of said sublot running easterly along the southerly line of said lot 40 feet to the point of beginning in Cook County, Illinois which survey is attached as exhibit "A" to the declaration of condominium recoded as document 24717200 and as amended by document 25043641 together with its undivided percentage interest in the common elements in Cook County, Illinois.
536 W. Deming Place, Unit B	14-28-313-055-1002	Unit no. "B" in 536 Deming Condominium as delineated on a survey of the following described real estate: That part of sublot 14 in the subdivision of lot 12 in County Clerk's division of out lot "D" in Wrightwood a subdivision of the south west 1/4 of section 28 township 40 north range 14 east of the third principal meridian, described as follows: beginning at the south east corner of sublot 14; thence running northwesterly along the easterly line of said 190 feet to the northeast corner thereof; thence running westerly along the northerly line of said sublot 35 feet; thence running southeasterly to a point at the southeasterly line of said sublot running easterly along the southerly line of said lot 40 feet to the point of beginning in Cook County, Illinois which survey is attached as exhibit "A" to the declarationn of condominium recoded as document 24717200 and as amended by document 25043641 together with its undivided percentage interest in the common elements in Cook County, Illinois.
536 W. Deming Place, Unit C	14-28-313-055-1003	Unit "C" in 536 Deming Condominium as delineated on a survey of the following described real estate: that part of sub-lot 14 in subdivision of lot 12 in the County Clerk's subdivision of outlot "D" in Wrightwood, a subdivision of the southwest 1/4 section 28, township 40 range 14 east of the third principal meridian described as follows: beginning at the south east corner of said sub-lot 14; thence running northwesterly along the easterly line of said sub- lot 190 feet to the northeast corner 40 thereof; thence running easterly along the southerly line of said sub lot 40 feet to the point of beginning which survey is attached as exhibit "A" to the declaration of condominium recorded as document 24717200 together with its undivided percentage interest in the common elements in Cook County, Illinois.

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536 W. Deming Place, Unit D	14-28-313-055-1004	Unit D in 536 Deming Condominium as delineated on a survey of the following described real estate: that part of sublot 14 in the subdivision of the southwest 1/4 of section 28 township 40 north range 14 east of the third principal meridian described as follows: beginning at the southeast corner of said sublot, 190 feet to the northeast corner thereof; thence running westerly along the point northerly line of said sub lot 35, feet thence running southeasterly to a point in the southerly line of said sublot which is 40 feet west from the southwest corner thereof; thence running easterly line of said sublot 40 feet to the point of beginning in Cook County, Illinois; which survey is attached as exhibit A to the declaration of condominium recorded as document 24717200 and together with its undivided percentage interest in the common elements, in Cook County, Illinois.
538 W. Deming Pl.	14-28-313-033-0000	That part of lots 13 and 14 in subdivision of lot 12 in Cook County Clerk's division of out lot" D" in Wrightwood subdivision of the south west 1/4 of section 28, township 40 north range 14, east of the third principal meridian, described as follows, commencing at a point on the south line of said lot 14, 10.44 feet east of the south west corner thereof thence north 190 feet to a point on the north line of said lot 14, 9.20 feet east of the north west corner thereof; thence west on the north line of said lot 13 and 14, 25 feet; thence *south 190 feet to a point on the south line of said lot13 16.56 feet west of the south east* corner thereof; thence east on the south line of said lots 13 and 14, 27 feet to the place of beginning, in Cook County, Illinois.
542 W. Deming Pl.	14-28-313-057-1001 through 14-28-313-057-1003	That part of subdivision of out lot "D" in Wrightwood being a subdivision at that part of the southwest 1/4 of section 28 township 40 north range east of the third principal meridian lying west of a line extended from a point in the north line of said lot 13, 28.4 feet from the southwest corner of said subdivision lot 13 aforesaid, which survey is attached as exhibit" A" to the declaration of condominium recorded as document 26528711
542 W. Deming Pl., Unit A	14-28-313-057-1001	Unit A in 542 in Deming Place Condominium, as delineated on a survey of the following described real estate; that part of subdivision of out lot "D" in Wrightwood being a subdivision at that part of the southwest 1/4 of section 28 township 40 north range east of the third principal lying west of a line extended from a point in the north line of said lot 13, *28.4 feet from the southwest corner of said subdivision lot 13 aforesaid, which survey* is attached as exhibit "A" to the declaration of condominium recorded as document 26528711 together with its undivided percentage interest in the common elements, in Cook County, Illinois.
542 W. Deming Pl., Unit B	14-28-313-057-1002	Unit number B in 542 Deming Place Condimonium as delineated on survey of the following described parcel of real estate (hereinafter refered to as parcel): that part of subdivision lot 13 in the subdivision of lot 12 in County Clerk's division of out lot "D" in Wrightwood, a subdivision of the south west 1/4 of section 28 township 40 range 14 east of the third principal meridian lying west of a line extended from a point in the north line of said 13, 28.4 feet from the northwest corner of said lot to a point in the south line of said lot 33.88 feet from the south west corner of said subdivision of lot 13 in Cook County, Illinois; which survey and amendments thereto, if any are attached as exhibit "A" to declaration of condominium ownership for the 542 Deming Place Condominium made by Mid Town Bank and Trust Company of Chicago as trust number 1034 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois as document number 25628711 with its undivided percentage interest in the common elements in Cook County, Illinois.
542 W. Deming Pl., Unit C	14-28-313-057-1003	Unit no. "B" in 542 Deming Condominium as delineated on a survey of the following described real estate: That part of subdivision of lot 13 in County Clerk's division of out lot "D" in Wrightwood, being a subdivision of that part of the southwest 1/4 of section 28 township 40 north range 14, east of the third principal meridian lying west of the extended from a point in the north line of said lot 13, 28.4 feet from the northwest *corner from the south west corner of subdivision lot 13 aforesaid ; which survey is* attached as exhibit "A" to the declaration of condominium recorded as document 26328711; together with its undivided percentage interest in the common elements, in Cook County, Illinois.
546 W. Deming Pl.	14-28-313-031-0000	Lot 12 in subdivision of lot 12 in County Clerk's division of outlot D in Wrightwood, a subdivision of the southwest 1/4 of section 28, township 40 north, range 14, east of the third principal meridian, in Cook County, Illinois.

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548-52 W. Deming Pl.	14-28-313-030-0000	In lot 10 (except that part of lot 10 commencing at the southwest corner of said lot 10; then northerly along the western line of said lot 10 190 feet to the northern line of said lot 10; then easterly along the north line of said lot 1044 feet and 2 5/8 inches to the eastern line of said lot 10 then southerly to a point on a southern line of said lot 10 then; westerly along the southern line of said lot 10 being also the northern line Deming Place) 46 feet east of the southwest corner of said lot 10 westerly along the southern line of said lot 10 being also the northern line of Deming Place 46 feet to the place of beginning and lot 11 in Geo. S. Pepper subdivision of lot 12 of County Clerk's division of lot D in Wrightwood, a subdivision of the southwest 1/4 of section 28 township 40 north range 14 east of the third principal meridian in Cook County, Illinois; which survey is attached as exhibit "A" to the declaration of condominium recorded May 30, 2006 as document number 0615018011
548 W. Deming Place, Unit 2	14-28-313-030-0000	Parcel 1: Unit no. 548-2 in Deming Flats Condominium which declaration recorded on May 30, 2006 as document no. 0615018011 described as follows: In lot 10 (except that part of lot 10 commencing at the southwest corner of said lot 10; then northerly along the western line of said lot 10 190 feet to the northern line of said lot 10; then easterly along the north line of said lot 1044 feet and 2 5/8 inches to the eastern line of said lot 10 then southerly to a point on a southern line of said lot 10 then; westerly along the southern line of said lot 10 being also the northern line Deming Place) 46 feet east of the southwest corner of said lot 10 westerly along the southern line of said lot 10 being also the northern line of Deming Place 46 feet to the place of beginning and lot 11 in Geo. S. Pepper subdivision of lot 12 of County Clerk's division of lot D in Wrightwood, a subdivision of the southwest 1/4 of section 28 township 40 north range 14 east of the third principal meridian in Cook County, Illinois; which survey is attached as exhibit "A" to the declaration of condominium recorded May 30, 2006 as document number 06150180
548 W. Deming Place, Unit 3	14-28-313-030-0000	Unit No. 548-3 in Deming Flats Condominium which declaration recorded on May 30, 2006 as document no. 0615018011 described as follows: In lot 10 (except that part of lot 10 commencing at that point at the southwest corner of said lot 10; then northerly along the western line of said lot 10 190 feet to the northern line of said lot 10 then; easterly along the northern line said lot 10 44 feet and 2 5/8 inches to the eastern line of said lot 10; then southerly to a point on the southern line of said lot 10 being also the northern Deming Place 46 feet east of the south west corner said lot 10 then westerly along the southern line of said lot 10(being also the northern line Deming Place) 46 feet to the place of beginning and lot 11 in the Geo S. Pepper subdivision of lot 12 of County Clerk's division of lot 12 County Clerk's division of lot D in Wrightwood, a subdivision of the southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois; which survey is attached to exhibit A to the declaration of condominium recorded May 30, 2006 as document number 0615018011 together with
550 W. Deming Place, Unit 1	14-28-313-030-0000	Parcel 1: Unit no. 550-1 in Deming Flats Condominium which declaration recorded on May 30, 2006 as document no. 0615018011 described as follows. In lot 10 (except that part of lot 10 commencing at a point at the southwest corner of said lot 10; then northerly along the western line of said lot 10 190 feet to the northern line of said lot 10 then; easterly along the northern line of said lot 10 44 feet and 2 5/8 inches to the eastern line of said lot 10 then southerly to a point on the southern line of said lot 10 (being also the northern line of Deming Place) 46 feet east of the southwest corner of said lot 10 (being also the northern line of Deming Place) 46 feet to the place of beginning) and lot 11 in the Geo. S. Pepper's subdivision of lot 12 of County Clerk's division of lot D in Wrightwood, a subdivison of the southwest 1/4 of section 28, township 40 north range 14 east of the third principal meridian in Cook County, Illinois. Parcel 2: The exclusive right to the use of storage unit s-5, a limited common element as delineated on the survey attached to the declaration aforesaid recorded on May 30, 2006 as document number 06
550 W. Deming Place, Unit 2	14-28-313-030-0000	Parcel 1: Unit N0. 550-2 in Deming Flats Condominium which declaration recorded on May 30, 2006 as document no. 0615018011 described as follows. In lot 10 (except that part of lot 10 commencing at a point at the southwest corner of said lot 10; then northerly along the western line of said lot 10 190 feet to the northern line then; easterly along the northern of said lot 10 44 feet and 2 5/8 (being also the northern line of Deming Place) 46 feet of the south west corner of said lot 10 (being also northern line of Deming Place) 46 feet to the place of beginning)and lot 11 in the Geo. S. Pepper's subdivision of lot D Wrightwood, a subdivision of the southwest 1/4 of section 28, township 40 north range 14 east of the third principal meridian, in Cook County, Illinois. Parcel 2: The exclusive right to the use of storage unit S -3, a limited common element as delineated on the survey attached to the declaration aforesaid recorded on May 30, 2006 as document number 0615018011 together with its undivided percentage interest in the common elements, all in Cook County, Illinois.

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558 W. Deming	14-28-313-030-0000	In lot 10 (except that part of lot 10 commencing at a point at the southwest corner of said lot 10; then northerly along the western line of said lot 10 190 feet to the northern line of said lot 10; then easterly along the northern of said lot 10 44 feet and 2 5/8 inches to the eastern line of said lot 10; then southerly to a point on the southern line of said lot 10 (being also the northern line of Deming Place) 46 feet east of the southwest corner of said lot 10 then; westerly along the southern line of said lot 10 being also the northern line Deming Place 46 feet to the place of the beginning and lot 11in Geo. S. Pepper's subdivision of lot 12 of County Clerk's division of lot D in Wrightwood, a subdivision of the southwest 1/4 of section 28, township 40 north range 14 east of the third principal meridian, in Cook County, Illinois.
558 W. Deming Place, Unit 2	14-28-313-030-0000	Parcel 1: Unit no.550-1 in Deming Flats Condominium which declaration recorded on May 30, 2006 as document no. 0615018011 described as follows. In lot 10 (except that part of lot 10 commencing at a point at the southwest corner of said lot 10; then northerly along the western line of said lot 10 190 feet to the northern line of said lot 10 then; easterly along the northern of said lot 10 44 feet and 2 5/8 inches to the eastern line of said lot 10; then southerly to a point on the southern line of said lot 10 (being also the northern line of Deming Place) 46 feet east of the southwest corner of said lot 10 then; westerly along the southern line of said lot 10 being also the northern line Deming Place 46 feet to the place of the beginning and lot 11in Geo. S. Pepper's subdivision of lot 12 of County Clerk's division of lot D in Wrightwood, a subdivision of the southwest 1/4 of section 28, township 40 north range 14 east of the third principal meridian, in Cook County, Illinois. Parcel 2 : The exclusive right to the use of storage unit S-9, a limited common element as delineated on the survey attached to th declaration aforesaid record
558 W. Deming Place, Unit 3	14-28-313-030-0000	Parcel 1: Unit no. 550-1 in Deming Flats Condominium which declaration recorded on May 30, 2006 as document no. 0615018011 described as follows. In lot 10 (except that part of lot 10 commencing at a point at the southwest corner of said lot 10; then northerly along the western line of said lot 10 190 feet to the northern line said lot 10 then; easterly along the northern of said lot 10 44 feet and 2 5/8 inches to the eastern line of said lot 10 then; southerly to a point on the southern line of said lot 10; then westerly along the southern line of said lot 10 being also the northern line of Deming Place 46 feet to the place of beginning and lot 11 in Geo.S. Pepper's subdivision of lot 12 of County Clerk's division of lot D in Wrightwood, a subdivision of the southwest 1/4 of section 28 township 40 north range 14 east of the third principal meridain in Cook County, Illinois, which survey is attached to exhibit "A" to the declaration of condominium recorded May 30, 2006 as document number 0615018011 together with its undivided percentage interest in the common elements, all in Cook County, Illinois. Parcel 2: The exclusive right to the u
560 W. Deming Place, Unit 2	14-28-313-030-0000	Parcel 1: Unit no.560-2 in Deming Flats Condominium which declaration recorded on May 30, 2006 as document no. 0615018011 described as follows. In lot 10 (except that part of lot 10 commencing at a point at the southwest corner of said lot 10; then northerly along the western line said lot 10 190 feet to the northern line of said lot 10; then esaterly along the northern line of said lot 10 44 feet and 2 5/8 inches to the eastern line of Deming Place 46 feet east of the southwest corner of said lot 10; then westerly along the southern line of said lot 10 being also the northern line of Deming Place 46 feet to the place of beginning and lot 11 in Geo. S. Pepper's subdivision of lot 12 of County Clerk's division of lot D in Wrightwood, a subdivision of the southwest 1/4 of section 28 township 40 north range 14 east of the third prlcipal meridian, in Cook County, Illinois which survey is attached as exhibit "A" to the declaration of condominium recorded May 30, 2006 as document number 0615018011 together with its undivided percentage interest in the common elements all in Cook County, Illinois; which survey is attached as exhibit "A" to t
562 W. Deming Place, Unit 2	14-28-313-030-0000	Parcel 1: Unit no. 562-2 in Deming Flats Condominium which declaration recorded on May 30, 2006 as document no. 0615018011 described as follows: In lot 10 except that part of lot 10 commencing at point at the southwest corner of said lot 10 then; northerly along the western line of said lot 10 190 feet to the northern line of said lot 10; then easterly along along the northern line of said lot 10 44 feet and 2 5/8 inches to the eastern line of said lot 10 then southerly to a point on the southern line said lot 10 (being also the northern line of Deming Place) 46 feet east of the southwest corner of said lot 10 then; westerly along the southern line of said lot 10 (being also the northern line of Deming Place) 46 feet to the place of beginning and lot 11 in in Geo. S. Pepper's subdivision of lot 12 of County Clerk's division of lot D in Wrightwood a subdivision of the southwest 1/4 of section 28, township 40 north range 14 east of the third principal, meridian, in Cook County, Illinois which survey is attached as exhibit "A" to the declaration of condominium recorded May 30, 2006 as document number 0615018011 to

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562 W. Deming Place. Unit 3	14-28-313-030-0000	Parcel 1:Unit No. 526-3 in Deming Flats Condominium which declaration recorded on May 30, 2006 as document no. 0615018011 described as follows: In lot (expect that part of lot 10 commencing at a point at a point at th southwest corner of said lot 10; then northerly along the western line of said lot 10 190 feet to the northern line of said lot 10; then easterly along the northern line of said lot 10 44 feet and 2 5/8 inches to the eastern line of said lot 10;then southerly to point on the sothern line of said lot 10 (being also the northern line of Deming Place) 46 feet east of the southwest comer of said lot 10; then westerly along the southern line of said lot 10 (being also the northern line of Deming Place) 46 feet to the place of beginning) and lot 11 in Geo. S Pepper's subdivision of lot 12 of County Clerk's division of lot D in Wrightwood, a subdivision of the southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois; which survey is attached as exhibit "A" to the declaration of condominium recorded May 30, 2006 as document number 0615018011 together with its undivided per
602 W. Deming Pl.	14-28-313-029-0000	That part of lot 10 commencing at a point at the south west corner of said lot 10, thence northerly along the west line of said lot 10 190 feet to the north of said 10 thence easterly along the north line of said lot 10, 44 feet 2 5/8 inches to the easterly line said lot 10, thence south to a point the south line of said lot 10 being also the north line of Deming Place 46 feet to the point of beginning in the south division of lot 12 in County Clerk's division of out block ' D' in Wrightwood being a subdivision of the south west quarter section 28, township 40 north, range 14, east of the third principal meridian as per plat recorded December 12, 1885 in book 21 of plats, page 22 as document 676 392 in Cook County, Illinois.
608 W. Deming Pl.	14-28-313-028-0000	Lot 9 in Pepper's subdivision of lot 12 in County Clerk's division of out lot ' D' in Wrightwood, being a subdivision of the southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois.
612 W. Deming Pl.	14-28-313-027-0000	Lot 8 in the subdivision of lot 12 in County Clerk's division of outlot "D" in Wrightwood, said Wrightwood being a subdivision of the southwest quarter of section 28 township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois.
618 W. Deming Pl.	14-28-313-026-0000	Lot 7 in George S. Pepper's subdivision of original lot "D" of Wrightwood's subdivision in section 28, township 40 north, range 14, east of the third principal meridian in Cook County, Illinois.
622 W. Deming Pl.	14-28-313-052-0000	That part of sub lot 3 in Potter's subdivision of lot 13 in the County Clerk's division of lot D in Wrightwood said Wrightwood, being a subdivision of the southwest quarter of section 28, township 40 range 14 east of the third meridian, described as follows: commencing at a point on the southerly line of sub lot 3 aforesaid being the northerly line of Deming Court 100 feet westerly of the easterly line of said sub lot; thence northerly to a point on northerly line said sub lot 92 feet and two and one half (2- 1/2) inches west of the north easterly comer of said sub lot; thence easternly along said northerly line to the northerly corner of said sub lot; thence southernly of the easternly line of sub lot to the southernly corner thereof; thence westernly along said southernly line 100 feet to the place of beginning, Cook County, Illinois.
632 W. Deming Pl.	14-28-313-051-0000	That part of lot 3 in Potter's subdivision of lot 13 in County Clerk's division of outlot "D" of Wrightwood (said Wrightwood being a subdivision of the southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian,) described as follows: commencing at the south west corner of said lot 3; thence north 190 feet more or less *along the west line of said lot 3 to the south line of alley; thence easterly along the south* line of said alley to a point of 46 feet 1 1/4 inches east of the west line of said lot 3; thence south to a point down north line of Deming Court 50 feet east of the south west corner of said lot 3; thence westernly along the north line of Deming Court to the place of beginning, in Cook County, Illinois.
638 W. Deming Pl.	14-28-313-022-0000	Lot 4 in Potter's subdivision of lot 13 in County Clerk's division of outlot "D" of Wrightwood, being a subdivision of the southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois. **The District includes the St. Clement Church rectory building that is part of this legal description. The District does not include the St. Clement Church building and two-story connector to the rectory building that is also part of this legal description, and the church building and two-story connector are expressly omitted from the District.**
537-39 W. Deming Pl.	14-28-316-009-0000	The westerly 1/2 of lot 52 (except that part described as follows: Commencing at the northwest corner of said lot, thence southeasterly in a straight line to a point in the south line of said lot which is 5 feet east of south west corner; thence west along the south line of said lot to southwest corner; thence northerly along the west line of said lot to the point of beginning) in subdivision of outlot c in Wrightwood, being a subdivision of the southwest 1/4 of section 26, township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois.

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541 W. Deming Pl.	14-28-316-003-0000	Lot 1 in W. L. Prettyman's subdivision of lot 51, in the subdivision of Out-lot "C" in Wrightwood, being a subdivision in the southwest quarter (1/4) of section 28, town 40 north, range 14, east of the third principal meridian; also that part of Lot 52 in the subdivision of out-lot "c" in Wrightwood, a subdivision of the southwest quarter (1/4) of section 28, town 40 north, range 14, east of the third principal meridian, in Cook County, Illinois, described as follows: commencing at the northwest corner of said lot 52, running thence southeasterly in a straight line to a point in the south line of said lot, 5 feet east of the southwest corner thereof, thence west along said south line to the south west corner of said lot 52, thence northerly along the westerly line of said lot, to the place of beginning.
545 W. Deming Pl.	14-28-316-044-0000	Lot 1 in Geneva, resubdivision of lots 2 and 3 in W.L. Prettyman's subdivision of lots 51 in subdivision of outlot "C" Wrightwood, being a subdivision of the southwest quarter of section 28, township 40 north range 14 east of the third principal meridian, according to the plats thereof filed as document LR1472525, in Cook County, Illinois.
547 W. Deming Pl.	14-28-316-045-0000	Lot 5 in Geneva, resubdivision of lots 2 and 3 in W.L. Prettyman's subdivision of lots 51 in subdivision of outlot "C" Wrightwood, being a subdivision of the southwest quarter of section 28, township 40 north range 14 east of the third principal meridian, according to the plats thereof filed as document LR1472525, in Cook County, Illinois.
549 W. Deming Pl.	14-28-316-046-0000	Lot 4 in Geneva, a resubdivision of lots 2 and 3 in W. L. Prettyman's subdivision of lot 51 in subdivision of outlot c in Wrightwood, being a subdivision of the southwest quarter of section 28, township 40 north, range 14 east of the third principal meridian, according to plat thereof registered in the Office of the Registrar of Title of Cook County, Illinois, as document 1472525, situated in Cook County, Illinois.
551 W. Deming Pl.	14-28-316-042-0000	Lot 2 in Geneva, a resubdivision of lots 2 and 3 in W. L. Prettyman's subdivision of lot 51 in subdivision of outlot c in Wrightwood, being a subdivision of the southwest quarter of section 28, township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois.
553 W. Deming Pl.	14-28-316-043-0000	Lot 3 in Geneva, a resubdivision of lots 2 and 3 in W. L. Prettyman's subdivision of lot 51 in subdivision of outlot c in Wrightwood, being a subdivision of the southwest quarter of section 28, township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois.
601-03 W. Deming Pl.	14-28-314-013-0000	Lots 1 and 2 in Perry's subdivision of lots 4 and 5 in the subdivision of lot 49 and 50 in the subdivision of outlot c in Wrightwood, a subdivision of the southwest 1/4 of section 21, township 40 north, range 14, east of the third principal meridian, in Cook County, Illinois
605-07 W. Deming Pl.	14-28-314-032-0000	Sublot 3 of lots 49 and 50, a subdivision of outlot c in Wrightwood, a subdivision of the southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois.
611 W. Deming Pl.	14-28-314-011-0000	Lot 2 in subdivision of Lots 49 and 50 in the subdivision of outlot c of Wrightwood, a subdivision of the southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois.
615-19 W. Deming Pl.	14-28-314-036-1001 through 14-28-314-036-1017	Parcel 1: a strip of land off the east side of lot 48 in the subdivision of outlot "C" of Wrightwood being 5 feet wide on Deming Court and 6 feet wide on the alley. Parcel 2 : Lot 1 in the subdivision of lots 49 and 50 in said subdivision of out lot "C" of Wrightwood a subdivision of the southwest 1/4 of section 28 township 40 north range 14 east of the third principal meridian, in Cook County, Illinois. Parcel 3: The east 1/2 of lot 48 (except a strip of land the whole length of the east side of said lot 48, 5 feet in width in Deming Court and 6 feet in width on the alley at south end thereof) in the subdivision of out lot "C" in Wrightwood a subdivision of the southwest 1/4 of section 28 township 40 north range 14 east of the third principal meridian in Cook County, Illinois; which survey is attached as exhibit "D" to the declaration of condominium recorded as document no. 99184098
615 W. Deming Pl., Unit 201	14-28-314-036-1001	Unit 201 and garage unit P-14 in Stonegate Terrace Condominium as delineated on a survey of the following described real estate: Parcel 1: a strip of land off the east side of lot 48 in the subdivision of outlot "C" of Wrightwood being 5 feet wide on Deming Court and 6 feet wide on the alley .Parcel 2 : Lot 1 in the subdivision of lots 49 and 50 in said subdivision of out lot "C" of Wrightwood a subdivision of the southwest 1/4 of section 28 township 40 north range 14 east of the third principal meridian, in Cook County, Illinois. Parcel 3: The east 1/2 of lot 48 (except a strip of land the whole length of the east side of said lot 48, 5 feet in width in Deming Court and 6 feet in width on the alley at south end thereof) in the subdivision of out lot "C" in Wrightwood a subdivision of the southwest 1/4 of section 28 township 40 north range 14 east of the third principal meridian in Cook County, Illinois; which survey is attached as exhibit "D" to the declaration of condominium recorded as document no. 99184098 together with its undivided percentage interest in the common elements, all in Cook County, Illinois.

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615 W. Deming Pl., Unit 202	14-28-314-036-1002	Unit 202 and garage unit P-13, in Stonegate Terrace Condominium as delineated on a survey of the following described real estate: Parcel 1: A strip of land off the east side of lot 48 in the subdivision of outlot "C" of Wrightwood being 5 feet wide on Deming Court and 6 feet on the alley. Parcel 2: Lot 1 in the subdivision of lots 49 and 50 in said subdivision of outlot "C" of Wrightwood a subdivision of the southwest 1/4 of section 28 township 40 north, range 14 east of the third principal meridian in Cook County, Illinois Parcel 3: The east 1/2 of lot 48 (expect a strip of land the whole length of the east side of said lot 48, 5 feet in width in Deming Court and 6 feet width on the alley at south end thereof) in the subdivision of outlot "C" in Wrightwood, a subdivision of the southwest 1/4 of section 28 township 40 north, range 14 east of the third principal meridian in Cook County, Illinois; which survey is attached as exhibit "D" to the declaration of condominium recorded as document no. 99 184098 together with its undivided percentage interest in the common elements all in Cook County, Illinois.
615 W. Deming Pl., Unit 203	14-28-314-036-1003	Unit 203 and P-24 together with its undivided percentage interest in the common elements in Stonegate Terrace Condominium as delineated on a survey of the following described parcel of real estate: Parcel 1: A strip of land of the east side of lot 48 in the subdivision of out lot "C" of Wrightwood being 5 feet wide on Deming Court and 6 feet wide on the alley. Parcel 2: Lot 1 in the subdivision off lots 49 and 50 in said subdivision of out lot "C" of Wrightwood subdivision of the south west 1/4 of secton 28 township 40 north range 14 east of the third principal meridian, in Cook County, Illinois. Parcel 3: The east 1/2 of lot 48 (except a strip of land the whole length of the east side of said lot 48.5 feet in width in Deming Court and 6 feet in width on the alley at south end thereof) in the subdivision of out lot "C" in Wrightwood, a subdivision of the southwest 1/4 of section 28 township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois. which survey is attached as an exhibit to the declaration of condominium recorded as document.
615 W. Deming Pl., Unit 204	14-28-314-036-1004	Unit 204 and garage unit P-15 in Stonegate Terrace condominium as delineated on a survey of the following described real estate: Parcel 1: a strip of land off the east side of lot 48 in the subdivison of outlot "C" of Wrightwood being of the following described real estate: Parcel 1: A strip off the east side of lot 48 in the subdivision of outlot "C" Wrightwood being 5 feet wide on Deming Court and 6 feet wide on the alley; Parcel 2: Lot 1 in the subdivision of lot 49 and 50 in said subdivision of out lot "C" of Wrightwood a subdivision of the southwest 1/4 of section 28 township 40 north range east of the third principal meridian; in Cook County, Illinois. Parcel 3: The east 1/2 of 48 (except a strip of land the whole length of the east side of said lot 48, 5feet in width in Deming court, and 6 feet in width on the alley at the south end thereof in the subdivision of out lot "C" in Wrightwood, a subdivision of the south west 1/4 of section 28 township 40 north range 14 east of the third principal meridian in Cook County, Illinois
615 W. Deming Pl., Unit 205	14-28-314-036-1005	Unit 205 and P-27 together with its undivided percentage interest in the common elements in Stonegate Terrace Condominium as delineated on a survey of the Parcel 1: A strip of land from the east side of lot 48 in the subdivision of outlot "C" of Wrightwood being 5 feet wide on Deming Court 6 feet wide on the alley. Parcel 2: Lot 1 in the subdivision of lots 49 and 50 in said subdivision of out lot "C" Wrightwood a subdivision of the south west 1/4 of section 28 township 40 north range 14 east of the third principal meridian Cook County, Illinois. Parcel 3: The east 1/2 of lot 48 except a strip of land the whole length of the east side of said lot 48.5 feet in width in Deming Court and 6 feet in width on the alley at south end thereof in the subdivision of outlot "C" in Wrightwood a subdivision of the southwest 1/4 of section 28 township 40 north, range east of the third principal meridian, in Cook County, Illinois.
615 W. Deming Pl., Unit 301	14-28-314-036-1006	survey of the following decribed real estate: Parcel 1: strip off land off the east side of lot 48 in the subdivision of outlot "C' of Wrightwood being 5 feet wide on Deming Court and 6 feet wide on the alley Parcel 2: Lot 1 in the subdivision of lots 49 and 50 in said subdivision of out lot "C" of Wrightwood, a subdivision of the south west 1/4 of section 28 township 40 north range 14 east of the third principal meridian, in Cook County, Illinois. Parcel 3: The east 1/2 of lot 48 (expect a strip of land the whole length of the east side of said lot 48.5 feet in width in Deming Court, 6 feet in width on the alley at south end thereof in the subdivision of outlot "C" in Wrightwood, a subdivision of the south west 1/4 of section 28 township 40 north range 14 east of the third principal meridian in Cook County, Illinois. Parcel 3: The east 1/2 of lot 48 (except a strip of land the whole length of the east side of said lot 48.5 feet in width in Deming Court and 6 feet in width on the alley at south end thereof) in the subdivision of outlot "C" in Wrightwood, a subdivision of the s

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615 W. Deming Pl. Unit 302	14-28-314-036-1007	Parcel 1: A strip of land off the east side of lot 48 in the subdivision of outlot "C" of Wrightwood being 5 feet wide on Deming Court and 6 feet wide on the alley. Parcel 2: Lot 1 in the subdivision of lots 49 and 50 in said subdivision of outlot c of Wrightwood, a subdivision of the southwest 1/4 of section 28, township 40 north range 14 east of the third principal meridian, in Cook County, Illinois. Parcel 3: The east 1/2 of lot 48 (except a strip of land the whole length of the east side of said lot 48 5 feet in width in Deming Court, and 6 feet in width on the alley at south end thereof) in the subdivision of outlot "C" in Wrightwood, a subdivision of the southwest 1/4 of section 28 township 40 north, range 14, east of the third principal meridian, in Cook County, Illinois; which survey is attached as exhibit "D" to the declaration of condominium recorded as document number 99184098, and amended by document 99559396; together with its undivided percentage interest in the common elements, all in Cook County, Illinois.
615 W. Deming Place, Unit 303	14-28-314-036-1008	Parce 1: A strip of land off the east side of lot 48 in the subdivision of outlot "C" of wrightwood being 5 feet wide on deming court and 6 feet wide on the alley. Parcel 2: Lot 1 in the subdivision of lots 49 and 50 in said subdivision of outlot c of wrightwood, a subdivision of the southwest 1/4 of section 28 township 40 north range 14, east of the third principal meridian, in cook county illinois. Parcel 3: The east of lot 48 except a strip of land the whole length of the east side of said lot 48, 5 feet in width in deming cout and 6 feet in width on the alley at south end thereof) in the subdivision of the southwest 1/4 of section 28, township 40 north range 14, east of the third principal meridain, which survey is attached as exhibit"D" to the declaration of condominium recorded as document number 99184098 together with its undivided percentage interst in the commonn elements, all in cook county illinois.
615 W. Deming Pl., Unit 401	14-28-314-036-1009	Parcel 1: A strip of land off the east side of lot 48 in the subdivision of outlot "C" of Wrightwood being 5 feet wide on Deming Court and 6 feet wide on the alley. Parcel 2: Lot 1 in the subdivision of lots 49 and 50 in said subdivision of outlot c of Wrightwood a subdivision at the south west 1/4 section 28, township 40 north range 14 east of the third principal meridian, in Cook County, Illinois. Parcel 3: The east 1/2 of lot 48 (except a strip of land the whole length of the east side of said lot 48, 5 feet in width in Deming Court, and 6 feet in width on the alley at sout end thereof) in subdivision of out lot "C" in Wrightwood a subdivision of the southwest 1/4 of section 28, township 40 north range 14 east of the third principal meridian in Cook County, Illinois; which survey is attached as exhibit "D" to the declaration of condominium recorded as document no. 99184098, together with its undivided percentage interest in the common elements, all in Cook County, Illinois.
615 W. Deming Pl., Unit 402	14-28-314-036-1010	Unit 402 and garage unit P-8 together with their undivided percentage interest in the common elements in Stonegate Terrace Condominium, as delineated and defined in the declaration recorded as document number 99184098, in the southwest 1/4 of section 28 township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois.
615 W. Deming Pl., Unit 403	14-28-314-036-1011	Parcel 1: A strip of land off the east side of lot 48 in the subdivision of outlot "C" of Wrightwood being 5 feet wide on Deming Court and 6 feet wide on the alley. Parcel 2: Lot 1 in the subdivision of lots 49 and 50 in said subdivision of outlot c of Wrightwood a subdivision of the south west 1/4 of section 28 township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois. Parcel 3: The east 1/2 of lot 48 (except a strip of land the whole length of the east side of said lot 48, 5 fett in width in Deming Court, and 6 feet in width on alley at south end thereof) in the subdivision of outlot "C" in Wrightwood, a subdivision of the south west 1/4 of section 28 township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois; which survey is attached as exhibit"D" to the declaration of condominium recorded as document no. 99184098, together with its undivided percentage interest in the common elements, all in Cook County, Illinois.
615 W. Deming Pl., Unit 501	14-28-314-036-1012	Unit 501 and garage units P-6 and P-26 in stonegate terrance condominium as delineated on survey of the following described real estate: Parcel 1: A strip of land off the east side of lot 48 in the subdivision of outlot "C" of wrightwood being 5 feet wide on deming court and 6 feet wide on the alley. Parcel 2: Lot 1 in the subdivision of lots 49 and 50 in said subdivision of outlot c of wrightwood, a subdivision of the southwest 1/4 of section 28 township 40 north,range 14, east of the third principal meridain, in cook county illinois, Parcel 3: The east 1/2 of lot 48,(except a strip of land the whole length the east side of said lot 48, 5 feet in width in deming court, and 6 feet in width on the alley at th south end thereof) in the subdivion of the southwest 1/4 east of the third principal meridain, in cook county illinois, which survey is attached as exhibit "D" to the declaration of condomonium recorded as document number 99184098, together with its undivided percentage interest in the common elements, al in cook county illinois.

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615 W. Deming Pl., Unit 502	14-28-314-036-1013	Unit 502 and P-18 and P-19 in Stonegate Terrace condominium as delineated on a survey of the following described real estate: Parcel 1: A strip of land off the east side of lot 48 in the subdivision of outlot "C" of Wrightwood being 5 feet wide on Deming Court and 6 feet wide on the alley. Parcel 2: Lot 1 in the subdivision of lots 49 and 50 in said subdivision of outlot c of Wrightwood a. subdivision of the southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois. Parcel 3: The east 1/2 of lot 48 (except a strip of land the whole length of the east side of said lot 48, 5 feet in width in Deming Court 6 feet in width on the alley at the south end thereof) in the subdivion of outlot "C" in Wrightwood, a subdivision of the southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois; which survey is attached as exhibit "D" to the declaration of condominum recorded as document number 99184098 together with its undivided percentage interest in the common elements, all in Cook County, Illinois.
615 W. Deming Pl., Unit 601	14-28-314-036-1014	Unit 601 and garage unit P-3 and P-17, in Stonegate Terrace Condominium as delineated on a survey of the following described real estate: Parcel 1: A strip of land off the east side of lot 48 in the subdivision of outlot "C" of Wrightwood being 5 feet wide on Deming Court and 6 feet wide on the alley. Parcel 2: Lot 1 in the subdivision of lots 49 and 50 in said subdivision of outlot c of Wrightwood a subdivision of the southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian in Cook County, Illinois; which survey is attached as exhibit "D" to the declaration of condominium recorded as document no. 99184098, together with its in undivided percentage interest in the common elements, all in Cook County, Illinois
615 W. Deming Pl., Unit 602	14-28-314-036-1015	Unit 602 and P-21 together with its undivided percentage interest in the common elements in Stonegate Terrace Condominium as delineate on a survey of the following described parcel of real estate: Parcel 1: A strip of land off the east side of lot 48 in the subdivision of outlot "C" of Wrightwood being 5 feet wide on Deming Court and 6 feet wide on the alley. Parcel 2: Lot 1 in the subdivision of lots 49 and 50 in said subdivision of outlot c of Wrightwood a subdivision of the southwest 1/4 section 28 township 40 north range 14 east of the third principal meridian, in Cook County, Illinois. Parcel 3: The east 1/2 of lot 48 (except a of land the whole length of the east side of said lot 48.5 feet in width in Deming Court, and 6 feet in the width of the alley at south end thereof) in the subdivision of out lot " C" in Wrightwood, a subdivision of the southwest 1/4 section 28 township 40 north, range 14 east of the third principal meridian in Cook County, Illinois; which survey is attached as an exhibit to the declaration of condominium recorded as document.
615 W. Deming Pl., Unit 603	14-28-314-036-1016	Unit 603 and garage unit P-5 in Stonegate Terrace Condominium as delineated on a survey of the folloiwng described real estate: Parcel 1: A strip of land off the east side of lot 48 in the subdivision of outlot "C" of Wrightwood being 5 feet wide on Deming Court and 6 feet wide on the alley. Parcel 2: Lot 1 in the subdivision of lots 49 and 50 in said subdivision of outlot c of Wrightwood a subdivision on the southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian in Cook County, Illinois. Parcel 3: the east 1/2 of lot 48 except a strip of land the whole length of the east side said lot 48, 5 feet in width in Deming Court, and 6 feet in width on the alley at south end thereof) in the subdivision of out lot "C" in Wrightwood, a subdivision of the southwest 1/4 of section 28, township 40 north range 14 east of the third principal meridian in Cook County, Illinois; which survey is attached as exhibit "D" to the declaration of the condominium recorded as undivided percentage interest in the common elements, all in Cook County, Illinois.
615 W. Deming Pl., Unit 701	14-28-314-036-1017	Unit 701 and garage units P-13 in Stonegate Terrace condomonium as delineated on a survey of the following decribed real estate: Parcel 1: A strip of land off the east side of lot 48 in the subdivision of outlot "C" of Wrightwood being 5 feet wide on Deming Court and 6 feet wide on the alley. Parcel 2: Lot 1 in the subdivision of lots 49 and 50 in said subdivision of outlot c of Wrightwood, a subdivision of the southwest 1/4 of section 28 township 40 north range 14 east of the third principal meridian in Cook County, Illinois. Parcel 3: The east 1/2 of lot 48 (except a strip of land the whole length of the east side of said lot 48 , 5 feet in width in Deming Court, and 6 feet in width on alley at south end thereof) in the subdivision of out lot "C" in Wrightwood, a subdivision of the southwest 1/4 of section 28 township 40 north, range 14 east of the third principal meridian, which survey is attached as exhibit "D" to the declaration of condominium recorded as document number 99184098 together with its undivided percentage interest in the common elements, all in Cook County, Illinois.
625 W. Deming Pl.	14-28-314-029-0000	The west 1/2 of lot 48 in subdivision of outlot c in Wrightwood, being a subdivision of the southwest 1/4 of section 28, township 40 north, range 14, east of the third principal meridian, in Cook County, Illinois.

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629 W. Deming Pl.	14-28-314-006-0000	Parcel 1: The east 1/2 of lot 47 in Deming's subdivision of lot c in Wrightwood, a subdivision of the southwest 1/4 of section 28, township 40 north, range 14, east of the third principal meridian, in Cook County, Illinois. Parcel 2: That part of the west 1/2 of lot 47 which lies east of a line drawn from a point in the north line of said lot 47 that is 50 feet east of the northwest corner of said lot 47 to a point in the south line of said lot 47 that is 50 feet east of the southwest corner of said lot 47 in Deming's subdivision of out lot c in Wrightwood, a subdivision in the southwest 1/4 of section 28, township 40 north, range 14, east of the third principal meridian, in Cook County, Illinois.
633 W. Deming Pl.	14-28-314-005-0000	The west 1/2 of lot 47 (excepting there from that part lying east of a straight line drawn from a point on the north of the said lot, 50 feet easterly from the northwest corner of said lot, to a point on the south line of said lot, 50 feet easterly from the southwest corner of said lot) in out-lot c in Wrightwood, a subdivision of the southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois
639 W. Deming Pl.	14-28-314-004-0000	The east half of lot 46 in the subdivision of outlot c in Wrightwood, a subdivision of the southwest quarter of section 28, township 40 north, range14 east of the third pnncipal meridian, in Cook County, Illinois.
643 W. Deming Pl.	14-28-314-003-0000	The west 1/2 of lot 46 in the subdivision of outlot c in Wrightwood, a subdivision of the southwest 1/4 of section 28, township 40 north, range 14, east of the third principal meridian, in Cook County, Illinois.
647 W. Deming Pl.	14-28-314-002-0000	That part of lot 45 in the subdivision of out lot "C" in Wrightwood a subdivision of the southwest quarter of section 28, township 40 north, range 14, east of the third principal meridian described as follows: beginning at a point in the north line of said lot 45, 65 feet to the northwest corner thereof, southerly on the easterly line of said lot, 176- 6/10 feet more or less to the southeast corner thereof, thence west on south line of said lot, 35-5/10 feet thence northerly on a straight line 175-95/100 feet, more or less to the place of beginning.
651 W. Deming Pl.	14-28-314-001-0000	The westernmost 62.9 feet of lot 45 in the subdivision of out lot" C" in Wrightwood a subdivision of the southwest quarter of section 28, township 40 north, range 14, east of the third principal meridian, in Cook County, Illinois.
2420 N. Geneva Terr.	14-28-315-025-0000	Sub lot 4, in the subdivision of lot 27, of outlot "C" in Wrightwood, a subdivision of the south west quarter of section 28 township 40 north, range 14, east of the third principal meridian.
2424 N. Geneva Terr.	14-28-315-024-0000	Lot 3 in the subdivision of lot 27 in subdivision of out lot C in Wrightwood, being a subdivision of the southwest quarter of section 28, township 40 north range 14 east of the third principal meridian in Cook County, Illinois also a non exclusive easement for the benefits of the above parcel as created by the deed and reservation of easement recorded February 27, 2003 as document 0030282697 for ingress and egress over the westerly 10 feet of lots 1 and 2 in Schick's subdivision of lots 1 and 2 in subdivision of lots 27 in the subdivision of out lot C of Wrightwood being a subdivision of the southwest quarter of section 28, township 40 north range 14 east of the third principal meridian in Cook County, Illinois.
2430 N. Geneva Terr.	14-28-315-023-0000	Lot 1 and lot 2 (except the south 20.17 feet thereof) in Schick's subdivision of lots 1 and 2 in the subdivision of lot 27 in outlot c of Wrightwood, being a subdivision of the southwest 1/4 of section 28, township 40 north, range 14, east of the third principal meridian, in Cook County, Illinois.
2452 N. Geneva Terrace, Unit 1	14-28-314-035-1008	Unit number 2452-1 in the Arlington Geneva Condominium as delineated on a survey of the following described real estate: the east 45 feet of the south 106 2/5 feet of lot 39 in the subdivision of outlot c in Wrightwood, a subdivision of the southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian, which survey is attached as Exhibit A to the declaration of condominium recorded as document number 97404041, together with its undivided percentage interest in the common elements, all in Cook County, Illinois.
2452 N. Geneva Terrace, Unit 2	14-28-314-035-1009	Unit number 2452-2 in the Arlington Geneva Condominium as delineated on a survey of the following described real estate: the east 45 feet of the south 106 2/5 feet of lot 39 in the subdivision of outlot c in Wrightwood, a subdivision of the southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian, which survey is attached as Exhibit A to the declaration of condominium recorded as document number 97404041, together with its undivided percentage interest in the common elements, all in Cook County, Illinois.
2452 N. Geneva Terrace, Unit 3	14-28-314-035-1010	Unit number 2452-3 in the Arlington Geneva Condominium as delineated on a survey of the following described real estate: the east 45 feet of the south 106 2/5 feet of lot 39 in the subdivision of outlot c in Wrightwood, a subdivision of the southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian, which survey is attached as Exhibit A to the declaration of condominium recorded as document number 97404041, together with its undivided percentage interest in the common elements, all in Cook County, Illinois.

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2454 N. Geneva Terr.	14-28-314-024-0000	The south 24.75 feet of the north 68.20 feet of lot 39, in the subdivision of outlot c in Wrightwood, a subdivision of the southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois.
2456 N. Geneva Terr	14-28-314-023-0000	The south 20.95 feet of the north 43.45 feet of lot 39 in subdivision of outlot c in Wrightwood, a subdivision of the southwest 1/4 of section 28, township 40 north, range 14, east of the third principal meridian, in Cook County, Illinois.
2458 N. Geneva Terr.	14-28-314-022-0000	The north 22.50 feet of lot 39 in subdivision of outlot c in Wrightwood, a subdivision of the southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois.
2462-64 N Geneva Terr.	14-28-314-014-0000	Lot 3 in Perry's subdivision of lots 4 and 5 in the subdivision of lots 49 and 50 in the subdivision of outlot c in Wrightwood, being a subdivision in the southwest 1/4 of section 28, township 40 north, range 14, east of the third principal meridian, in Cook County, Illinois.
2421 N. Geneva Terr.	14-28-317-006-0000	The east 25 feet of lot 14 in Deming and others subdivision of out lot "C" in Wrightwood in the southwest 1/4 of section 28, township 40 north, 14 eat of the third principal meridian in Cook County, Illinois.
2425 N. Geneva Terr.	14-28-317-005-0000	Lot 5 in the subdivision of lot 28 in out "C" in Wrightwood, a subdivision of the southwest /14 of section 28, township 40 north, range 14 east of the third principal meridian, in Cook county, Illinois.
2455 N. Geneva Terr.	14-28-316-015-0000	Parcel 1: Lots 4, 5, 6, and 7 in Thiess' Subdivision of the west 50 feet of lot 38 in outlot c in Wrightwood, being a subdivision of the southwest 1/4 of section 28, township 40 north, range 14, east of the third principal meridian, in Cook County, Illinois. Parcel 2: That part of the North and South 4 foot private alley which lies east of and adjoining the east line of lots 4 to 7, lying north of the south line of lot 4, extended east, and south of the north line of lot 7, extended east, in Thiess' subdivision, aforesaid.
2457 N. Geneva Terr.	14-28-316-014-0000	Parcel 1: Lots 4, 5, 6, and 7 in Thiess' Subdivision of the west 50 feet of lot 38 in outlot c in Wrightwood, being a subdivision of the southwest 1/4 of section 28, township 40 north, range 14, east of the third principal meridian, in Cook County, Illinois. Parcel 2: That part of the North and South 4 foot private alley which lies east of and adjoining the east line of lots 4 to 7, lying north of the south line of lot 4, extended east, and south of the north line of lot 7, extended east, in Thiess' subdivision, aforesaid.
2461 N. Geneva Terr.	14-28-316-013-0000	Parcel 1: Lots 4, 5, 6, and 7 in Thiess' Subdivision of the west 50 feet of lot 38 in outlot c in Wrightwood, being a subdivision of the southwest 1/4 of section 28, township 40 north, range 14, east of the third principal meridian, in Cook County, Illinois. Parcel 2: That part of the North and South 4 foot private alley which lies east of and adjoining the east line of lots 4 to 7, lying north of the south line of lot 4, extended east, and south of the north line of lot 7, extended east, in Thiess' subdivision, aforesaid.
2465 N. Geneva Terr.	14-28-316-008-0000	Lot 8 in W.L. Prettyman's subdivision of lot 51 in the subdivision of outlot c in Wrightwood, a subdivision of the southwest 1/4 of section 28, township 40 north, range 14, east of the third principal meridian, in Cook County, Illinois.
2467 N. Geneva Terr.	14-28-316-007-0000	Lot 7 in W.L. Prettyman's subdivision of lot 51 in the subdivision of outlot c in Wrightwood, a subdivision of the southwest 1/4 of section 28, township 40 north, range 14, east of the third principal meridian, in Cook County, Illinois.
2469 N. Geneva Terr.	14-28-316-006-0000	Lot 6 in W.L. Prettyman's subdivision of lot 51 in the subdivision of outlot c in Wrightwood, a subdivision of the southwest 1/4 of section 28, township 40 north, range 14, east of the third principal meridian, in Cook County, Illinois.
2471 N. Geneva Terr.	14-28-316-005-0000	Lot 5 (except the easterly 10 feet thereof) in W.L. Prettyman's subdivision of lot 51 in the subdivision of outlot c in Wrightwood, a subdivision of the southwest 1/4 of section 28, township 40 north, range 14, east of the third principal meridian, in Cook County, Illinois.
2473 N. Geneva Terr.	14-28-316-004-0000	Lot 4 in W.L. Prettyman's subdivision of lot 51 in the subdivision of outlot c in Wrightwood, a subdivision of the southwest 1/4 of section 28, township 40 north, range 14, east of the third principal meridian, in Cook County, Illinois.
2422 N. Orchard St.	14-28-312-069-0000	Lot 104 in Davis' subdivision of the south 836 feet of outlot f in Wrightwood, said Wrightwood being a subdivision of the southwest 1/4 of section 28, township, 40 north, range 14 east of the third principal meridian, in Cook County, Illinois.
2424 N. Orchard St.	14-28-312-068-0000	Lot 105 and Lot 106 (except the north 8 1/3 feet thereof) in Davis' subdivision of the south 836 feet of outlot f in Wrightwood, said Wrightwood being a subdivision of the southwest 1/4 of section 28, township, 40 north, range 14 east of the third principal meridian, in Cook County, Illinois.
2430 N. Orchard St.	14-28-312-067-0000	The north 8 1/3 feet lot 106, all of lot 107 and in the south 8 1/3 feet of lot 108 in Davis' subdivision of the south 836 feet of out lot "F" in Wrightwood, being a subdivision of the south west 1/4 of section 28 township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois.

Exhibit "B".

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2434 N. Orchard St	14-28-312-066-0000	The north 16 2/3 feet of lot 108 and all of lot 109 in Davis' subdivision of the south 836 feet of out lot "F" in Wrightwood, being a subdivision of the south west 1/4 of section 28 township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois.
2436 N. Orchard St.	14-28-312-065-0000	Lot 110 and the south 2 1/2 feet of Lot 111) in Davis' subdivision of the south 836 feet of out lot "F" in Wrightwood, being a subdivision of the south west 1/4 of section 28 township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois.
2440-42 N. Orchard St.	14-28-312-064-0000	Lot 112 and 111(except the south 2 1/2 feet thereof) in Davis subdivision of the south 836 feet of sub- lot "F" in Wrightwood, being a subdivision of the south west 1/4 of section 28 township 40 north range 14 east of the third principal meridian, Cook County, Illinois.
2444 N. Orchard St	14-28-312-063-0000	Lot 113 in Davis' subdivision of the south 836 feet of sub- lot "F" in Wrightwood, being a subdivision of the south west 1/4 of section 28 township 40 north range 14 east of the third principal meridian, Cook County, Illinois.
2446 N. Orchard St	14-28-312-062-0000	Lot 114 in Davis' subdivision of the south 836 feet of sub- lot "F" in Wrightwood, being a subdivision of the south west 1/4 of section 28 township 40 north range 14 east of the third principal meridian, Cook County, Illinois.
2450 N. Orchard St	14-28-312-061-0000	Lot 115 and the south 1/2 of lot 116 in Davis' subdivision of the south 836 feet of sub- lot "F" in Wrightwood, being a subdivision of the south west 1/4 of section 28 township 40 north range 14 east of the third principal meridian, Cook County, Illinois.
2454 N Orchard St	14-28-312-060-0000	Lot 117 and the north 1/2 of lot 116 in Davis' subdivision of the south 836 feet of sub- lot "F" in Wrightwood, being a subdivision of the south west 1/4 of section 28 township 40 north range 14 east of the third principal meridian, Cook County, Illinois.
2456 N. Orchard St	14-28-312-059-0000	Lots 118 in Davis' subdivision of the south 836 feet of sub- lot "F" in Wrightwood, being a subdivision of the south west 1/4 of section 28 township 40 north range 14 east of the third principal meridian, Cook County, Illinois.
2460 N Orchard St	14-28-312-058-0000	Lot 119 in Davis' subdivision of the south 836 feet of sub- lot "F" in Wrightwood, being a subdivision of the south west 1/4 of section 28 township 40 north range 14 east of the third principal meridian, Cook County, Illinois.
2462 N. Orchard St.	14-28-312-080-0000	Lot 120 (except the north 3/4 an inch) in the subdivision of the south 836 feet of outlot "F" Wrightwood a subdivision of the south west 1/4 of section 28 township 40 north range 14 ,E&. Which survey is attached as exhibit 'A' to the declaration made by the Cosmopolitan National Bank of Chicago, trustee under trust no. 1524 recorded in the Office of the Recorder of Cook County, Illinois as document 21090322, all in Cook County, Illinois.
2462 N. Orchard Street, Unit A	14-28-312-080-1001	Unit A as delineated on the survey of following described parcel: Lot 120 (except the north 3/4 of an inch) in the subdivision of the south 836 feet of out lot "F" in Wrightwood, a subdivision of the southwest 1/4 of section 28, township 40 north, range 14. Which survey is attached as exhibit a to the declaration made by the Cosmopolitan National Bank of Chicago, trustee under trust no. 1524 recorded in the office of the recorder of Cook County, Illinois as document 21090322 together with an undivided 33 1/3 percent interest in said parcel (excepting from said parcel the property & space comprising all the units thereof as described in & delineated on said decl & survey) all in Cook County, Illinois.
2462 N. Orchard Street, Unit B	14-28-312-080-1002	Unit B as delineated on the survey of following described parcel: Lot 120 (except the north 3/4 of an inch) in the subdivision of the south 836 feet of outlot "F" in Wrightwood, a subdivision of the southwest 1/4 of section 28, township 40 north, range 14 .E&. Which survey is attached as exhibit 'A' to the declaration made by the Cosmopolitan National Bank of Chicago, trustee under trust no. 1524 recorded in the Office of the Recorder of Cook County, Illinois as document 21090322 together with an undivided 33 1/3 percent interest in said parcel (excepting from said parcel the property & space comprising all the units thereof as described in & delineated on said decl & survey) all in Cook County, Illinois.
2462 N. Orchard Street, Unit C	14-28-312-080-1003	Unit C as delineated on the survey of following described parcel: Lot 120 (except the north 3/4 an inch) in the subdivision of the south 836 feet of outlot "F" Wrightwood a subdivision of the south west 1/4 of section 28 township 40 north range 14 ,E&. Which survey is attached as exhibit 'A' to the declaration made by the Cosmopolitan National Bank of Chicago, trustee under trust no. 1524 recorded in the Office of the Recorder of Cook County, Illinois as document 21090322 together with an undivided 33 1/3 percent interest in said parcel (excepting from said parcel the property & space comprising all the units thereof as described in & delineated on said decl & survey) all in Cook County, Illinois.
2464 N Orchard St	14-28-312-056-0000	Lot 121 and the north 3/4 of an inch of lot 120 in Davis subdivision of the south 836 feet of outlot "F" in Wrightwood, a subdivision of the southwest 1/4 of section 28 township 40 north, range 14, east of the third principal meridian in Cook County, Illinois

Exhibit "B".

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2466 N Orchard St	14-28-312-055-0000	Lot 122 in Davis subdivision of the south 836 feet of outlot "F" in Wrightwood, a subdivision of the southwest 1/4 of section 28 township 40 north, range 14, east of the third principal meridian in Cook County, Illinois
2468-72 N Orchard St	14-28-312-054-0000	Lots 123 and 124 in Davis subdivision of the south 836 feet of sub- lot "F" in Wrightwood, being a subdivision of the south west 1/4 of section 28 township 40 north range 14 east of the third principal meridian, Cook County, Illinois.
2474 N Orchard St	14-28-312-053-0000	Lot 125 in Davis subdivision of the south 836 feet of outlot "F" in Wrightwood, a subdivision of the southwest 1/4 of section 28 township 40 north, range 14, east of the third principal meridian in Cook County, Illinois
2476 N Orchard St	14-28-312-052-0000	Lot 126 in Davis subdivision of the south 836 feet of outlot "F" in Wrightwood, a subdivision of the southwest 1/4 of section 28 township 40 north, range 14, east of the third principal meridian in Cook County, Illinois
2478 N Orchard St	14-28-312-051-0000	Lot 127 in Davis subdivision of the south 836 feet of outlot "F" in Wrightwood, a subdivision of the southwest 1/4 of section 28 township 40 north, range 14, east of the third principal meridian in Cook County, Illinois.
2480 N Orchard St	14-28-312-050-0000	Lot 128 in Davis subdivision of the south 836 feet of outlot "F" in Wrightwood, a subdivision of the southwest 1/4 of section 28 township 40 north, range 14, east of the third principal meridian in Cook County, Illinois
2500-02 N. Orchard St.	14-28-312-084-1001 through 14-28-312-084-1006	Lot 23 and 24 in block 1 in Jerome I. Case 's subdivision of the southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian in Cook County, Illinois; which survey is attached as exhibit "A" to the declaration of condominium recorded as document no. 24265838, together with its undivided 21.76 percentage interest in the common elements in Cook County, Illinois.
2500 N. Orchard Street, Unit 1N	14-28-312-084-1001	Unit 1-N in 2500 North Orchard Condominium as delineated on a survey of the following described real estate: Lot 23 and 24 in block 1 in Jerome I. Case 's subdivision of the southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian in Cook County Illinois; which survey is attached as exhibit "A" to the declaration of condominium recorded as document no. 24265838, together with its undivided 21.76 percentage interest in the common elements, in Cook County, Illinois.
2500 N. Orchard Street, Unit 1S	14-28-312-084-1002	Unit no. 1-S in 2500 North Orchard Condominium as delineated on a survey of the following described real estate: lot 23 and 24 in block 1 in Jerome I. Case 's subdivision of the southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian in Cook County Illinois; which survey is attached as exhibit "A" to the declaration of condominium recorded as document no. 24265838, together with its undivided 21.76 percentage interest in the common elements, in Cook County, Illinois.
2500 N. Orchard Street, Unit 2N	14-28-312-084-1003	Unit 2-N in 2500 North Orchard Condominium, as delineated on a survey of the following described real estate: Lots 23 and 24 in block 1 in Jerome I. Case's subdivision of the north 418 feet of outlot "F" in Wrightwood a subdivision of the southwest 1/4 of section 28 township 40 north, range 14 east of the third principal meridian in Cook County, Illinois, together with its undivided percentage interest in the common elements as delineated and defined in the declaration recorded as document number 24265838, in Cook County, Illinois.
2500 N. Orchard Street, Unit 2S	14-28-312-084-1004	Unit Number 2S in 2500 North Orchard Condominium, as delineated on a survey of the following described real estate: Lots 23 and 24 in block 1 in Jerome I. Case's subdivision of the north 418 feet of outlot "F" in Wrightwood a subdivision of the southwest 1/4 of section 28 township 40 north, range 14 east of the third principal meridian in Cook County, Illinois which survey is attached as exhibit "A" to the declaration of condominium recorded as document 24265838, together with its undivided percentage interest in the common elements, in Cook County Illinois. Commonly known as 2500 North Orchard St., Unit 2S, Chicago, IL 60614 .
2500 N. Orchard Street, Unit 3N	14-28-312-084-1005	Unit no. 3-N in 2500 North Orchard Condominium as delineated on survey of the following described real estate: Lots 23 and 24 in block 1 in Jerome I. Case's subdivision of the north 418 feet of outlot "F" in Wrightwood, a subdivision of the southwest 1/4 of section 28 township 40 north range 14 east of the third principal meridian; which survey is attached as exhibit "A" to the declaration of condominium recorded as document number 24265838, together with its undivided percentage interest in the common elements.
2500 N. Orchard Street, Unit 3S	14-28-312-084-1006	Unit 3-S in 2500 North Orchard Condominium as delineated on a survey of the following described real estate: Lot 23 and 24 in block 1 in Jerome I. Case's subdivision of the north 418 feet of outlot "F" in Wrightwood a subdivision of the southwest Quarter of section 28, township 40 north range 14 east of the third principal meridian, in Cook County, Illinois: which survey is attached as exhibit "A" to the declaration of condominium recorded as document no. 24265838, together with it undivided percentage interest in the common elements in Cook County, Illinois.

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2504 N. Orchard St.	14-28-312-048-0000	Lot 25 in Block 1 in Jerome I. Case's subdivision of the north 418 feet out of lot f in Wrightwood, in the southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois.
2506 N. Orchard St.	14-28-312-047-0000	Lot 26 (except that part thereof conveyed to Mathilda Nelson by the deed recorded August 24, 1898 in Book 6342 Page 281 as document 2724050) in Block 1 in Jerome I. Case's subdivision of the north 418 feet out of lot f in Wrightwood, in the southwest 1/4 of section 28, township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois.
2419 N. Orchard St.	14-28-315-010-0000	Lot 4 in B.F. McConnell's subdivision of lot 22 (except the north 99.6 feet thereof) in the subdivision of outlot "C" in Wrightwood a subdivision in the south west quarter of section 28, township 40 north, range 14, east of the third principal meridian, in Cook County, Illinois.
2421 N. Orchard St.	14-28-315-009-0000	Lot 3 in B.F. McConnell's subdivision of lot 22 (except the north 99.6 feet thereof) in the subdivision of outlot "C" in Wrightwood a subdivision in the south west quarter of section 28, township 40 north, range 14, east of the third principal meridian, in Cook county Illinois.
2423 N. Orchard St.	14-28-315-008-0000	Lot 2 in B.F. McConnell's subdivision of lot 22 (except the north 99.6 feet thereof) in the subdivision of outlot "C" in Wrightwood a subdivision in the south west quarter of section 28, township 40 north, range 14, east of the third principal meridian, in Cook county Illinois.
2425 N. Orchard St.	14-28-315-007-0000	Lot 1 in B.F. McConnell's subdivision of lot 22 (except the north 99.6 feet thereof) in the subdivision of outlot "C" in Wrightwood a subdivision in the south west quarter of section 28, township 40 north, range 14, east of the third principal meridian, in Cook County, Illinois.
2427 N. Orchard St.	14-28-315-006-0000	An undivided one-half (1/2) interest in lot 6 in McConnell's subdivision of the north 99.6 feet of lot 22 in the subdivision of outlot c in Wrightwood, a subdivision in the southwest quarter (1/4) of section 28, Township 40 north, range 14, east of the third principal meridian, in Cook County, Illinois.
2429 N. Orchard St.	14-28-315-005-0000	Lot 5 in McConnell's subdivision of the north 99.6 feet of lot 22 in the subdivision of outlot c in Wrightwood, a subdivision in the southwest quarter (1/4) of section 28, Township 40 north, range 14, east of the third principal meridian, in Cook County, Illinois.
2431 N. Orchard St.	14-28-315-004-0000	Lot four (4) in McConnell's subdivision of the north 99.6 feet of lot 22 in the subdivision of outlot c in Wrightwood, a subdivision in the southwest quarter (1/4) of section 28, Township 40 north, range 14, east of the third principal meridian, in Cook County, Illinois.
2433 N. Orchard St.	14-28-315-003-0000	Lot 3 in McConnell's subdivision of the north 99.6 feet of lot 22 in the subdivision of outlot c in Wrightwood, a subdivision in the southwest quarter (1/4) of section 28, Township 40 north, range 14, east of the third principal meridian, in Cook County, Illinois.
2435 N. Orchard St.	14-28-315-002-0000	Lot 2 in McConnell's subdivision of the north 99.6 feet of lot 22 in the subdivision of outlot c in Wrightwood, a subdivision in the southwest quarter (1/4) of section 28, Township 40 north, range 14, east of the third principal meridian, in Cook County, Illinois.
2437 N. Orchard St. / 659 W. Arlington Pl.	14-28-315-001-0000	Lot 1 in McConnell's subdivision of the north 99.6 feet of lot 22 in the subdivision of outlot c in Wrightwood, a subdivision in the southwest quarter (1/4) of section 28, Township 40 north, range 14, east of the third principal meridian, in Cook County, Illinois.

AUTHORIZATION FOR ISSUANCE OF PERMITS, FREE OF CHARGE, FOR LANDMARK PROPERTIES AT VARIOUS LOCATIONS.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation held its meeting on September 17, 2007 to consider two permit fee waivers for 439 West Roslyn Place, 1742 North Sedgwick Street and 1743 North Fern Court, having had under advisement, begs leave to report and recommend that your Honorable Body *Pass* the proposed orders transmitted herewith.

Respectfully submitted,

(Signed) ANTHONY BEALE,
Chairman.

On motion of Alderman Beale, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

Said orders, as passed, read as follows (the italic heading in each case not being a part of the order):

439 West Roslyn Place.

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks (the "Commission") is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

It Is Hereby Ordered by the City Council of the City of Chicago, as follows:

SECTION 1. The forgoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Executive Director of the Department of Construction and Permits, the Commissioners of the Departments of Environment and Fire, the Director of the Department of Revenue and the Zoning Administrator are hereby directed to issue those permits for which approval of the Commission on Chicago Landmarks is required pursuant to Chapter 2-120 of the Municipal Code, free of charge, notwithstanding other ordinances of the City Council to the contrary, to the property at:

Address:	439 West Roslyn Place ("Property")
District/Building:	Arlington and Roslyn Place District
for work described as:	remodeling of the basement and installation of an air-conditioning system for a historic residential building
by:	
Owner:	Priscilla and Douglas Water
Owner's Address:	439 West Roslyn Place
City, State, Zip:	Chicago, Illinois 60614

SECTION 3. The fee waiver authorized by this order shall be effective from June 1, 2007 through June 1, 2008, and shall not apply to additional developer service fees, stop-work order fees of any fines.

SECTION 4. That the permit purchaser for the property shall be entitled to a refund of city fees from which it has paid and which are exempt pursuant to Section 1 hereof.

SECTION 5. This order shall be in force and effect upon its passage.

1742 North Sedgwick Street And
1743 North Fern Court.

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks (the "Commission") is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

It Is Hereby Ordered by the City Council of the City of Chicago, as follows:

SECTION 1. The forgoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Executive Director of the Department of Construction and Permits, the Commissioners of the Departments of Environment and Fire, the Director of the Department of Revenue and the Zoning Administrator are hereby directed to issue those permits for which approval of the Commission on Chicago Landmarks is required pursuant to Chapter 2-120 of the Municipal Code, free of charge, notwithstanding any other ordinances of the City Council to the contrary, to the property at:

Address:	1742 North Sedgwick Street ("Property")
District/Building:	Old Town Triangle District
Address:	1743 North Fern Court ("Property")
District/Building:	Old Town Triangle District
for work described as:	renovation of an existing historic residential building, also to include rear deck replacement and tuck-pointing

by:

Owner:	Marion A. Cameron
Owner's Address:	1237 North Dearborn Street
City, State, Zip:	Chicago, Illinois 60610

SECTION 3. The fee waiver authorized by this order shall be effective from June 1, 2007 through June 1, 2008, and shall not apply to additional developer service fees, stop-work order fees of any fines.

SECTION 4. That the permit purchaser for the property shall be entitled to a refund of city fees from which it has paid and which are exempt pursuant to Section 1 hereof.

SECTION 5. This order shall be in force and effect upon its passage.

COMMITTEE ON HOUSING AND REAL ESTATE.

ACCEPTANCE OF BID OF GRAND AVENUE ENTERPRISE, L.L.C. FOR PURCHASE OF BOARD OF EDUCATION OF CITY OF CHICAGO PROPERTY AT 5401 AND 5501 WEST GRAND AVENUE.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Board of Education of the City of Chicago authorizing a sale of property at

5401 and 5501 West Grand Avenue, having 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 vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 47.

Nays -- None.

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

Alderman Burke invoked Rule 14 of the City Couoncil's Rules of Order and Procedure, disclosing that he had represented parties to this ordinance in previous and unrelated matters.

The following is said ordinance as passed:

WHEREAS, The Board of Education of the City of Chicago is the owner of real estate located at 5401 and 5501 West Grand Avenue which consists of approximately four hundred seventy-five thousand (475,000) square feet of land and is legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, The Board of Education of the City of Chicago recommends to the City Council Committee on Housing and Real Estate of the City of Chicago the sale of said real estate; and

WHEREAS, Pursuant to 105 ILCS 5/34-21(b)(1), by a vote of not less than two-thirds (⅔) of its full membership, the Board of Education of the City of Chicago has determined that such real estate has become unnecessary, unsuitable, inappropriate and unprofitable to the Board and that a sale would constitute the best available use of such real estate for the purpose of deriving revenue to support the Board's authorized purposes; and

WHEREAS, The Board of Education of the City of Chicago advertised for sale and received one bid on said real estate which bid was opened in the Department of Procurement and Contracts for the Board of Education of the City of Chicago on June 13, 2007, the closing bid date; and

WHEREAS, One appraisal was made for this property indicating that the fair market value of this real estate is as follows:

Gibbons & Gibbons, Ltd.
As of April 24, 2007
Market Value: $3,325,000

; and

WHEREAS, The Board of Education of the City of Chicago has, by a vote of not less than two-thirds (⅔) of its full membership, at its meeting of July 25, 2007, recommended that the acceptance of the bid from Grand Avenue Enterprise, L.L.C., an Illinois limited liability company, 5501 West Grand Avenue, Chicago, Illinois 60639, in the amount of Three Million Seven Hundred Fifty Thousand Dollars ($3,750,000) to purchase said property, be accepted; now, therefore,

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

SECTION 1. That the City of Chicago hereby accepts the bid of Grand Avenue Enterprise, L.L.C., an Illinois limited liability company, 5501 West Grand Avenue, Chicago, Illinois 60639, to purchase the property at 5401 and 5501 West Grand Avenue, which property contains approximately four hundred seventy-five thousand (475,000) square feet ten and ninety-hundredths (10.90) acres, and is no longer necessary, appropriate, required for the use of, profitable to or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the Mayor, or his designee, and the City Clerk are authorized to sign and attest a deed conveying to Grand Avenue Enterprise, L.L.C., an Illinois limited liability company, all rights of the City of Chicago in Trust for the Use of Schools in and to said property.

SECTION 3. This ordinance shall take effect upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Legal Description.

Parcel 1:

That part of the west half of the northwest quarter of Section 33, Township 40 North, Range 13 East of Third Principal Meridian, bounded and described as follows: commencing at the point of intersection of the south line of said west half of the northwest quarter with the west line of North Long Avenue and running; thence north along the said west line of North Long Avenue and 33 feet west of and parallel with the east line of said west half of the northwest quarter, a distance of 369.39 feet to the point of intersection of said west line with the southwesterly line of West Grand Avenue; thence northwesterly along said southwesterly line of West Grand Avenue, said line forming a southwest angle of 105 degrees, 13 minutes, 10 seconds with the west line of North Long Avenue, and being also 40 feet southwesterly of the centerline of said West Grand Avenue as improved and occupied by the City of Chicago, a distance of 372.73 feet to a point; thence south parallel with said east line of the west half of the northwest quarter a distance of 464.75 feet to point in the south line of said northwest quarter of said Section 33; thence east along said south line, a distance of 359.67 feet to the point of beginning, in Cook County, Illinois.

Parcel 2:

That part of the west half of the northwest quarter of Section 33, Township 40 North, Range 13 East of the Third Principal Meridian, bounded and described as follows: commencing at a point in the southwesterly line of West Grand Avenue which is 372.73 feet northwesterly of (measured on the southwesterly line of West Grand Avenue) the point of intersection of said southwesterly with the west line of North Long Avenue; thence northwesterly along said southwesterly line of West Grand Avenue, a distance of 471.44 feet to a point, said point being 468.75 feet southeasterly of the southeast corner of West Grand Avenue and North Central Avenue (measured on said southwesterly line of West Grand Avenue); thence south on a line which forms a southeast angle with the said southwesterly line of West Grand Avenue of 74 degrees, 49 minutes, 40 seconds for a distance of 469.16 feet to a point; thence southeasterly on a line

which forms an angle of 39 degrees, 19 minutes with a prolongation of the last described line for a distance of 80 feet to a point; thence south on a line which forms an angle of 39 degrees, 19 minutes with a prolongation of the last described line for a distance of 50 feet to the point of intersection of said line with the northerly right-of-way of the Chicago Milwaukee and St. Paul and Pacific Railroad Company, said point being 505.00 feet easterly of (measured along said northerly right-of-way line) the point of intersection of said right-of-way line with the east line of North Central Avenue aforesaid; thence easterly along said northwesterly right-of-way line, said line forming an angle of 82 degrees, 08 minutes with a prolongation of the last described course a distance of 35.12 feet to the point of intersection of the said right-of-way line with the south line of said west half of the northwest quarter; thence east along the said south line of said west half of the northwest quarter for a distance of 369.89 feet to a point which is 359.67 feet west of the point of intersection of said south line with the west line of North Long Avenue; thence north parallel with the east line of said west half of the northwest quarter, a distance of 464.75 feet to the point of beginning, in Cook County, Illinois.

Parcel 3:

That part of the west half of the northwest quarter Section 33, Township 40 North, Range 13 East of the Third Principal Meridian, bounded and described as follows: commencing at a point in the southwesterly line of West Grand Avenue which is 844.17 feet northwesterly of (measured on the southwesterly line of West Grand Avenue) the point of intersection of said southwesterly line with the west line of North Long Avenue; thence south on a line which forms an angle with the southwesterly line of West Grand Avenue of 74 degrees, 49 minutes, 40 seconds for a distance of 469.16 feet to a point; thence southeasterly on a line which forms an angle of 39 degrees, 19 minutes with a prolongation of the last described line for a distance of 80 feet to a point; thence south on a line which forms an angle of 39 degrees, 19 minutes with a prolongation of the last described line for a distance of 50 feet to the point of intersection of said line with the northerly right-of-way line of the Chicago Milwaukee and St. Paul and Pacific Railroad Company, said point being 505.00 feet easterly of (measured along said northerly right-of-way line) the point of intersection of said right-of-way line with the east line of North Central Avenue; thence westerly along said northerly right-of-way line and said line forming an angle of 82 degrees, 08 minutes with said last described line from a distance of 200 feet to a point which is 305 feet easterly of said point of intersection of said right-of-way line with the east line of North Central Avenue; thence northerly in a straight line to a point in the southwesterly line of West Grand Avenue which is 316 feet easterly of (measured on said southerly line) the point of intersection of said southerly line of West Grand Avenue with the east line of North Central Avenue; thence southeasterly along said southerly line of West Grand Avenue, a distance of 152.75 feet to the point of beginning, all in Cook County, Illinois.

AUTHORIZATION FOR SALE OF CITY-OWNED PROPERTY AT 7315 SOUTH HARVARD AVENUE TO MS. MONA F. LOVE.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development authorizing the sale of city-owned property at 7315 South Harvard Avenue, having 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 vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

Alderman Carothers moved to consider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is the owner of the vacant parcel of property located at 7315 South Harvard Avenue, Chicago, Illinois, which is legally described on Exhibit "A" attached hereto ("Property"); and

WHEREAS, Mona F. Love ("Grantee"), 7313 South Harvard Avenue, Chicago, Illinois, 60621, has offered to purchase the Property from the City to improve with landscaped open space thereon; and

WHEREAS, Public notice advertising the City's intent to enter into a negotiated sale of the Property with the Grantee and requesting alternative proposals appeared in the *Chicago Sun-Times* on June 25, 2007, and July 2, 2007; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notice; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City Council hereby approves the sale of the Property to the Grantee in the amount of Forty-five Thousand and no/100 Dollars ($45,000.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee. The quitclaim deed shall contain language substantially in the following form:

> This conveyance is subject to the express condition that the Property is improved with landscaped open space within six (6) months of the date of this deed.
>
> In the event that the condition is not met, the City of Chicago may re-enter the Property and revest title in the City of Chicago.
>
> This right of reverter and re-entry shall terminate upon the issuance of a certificate of completion, release or similar instrument by the City of Chicago.

The Grantee acknowledges that if the Grantee develops the Property with a residential housing project, as defined under and that is subject to Section 2-44-090 of the Municipal Code of the City (the "Affordable Requirements Ordinance"), the Grantee and such project shall be obligated to comply with the Affordable Requirements Ordinance.

SECTION 3. This ordinance shall take effect upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Legal Description (subject to title commitment and survey):

Lot 28 in Phillip's Subdivision of the west three-quarters of the north half of the southwest of quarter of the northeast quarter of Section 28, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

7315 South Harvard Avenue
Chicago, Illinois.

Property Index Number:

20-28-217-004-0000.

APPROVAL FOR SALE OF CITY-OWNED PROPERTY AT 6139 SOUTH ASHLAND AVENUE TO AND AUTHORIZATION FOR EXECUTION OF REDEVELOPMENT AGREEMENT WITH BBSS, L.L.C.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development authorizing the sale of city-owned property at 6139 South Ashland Avenue, having 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 vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City has established the Community Development Commission ("C.D.C.") to, among other things, designate conservation areas, approve conservation plans, and recommend the sale of parcels located in conservation areas, subject to the approval of the City Council; and

WHEREAS, Pursuant to the Commission's recommendation and an ordinance adopted by the City Council ("City Council") of the City on March 29, 2006, and published at pages 72958 -- 73124 in the *Journal of the Proceedings of the City Council of the City of Chicago* of such date, the City approved the 63rd/Ashland Tax Increment Finance Area ("Area") and Plan ("Plan"); and

WHEREAS, The City is the owner of an improved parcel located at 6139 South Ashland Avenue, Chicago, Illinois 60636 within the Area and identified by the following Permanent Index Number 20-17-316-021-0000 (subject to final title and survey, "Property"); and

WHEREAS, BBSS, L.L.C., an Illinois limited liability company ("Developer"), has submitted a proposal to the Department of Planning and Development ("Department") to purchase the Property from the City for Forty Thousand and no/100 Dollars ($40,000.00) and construct a single story, five thousand one hundred (5,100) square foot retail addition to an existing building with off-street parking for twenty (20) cars on the Property and other property owned by the Developer, which proposal is in conformance with the Plan for the Area; and

WHEREAS, By Resolution Number 07-CDC-63, adopted on July 10, 2007, the C.D.C. authorized the Department to advertise its intention to enter into a negotiated sale with the Developer for the redevelopment of the Property, approved the Department's request to advertise for alternative proposals, and approved the sale of the Property to the Developer if no alternative proposals were received; and

WHEREAS, Public notices advertising the Department's intent to enter into a negotiated sale of the Property with the Developer and requesting alternative proposals appeared in the *Chicago Sun-Times* on July 20, 2007 and August 20, 2007; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notices; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The sale of the Property to the Developer in the amount of Forty Thousand and no/100 Dollars ($40,000.00) is hereby approved. This approval is expressly conditioned upon the City entering into a redevelopment agreement with the Developer substantially in the form attached hereto as Exhibit A ("Redevelopment Agreement"). The Commissioner of the Department ("Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Redevelopment Agreement, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed or quitclaim deeds conveying the Property to the Developer, or to a land trust of which the Developer is the sole beneficiary, or to an entity of which the Developer is the sole controlling party or is comprised of the same principal parties, subject to those covenants, conditions and restrictions set forth in the Redevelopment Agreement.

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 5. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall take effect immediately upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".
(To Ordinance)

Agreement For The Sale And Redevelopment Of Land.

This agreement for the sale and redevelopment of land ("Agreement") is made on or as of the ____ day of _____, _____ by and between the City of Chicago,

an Illinois municipal corporation ("City"), acting by and through its Department of Planning and Development ("D.P.D."), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 and BBSS, L.L.C., an Illinois limited liability company ("Developer"), having its principal offices at 6655 North Monticello Avenue, Lincolnwood, Chicago, Illinois 60712, Attention: Salamat Sheikh.

Recitals.

Whereas, Pursuant to an ordinance adopted by the City Council of the City of Chicago on March 29, 2006, the 63rd/Ashland Tax Increment Finance Area ("Area") and Plan ("Plan") were approved by the City Council of the City; and

Whereas, The Developer desires to purchase from the City the real property commonly known as 6139 South Ashland Avenue, Chicago, Illinois 60636, which is located within the Area and is legally described on (Sub)Exhibit A attached hereto and incorporated herein (the "Property"); and

Whereas, The Developer intends to construct a single story, five thousand one hundred (5,100) square foot retail addition to an existing building with off-street parking for twenty (20) cars as more fully described on (Sub)Exhibit B attached hereto and made a part hereof ("Improvements" or "Project") which Improvements are consistent with the Plan for the Area; and

Whereas, The City Council by ordinance adopted _____, _____, authorized the sale of the Property to the Developer, subject to the execution, delivery and recording of this Agreement.

Now, Therefore, In consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follow:

Section 1.

Incorporation Of Recitals.

The recitals set forth above constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

Section 2.

Sale And Purchase Price.

Subject to the terms, covenants and conditions of this Agreement, the City agrees to sell the Property to Developer, and Developer agrees to purchase the Property from the City, for the sum of Forty Thousand and no/100 Dollars ($40,000.00) ("Purchase Price") to be paid to the City at the Closing (as defined in Section 4.D below) by cashier's or certified check or wire transfer of immediately available funds or such other form of payment as acceptable to the City at its sole discretion, less the Earnest Money (as defined in Section 3.A). Except as specifically provided herein to the contrary, the Developer shall pay all closing costs.

Section 3.

Earnest Money And Performance Deposit.

A. Earnest Money.

Upon execution of this Agreement, the Developer shall deposit with the City the amount of Two Thousand and no/100 Dollars ($2,000.00) which will be credited against the Purchase Price ("Earnest Money") at the Closing.

B. Performance Deposit.

Upon execution of this Agreement, the Developer shall also deposit with the City an additional amount of Two Thousand and no/100 Dollars ($2,000.00) as security for the performance of its obligations under this Agreement ("Performance Deposit") which will be retained by the City until a Certificate of Completion (as described in Section 9 below) has been issued by the City for the Project.

C. Interest.

There will be no interest paid to the Developer on the Earnest Money or Performance Deposit.

Section 4.

Conveyance Of Property.

A. Form Of Deed.

The City shall convey the Property to Developer by quitclaim deed ("Deed"), subject to the terms of this Agreement and the following:

(i) the Plan for the Area;

(ii) the standard exceptions in an ALTA title insurance policy;

(iii) general real estate taxes and any special assessments or other taxes;

(iv) easements, encroachments, covenants and restrictions of record and not shown of record; and

(v) such other title defects as may exist.

B. Title Commitment And Insurance.

The Developer acknowledges that the City has delivered to the Developer a commitment for an owner's policy of title insurance from Greater Illinois Title Company ("Title Company"), showing the City in title to the Property. Any updated title commitment shall be obtained at Developer's expense. The Developer shall be solely responsible for and shall pay all costs associated with obtaining any title insurance, extended coverage or other endorsements it deems necessary.

C. Survey.

The Developer shall be responsible for obtaining, at its sole cost and expense, any survey it deems necessary.

D. Closing.

The closing of the transaction contemplated by this Agreement ("Closing") shall take place at the downtown offices of the Title Company, 120 North LaSalle Street, Suite 900, Chicago, Illinois 60602, on January 30, 2008, or on such later date and at such place as the parties mutually agree to in writing; provided, however, notwithstanding the parties' execution of this Agreement, in no event shall

the Closing occur (i) unless and until the conditions precedent set forth in Sections 4.E, 4.I, 5 and 8 are all satisfied, and (ii) any later than March 1, 2008 (the "Outside Closing Date"). Failure by the Developer to close by the aforementioned date shall be considered an "Event of Default" as defined in Section 15 below. Notwithstanding the foregoing, the Commissioner D.P.D., in his sole discretion, shall have the right to unilaterally extend the Closing Date in accordance with Section 8 below.

E. Building Permits.

The Developer shall apply for all necessary building permits and zoning approvals for the Project no later than November 15, 2007, and shall deliver evidence of all such permits and approvals to D.P.D. at least fourteen (14) days prior to the Closing.

F. Real Estate Taxes.

The City shall use reasonable efforts to obtain the waiver of any delinquent real estate tax liens on the Property prior to the Closing, to the extent such tax liens can be waived or released by the City's writing of an abatement letter to the Cook County Treasurer or a motion to vacate a tax sale. If the City is unable to obtain the waiver of any such tax liens, the Developer shall have the option to do one of the following: (i) accept title to the Property subject to the tax liens, without reduction in the Purchase Price; or (ii) terminate this Agreement by delivery of written notice to the City, in which event the City shall return the Earnest Money and Performance Deposit to the Developer and this Agreement shall be null and void. If the Developer elects to close, the Developer shall assume the responsibility for any such delinquent real estate taxes. The Developer shall also be responsible for all taxes accruing after the Closing. Until the City issues a Certificate of Completion (as defined in Section 9), the Developer shall notify the City that the real estate taxes have been paid in full within ten (10) days of such payment.

G. Recording Costs.

The Developer shall pay to record the Deed and this Agreement and any other documents incident to the conveyance of the Property to the Developer.

H. Escrow.

If the Developer requires conveyance through escrow, Developer shall pay all escrow fees.

I. Insurance.

The Developer shall procure and maintain or cause to be maintained by its contractors, subcontractors, agents, and/or employees, at all times throughout the term of this Agreement, the following insurance coverages:

(i) Commercial General Liability Insurance with a combined single limit of not less than One Million and no/100 Dollars ($1,000,000.00) per occurrence for bodily injury, personal injury and property damage liability. Coverages shall include the following: all premises and operations, products/ completed operations, independent contractors, separation of insureds, defense and contractual liability (with no limitation endorsement). The City is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the Project on the Property.

(ii) Automobile Liability Insurance (Primary And Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Developer shall provide automobile liability insurance with limits of not less than One Million and no/100 Dollars ($1,000,000.00) per occurrence, for bodily injury and property damage. The City shall be named as an additional insured on a primary noncontributory basis. Any contractors doing environmental remediation work shall endorse their automobile liability insurance policy to include the MSC90 Endorsement.

(iii) Workers' Compensation And Employer's Liability Insurance. Workers' Compensation and Employer's Liability Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and employers liability coverage with limits of not less than One Hundred Thousand and no/100 Dollars ($100,000.00) each accident or illness.

Evidence of such insurance, in the form of an Accord 27 Certificate or actual insurance policy or binder, shall be provided to D.P.D. at least fourteen (14) days prior to the Closing. This Section 4.I shall survive the Closing.

J. Due Diligence.

The Developer shall deliver to D.P.D. at least fourteen (14) days prior to the Closing due diligence searches in its name (UCC, state and federal tax lien, pending litigation and judgment in Cook County and Northern District of Illinois, and bankruptcy in Cook County and United States Bankruptcy Court), showing no unacceptable liens, litigation, judgments or filings, as reasonably determined by the Corporation Counsel.

K. Organization And Authority Documents.

The Developer shall deliver to D.P.D. at least five (5) days prior to the Closing the following certified documents: Operating Agreement, consent of members authorizing the Developer to enter into this transaction, and such other organizational documents as the City may reasonably request. The Developer shall also provide a Certificate of Good Standing dated no more than thirty (30) days prior to the Closing issued by the Office of the Secretary of State of the State of Illinois as to the good standing of the Developer.

Section 5.

Project Budget; Proof Of Financing.

The total project budget is currently estimated to be Five Hundred Thirty-four Thousand Eight Hundred Sixty-six and no/100 Dollars ($534,866.00) (the "Preliminary Project Budget"). Not less than thirty (30) days prior to the Closing, the Developer shall submit to D.P.D. for approval a final project budget materially consistent with the Preliminary Project Budget ("Budget") and evidence of equity and loan funds committed and available and adequate to finance the purchase of the Property and the construction of the Improvements. If the Developer fails to provide the City with a Budget or proof of financing to the City's reasonable satisfaction within the time period provided for herein, the City may, at its option, declare this Agreement null and void or delay the Closing until such time as the Developer complies with this Section 5.

Section 6.

Site Plans And Architectural Drawings.

A. Site Plans.

The Developer shall construct the Improvements on the Property in accordance with the renderings prepared by _____, dated _____, and the site plans and architectural drawings prepared pursuant thereto, which have been approved by D.P.D. and which are listed on (Sub)Exhibit C attached hereto and incorporated herein by reference ("Drawings").

No material deviation from the Drawings may be made without the prior written approval of D.P.D., which shall be in D.P.D.'s sole discretion. A deviation that changes the basic use of the Property shall be deemed material. In the event the Developer submits and D.P.D. approves revised site plans and/or architectural drawings after the date of this Agreement, the term "Drawings" as used herein shall refer to the revised site plans and/or architectural drawings upon D.P.D.'s written approval of the same.

B. Relocation Of Utilities, Curb Cuts And Driveways.

The Developer shall be solely responsible for and shall pay all costs associated with: (i) the relocation, installation or construction of public or private utilities, curb cuts and driveways; (ii) the repair or reconstruction of any curbs, vaults, sidewalks or parkways required in connection with or damaged as a result of the Developer's redevelopment; (iii) the removal of existing pipes, utility equipment or building foundations; and (iv) the termination of existing water or other services. The City shall have the right to approve any streetscaping, including any paving of sidewalks, landscaping and lighting provided by the Developer as part of the Project.

C. Inspection By The City.

During the construction of the Project, the Developer shall permit any duly authorized representative of the City to enter onto the Property for the purpose of determining whether the work is being performed in accordance with the terms of this Agreement and all applicable laws and codes.

D. Barricades And Signs.

The Developer shall, at its sole cost and expense, erect and maintain such signs as the City may reasonably require identifying the Property as a City redevelopment project. Prior to the commencement of any construction activity requiring barricades, the Developer shall install barricades of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state and local laws, ordinances and regulations. The City shall have the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all signage and barricades, which approval shall not be unreasonably withheld or delayed.

E.

The Developer shall deliver written monthly progress reports summarizing the

status of the Project and the Developer's compliance to date with its obligations under Section 19.

F. Survival.

The provisions of this Section 6 shall survive the Closing.

Section 7.

Limited Applicability.

D.P.D.'s approval of the Drawings is for the purposes of this Agreement only and does not constitute the approval required by the City's Department of Construction and Permits ("D.C.A.P.") or an other City department; nor does the approval by D.P.D. pursuant to this Agreement constitute an approval of the quality, structural soundness or safety of any improvements located or to be located on the Property. D.P.D.'s approval shall be only for the benefit of the Developer and any lienholder authorized by this Agreement.

Section 8.

Commencement And Completion Of Improvements.

The Closing shall not occur unless and until the Developer is prepared to commence construction of the Improvements within a reasonable time. In no instance shall (a) construction commence later than March 15, 2008, or (b) construction be completed later than March 15, 2009. D.P.D. shall have discretion to extend the dates in (a) and (b) by up to six (6) months each (i.e., no more than twelve (12) months in the aggregate) by issuing a written extension letter. The Developer shall give written notice to the City within five (5) days after it commences construction. The Improvements shall be constructed in accordance with the Drawings and all applicable laws, regulations, codes, and recorded encumbrances and restrictions. Notwithstanding the foregoing, the Commissioner of D.P.D. shall have the right to unilaterally extend the dates contained herein.

Section 9.

Certificate Of Completion.

The Developer shall request from the City a certificate of completion ("Certificate of Completion") upon the completion of the Improvements in accordance with this Agreement. Recordation of the Certificate of Completion shall constitute a conclusive determination of satisfaction and termination of the covenants in this Agreement and the Deed with respect to the Developer's obligations to construct the Improvements. Within forty-five (45) days after receipt of a written request from the Developer for a Certificate of Completion, the City shall provide the Developer with either the Certificate of Completion or a written statement indicating in adequate detail how the Developer has failed to complete the Improvements in compliance with this Agreement, or is otherwise in default, and what measures or acts are necessary, in the sole opinion of the City, for the Developer to take or perform in order to obtain the Certificate of Completion. If the City requires additional measures or acts to assure compliance, the Developer shall resubmit a written request for the Certificate of Completion upon compliance with the City's response. The Certificate of Completion shall be in recordable form.

Section 10.

Restrictions On Use.

A. Shall devote the Property to a use approved by the Plan until March 29, 2029.

B. The Developer agrees that it shall not discriminate based upon race, color, religion, sex, national origin or ancestry, military status, sexual orientation, source of income, age or handicap in the sale of the Property.

Section 11.

Prohibition Against Transfer Of Property.

Prior to the issuance of the Certificate of Completion, the Developer may not, without the prior written consent of D.P.D. which consent shall be in D.P.D.'s sole discretion: (a) directly or indirectly sell or convey the Property or any part thereof

or any interest therein or the Developer's controlling interests therein; or (b) directly in or indirectly assign this Agreement. If the Developer is a business entity, no principal party of the Developer (e.g., a general partner, member, manager or shareholder) may sell, transfer or assign any of its interest in the Developer prior to the issuance of the Certificate of Completion to anyone other than another principal party of the Developer without the prior written consent of , which consent shall be in D.P.D.'s sole discretion. The Developer must disclose the identity of all members to the City at the time such members obtain an interest in the Developer. In the event of a proposed sale, the Developer shall provide D.P.D. copies of any and all sales contracts, legal descriptions, descriptions of intended use, certifications from the propose buyer regarding this Agreement and such other information as the City may reasonably request. The proposed buyer must be qualified to do business with the City (including, without limitation, the anti-scofflaw requirement).

Section 12.

Limitation Upon Encumbrance Of Property.

Prior to the issuance of the Certificate of Completion, the Developer shall not, without D.P.D.'s prior written consent, which shall be in D.P.D.'s sole discretion, engage in any financing or other transaction which creates an encumbrance or lien on the Property, except for the initial construction financing approved by D.P.D. pursuant to Section 5.

Section 13.

Mortgagees Not Obligated To Construct.

Notwithstanding any other provision of this Agreement or of the Deed, the holder of any mortgage on the Property authorized by Section 12 of this Agreement shall not itself be obligated to construct or complete the Improvements but shall be bound by the covenants running with the land specified in Section 14 and, at Closing, shall execute a subordination agreement to such effect. If any such mortgagee succeeds to the Developer's interest in the Property prior to issuance of a Certificate of Completion, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the Property to another party, such transferee shall be obligated to complete the Improvements, and shall also be bound by the other covenants running with the land specified in Section 14.

Section 14.

Covenants Running With The Land.

The parties agree, and the Deed shall so expressly provide, that the covenants provided in Sections 8, 10, 11 and 12 will be covenants running with the land, binding on the Developer and its successors and assigns (subject to the limitation set forth in Section 13 above as to any permitted mortgagee) to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City. The covenants provided in Sections 8, 11 and 12 shall terminate upon the issuance of the Certificate of Completion. The covenant provided in Section 10.A shall expire on March 29, 2029. The covenant provided in Section 10.B shall have no expiration date.

Section 15.

Performance And Breach.

A. Time Of The Essence.

Time is of the essence in the Developer's performance of its obligations under this Agreement.

B. Permitted Delays.

The Developer shall not be considered in breach of its obligations under this Agreement in the event of a delay due to unforeseeable causes beyond the Developer's control and without the Developer's fault or negligence, including, without limitation, acts of God, acts of the public enemy, acts of the United States government, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and unusually severe weather or delays of subcontractors due to such causes. The time for the performance of the obligations shall be extended only for the period of the delay and only if the Developer requests an extension in writing within twenty (20) days after the beginning of any such delay.

C. Cure.

If the Developer defaults in the performance of its obligations under this Agreement, the Developer shall have sixty (60) days after written notice of default

from the City to cure the default, or such longer period as shall be reasonably necessary to cure such default provided the Developer promptly commences such cure and thereafter diligently pursues such cure to completion (so long as continuation of the default does not create material risk to the Project or to persons using the Project). If the default is not cured in the time period provided for herein, the City may institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy the default, including, without limitation, proceedings to compel specific performance. Notwithstanding the preceding two sentences, no notice or cure period shall apply to defaults under Sections 15.D (iv), (vi) and (ix). Any default under Sections 15.D (iv), (vi), and (ix) shall constitute an immediate "Event of Default" and shall entitle the City to terminate this Agreement and retain the Earnest Money and Performance Deposit.

D. Default.

The occurrence of any one or more of the following shall constitute an "Event of Default" under this Agreement:

(i) the Developer fails to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations under this Agreement; or

(ii) the Developer makes or furnishes a warranty, representation, statement or certification to the City (whether in this Agreement, an Economic Disclosure Form, or another document) which is not true and correct; or

(iii) a petition is filed by or against the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereafter existing, which is not vacated, stayed or set aside within thirty (30) days after filing; or

(iv) the Developer abandons or substantially suspends construction of the Improvements; or

(v) the Developer fails to timely pay real estate taxes or assessments affecting the Property or suffers or permits any levy or attachment, material suppliers' or mechanics' lien, or any other lien or encumbrance unauthorized by this Agreement to attach to the Property; or

(vi) the Developer makes an assignment, pledge, unpermitted financing, encumbrance, transfer or other disposition in violation of this Agreement; or

(vii) there is a change in Developer's financial condition or operations that would materially affect the Developer's ability to complete the Improvements; or

(viii) the Developer fails to comply with the terms of any other written agreement entered into with the City with respect to the Project; or

(ix) the Developer fails to close by the Outside Closing Date.

E. Prior To Closing.

If an Event of Default occurs prior to the Closing, the City may terminate this Agreement and retain the Earnest Money and Performance Deposit as liquidated damages.

F. After Closing.

If an Event of Default occurs after the Closing, the City may exercise any and all remedies available to it at law or in equity, including, without limitation, the right to re-enter and take possession of the Property, terminate the estate conveyed to the Developer, and revest title to the Property in the City; provided, however, the revesting of title in the City shall be limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement. Notwithstanding the foregoing, after the issuance of a Certificate of Completion, the City's right of reverter shall no longer be enforceable.

G. Resale Of The Property.

Upon the revesting in the City of title to the Property as provided in Section 15.F, the City shall employ its best efforts to convey the Property (subject to any first mortgage lien described in this Section 15) to a qualified and financially responsible party (reasonably acceptable to the first mortgagee) who shall assume the obligation of completing the construction of the Improvements or such other improvements as shall be satisfactory to the City, and complying with the covenants that run with the land, as specified in Section 14.

H. Disposition Of Resale Proceeds.

If the City sells the Property as provided for in Section 15.G, the proceeds from the sale shall be utilized to reimburse the City for:

(i) costs and expenses incurred by the City (including, without limitation, salaries of personnel) in connection with the recapture, management and resale of the Property (less any income derived by the City from the Property in connection with such management); and

(ii) all unpaid taxes, assessments, and water and sewer charges assessed against the Property; and

(iii) any payments made (including, without limitation, reasonable attorneys' fees and court costs) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer; and

(iv) any expenditures made or obligations incurred by the City with respect to construction or maintenance of the Improvements; and

(v) the fair market value of the land comprising the Property (without any Improvements or partially constructed Improvements thereon) as determined by such sale, less the Purchase Price previously paid to the City on the Closing Date;

(vi) any other amounts owed to the City by the Developer.

The Developer shall be entitled to receive any remaining proceeds up to the amount of the Developer's equity investment in the Property.

In addition to, and without in any way limiting the City's rights under this Section 15, the City shall have the right to retain the Performance Deposit in the event of a default by the Developer.

I. Waiver And Estoppel.

Any delay by the City 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 the City of or limit such rights in any way. No waiver made by the City with respect to any specific default by the Developer shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of the Developer.

Section 16.

Conflict Of Interest, City's Representatives Not Individually Liable.

The Developer warrants that no agent, official or employee of the City shall have

any personal interest, direct or indirect, in this Agreement or the Property, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any entity or association in which he or she is directly or indirectly interested. No agent, official or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligation under the terms of this Agreement.

Section 17.

Indemnification.

The Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with: (a) the failure of the Developer to perform its obligations under this Agreement; (b) the failure of the Developer or any contractor to pay contractors, subcontractors or material suppliers in connection with the construction of the Improvements;(c) any material misrepresentation or omission in the Plan which is the result of information supplied or omitted by the Developer or agents, employees, contractors or other persons acting under the control or at the request of Developer; (d) the failure of the Developer to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto; and (e) any activity undertaken by the Developer on the Property prior to or after the Closing. This indemnification shall survive the Closing or any termination of this Agreement regardless of the reason for such termination).

Section 18.

Environmental Matters.

A. "As Is" Sale.

The City makes no covenant, representation or warranty as to the environmental condition of the Property or the suitability of the Property for any purpose whatsoever, and the Developer agrees to accept the Property "as is".

B. Right-Of-Entry.

It shall be the responsibility of the Developer, at its sole cost and expense, to investigate and determine the soil and environmental condition of the Property. The Developer shall have the right to request a right-of-entry for the purpose of conducting environmental tests on the Property. If the Developer makes such a request within thirty (30) days after the date of this Agreement, the City shall grant the Developer the right to enter the Property for a period of thirty (30) days (the "Inspection Period") pursuant to a Right-of-Entry Agreement in form and substance acceptable to the City. The granting of the right-of-entry shall be contingent upon the Developer obtaining all necessary permits and the following types and amounts of insurance; i) commercial general liability insurance with a combined single limit of not less than One Million and no/100 Dollars ($1,000,000.00) per occurrence for bodily injury, personal injury and property damage liability with the City named as an additional insured; (ii) automobile liability insurance with a combined single limit of not less than One Million and no/100 Dollars ($1,000,000.00) per occurrence for bodily injury and property damage; and (iii) worker's compensation occupational disease insurance in statutory amounts covering all employees and agents who are to do any work on the Property. All insurance policies shall be from insurance companies authorized to do business in the State of Illinois, and shall remain in effect until completion of all environmental testing activity on the Property. The Developer shall deliver duplicate policies or certificates of insurance to the City prior to commencing any activity on the Property. The Developer expressly understands and agrees that any coverage and limits furnished by the Developer shall in no way limit the Developer's liabilities and responsibilities set forth in this Agreement.

The Developer agrees to carefully inspect the Property prior to the commencement of any activity on the Property to make sure that such activity shall not damage surrounding property, structures, utility lines or any subsurface lines or cables. The Developer shall be solely responsible for the safety and protection of the public. The City reserves the right to inspect any work being done on the Property. The Developer's activities on the Property shall be limited to those reasonably necessary to perform the environmental testing. Upon completion of the work, the Developer agrees to restore the Property to its original condition. The Developer shall keep the Property free from any and all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for the Developer, and agrees to indemnify and hold the City harmless against any such liens. The foregoing indemnification shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

The Developer agrees to deliver to the City a copy of each report prepared by or for the Developer regarding the environmental condition of the Property within fourteen (14) days after receipt. If, prior to the Closing, the Developer's environmental consultant determines that contamination exists on the Property to such an extent that the parties agree that the estimated cost of remediation (such

estimated cost being determined by the consultant) is too excessive for the Developer, the Developer may declare this Agreement null and void by giving written notice thereof to the City within thirty (30) days after the expiration of the Inspection Period, whereupon the City shall return the Earnest Money and Performance Deposit to the Developer. The Developer agrees that it will not exercise its right to terminate this Agreement until the City has reviewed all reports concerning the condition of the Property and the parties have had an opportunity to try to resolve the issue. If the Developer elects not to terminate this Agreement pursuant to this Section 18, Developer shall be deemed satisfied with the condition of the Property.

If, after the Closing, the environmental condition of the Property is not in all respects entirely suitable for its intended use, it shall be the Developer's sole responsibility and obligation to take such action as is necessary to put the Property in a condition which is suitable for its intended use. The Developer hereby waives, releases and indemnifies the City from any claims and liabilities relating to or arising from the environmental condition of the Property, including, without limitation, claims arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("C.E.R.C.L.A."), and shall undertake and discharge all liabilities of the City arising from any environmental condition which existed on the Property prior to the Closing, including without limitation, liabilities arising under C.E.R.C.L.A.. The provisions of this paragraph shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

The Developer hereby acknowledges that, in purchasing the Property, Developer is relying solely upon its environmental due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the City or its agents or employees with respect thereto.

Section 19.

Developer's Employment Obligations.

A. Employment Opportunity.

The Developer agrees, and shall contractually obligate its various contractors, subcontractors and any affiliate of the Developer operating on the Property (collectively, the "Employers" and individually, an "Employer") to agree that with respect to the provision of services in connection with the construction of the Improvements or occupation of the Property during the construction period:

(i) Neither the Developer nor any Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Section 2-160-010, et seq. of the Municipal Code of Chicago, as amended from time to time (the "Human Rights Ordinance"). The Developer and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including, without limitation: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of payor other forms of compensation; and selection for training, including apprenticeship. The Developer and each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Developer and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(ii) To the greatest extent feasible, the Developer and each Employer shall present opportunities for training and employment of low- and moderate-income residents of the City, and provide that contracts for work in connection with the construction of the Improvements be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the City.

(iii) The Developer and each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, without limitation, the Human Rights Ordinance, and the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(iv) The Developer, in order to demonstrate compliance with the terms of this section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(v) The Developer and each Employer shall include the foregoing provisions of subparagraphs (i) through (iv) in every contract entered into in connection

with the construction of the Improvements, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or affiliate, as the case may be.

(vi) Failure to comply with the employment obligations described in this Section 19.A shall be a basis for the City to pursue remedies under the provisions of Section 15.

B. City Resident Employment Requirement.

The Developer agrees, and shall contractually obligate each Employer to agree, that during the construction of the Improvements, it and they shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 3-92-330 of the Municipal Code of Chicago (at least fifty percent (50%) of the total worker hours worked by persons on the construction of the Improvements shall be performed by actual residents of the City of Chicago); provided, however, that in addition to complying with this percentage, the Developer and each Employer shall be required to make good faith efforts to utilize qualified residents of the City of Chicago in both unskilled and skilled labor positions.

The Developer and the Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Purchasing Agent of the City of Chicago.

"Actual residents of the City of Chicago" shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

The Developer and the Employers shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the construction of the Improvements. The Developer and the Employers shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Weekly certified payroll reports (United States Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of the City of Chicago Department of Housing ("D.O.H.") in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the company hired the employee should be written in after the employee's name.

The Developer and the Employers shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of D.O.H., the Superintendent of the Chicago Police Department, the Inspector General, or any duly authorized representative thereof. The Developer and the Employers shall maintain all relevant personnel data and records for a period of at least three (3) years from and after the issuance of the Certificate of Completion.

At the direction of D.O.H. the Developer and the Employers shall provide affidavits and other supporting documentation to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the Developer and the Employers to provide work for actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer) shall not suffice to replace the actual, verified achievement of the requirements of this section concerning the worker hours performed by actual Chicago residents.

If the City determines that the Developer or an Employer failed to ensure the fulfillment of the requirements of this section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this section. If such noncompliance is not remedied in accordance with the breach and cure provisions of Section 15.C, the parties agree that one-twentieth of one percent (.05%) of the aggregate hard construction costs set forth in the Budget shall be surrendered by the Developer and for the Employers to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer and/or the other Employers or employees to prosecution.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246", or other affirmative action required for equal opportunity under the provisions of this Agreement.

The Developer shall cause or require the provisions of this Section 19.B to be included in all construction contracts and subcontracts related to the construction of the Improvements.

C. Developer's M.B.E./W.B.E. Commitment.

The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the general contractor to agree that during the construction of the Project:

(i) Consistent with the findings which support, as applicable, (a) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420, et seq., Municipal Code of Chicago (the "Procurement Program"), and (b) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2- 92-650, et seq., Municipal Code of Chicago (the "Construction Program", and collectively with the Procurement Program, the "M.B.E./W.B.E. Program"), and in reliance upon the provisions of the M.B.E./W.B.E. Program to the extent contained in, and as qualified by, the provisions of this Section 19.C, during the course of the Project, the following percentages of the M.B.E./W.B.E. Budget (as set forth in Exhibit D hereto shall be expended for contract participation by minority-owned businesses ("M.B.E.s") and by women-owned businesses ("W.B.E.s"):

(1) at least twenty-four percent (24%) by M.B.E.s; and

(2) at least four percent (4%) by W.B.E.s.

(ii) For purposes of this Section 19.C only:

(a) The Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.

(b) The term "minority-owned business" or "M.B.E." shall mean a business identified in the *Directory of Certified Minority Business Enterprises* published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(c) The term "women-owned business" or "W.B.E." shall mean a business identified in the *Directory of Certified Women Business Enterprises* published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(iii) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer's M.B.E./W.B.E. commitment may be achieved in part by the Developer's status as an M.B.E./W.B.E. (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more M.B.E.s/W.B.E.s (but only to the extent of the lesser of (a) the M.B.E. or W.B.E. participation in such joint venture, or (b) the amount of any actual work performed on the Project by the M.B.E. or W.B.E.; by the Developer utilizing a M.B.E. or W.B.E. as the general contractor (but only to the extent of any actual work performed on the Project by the general contractor); by subcontracting or causing the general contractor to subcontract a portion of the construction of the Project to one or more M.B.E.s or W.B.E.s; by the purchase of materials or services used in the construction of the Project from one or more M.B.E.s or W.B.E.s; or by any combination of the foregoing. Those entities which constitute both a M.B.E. and a W.B.E. shall not be credited more than once with regard to the developer's M.B.E./W.B.E. commitment as described in this Section 19.C. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any M.B.E. or W.B.E. general contractor or subcontractor without the prior written approval of D.P.D.

(iv) The Developer shall deliver quarterly reports to the City's monitoring staff during the Project describing its efforts to achieve compliance with this M.B.E./W.B.E. commitment. Such reports shall include, inter alia, the name and business address of each M.B.E. and W.B.E. solicited by the Developer or the general contractor to work on the Project, and the responses received from such solicitation, the name and business address of each M.B.E. or W.B.E. actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining the Developer's compliance with this M.B.E./W.B.E. commitment. The Developer shall maintain records of all relevant data with respect to the utilization of M.B.E.s and W.B.E.s in connection with the Project for at least five (5) years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by the Developer, on five (5) business days notice, to allow the City to review the Developer's compliance with its commitment

to M.B.E./W.B.E. participation and the status of any M.B.E. or W.B.E. performing any portion of the Project.

(v) Upon the disqualification of any M.B.E. or W.B.E. general contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified general contractor or subcontractor, and, if possible, identify and engage a qualified M.B.E. or W.B.E. as a replacement. For purposes of this subsection (v), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.

(vi) Any reduction or waiver of the Developer's M.B.E./W.B.E. commitment as described in this Section 19.C shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

(vii) Prior to the commencement of the Project, the Developer shall meet with the City's monitoring staff with regard to the Developer's compliance with its obligations under this Section 19.C. The general contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 19.C, the sufficiency of which shall be approved by the City's monitoring staff. During the Project, the Developer shall submit the documentation required by this Section 19.C to the City's monitoring staff, including the following: (a) M.B.E./W.B.E. utilization plan and record; (b) subcontractor's activity report; (c) contractor's certification concerning labor standards and prevailing wage requirements; (d) contractor letter of understanding; (e) monthly utilization report; (f) authorization for payroll agent; (g) certified payroll; (h) evidence that M.B.E./W.B.E. contractor associations have been informed of the Project via written notice and hearings; and (i) evidence of compliance with job creation requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 19.C, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further payment of any city funds to the Developer or the general contractor or (3) seek any other remedies against the Developer available at law or in equity.

D. Prevailing Wage Requirements.

The Developer covenants and agrees to pay, and to contractually obligate and

cause its general contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor ("Department") to all Project employees. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contracts. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, the Developer shall provide the City with copies of all such contracts to evidence compliance with this Section 19.D. Provided that any monetary amounts payable under the Prevailing Wage Act, 820 ILCS 130/0.01, et seq., for any violation of such statute are paid, nothing in this Agreement shall be construed to give the City any remedies with respect to prevailing wage violations beyond those provided for in the statute.

Section 20.

Provisions Not Merged With Deed.

The provisions of this Agreement shall not be merged with the Deed, and the delivery of the Deed shall not be deemed to affect or impair the provisions of this Agreement.

Section 21.

Headings.

The headings of the various sections of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending, or affecting in any way the express terms and provisions hereof.

Section 22.

Entire Agreement.

This Agreement constitutes the entire agreement between the parties and supersedes and replaces completely any prior agreements between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended in any manner other than by supplemental written a agreement executed by the parties.

Section 23.

Severability.

If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof, is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

Section 24.

Notices.

Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram or telecopy, provided that there is written confirmation of such communications; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested:

If To The City:

City of Chicago
Department of Planning and Development
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602

with a copy to:

City of Chicago
Department of Law
30 North LaSalle Street, Suite 1610
Chicago, Illinois 60602
Attention: Real Estate Division

If To The Developer:

Tom Matai
3601 North Ashland Avenue
Chicago, Illinois 60613

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively, provided that such electronic dispatch is confirmed as having occurred prior to 5:00 P.M. on a business day. If such dispatch occurred after 5:00 P.M. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

Section 25.

Organization And Authority.

The Developer represents and warrants that it is a duly organized and validly existing limited liability company under the laws of the State of Illinois, with full power and authority to acquire, own and redevelop the Property, and that the person signing this Agreement on behalf of the Developer has the authority to do so.

Section 26.

Successors And Assigns.

Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall apply to and bind the successors and assigns of the parties.

Section 27.

Recordation Of Agreement.

This Agreement shall be recorded at the Office of the Cook County Recorder of Deeds prior to or as part of the Closing. The Developer shall pay the recording fees.

Section 28.

Exhibits.

All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

Section 29.

Counterparts.

This Agreement may be executed in counterparts, each of which shall constitute an original instrument.

Section 30.

Patriot Act Certification.

Neither Developer nor any Affiliate thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, the Bureau of Industry and Security of the United States Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to Developer that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Developer, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

Section 31.

Business Relationships.

The Developer acknowledges (A) receipt of a copy of Section 2-156-030(b) of the Municipal Code of Chicago, (B) that it has read such provision and understands that pursuant to such Section 2-156-030(b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) that a violation of Section 2-156-030(b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030(b) has occurred with respect to this Agreement or the transaction contemplated hereby.

Section 32.

Prohibition On Certain Contributions -- Mayoral Executive Order Number 05-1.

Consistent with the intent of Mayoral Executive Order Number 05-1, compliance with the substance of which is intended by this Section 32, the Developer hereby agrees that the Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in the Developer of more than seven and five-tenths percent (7.5%), the General Partner or Managing Member, any person or entity who directly or indirectly has an ownership or beneficial interest in the General Partner or Managing Member of more than seven and five-tenths percent (7.5%), Owner, any person or entity who directly or indirectly has an ownership, beneficial or other controlling interest in Owner of more than seven and five-tenths percent (7.5%) (collectively, "Controlling Owners"), spouses and domestic partners of such Controlling Owners, (collectively, all the preceding classes of persons and entities are hereinafter referred to as the "Ownership Parties") shall not make a contribution of any amount to the Mayor of the City ("Mayor") or to his political fund-raising committee (i) after execution of this Agreement by the Developer, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between the Developer and the City, or (iv) during

any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

The Developer hereby agrees to require that the General Contractor, any person or entity who directly or indirectly has an ownership or beneficial interest in the General Contractor of more than seven and five-tenths percent (7.5%), any Subcontractor, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than seven and five-tenths percent (7.5%) (collectively, "Interested Parties"), and spouses and domestic partners of such Interested Parties (collectively, all the preceding classes of persons and entities are hereinafter referred to, together with the Ownership Parties, as the "Identified Parties") shall not make a contribution of any amount to the Mayor or to his political fund-raising committee (i) after execution of this Agreement by the Developer, (ii) while the Construction Contract or any Subcontract is executory, (iii) during the term of the Construction Contract or any Subcontract, or (iv) during any period while an extension of the Construction Contract or any Subcontract is being sought or negotiated.

The Developer represents and warrants that as of the later of (i) February 10, 2005, or (ii) the date that the City approached the Developer, or the Developer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fund-raising committee.

The Developer agrees that it shall not and it shall require all other Identified Parties to not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fund-raising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fund-raising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fund-raising committee.

The Developer agrees that it must not and it shall require all other Identified Parties to not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order Number 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order Number 05-1. The Developer shall impose the restrictions of this Section 32 in the Construction Contract and shall specifically require the General Contractor to impose the restrictions of this Section 32 in all Subcontracts.

The Developer agrees that a violation of, noncompliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order Number 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source that are then delivered by one person to the Mayor or to his political fund-raising committee.

"Other Contract" means any other agreement with the City to which the Developer is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

(A) they are each other's sole domestic partner, responsible for each other's common welfare; and

(B) neither party is married; and

(C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and

(D) each partner is at least eighteen (18) years of age, and the partners are the same sex, and the partners reside at the same residence; and

(E) two (2) of the following four (4) conditions exist for the partners:

1. The partners have been residing together for at least twelve (12) months.

2. The partners have common or joint ownership of a residence.

3. The partners have at least two (2) of the following arrangements:

   a. joint ownership of a motor vehicle;

   b. a joint credit account;

   c. a joint checking account;

   d. a lease for a residence identifying both domestic partners as tenants.

4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fund-raising committee" means a "political fund-raising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago as amended.

Section 33.

Waste Ordinance Provisions.

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, the Developer warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of the following sections of the Code (collectively, the "Waste Sections"):

7-28-39 -- dumping on public way;

7-28-440 -- dumping on real estate without permit;

11-4-1410 -- disposal in waters prohibited;

11-4-1420 -- ballast tank, bilge tank or other discharge;

11-4-1450 -- Gas manufacturing residue;

11-4-1500 -- treatment and disposal of solid or liquid waste;

11-4-1530 -- compliance with rules and regulations required;

11-4-1550 -- operational requirements; and

11-4-1560 -- screening requirements.

During the period while this Agreement is executory, Developer's, general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit the Developer, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Noncompliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect the Developer's eligibility for future contract awards.

Section 34.

Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

In Witness Whereof, the parties have caused this Agreement to be executed on or as of the date first above written.

City of Chicago,
an Illinois municipal corporation,
acting by and through its
Department of Planning and
Development

By: _____
Arnold Randall,
Commissioner

BBSS, L.L.C.,
an Illinois limited liability company

By: _____

Its: _____

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for the County, in the State

aforesaid, do hereby certify that Arnold Randall, personally known to me to be the Commissioner of Planning and Development of the City of Chicago, an Illinois municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that, as the Commissioner, he signed and delivered the said foregoing instrument pursuant to authority given by the City of Chicago, as his free and voluntary act, and as the free and voluntary act and deed of the corporation, for the uses and purposes therein set forth.

Given under my and notarial seal this _____ day of _____, _____.

_____
Notary Public

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for the County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ of BBSS, L.L.C., an Illinois limited liability corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that he signed and delivered the said instrument pursuant to authority given by _____, as his/her free and voluntary act, and as the free and voluntary act and deed of _____, for the uses and purposes therein set forth.

Given under my and notarial seal this _____ day of _____, _____.

_____
Notary Public

[(Sub)Exhibits "C" and "D" referred to in this Agreement with BBSS, L.L.C. for Sale and Redevelopment of Land unavailable at time of printing.]

(Sub)Exhibits "A" and "B" referred to in this Agreement with BBSS, L.L.C. for the Sale and Redevelopment of Land read as follows:

(Sub)Exhibit "A".
(To Agreement With BBSS, L.L.C. For Sale And Redevelopment Of Land)

Legal Description Of Property.

Lot 35 (except that part lying west of a line 50 feet east of and parallel with the west line of Section 17 hereinafter described, taken for widening of Ashland Avenue) in Block 12 in Belleville, a subdivision of the west half of the southwest quarter of Section 17, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Address:

6139 South Ashland Avenue
Chicago, Illinois 60636.

Permanent Index Number:

20-17-316-021-0000.

(Sub)Exhibit "B".
(To Agreement With BBSS, L.L.C. For Sale And Redevelopment Of Land)

Narrative Description Of Project.

The Developer shall construct a single story, five thousand one hundred (5,100) square foot retail addition to an existing building with off-street parking for twenty (20) cars.

APPROVAL FOR NEGOTIATED SALE OF CITY-OWNED PROPERTY AT 4500 -- 4502 SOUTH HALSTED STREET TO AND AUTHORIZATION FOR EXECUTION OF REDEVELOPMENT AGREEMENT WITH STOCKYARDS BUSINESS CENTER, L.L.C.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development authorizing the sale of city-owned property at 4500 -- 4502 South Halsted Street, having 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 vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City has established the Community Development Commission ("Commission") to, among other things, designate redevelopment areas and approve redevelopment plans, and recommend the sale of parcels located in redevelopment areas, subject to the approval of the City Council of the City of Chicago ("City Council"); and

WHEREAS, By Resolution Number 02-CDC-84 adopted on September 10, 2002, the Commission approved the redevelopment plan ("Redevelopment Plan") for the Stockyards Southeast Quadrant Industrial Tax Increment Financing Redevelopment Project Area ("Redevelopment Area"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on February 26, 1992 and published at pages 13145 through 13177 in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") of such date, the Redevelopment Plan for the Redevelopment Area was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on February 26, 1992 and published at pages 13177 through 13185 in the *Journal* of such date, the Redevelopment Area was designated as a redevelopment project area pursuant the Act; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on February 26,1992, and published at pages 13185 through 13190 in the *Journal* of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain redevelopment project costs (as defined in the Act) in the Redevelopment Area incurred pursuant to the Redevelopment Plan; and

WHEREAS, The City is the owner of an approximate seven (7) acre parcel of property located at 4500 -- 4502 South Halsted Street, Chicago, Illinois 60609, which is legally described on Exhibit A attached hereto (the "Property"), and which is located in the Redevelopment Area; and

WHEREAS, Stockyards Business Center, L.L.C., an Illinois limited liability company (the "Developer"), located at 9550 West Higgins Road, Suite 200,

Rosemont, Illinois 60018, shall construct a not less than one hundred five thousand (105,000) square foot speculative manufacturing and industrial building that will be flexible enough to accommodate one or more industrial users. The site's landscaping will adhere to the City's standards and design. The constructed facility will offer maximum docking capacity with fourteen (14) adjustable docks and four (4) drive-in docks. A parking lot with space sufficient to accommodate up to one hundred forty-six (146) cars is part of the developer's site-plan. The Developer shall create a minimum of eighty-three (83) permanent jobs within twenty-four (24) months of occupancy of the Project. The Developer has offered to pay the City the sum of One and no/100 Dollars ($1.00), for the seven (7) acre parcel of Property; and

WHEREAS, By Resolution Number 02-CDC-84, adopted on September 10, 2004, the Commission authorized the Department of Planning and Development (the "Department") to advertise its intention to enter into a negotiated sale with the Developer for the redevelopment of the Parcel; approved the Department's request to advertise for alternative proposals, and recommended that City Council approve the sale of the Parcels to the Developer if no alternative proposals were received without further Commission action; and

WHEREAS, The Department published the notice, requested alternative proposals for the redevelopment of the Parcel and provided reasonable opportunity for other persons to submit alternative bids or proposals; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notice; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Commissioner of the Department of Planning and Development (the "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a redevelopment agreement between the Developer and the City substantially in the form attached hereto as Exhibit B and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 3. The City is hereby authorized to sell and convey to the Developer the Property listed on Exhibit A for One and no/100 Dollars ($1.00) in accordance with and subject to the terms of such Redevelopment Agreement.

SECTION 4. The Mayor or his proxy is authorized to execute, and the City Clerk

to attest, a quitclaim deed conveying to the Developer, or to a land trust of which the Developer is the sole beneficiary, or to a business entity of which the Developer is the sole controlling party, the Property listed on Exhibit A for the consideration described therein and otherwise in accordance with and subject to the terms of such Redevelopment Agreement.

SECTION 5. If any provision of this ordinance shall be held to be invalid or enforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall be in full force and effect immediately upon it passage and approval.

Exhibits "A" and "B" referred to in this ordinance read as follows:

Exhibit "A".
(To Ordinance)

Legal Description Of Property (subject to final survey and title commitment):

A parcel of land in the east half of Section 5, Township 38 North, Range 14, East of the Third Principal Meridian, being a part of Lot 7 in Stockyards Subdivision of the east half of Section 5, Township 38 North Range 14, East of the Third Principal Meridian, which parcel of land is described as follows: the north 434.51 feet of the south 1,284.51 feet of the west 125.00 feet of the east 165.00 feet of the east half of Section 5, Township 38 North, Range 14, East of the Third Principal Meridian (excepting therefrom that part thereof dedicated for West 45th Street by document recorded July 1, 1976 as Document Number 23542553, in Cook County, Illinois.

Commonly Known And Numbered As:

Deposition Parcel 1-1 and Parcel 1-2
4500 South Halsted Street.

Permanent Index Numbers:

20-05-200-095;

20-05-200-105; and

20-05-200-114.

Exhibit "B".
(To Ordinance)

Agreement For The Sale And Redevelopment Of Land.

This agreement for the sale and redevelopment of land ("Agreement") is made on or as of the _____ day of _____, 2007, by and between the City of Chicago, an Illinois municipal corporation ("City"), acting by and through its Department of Planning and Development ("D.P.D."), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 and Stockyards Business Center, L.L.C., an Illinois limited liability company, ("Developer"), located at 9550 West Higgins Road, Suite 200, Rosemont, Illinois 60018.

Recitals.

Whereas, The Developer desires to purchase from the City certain real property having the common address of 4500 South Halsted Street, Chicago, Illinois, as more fully described on (Sub)Exhibit A attached hereto (the "Property"); and

Whereas, The Property is a seven (7) acre parcel of vacant land situated within the boundaries of the Stockyards Southeast Quadrant Industrial Area Tax Increment Financing Redevelopment Project Area (the "Project Area"), as created by ordinances of the Chicago City Council dated February 26, 1992 and published at pages 13145 through 13190 of the *Journal of the Proceedings of the City Council of the City of Chicago*; and

Whereas, The appraised market value of the Property is One Million Six Hundred Ten Thousand ($1,610,000) for use as industrial property; and

Whereas, The City is willing to sell the Property to the Developer for less than the appraised market value in consideration of the Developer's fulfillment of its obligations under this Agreement including the obligation to develop and operate

a manufacturing and industrial facility of not less than one hundred five thousand (105,000) square feet, which will accommodate one or more users, with site improvements, landscaping and parking at the Property, as more fully set forth in this Agreement including without limitation on (Sub)Exhibit B (the "Project"); and

Whereas, Such Project shall be constructed at a cost of approximately Seven Million Two Hundred Thirty-one Thousand Five Hundred Fifty-two Dollars ($7,231,552), and shall create a minimum of eighty-three (83) jobs within twenty-four (24) months of occupancy of the Project, and which employment obligation is an essential part of the consideration due the City under the terms of this Agreement; and

Whereas, The Project is consistent with the Stockyards Southeast Quadrant Industrial Tax Increment Redevelopment Plan and Project (the "Redevelopment Plan"); and

Whereas, The parties agree that simultaneous with the execution of this Agreement, the Developer shall execute a Deed of Reconveyance ("Deed of Reconveyance"), in a form reasonably acceptable to the City, thereby subjecting the Developer to a reconveyance of the Property and any improvements thereon to the City for a maximum period of five (5) full years from the date of Closing in the event the Developer fails to acquire D.P.D.'s prior written consent to any/all transfers of Property; and

Whereas, The parties agree that simultaneous with the execution of this Agreement, the Developer shall be subject to a reconveyance of the Property and improvements thereon to the City for a period of twenty-four (24) full months from the date of occupancy of the Property in the event the Developer does not create and retain the required number of jobs by the date that is twenty-four (24) months from the date of occupying the Property; and/or in the event the Developer fails to acquire D.P.D.'s approval of any/all future uses, occupancy, and tenants of the Property and improvements thereon for a period of twenty-four (24) months from the date of occupancy of the Property, unless such period is extended by D.P.D. in its sole discretion, as more fully set forth in this Agreement; and

Whereas, The Developer is obtaining a mortgage loan from _____ Bank in the amount of Five Million Seven Hundred Eighty-five Thousand Two Hundred Forty-one Dollars ($5,785,241) to finance the Project (the "_____ Loan");

Now, Therefore, In consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1.

Incorporation Of Recitals.

The recitals set forth above constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

Section 2.

Purchase Price.

Subject to the terms, covenants and conditions of this Agreement, the City agrees to sell the Property to the Developer, and the Developer agrees to purchase the Property from the City for the amount of One and no/100 Dollars ($1.00) ("Purchase Price").

Section 3.

Earnest Money And Performance Deposit.

No earnest money or performance deposit shall be due under this Agreement. All other closing costs shall be borne by Developer.

Section 4.

Closing.

The closing of the transfer of the Property from the City to the Developer ("Closing") shall take place at the downtown offices of Chicago Title Insurance Company, 171 North Clark Street, Chicago, Illinois 60601, within thirty (30) days after the Developer has applied for all necessary building permits and zoning approvals for the Project, as required pursuant to Section 7, or on such date as the parties mutually agree upon in writing (the "Closing Date"); provided, however, in

no event shall the closing occur (1) until and unless the conditions precedent set forth in Section 9 are all satisfied, unless in its sole discretion waives such conditions, and (2) any later than March 31, 2008 (the "Outside Closing Date"), unless D.P.D., in its sole discretion, extends the Outside Closing Date. At the closing, the City shall deliver to the Developer (i) the Deed and (ii) possession of the Property, each subject only to the Permitted Exceptions.

Section 5.

Conveyance Of Title.

A. Form Of Deed.

The City shall convey the Property to the Developer by quitclaim deed ("Deed"), subject to the terms of this Agreement and the following ("Permitted Exceptions"):

1. the Redevelopment Plan for the Redevelopment Area;

2. standard exceptions in an ALTA title insurance policy;

3. general real estate taxes and any special assessments or other taxes;

4. all easements, encroachments, covenants and restrictions of record and not shown of record that will not adversely affect the use and insurability of the Property for the development of the Project;

5. such other title defects as may exist that will not adversely affect the use and insurability of the Property for the development of the Project; and

6. any and all exceptions caused by the acts of the Developer or its agents.

B. Recording Costs.

The Developer shall pay to record the Deed, this Agreement, and any other documents incident to the conveyance of the Property to the Developer.

C. Escrow.

If the Developer requires conveyance through escrow, the Developer shall pay all escrow fees.

Section 6.

Title, Survey And Real Estate Taxes.

6.1 Title Commitment And Insurance.

Not less than thirty (30) days before the anticipated Closing Date, the Developer shall order a current title commitment issued by Chicago Title Insurance Company (the "Title Company"). The Developer shall pay the cost of, and shall be responsible for, obtaining on the Closing Date, any title insurance, extended coverage and any endorsements it deems necessary. The City agrees to provide the Title Company with a completed ALTA owner's statement, and other transfer documents typically required by the Title Company and typically provided by the City (but expressly excluding, however, and "gap" undertakings, title indemnities and similar liabilities) at or prior to the Closing.

6.2. Survey.

The Developer will be responsible for obtaining, at Developer's expense, a survey for the Property.

6.3 Real Estate Taxes.

The City shall use reasonable efforts to obtain the waiver of any delinquent real estate tax liens on the Property prior to the Closing Date. If the City is unable to obtain the waiver of any such tax liens, either party may terminate this Agreement. If the City is unable to obtain the waiver of such taxes and the Developer elects to close, the Developer shall assume the responsibility for any such delinquent real estate taxes. The Developer shall also be responsible for all taxes accruing after the Closing. Until a Certificate of Completion (as described in Section 13) is issued by the City, the Developer shall notify the City the real estate taxes have been paid in full within ten (10) days of such payment.

Section 7.

Building Permits And Other Governmental Approvals.

The Developer shall apply for all necessary building permits and other required

permits approvals no later than March 31, 2008, shall pursue such permits and approvals in good faith and with all due diligence, and shall provide evidence that all such permits have been applied for prior to the Closing.

Section 8.

Project Budget And Proof Of Financing.

The total project budget is currently estimated to be Seven Million Two Hundred Thirty-one Thousand Five Hundred Fifty-two Dollars ($7,231,552) (the "Preliminary Project Budget"). Not less than fourteen (14) days prior to the Closing Date, the Developer shall submit to D.P.D. for approval a final project budget materially consistent with preliminary project budget ("Budget") and evidence of funds adequate to finance the purchase of the Property and construct the Project ("Proof of Financing"). The Proof of Financing shall include a binding commitment for the _____ Loan, and evidence of the Developer's ability to make an equity contribution in the amount of One Million Four Hundred Forty-six Thousand Three Hundred Ten Dollars ($1,446,310).

Section 9.

Conditions To The City's Obligation To Close.

The obligations of the City under this Agreement are contingent upon each of the following:

9.1 Final Governmental Approvals.

At least seven (7) days prior to the Closing Date, the Developer shall have delivered the City evidence of an application for all building permits and other final governmental approvals, including but not limited to all requisite zoning approvals, necessary to construct the Project; provided, however, the Developer is not required to deliver building permits for structures for self-certification.

9.2 Budget And Proof Of Financing.

At least seven (7) days prior to the Closing Date, the City shall have approved the Developer's Budget and Proof of Financing.

9.3 Simultaneous Loan Closing.

On the Closing Date, the Developer shall simultaneously close the _____ Loan and be in a position to immediately commence construction of the Project within the time frame set forth in Section 12 herein.

9.4 Insurance.

At least seven (7) days prior to the Closing Date, the Developer shall provide evidence of insurance reasonably acceptable to the City prior to the Closing Date. The City shall be named as an additional insured on any liability insurance policies and as a loss payee (subject to the prior rights of any first mortgagee) on any property insurance policies from the Closing Date through five (5) years from the date of Closing. With respect to property insurance, the City will accept an ACORD 28 form. With respect to liability insurance, the City will accept an ACORD 25 form, together with a copy of the endorsement that is added to the Developer's policy showing the City as an additional insured.

9.5 Legal Opinion.

At least seven (7) days prior to the Closing Date, the Developer shall have delivered to the City a legal opinion in a form reasonably acceptable to the City.

9.6 Due Diligence.

At least seven (7) days prior to the Closing Date, the Developer shall have delivered to the City due diligence searches in its name (UCC, State and federal tax lien, pending litigation and judgments in Cook County and the United States District Court for the Northern District of Illinois, and bankruptcy) showing no unacceptable liens, litigation, judgments or filings, as reasonably determined by the City's Corporation Counsel.

9.7 Organization And Authority Documents.

At least seven (7) days prior to the Closing Date, the Developer shall have delivered to the City the certified articles of incorporation, including all amendments thereto, of the Developer, as furnished and certified by the Secretary of State of the State of Illinois; resolutions authorizing the Developer to execute and deliver this Agreement and any other documents required to complete the transaction contemplated by this Agreement and to perform its obligations under

this Agreement; a Certificate of Good Standing dated no more than thirty (30) days prior to the Closing Date, issued by the Office of the Secretary of State of the State of Illinois, as to the good standing of the Developer, and such other corporate authority and organizational documents as the City may reasonably request.

9.8 Subordination Agreement.

Prior to recording any mortgage approved pursuant to Section 9.2, the Developer shall deliver to the City a subordination agreement substantially in the City's standard form (the "Subordination Agreement").

9.9 M.B.E./W.B.E. And Local Hiring Compliance Plan.

At least fourteen (14) days prior to the Closing Date, the Developer and the Developer's general contractor and all major subcontractors shall meet with staff from the Department of Housing ("D.O.H.") monitoring section regarding compliance with the M.B.E./W.B.E. and local hiring requirements set forth in this Agreement pursuant to Section 23, and at least seven (7) days prior to the Closing Date, the City shall have approved the Developer's compliance plan in accordance with Section 23.

9.10 Representation And Warranties.

On the Closing Date, each of the representations and warranties of the Developer in Section 24 and elsewhere in this Agreement shall be true and correct.

9.11 Other Obligations.

On the Closing Date, the Developer shall have performed all of the other obligations required to be performed by the Developer under this Agreement as and when required under this Agreement.

If any of the conditions in this Section 9 have not been satisfied to the City's reasonable satisfaction within the time period provided for herein, the City may, at its option, terminate this Agreement by delivery of written notice to the Developer at any time after the expiration of the applicable time period, in which event this Agreement shall be null and void and, except as otherwise specifically provided, neither party shall have any further right, duty or obligation hereunder. Any forbearance by the City in exercising its right to terminate this Agreement upon a default hereunder shall not be construed as a waiver of such right.

Section 10.

Site Plans And Architectural Drawings.

10.1 Site Plans.

The Developer agrees to construct the Project on the Property in accordance with the Site Plans and Architectural Drawings prepared by Cornerstone Architects Ltd. dated May 4, 2005, Number 01155, which have been approved by D.P.D. as of the date hereof and which are incorporated herein by reference ("Drawings"). No material deviation from the Drawings, including, without limitation, of any material change to the size of the square footage of the Project, may be made without the prior written approval of D.P.D.

10.2 Relocation Of Utilities, Curb Cuts And Driveways.

To the extent necessary to complete the Project, the Developer shall be solely responsible for and shall pay all costs in regard to: (a) the relocation, installation or construction of public or private utilities, curb cuts and driveways; (b) the repair or reconstruction of any curbs, vaults, sidewalks or parkways required in connection with the Developer's redevelopment; (c) the removal of existing pipes, utility equipment or building foundations; and (d) the termination of existing water or other services. Any streetscaping, including any paving of sidewalks, landscaping and lighting provided by the Developer, as part of the Project must be approved by the City.

10.3 Inspection By The City.

For the period commencing on the Closing Date and continuing through the date the City issues a Certificate of Completion, any duly authorized representative of the City shall have access to the Property at all reasonable times for the purpose of determining whether the Developer is constructing the Project in accordance with the terms of this Agreement and all applicable federal, state and local statutes, laws, ordinances, codes, rules, regulations, orders and judgments, including, without limitation, Sections 7-28 and 11-4 of the Municipal Code of Chicago relating to waste disposal (collectively, "Laws").

10.4 Barricades And Signs.

The Developer agrees to erect such signs as the City may reasonably require identifying the Property as a City redevelopment project. The Developer may erect

signs of its own incorporating such approved identification information upon the execution of this Agreement, prior to Closing. Prior to the commencement of any construction activity requiring barricades, the Developer shall install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state or City Laws, ordinances and regulations. The City shall have the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades, which approval shall not be unreasonably withheld or delayed.

Section 11.

Limited Applicability.

D.P.D.'s approval of the Drawings are for the purposes of this Agreement only and do not constitute the approval required by the City's Department of Construction and Permits ("D.C.A.P.") or any other City department; nor does the approval by D.P.D. pursuant to this Agreement constitute an approval of the quality, structural soundness or the safety of any improvements located or to be located on the Property. The approval given by D.P.D. shall be only for the benefit of the Developer and any lienholder authorized by this Agreement.

Section 12.

Commencement And Completion Of Project.

The conveyance of the Property to the Developer shall not occur unless and until the Developer is prepared to commence construction of the Project no later than August 31, 2008. In no instance shall (a) the Closing Date occur later than the dates set forth in Section 4.D. herein, (b) construction commence later than six (6) months after the respective Closing Date, or (c) construction be completed later than twelve (12) months after the Closing Date. D.P.D. may, in its sole discretion, extend the dates in (b) and (c) by up to six (6) months each (i.e. twelve (12) months, in aggregate) by issuing a written extension letter. The Project shall be constructed substantially in accordance with the Drawings and in accordance with all applicable laws, regulations and codes.

Section 13.

Certificate Of Completion.

Upon the completion of the Project in accordance with this Agreement, the

Developer shall request from the City a Certificate of Completion ("Certificate") in recordable form. Recordation of such Certificate shall constitute a conclusive determination of satisfaction and termination of certain of the covenants in this Agreement and the Deed solely with respect to the obligations of the Developer to construct the Project. Within thirty (30) days after receipt of a written request by the Developer for a Certificate, the City shall provide the Developer with either the Certificate or a written statement indicating in adequate detail how the Developer has failed to complete the Project in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary, in the sole opinion of the City, for the Developer to take or perform in order to obtain the If the City requires additional measures or acts to assure compliance, the Developer shall resubmit a written request for the Certificate upon compliance with the City's response.

Section 14.

Restrictions On Use.

The Developer agrees that:

14.1

It shall devote the Property or any part thereof to a use that complies with the Redevelopment Plan until the Redevelopment Plan expires.

14.2

It shall create and retain a minimum of eighty-three (83) full-time equivalent jobs (each such full-time equivalent job is hereby defined as thirty-five (35) hours of employment per week with full benefits ("Employment Units") at the Property within twenty-four (24) months of occupying the Project, subject to a reasonable change at the discretion of the Commissioner of D.P.D. if it is a project that is supported by D.P.D. and the local Alderman.

14.3

The City reserves the right to approve, within a reasonable time, future uses, occupancy and tenants (the "Future Uses, Occupancy and Tenants") in the Property and improvements thereon for twenty-four (24) months after the Project is completed. D.P.D. in its sole discretion may extend this approval right for a maximum additional twelve (12) consecutive months. The prohibited Future Uses, Occupancy and Tenants include, but are not limited to, non-industrial uses, junk/salvage yard, waste-Related use, Class II and III recycling facilities, container storage, non-accessory parking, shelter or boarding kennels, wireless

communication facilities, vehicle sales and service, gas station, signs, advertising (billboards), temporary or transitional shelter, outdoor storage of raw materials as principle use, or any other Future Uses, Occupancy and Tenants D.P.D., in its sole discretion, determines is prohibited.

14.4

The Developer further agrees that the City reserves the right to record a Deed of Reconveyance and revest title to the Property and improvements thereon in the City in the event the Developer: (a) does not create and retain the required number of jobs by the date that is twenty-four (24) months from the date of occupying the Property; or (b) fails to acquire D.P.D.'s approval of any/all Future Uses, Occupancy and Tenants of the Property and improvements thereon; or (c) fails to acquire D.P.D.'s written consent to any/all transfers of Property for five (5) years from the Closing date, as set forth in Section 15.

14.5

The Developer shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the sale, lease, rental, use or occupancy of the Property or any part thereof.

Section 15.

Prohibition Against Transfer Of Property.

The Developer may not, for five (5) years from the date of Closing, without the prior written consent of D.P.D., which consent shall be in D.P.D.'s sole discretion: (a) directly or indirectly sell or convey the Property or any part thereof or any interest therein, or the Developer's controlling interests therein; or (b) directly or indirectly assign this Agreement. The City reserves the right to record a Deed of Reconveyance and revest title to the Property and improvements thereon in the City if the Developer fails to acquire D.P.D.'s written consent of any/all transfers of Property as set forth herein. In the event of a proposed sale, the City shall be provided copies of any and all sales contracts, legal descriptions, descriptions of intended use, certifications from the proposed buyer regarding this Agreement and such other information as the City may reasonably request. The proposed buyer must be qualified to do business with the City (including but not limited to anti-scofflaw requirement). Notwithstanding the foregoing, the Developer shall be

permitted to encumber the Property in accordance with the terms of Section 16 hereof.

Section 16.

Limitation Upon Encumbrance Of Property.

Prior to the issuance of the Certificate, the Developer shall not, without D.P.D.'s prior written consent, which shall be in D.P.D.'s sole discretion, engage in any financing or other transaction which creates an encumbrance or lien on the Property, except for the purposes of obtaining (i) funds necessary to acquire the Property; (ii) funds necessary to construct the Project in accordance with the initial construction financing approved by D.P.D. pursuant to Section 8; and (iii) after construction, funds necessary to own, maintain and operate Property in accordance with the requirements of this Agreement.

Section 17.

Mortgagees Not Obligated To Construct.

Notwithstanding any other provision of this Agreement or of the Deed, the holder of any mortgage authorized by this Agreement (or any affiliate of such holder) shall not itself be obligated to construct or complete the Project, or to guarantee such construction or completion, but shall be bound by the other covenants running with the land specified in Section 18 and, at Closing, shall execute a Subordination Agreement (as defined in Section 9.8). If any such mortgage or its affiliate succeeds to the Developer's interest in the Property prior to the issuance of the Certificate of Completion, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the Property to another party, such transferee shall be obligated to complete the Project, and shall also be bound by the other covenants running with the land specified in Section 18.

Section 18.

Covenants Running With The Land.

The parties agree, and the Deed shall so expressly provide, that the covenants provided in Section 12 (Commencement and Completion of Project), Section 14

(Restrictions on Use), Section 15 (Prohibition Against Sale or Transfer of Property) and Section 16 (Limitation Upon Encumbrance of Property) will be covenants running with the land, binding on the Developer and its successors and assigns (subject to the limitation set forth in Section 17 above as to any permitted mortgagee) to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City. The covenants provided in Section 12 and Section 16 shall terminate upon the issuance of the Certificate of Completion. The covenants contained in Section 14.1 shall terminate on the date the Redevelopment Plan expires. The covenants contained in Sections 14.2 and 14.4(a) shall terminate twenty-four (24) months after the Project is completed. The covenants contained in Sections 14.3 and 14.4(b) shall terminate twenty-four (24) months after the Project is completed, unless extended by D.P.D. in its sole discretion. In such case, the covenants shall terminate at the end of the extended period. The covenants provided in Sections 14.4(c) and 15 shall terminate five (5) years from the date of Closing.

Section 19.

Performance And Breach.

A. Time Of The Essence.

Time is of the essence in the Developer's performance of its obligations under this Agreement.

B. Permitted Delays.

The Developer shall not be considered in breach of its obligations under this Agreement in the event of a delay due to unforeseeable causes beyond the Developer's control and without the Developer's fault or negligence, including but not limited to, acts of God, acts of the public enemy, acts of the United States government, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and unusually severe weather or delays of subcontractors due to such causes. The time for the performance of the obligations shall be extended only for the period of the delay and only if the Developer requests it in writing of the City within twenty (20) days after the beginning of any such delay.

C. Breach.

1. Generally. Subject to Section 19.B, if the Developer defaults in performing its obligations under this Agreement and the City shall deliver written notice of such

default, the Developer shall have a sixty (60) day cure period to remedy such default, from the City's delivery of such notice. Solely as it pertains to the creation of the required eighty-three (83) jobs, as set forth in Section 14.2 herein, the Developer shall have a one hundred twenty (120) day cure period to remedy a default pertaining to the creation of such eighty-three (83) jobs. If the default is not capable of being cured within the sixty (60) day or one hundred twenty (120) day period respectively as set forth herein, then provided the Developer has commenced to cure the default and is diligently proceeding to cure the default within the sixty (60) day period, and thereafter diligently prosecutes such cure through to completion, then the sixty (60) day period shall be extended for the length of time that is reasonably necessary to cure the default. If the default is not cured in the time period provided for herein, the City may institute such proceedings at law or in equity as may be necessary or desirable to cure and remedy the default, including but not limited to, proceedings to compel specific performance.

No notice or cure period shall apply to a failure to close the respective dates as set forth in Section 4 herein. Unless the failure to close is due to circumstances described in Section 19.B above or caused by a breach by the City under the terms of this Agreement, such failure shall constitute an immediate "Event of Default". Failure to close by such Closing Date shall entitle the City to terminate this Agreement. The Developer may request from D.P.D. a written confirmation that a default has been cured.

2. Event Of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" after written notice from the City (if required) and the applicable cure or grace period (if any):

a. the Developer fails to perform any obligation of Developer under this Agreement; which default is not cured pursuant to Section 19.C.1; or

b. the Developer makes or furnishes a warranty, representation, statement or certification to the City (whether in this Agreement, an Economic Disclosure Form, or another document) which is not true and correct, which default is not cured pursuant to Section 19.C.1;

c. a petition is filed by or against the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereinafter existing, which is not vacated, stayed or set aside within thirty (30) days after filing; or

d. except as excused by Section 19.B above, the Developer abandons or substantially suspends the construction work (no notice or cure period shall apply); or

e. developer fails to timely pay real estate taxes or assessments affecting the Property or suffers or permits any levy or attachment, material suppliers' or mechanics' lien, or any other lien or encumbrance unauthorized by this Agreement

to attach to the Property, which default is not cured pursuant to Section 19.C.1; or

f. the Developer makes an assignment, pledge, unpermitted financing, encumbrance, transfer or other disposition in violation of this Agreement (no notice or cure period shall apply); or

g. the Developer's financial condition, operations adversely changes to such an extent that would materially affect the Developer's ability to complete the Project which default is not cured pursuant to Section 19.C.1; or

h. the Developer fails to comply with the terms of any other written agreement entered into with the City with respect to the Project, which default is not cured pursuant to Section 19.C.1; or

i. failure to close by the respective dates as set forth in Section 4 herein (no notice shall apply), except as excused by Section 19.B above; or

j. the Developer fails to create and retain a minimum of eighty-three (83) full-time equivalent jobs at the Property within twenty-four (24) months of occupying the Project; or

k. the Developer fails to acquire D.P.D.'s approval of any/all future uses, occupancy, and tenants of the Property and improvements thereon for a period of twenty-four (24) months from the date of occupancy of the Property, unless such period is extended by D.P.D. in its sole discretion, as set forth in Section 14.3 herein (no notice or cure period shall apply); or

l. The Developer fails to acquire D.P.D.'s prior written consent to any/all transfers of Property and the improvements thereon for a period of five (5) years from Closing (no notice or cure shall apply).

3. Prior To Conveyance. Prior to Closing, if an Event of Default occurs and is continuing, the City may terminate this Agreement.

4. After Conveyance. After Closing, if an Event of Default occurs and is continuing, the City, may exercise any and all remedies available to the City at law or in equity, including but not limited to, the right to record the Deed of Reconveyance, the right to re-enter and take possession of the Property, terminate the estate conveyed to the Developer, and revest title to the Property in the City; provided, however, that the revesting of title in the City shall be limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement.

5. Resale Of The Property. Upon the revesting in the City of title to the Property as provided in Section 19.C.4 the City shall employ its best efforts to convey the

Property (subject to any first mortgage lien permitted under this Section) to a qualified and financially responsible party (as solely determined by the City) who shall assume the obligation of completing the construction of the Project or such other improvements as shall be satisfactory to the City and complying with the covenants that run with the land, as specified in Section 18.

6. Disposition Of Resale Proceeds. If the City sells the Property, the net proceeds from the sale shall be utilized to reimburse the City for:

a. unreimbursed costs and expenses incurred by the City in connection with the Property, including but not limited to, salaries of personnel in connection with the recapture, management and resale of the Property;

b. all unpaid taxes, assessments, and water and sewer charges assessed against the Property;

c. any payments made (including reasonable attorneys' fees) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer;

d. any expenditures made or obligations incurred with respect to construction or maintenance of the Project;

e. the fair market value of the land comprising the Property (without any Project or partially constructed Project thereon) as of such sale;

f. any other amounts owed to the City by the Developer.

The Developer shall be entitled to receive any remaining proceeds up to the amount of the Developer's equity investment in the Property.

D. Breach Of Obligations To Achieve Eighty-Three Full Time Jobs At Property.

The parties acknowledge and agree that in the event that the Developer fails to achieve the employment obligations of eighty-three (83) full time jobs, or a lesser number of jobs as determined at the discretion of the Commissioner of D.P.D., if it is a project that is supported by D.P.D. and the local Alderman, set forth in this Agreement, then it shall pay a Twenty Thousand and no/100 Dollars ($20,000.00) per job penalty, to be paid with immediately available funds to the City. Failure to comply with these requirements shall be an event of default of the Developer's obligations under this Agreement.

E. Waiver And Estoppel.

Any delay by the City 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 the City of or limit such rights in any way. No waiver made by the City with respect to any specific default by the Developer shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of the Developer.

Section 20.

Conflict Of Interest; City's And Developer's Representatives Not Individually Liable.

The Developer warrants that no agent, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement or the Property, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any entity or association in which he or she is directly or indirectly interested. No agent, official or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligation under the terms of this Agreement. It is expressly understood and agreed to by and between the parties hereto, anything herein to the contrary notwithstanding, that no individual member of the Developer, its officers, members of its board of directors, officials, agents, representatives or employees shall be personally liable for any of the Developer's obligations or any undertaking or covenant of the Developer contained in this Agreement.

Section 21.

Indemnification.

The Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with: (i) an Event of Default that has occurred; (ii) the failure of the Developer or any contractor to pay contractors, subcontractors or material suppliers in connection with the

construction of the Project; (iii) the failure of the Developer to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto; and (iv) any actions, including but not limited to, conducting environmental tests on the Property as set forth in Section 22 herein, resulting from any activity undertaken by the Developer on the Property prior to or after the conveyance of said Property to the Developer by the City. This indemnification shall survive any termination of this Agreement.

Section 22.

Environmental Matters.

The City makes no covenant, representation or warranty as to the environmental condition of the Property or the suitability of the Property for any purpose whatsoever, and the Developer agrees to accept the Property "as is". The City agrees to be responsible for limited incremental costs, capped at Six Hundred Fifty Thousand Dollars ($650,000), associated with the environmental condition of the Property, as more fully described on (Sub)Exhibit C.

It shall be the responsibility of the Developer, at its sole cost and expense, to investigate and determine the soil and environmental condition of the Property. Prior to the Closing, the Developer shall have the right to request a thirty (30) day right-of-entry for the purpose of conducting environmental tests on the Property. If such a request is made, the City shall grant the Developer a right-of-entry for such purpose. The granting of the right-of-entry, however, shall be contingent upon the Developer obtaining all necessary permits and the following types and amounts of insurance: a) commercial general liability insurance with a combined single limit of not less than Two Million and no/100 Dollars ($2,000,000.00) per occurrence for bodily injury, personal injury and property damage liability with the City named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the environmental testing on the Property; b) automobile liability insurance with limits of not less than Two Million and no/100 Dollars ($2,000,000.00) per occurrence, combined single limit for bodily injury and property damage; and c) worker's compensation and occupational disease insurance in statutory amounts covering all employees and agents who are to do any work on the Property. All insurance policies shall be from insurance companies authorized to do business in the State of Illinois, and shall remain in effect until completion of all activity on the Property. The City shall be named as an additional insured on all policies. The Developer shall deliver duplicate policies or certificates of insurance to the City prior to commencing any activity on the Property. The Developer expressly understands and agrees that any coverage and limits furnished by the Developer shall in no way limit the Developer's liabilities and responsibilities set forth in this Agreement.

The Developer agrees to carefully inspect the Property prior to the commencement of any activity on the Property to make sure that such activity shall not damage surrounding property, structures, utility lines or any subsurface lines or cables. The Developer shall be solely responsible for the safety and protection of the public. The City reserves the right to inspect any work being done on the Property. The Developer's activities on the Property shall be limited to those reasonably necessary to perform the environmental testing. Upon completion of the work, the Developer agrees to restore the Property to its original condition. The Developer shall keep the Property free from any and all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for the Developer, and agrees to indemnify and hold the City harmless against any such liens.

The Developer agrees to deliver to the City a copy of each report prepared by or for the Developer regarding the environmental condition of the Property. If prior to the Closing, the Developer's environmental consultant determines that contamination exists on the Property to such an extent that the parties agree that the estimated cost of remediation (such estimated cost being determined by the consultant) is too excessive for the Developer, the Developer may declare this Agreement null and void by giving written notice thereof to the City. The Developer agrees that a request to terminate this Agreement shall not be made until the City has reviewed all reports concerning the condition of the Property.

If after the Closing, the environmental condition of the Property is not in all respects entirely suitable for the use to which the Property is to be utilized, it shall be the sole responsibility and obligation of the Developer to take such action as is necessary to put the Property in a condition which is suitable for the intended use of the Property. The Developer agrees to waive, release and indemnify the City from any claims and liabilities relating to or arising from the environmental condition of the Property (including, without limitation, claims arising under CERCLA) and to undertake and discharge all liabilities of the City arising from any environmental condition which existed on the Property prior to the Closing.

Section 23.

Developer's Employment Obligations.

A. Employment Opportunity.

The Developer agrees, and shall contractually obligate its various contractors, subcontractors and any affiliate of the Developer operating on the Property (collectively, the "Employers" and individually, an "Employer") to agree that with respect to the provision of services in connection with the construction of the Project or occupation of the Property during the construction period:

(i) Neither the Developer nor any Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Section 2-160-010, et seq. of the Municipal Code of Chicago, as amended from time to time (the "Human Rights Ordinance").

The Developer and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a nondiscriminatory manner with regard to all job-related matters, including, without limitation: 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. The Developer and each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Developer and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(ii) To the greatest extent feasible, the Developer and each Employer shall present opportunities for training and employment of low- and moderate-income residents of the City, and provide that contracts for work in connection with the construction of the Project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the City.

(iii) The Developer and each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, without limitation, the Human Rights Ordinance, and the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(iv) The Developer, in order to demonstrate compliance with the terms of this section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(v) The Developer and each Employer shall include the foregoing provisions of subparagraphs (i) through (iv) in every contract entered into in connection with the construction of the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or affiliate, as the case may be.

(vi) Failure to comply with the employment obligations described in this Section 23 shall be a basis for the City to pursue remedies under the provisions of Section 19.

B. City Resident Employment Requirement.

The Developer agrees, and shall contractually obligate each Employer to agree, that during the construction of the Project, it and they shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 3-92-330 of the Municipal Code of Chicago (at least fifty percent (50%) of the total worker hours worked by persons on the construction of the Project shall be performed by actual residents of the City of Chicago); provided, however, that in addition to complying with this percentage, the Developer and each Employer shall be required to make good faith efforts to utilize qualified residents of the City of Chicago in both unskilled and skilled labor positions.

The Developer and the Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Purchasing Agent of the City of Chicago.

"Actual residents of the City of Chicago" shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

The Developer and the Employers shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the construction of the Project. The Developer and the Employers shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Weekly certified payroll reports (United States Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of the City of Chicago Department of Housing ("D.O.H.") in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the company hired the employee should be written in after the employee's name.

The Developer and the Employers shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of D.O.H., the Superintendent of the Chicago Police Department, the Inspector General, or any duly authorized representative thereof. The Developer and the Employers shall maintain all relevant personnel data and records for a period of at least three (3) years from and after the issuance of the Certificate of Completion.

At the direction of D.O.H. the Developer and the Employers shall provide affidavits and other supporting documentation to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the Developer and the Employers to provide work for actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer) shall not suffice to replace the actual, verified achievement of the requirements of this section concerning the worker hours performed by actual Chicago residents.

If the City determines that the Developer or an Employer failed to ensure the fulfillment of the requirements of this section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this section. If such noncompliance is not remedied in accordance with the breach and cure provisions of Section 19.C, the parties agree that one-twentieth of one percent (.05%) of the aggregate hard construction costs set forth in the Budget shall be surrendered by the Developer and for the Employer's to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer and/or the other Employers or employees to prosecution.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246", or other affirmative action required for equal opportunity under the provisions of this Agreement.

The Developer shall cause or require the provisions of this Section 23.B to be included in all construction contracts and subcontracts related to the construction of the Project.

C. Developer's M.B.E./W.B.E. Commitment.

The developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate general contractor to agree that during the construction of the Project:

(i) Consistent with the findings which support, as applicable, (a) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420, et seq., Municipal Code of Chicago (the "Procurement Program"), and (b) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650, et seq., Municipal Code of Chicago (the "Construction Program", and collectively with the Procurement Program, the "M.B.E./W.B.E. Program"), and in reliance upon the provisions of the M.B.E./W.B.E. Program to the extent contained in, and as qualified by, the provisions of this Section 23.C, during the course of the Project, the following percentages of the M.B.E./W.B.E. Budget (as set forth in Exhibit D hereto shall be expended for contract participation by minority-owned businesses ("M.B.E.s") and by women-owned businesses ("W.B.E.s"):

(1) at least twenty-four percent (24%) by M.B.E.s; and

(2) at least four percent (4%) by W.B.E.s.

(ii) For purposes of this Section 23.C only:

(a) The Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.

(b) The term "minority-owned business" or "M.B.E." shall mean a business identified in the *Directory of Certified Minority Business Enterprises* published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(c) The term "women-owned business" or "W.B.E." shall mean a business identified in the *Directory of Certified Women Business Enterprises* published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(iii) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer's M.B.E./W.B.E. commitment may be achieved in part by the Developer's status as an M.B.E. or W.B.E. (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more or W.B.E.s (but only to the extent of the lesser of (a) the M.B.E. or W.B.E. participation in such joint venture, or (b) the amount of any actual work performed on the Project by the M.B.E. or W.B.E.); by the Developer utilizing an M.B.E. or a W.B.E. as the general contractor (but only to the extent of any actual work performed on the Project by the general contractor); by subcontracting or causing the general contractor to subcontract a portion of the construction of the Project to one or more M.B.E.s or W.B.E.s; by the purchase of materials or services used in the construction of the Project from one or more M.B.E.s or W.B.E.s; or by any combination of the foregoing. Those entities which constitute both an M.B.E. and a W.B.E. shall not be credited more than once with regard to the Developer's M.B.E./W.B.E. commitment as described in this Section 23.C. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any M.B.E. or W.B.E. general contractor or subcontractor without the prior written approval of D.P.D.

(iv) The Developer shall deliver quarterly reports to the City's monitoring staff during the Project describing its efforts to achieve compliance with this M.B.E./W.B.E. commitment. Such reports shall include, inter alia, the name and business address of each M.B.E. and W.B.E. solicited by the Developer or the general contractor to work on the Project, and the responses received from such solicitation, the name and business address of each M.B.E. or W.B.E. actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining the Developer's compliance with this M.B.E./W.B.E. commitment. The Developer shall maintain records of all relevant data with respect to the utilization of M.B.E.s and W.B.E.s in connection with the Project for at least five (5) years after completion of the Project, and the City's monitoring staff shall have access to all such records

maintained by the Developer, on five (5) business days notice, to allow the City to review the Developer's compliance with its commitment to M.B.E./W.B.E. participation and the status of any M.B.E. or W.B.E. performing any portion of the Project.

(v) Upon the disqualification of any M.B.E. or W.B.E. general contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified general contractor or subcontractor, and, if possible, identify and engage a qualified M.B.E. or W.B.E. as a replacement. For purposes of this subsection (v), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.

(vi) Any reduction or waiver of the Developer's M.B.E./W.B.E. commitment as described in this Section 23.C shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

(vii) Prior to the commencement of the Project, the Developer shall meet with the City's monitoring staff with regard to the Developer's compliance with its obligations under this Section 23.C. The general contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 23.C, the sufficiency of which shall be approved by the City's monitoring staff. During the Project, the Developer shall submit the documentation required by this Section 23.C to the City's monitoring staff, including the following: (a) M.B.E./W.B.E. utilization plan and record; (b) subcontractor's activity report; (c) contractor's certification concerning labor standards and prevailing wage requirements; (d) contractor letter of understanding; (e) monthly utilization report; (f) authorization for payroll agent; (g) certified payroll; (h) evidence that M.B.E./W.B.E. contractor associations have been informed of the Project via written notice and hearings; and (i) evidence of compliance with job creation requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 23.C, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further payment of any city funds to the Developer or the general contractor, or (3) seek any other remedies against the Developer available at law or in equity.

Section 24.

Representations And Warranties.

24.1 Representations And Warranties Of Developer.

To induce the City to execute this Agreement and perform its obligations hereunder, the Developer hereby represents and warrants to the City that as of the date of this Agreement and as of the Closing Date the following shall be true and correct in all respects:

(a) The Developer is an Illinois limited liability company duly organized, validly existing and in good standing under the laws of the State of Illinois with full power and authority to acquire, own and redevelop the Property, and the person signing this Agreement on behalf of the Developer has the authority to do so.

(b) All certifications and statements contained in the Economic Disclosure Statement last submitted to the City by the Developer (and any legal entity holding an interest in the Developer) are true, accurate and complete.

(c) The Developer's execution, delivery and performance of this Agreement and all instruments and agreements contemplated hereby will not, upon the giving of notice or lapse of time, or both, result in a breach or violation of, or constitute a default under, any other agreement to which the Developer, or any party affiliated with the Developer, is a party or by which the Developer or the Property is bound.

(d) To the best of the Developer's knowledge, no action, litigation, investigation or proceeding of any kind is pending or threatened against the Developer, or any party affiliated with the Developer, and the Developer knows of no facts which could give rise to any such action, litigation, investigation or proceeding, which could: (i) affect the ability of the Developer to perform its obligations hereunder; or (ii) materially affect the operation or financial condition of the Developer.

(e) To the best of the Developer's knowledge, the Project will not violate: (i) any Laws, including, without limitation, any zoning and building codes and environmental regulations; or (ii) any building permit, restriction of record or other agreement affecting the Property.

24.2 Representations And Warranties Of The City.

To induce the Developer to execute this Agreement and perform its obligations hereunder, the City hereby represents and warrants to the Developer that the City

has authority under its home rule powers to execute and deliver this Agreement and perform the terms and obligations contained herein.

24.3 Survival Of Representations And Warranties.

Each of the parties agrees that all of its representations and warranties set forth in this Section 24 or elsewhere in this Agreement are true as of the date of this Agreement and will be true in all material respects at all times thereafter, except with respect to matters which have been disclosed in writing and approved by the other party.

Section 25.

Provisions Not Merged With Deed.

The provisions of this Agreement shall not be merged with the Deed, and the delivery of the Deed shall not be deemed to affect or impair the provisions of this Agreement.

Section 26.

Headings.

The headings of the various sections of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions thereof.

Section 27.

Entire Agreement.

This Agreement constitutes the entire agreement between the parties and supersedes and replaces completely any prior agreements between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

Section 28.

Severability.

If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

Section 29.

Notices.

Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram or telecopy, provided that there is written confirmation of such communications; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested:

If To The City:

City of Chicago
Department of Planning and Development
121 North LaSalle Street
Room 1000 -- City Hall
Chicago, Illinois 60602

with a copy to:

City of Chicago
Department of Law
30 North LaSalle Street
Suite 1610
Chicago, Illinois 60602
Attention: Real Estate Division

If To The Developer:

Stockyards Business Center, L.L.C.
9550 West Higgins Road
Suite 200
Rosemont, Illinois 60018
Attention: James McShane

with a copy to:

Neal & Leroy
203 North LaSalle Street
Suite 2300
Chicago, Illinois 60601
Attention: Langdon Neal

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deem received upon such personal service or upon dispatch by electronic means, respectively, provided that such electronic dispatch is confirmed as having occurred prior to 5:00 P.M. on a business day. If such dispatch occurred after 5:00 P.M. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) business days after mailing. The parties, by notice given here-under, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

Section 30.

Organization And Authority.

The Developer represents and warrants that it is duly organized and validly existing under the laws of the State of Illinois, with full power and authority to acquire, own and redevelop the Property, and that the person signing this Agreement on behalf of the Developer has the authority to do so.

Section 31.

Successors And Assigns.

Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall apply to and bind the successors and assigns of the parties.

Section 32.

Termination.

In the event that the Closing has not occurred by the each of the Closing Dates defined herein, then the City may terminate this Agreement upon written notice to the Developer.

Section 33.

Recordation Of Agreement.

Either party may record this Agreement at the Office of the Cook County Recorder of Deeds. The party so choosing to record this Agreement shall pay the recording fees.

Section 34.

Consent And Approval.

Except where otherwise specified, whenever the consent or approval of the City is required hereunder, such consent or approval shall not be unreasonably withheld or delayed.

Section 35.

Other Acts.

The parties agree to perform such other acts and to execute, acknowledge and deliver such other instruments, documents and materials as may be reasonably necessary to consummate the transactions contemplated by this Agreement.

Section 36.

Business Relationships.

The Developer acknowledges (A) receipt of a copy of Section 2-156-030(b) of the Municipal Code of Chicago, (B) that it has read such provision and understands that pursuant to such Section 2-156-030(b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030(b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that no violation of Section 2-156-030(b) has occurred with respect to this Agreement or the transactions contemplated hereby.

Section 37.

Patriot Act Certification.

The Developer represents and warrants that neither the Developer nor any Affiliate thereof (as defined in the next paragraph) is listed on any of the following lists maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, the Bureau of Industry and Security of the United States Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to the Developer that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Developer, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

Section 38.

Prohibition On Certain Contributions -- Mayoral Executive Order Number 05-1.

Developer agrees that Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in Developer of more than seven and five-tenths percent (7.5%) ("Owners"), spouses and domestic partners of such Owners, Developer's contractors (i.e., any person or entity in direct contractual privity with Developer regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than seven and five-tenths percent (7.5%) ("Subowners") and spouses and domestic partners of such Subowners (Developer and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fund-raising committee (i) after execution of this Agreement by Developer, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Developer and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Developer represents and warrants that from the later to occur of (a) February 10, 2005, and (b) the date the City approached the Developer or the date the Developer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fund-raising committee.

Developer agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fund-raising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fund-raising committee; or (c) Bundle or solicit others to bundle contributions to the Mayor or to his political fund-raising committee.

Developer agrees that the Identified Parties must not engage in any conduct whatsover designed to intentionally violate this provision or Mayoral Executive Order Number 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order Number 05-1.

Developer agrees that a violation of, noncompliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order Number 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including without

limitation termination for default) under this Agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Developer intentionally violates this provision or Mayoral Executive Order Number 05-1 prior to the closing of this Agreement, the City may elect to decline to close the transaction contemplated by this Agreement.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source, which is then delivered by one person to the Mayor or to his political fund-raising committee.

"Other Contract" means any other agreement with the City of Chicago to which Developer is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council of the City of Chicago.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

(A) they are each other's sole domestic partner, responsible for each other's common welfare; and

(B) neither party is married; and

(C) the partners are not related by blood closer than would bar marriage in the State of Illinois;

(D) each partner is at least eighteen (18) years of age, and the partners are the same sex and the partners reside at the same residence; and

(E) Two (2) of the following four (4) conditions exist for the partners:

1. The partners have been residing together for at least twelve (12) months.

2. The partners have common or joint ownership of a residence.

3. The partners have at least two (2) of the following arrangements:

   a. joint ownership of a motor vehicle;

b. a joint credit account;

c. a joint checking account;

d. a lease for a residence identifying both domestic partners as tenants.

4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fund-raising committee" means a "political fund-raising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

In Witness Whereof, The parties have caused this Agreement to be executed on or as of the date first above written.

City of Chicago,
an Illinois municipal corporation

By: _____
Arnold Randall,
Commissioner of Planning
and Development

Stockyards Business Center, L.L.C.,
an Illinois limited liability company

By: _____

Name: _____

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that _____ personally

known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as _____, he/she signed and delivered the instrument pursuant to authority given by the _____ as his/her free and voluntary act and as the free and voluntary act and deed of the _____, for the uses and purposes therein set forth.

Given under my notarial seal this _____ day of _____, 2007.

_____
Notary Public

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that Arnold Randall, personally known to me to be the Commissioner of Planning and Development of the City of Chicago, an Illinois municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as the Commissioner, she signed and delivered the instrument pursuant to authority given by the City of Chicago, as her free and voluntary act and as the free and voluntary act and deed of the corporation, for the uses and purposes therein set forth.

Given under my notarial seal this _____ day of _____, 2007.

_____
Notary Public

[(Sub)Exhibit "A" referred to in this Agreement with Stockyards Business Center, L.L.C. for Sale and Redevelopment of Land constitutes Exhibit "A" to ordinance and printed on page 9312 and 9313 of this *Journal*.]

[(Sub)Exhibit "D" referred to in this Agreement with Stockyards Business Center, L.L.C. for Sale and Redevelopment of Land unavailable at time of printing.]

(Sub)Exhibits "B" and "C" referred to in this Agreement with Stockyards Business Center, L.L.C. for the Sale and Redevelopment of Land read as follows:

(Sub)Exhibit "B".
(To Agreement With Stockyards Business Center, L.L.C.
For Sale And Redevelopment Of Land)

Narrative Description Of Project.

The Developer will construct a modern building measuring not less than one hundred five thousand (105,000) square feet for manufacturing/industrial use. Any material change in the size of the square footage of the Project is subject to D.P.D. review and approval. The building will incorporate state of the art features, including forty-eight (48) foot clear column spacing, twenty-four (24) foot ceilings, a glazed and colored precast concrete skin, generous landscaping, and ornamental metal fencing. The facility will offer up to fourteen (14) adjustable docks, and four (4) drive-in docks, to ensure maximum docking capacity. The Project will accommodate a minimum of one hundred forty-six (146) cars, and twenty-three (23) stalls for truck parking along the 45th Street side and additional truck parking on the south side of the structure. The facility will be designated and constructed in a fashion that will allow flexibility in the number of tenants.

The Developer will incorporate a "green roof" system, meeting the Chicago Landscape Ordinance, on a minimum of ten percent (10%) of the roof structure, a landscaped bio-swale and a seventy-three (73) foot setback and construct a water detention facility along the Halsted Street frontage.

During the construction period, the Project shall provide forty (40) jobs, across various trades. A minimum of eighty-three (83) permanent jobs shall be created by this Project, unless otherwise changed by the Commissioner of D.P.D. with D.P.D. and local Alderman approval.

(Sub)Exhibit "C".
(To Agreement With Stockyards Business Center, L.L.C.
For Sale And Redevelopment Of Land)

Environmental Condition Of The Property.

The Property has been entered into the State of Illinois Environmental Protection Agency Site Remediation Program ("I.E.P.A.S.R.P.") by the City of Chicago, by and

through its Department of Environment. The Developer and its contractors shall construct all engineered barriers on the site and must provide all necessary and adequate field documentation ("Field Documentation") to the City's Department of Environment ("D.O.E.") for submittal to the I.E.P.A. for the State's issuance of a draft No Further Remediation Letter ("N.F.R.L."). The Field Documentation shall include, but not be limited to, surveyed drawings to show locations and depths of engineered barriers, all waste disposal documentation, and documentation of clean fill sources.

Any backfill material that the Developer or its contractors propose for reuse on the Property must be approved prior to any backfill material being brought to the Property. This includes the Developer completing and paying for all analytical testing required to show that the material is clean and meets the I.E.P.A.S.R.P. Tier 1 residential requirements for all off-site resources. The Developer and any successor owner shall be required to maintain all required engineered barriers as outlined in a final N.F.R. Letter issued by the Illinois Environmental Protection.

The City has previously spent Five Hundred Sixty Thousand Dollars ($560,000) to treat the substantial amount of lead present on the site due to historical uses. The City shall cap the funds for all environmental associated costs in relation to the Property at Six Hundred Fifty Thousand Dollars ($650,000), which includes the previous Five Hundred Sixty Thousand Dollars ($560,000) to treat the lead on the site.

The City will be responsible for the incremental costs associated with the environmental condition of the Property. Such costs will be limited to the following:

1. Soil and groundwater sampling, reporting and coordination for the I.E.P.A.S.R.P.

2. Environmental sampling associated with the I.E.P.A.S.R.P.

The City's responsibility shall not include:

1. disposal costs of excess soil associated with normal construction activities due to geotechnically unsuitable material or balance excess;

2. permitting, handling and disposal of excess water generated by precipitation or groundwater in open excavations during construction;

3. sampling costs associated with potential fill sources;

4. geotechnical or land survey costs;

5. professional environmental oversight during construction activities, including any construction related to O.S.H.A. requirements;

6. additional disposal costs for soil and groundwater due to contamination associated with historic operations that are above and beyond normal construction costs;

7. permits and fees associated with the disposal of hazardous waste (material that meets the RCRA definition of such material);

8. installation of engineered barriers, which are beyond typical building and parking lot construction and are specifically required to meet I.E.P.A.S.R.P.;

9. any costs attributable to any known treated lead impacted material or any unknown lead impacted material remaining on the Property; and

10. any other remediation costs.

This list of items above that the City is not responsible for is not all inclusive and may include items not specifically listed herein.

SELECTION OF THE STRAND HOTEL, L.L.C. AS PROJECT DEVELOPER, AUTHORIZATION FOR SALE OF CITY-OWNED PROPERTY AT 6315 SOUTH COTTAGE GROVE AVENUE AND EXECUTION OF REDEVELOPMENT AGREEMENT FOR CONSTRUCTION OF CONDOMINIUM UNITS FOR QUALIFIED ARTISTS UNDER NEW HOMES FOR CHICAGO PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Housing authorizing a sale of property at 6315 South Cottage Grove Avenue pursuant to the New Homes for Chicago program, having 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 vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and may exercise any power related to its local governmental affairs; and

WHEREAS, The City Council of the City ("City Council"), by ordinance first adopted June 7, 1990 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 17038 -- 17045, as most recently amended and restated by that certain ordinance adopted April 26, 2006 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 75201 -- 75212, established the New Homes for Chicago Program ("New Homes Program") to assist with the construction and rehabilitation of new single-family housing and two-flat buildings which shall be affordable to many families; and

WHEREAS, In accordance with the New Homes Program guidelines, the Department of Housing ("Department") solicited proposals for the construction and rehabilitation of new single-family homes, including single-family detached homes, townhomes and condominium units in multi-family buildings ("Single-Family Homes"), two-flat buildings ("Two-Flat Buildings") on either privately owned lots ("Private Lots") or lots to be provided by the City; and

WHEREAS, The Department has recommended the selection of The Strand Hotel, L.L.C., an Illinois limited liability company, as developer under the New Homes Program, subject to this ordinance and the guidelines and restrictions of the New Homes Program, as revised herein; and

WHEREAS, Pursuant to the New Homes Program, the City may provide a subsidy from corporate funds or other legally available funds to cover certain costs associated with the construction and rehabilitation and eligible homebuyers' purchase of the Single-Family Homes or Two-Flat Buildings (the "Purchase Price Subsidy"), and in addition, may grant waivers of City fees and deposits related to new construction and rehabilitation work, and may also expend up to One Hundred Thirty Thousand Dollars ($130,000) in City general obligation bond proceeds or other legally available funds to complete certain perimeter site improvement work, ("Perimeter Site Improvement Work") if the City determines that such Perimeter Site Improvement Work is necessary, and subject to the availability of such bond proceeds or other legally available funds; and

WHEREAS, Pursuant to the New Homes Program, the City may also, subject to the availability of such funds, provide a homebuyer subsidy ("Additional Purchase Price Subsidy") derived from HOME Investment Partnerships Program grant funds, pursuant to the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. Section 12701, et seq. (1992) and the regulations promulgated thereto in 24 C.F.R. Part 92 ("HOME Funds"); and

WHEREAS, Pursuant to the New Homes Program, the City may also, subject to the availability of funds, provide a homebuyer subsidy ("DDA Purchase Price Subsidy") derived from funds on deposit in the Affordable Housing Opportunity Fund or other legally available funds; and

WHEREAS, The Department recommends to the City Council that the Developer be selected to participate in the New Homes Program as a Developer; now, therefore,

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

SECTION 1. The following proposal for construction of Single-Family Home condominium units under the New Homes Program is hereby approved (such proposal, the "Project"):

Developer:	The Strand Hotel, L.L.C., an Illinois limited liability company, or a single purpose entity owned and controlled by Andres Schcolnik.
Aggregate Number of Homes:	Up thirty-six (36) live/work condominium units to be marketed primarily to Qualified Artists and families.

Qualified Artists:	Any person who meets the income eligibility and other eligibility criteria required by the New Homes Program and this ordinance and who regularly engages in the creation of the fine arts. This does not mean that the art such person creates generates the artist's income, nor does it require that the creation of art occupies the greatest portion of such person's day. Such person is committed to his or her work, has a body of work that demonstrates the development of that art, and intends to pursue that work for the foreseeable future. As used herein, the fine arts shall include, but not be limited to, painting, drawing, sculpture, choreography, music composition, dramatic art, film, video, graphic art, glass works, ceramics, textiles, woodworking, photography, custom made jewelry or apparel and other visual, performance and sound arts and/or crafts.
Location:	Woodlawn Community Area.
Amount of Purchase Price Subsidy:	Not to exceed Ten Thousand Dollars ($10,000) for each Single-Family Home for eligible homebuyers up to one hundred percent (100%) of the Chicago primary metropolitan statistical area median income ("A.M.I.") for Single-Family Homes, or Three Hundred Sixty Thousand Dollars ($360,000) in aggregate.
Amount of Additional Purchase Price Subsidy:	Not to exceed Thirty Thousand Dollars ($30,000) for each Single-Family Home for eligible homebuyers up to sixty percent (60%) of the A.M.I. and not to exceed Twenty Thousand Dollars ($20,000) for each Single-Family Home for eligible homebuyers above sixty percent (60%) and up to eighty percent (80%) A.M.I. or One Million Eighty Thousand Dollars ($1,080,000) in the aggregate.

Amount of DDA Purchase Price Subsidy:	Not to exceed the lesser of Five Hundred Thousand Dollars ($500,000) in the aggregate, or Twenty Thousand Dollars ($20,000) for each Single-Family Home.
Aggregate Purchase Price Subsidy, Additional Purchase Price Subsidy, and DDA Purchase Price Subsidy:	Not to exceed One Million Nine Hundred Forty Thousand Dollars ($1,940,000).

SECTION 2. The Commissioner of the Department of Housing, on behalf of the City, is authorized to enter into a redevelopment agreement with the Developer in substantially the form of Exhibit A attached hereto (the "Redevelopment Agreement"), and to execute such other documents, subject to approval of the Corporation Counsel, as may be necessary to provide for the construction of new Single-Family Home condominium units by Developer pursuant to the New Homes Program.

SECTION 3. The new homes shall be constructed on the City-owned lots presently owned by the City and to be co~veyed to Developer as provided by the New Homes Program, all as more fully described on Exhibit B attached hereto (such City-owned lots, the "City Lots"). In conjunction with the construction by Developer of the new homes described herein, the City: (a) shall waive those certain fees and deposits as more fully described in Exhibit C attached hereto with respect to all homes constructed and, in addition, shall deem all such homes to qualify as "Affordable Housing" for purposes of Section 16-18 of the Municipal Code of Chicago; (b) may expend City general obligation bond proceeds or other legally available funds to complete Perimeter Site Improvement Work if the City, in its sole discretion, determines that such Perimeter Site Improvement Work is necessary to the construction of such new homes, and subject to the availability of such bond proceeds or other legally available funds.

SECTION 4. Except for any market rate homes permitted under the Redevelopment Agreement, all of the Single-Family Homes to be constructed by Developer pursuant to this ordinance must be developed and sold to homebuyers meeting the income eligibility requirements of the New Homes Program for a base sales price not to exceed Two Hundred Eight Thousand Three Hundred Seventy Dollars ($208,370) (which amount is higher than the normal base sale price of One Hundred Ninety-Five Thousand Dollars ($195,000) for a Single-Family Home due to the need to install a sprinkler system in the existing building and other substantial rehabilitation costs) and must otherwise be developed and sold in conformance with the New Homes Program.

SECTION 5. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk to attest, quitclaim deeds conveying to Developer the City Lots in accordance with the schedule contained in the Redevelopment Agreement.

SECTION 6. The Department of Zoning of the City is hereby authorized to permit any administrative reduction or waiver of any required yard restriction concerning the City Lots or Private Lots to the extent such administrative relief is permitted under the Zoning Ordinance of the City, which may be redeveloped by Developer pursuant to the New Homes Program.

SECTION 7. The Commissioner of D.O.H. shall have discretion to modify the terms of this ordinance, the Redevelopment Agreement and the generally applicable New Homes Program requirements in the event that the Commissioner and the Developer mutually agree that the homes constructed pursuant to the Developer's project should be conveyed to homebuyers pursuant to the City's city-wide community land trust initiative ("C.L.T. Initiative"), as described in the program ordinance approved by the City Council on January 11, 2006, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 67997 through 68024. In adapting the terms of this ordinance and the generally applicable New Homes Program requirements for use in such C.L.T. Initiative, the City may, with the Developer's mutual agreement: (a) in lieu of conveying the City Lots to the Developer in fee simple, convey such City Lots to the Chicago C.L.T. (as defined in the C.L.T. Program Ordinance), which shall then lease such City Lots to the Developer under a long-term lease in form and substance acceptable to the C.L.T., the City and the Developer, and cause the Developer, upon completion of construction of a home, to assign its interest under such lease and sell the completed home to the homebuyer; (b) as an alternative to (a), convey the City Lots to the Developer in fee simple, and then cause the Developer, upon completion of construction of the required home(s) and prior to each such lot's conveyance, to record against such lot an affordable housing restrictive covenant and agreement in form and substance acceptable to the C.L.T. and the City, imposing covenants running with the land that shall be binding upon the initial homebuyer and such homebuyer's successors and assigns; (c) eliminate or otherwise modify the New Homes Program recapture provisions if necessary to assure the long-term affordability of such homes, consistent with the C.L.T. Program Ordinance objectives; and (d) make such other modifications as may be necessary or appropriate to further such C.L.T. Program Ordinance objectives.

SECTION 8. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 9. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict. Given the applicable restrictions with respect to maximum sales price and maximum income for the purchasers of New Homes Program and under this ordinance, Section 2-44-090 of the Municipal Code of Chicago shall not apply to the Project or the City Lots.

SECTION 10. This ordinance shall take effect immediately upon its passage and approval.

Exhibits "A", "B" and "C" referred to in this ordinance read as follows:

Exhibit "A"
(To Ordinance)

Redevelopment Agreement

New Homes For Chicago Program

The Strand Hotel, L.L.C.

(Multi-Family/Condominium, City Lots Only, Market Rate Included)

This agreement ("Agreement"), dated as of _____, 2007 is made by and between the City of Chicago, an Illinois municipal corporation ("City"), acting by and through its Department of Housing ("D.O.H.") and The Strand Hotel, L.L.C., an Illinois limited liability company, having its principal office at 2035 West Giddings Street, Chicago, Illinois 60625 ("Developer"). Capitalized terms not otherwise defined herein shall have the meaning given in the Definitions Section.

Recitals.

A. The City, as a home rule unit under the 1970 Constitution of the State of Illinois, has the authority to promote the health, safety and welfare of its inhabitants, to prevent the spread of blight and to encourage private development in order to enhance the local tax base and create employment, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes.

B. The City Council of the City, by ordinance first adopted June 7, 1990 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* ("*J.O.P.*") for such date at pages 17038 -- 17045, and most recently amended and restated April 26, 2006 and published in the *J.O.P.* for such date at pages 75201 -- 75212, has established the New Homes for Chicago Program (as amended, the "New Homes Program ") to assist with the construction of affordable, new, high-quality, owner-occupied housing.

C. Developer has previously submitted an application package to D.O.H. describing its proposal for participation in the New Homes Program by constructing single-family housing in the Woodlawn neighborhood.

D. Based in part on the representations and proposals contained in Developer's application package, the City Council of the City, by Ordinance adopted _____, 2007 and published in the *J.O.P.* for such date at pages _____ (the "Project Ordinance"), approved the selection of Developer for participation in the New Homes Program and approved the allocation of the subsidies described in Section 4.5(b) to subsidize certain development costs associated with the Project and homebuyers' purchase of Homes.

E. Developer, subject to the terms of the Agreement, shall construct up to thirty-six (36) condominium housing units (the "Home(s)" or the "Single-Family Home(s)") in the building commonly known as the former Strand Hotel, which, except for the MR-Homes, must be sold to homebuyers meeting the income eligibility requirements of the New Homes Program for a base sales price not to exceed Two Hundred Eight Thousand Three Hundred Seventy Dollars ($208,370) (which amount is higher than the normal base sale price of One Hundred Ninety-five Thousand Dollars ($195,000) for a Single-Family Home due to the need to install a sprinkler system in the existing building and other substantial rehabilitation costs) and must otherwise be developed and sold in conformance with the New Homes Program and this Agreement (the "Project").

Unless D.O.H., in its sole discretion, provides written consent to the contrary, all Homes must be sold to a "Qualified Artist"and such homebuyer's household. A "Qualified Artist" shall be any person who meets the income eligibility and other eligibility criteria required by the New Homes Program, the Project Ordinance and this Agreement, and who regularly engages in the creation of the fine arts. This does not mean that the art such person creates generates the artist's income, nor does it require that the creation of art occupies the greatest portion of such person's day. Such person is committed to his or her work, has a body of work that demonstrates the development of that art, and intends to pursue that work for the foreseeable future. As used herein, the fine arts shall include, but not be limited to, painting, drawing, sculpture, choreography, music composition, dramatic art, film, video, graphic art, glass works, ceramics, textiles, woodworking, photography, custom made jewelry or apparel and other visual, performance and sound arts and/or crafts.

F. The Homes shall be constructed, and parking shall be provided, on the parcels presently owned by the City ("City Lots") or by the Developer ("Private Lots")and listed on (Sub)Exhibit A attached hereto. (Sub)Exhibit A also sets forth the fair market value of the City Lots for purpose of Section 4.5(b)(1) below. The Lots are legally described on (Sub)Exhibit B attached hereto.

G. City Lots with a fair market value of Fifty Thousand Dollars ($50,000) or less may be conveyed by the City to Developer for the sum of One Dollar ($1.00) per City Lot. City Lots with a fair market value in excess of Fifty Thousand Dollars ($50,000) may also be conveyed by the City to Developer in accordance with the procedures described in Section 4.5(b)(1) below. Furthermore, Developer shall also receive waivers of certain City fees and deposits relating to new construction of Homes as described on (Sub)Exhibit C attached hereto, with respect to all Lots.

H. In connection with the development and sale of the Homes, and subject to the terms of this Agreement, the City shall also make available, at the time of the sale of a Home to a homebuyer, the subsidies described in Section 4.5(b), provided, however, that the maximum aggregate subsidies to be made available pursuant to the Agreement shall not exceed the amount set forth therein.

I. Up to the lesser of (i) twenty percent (20%), or (ii) seven (7) (if all thirty-six (36) Homes are constructed) of the Homes which may be constructed by Developer pursuant to this Agreement may be sold as MR-Homes.

J. Developer and the City acknowledge that the implementation of the policies and provisions described in the Agreement will be of mutual benefit to the Developer and the City.

Now, Therefore, In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

Definitions.

The following terms shall have the meaning set forth below:

Additional Land Value Lien Amount: Shall have the meaning given in Section 4.5(b)(1).

Affidavits: Those certain affidavits executed by Developer at time of submission of the Project Ordinance, as re-certified to the City, consisting of an economic disclosure statement and affidavit as required by the City in connection with the New Homes Program.

Agreement: Shall have the meaning given in the preamble.

A.M.I.: the Chicago Primary Metropolitan Statistical Area Median income, as determined by D.O.H.

Budget: Shall have the meaning given in Section 4.5(a).

Certificate: Shall have the meaning given in Section 4.8.

City: Shall have the meaning given in the preamble.

City Junior Mortgage: Shall have the meaning given in Section 4.5(b)(2).

City Lots: Shall have the meaning given in Recital F.

Commissioner: The Commissioner of D.O.H.

Conditional Certificate: Shall have the meaning given in Section 4.5(e)(ii).

Construction Lender: Shall have the meaning given in Section 4.5(a).

Construction Loan: Shall have the meaning given in Section 4.5(a):

DDA Purchase Price Subsidy: Shall have the meaning set forth in Section 4.5(b)(4).

Deed: Shall have the meaning given in Section 3.1.

Developer: Shall have the meaning given in the preamble, and shall also include the Developer's successors and assigns, as permitted under this Agreement.

D.O.H.: Shall have the meaning given in the preamble.

Escrow: Shall have the meaning given in Section 4.5(c).

Escrow Agreement: Shall have the meaning given in Section 4.5(c).

Escrowee: Shall have the meaning given in Section 4.5(c).

Event of Default: Shall have the meaning given in Section 6.3(b).

Final Certificate: Shall have the meaning given in Section 4.5(e).

Financing: Shall have the meaning given in Section 4.5(a).

First Mortgage: Shall have the meaning given in Section 4.5(a).

First Mortgage Note: Shall have the meaning given in Section 4.5(a).

Home(s): Shall have the meaning given in Recital E.

HOME Homebuyer: Shall have the meaning given in Section 4.5(b)(3).

HOME Additional Purchase Price Subsidy: Shall have the meaning given in Section 4.5(b)(3).

HOME Regulations: Shall have the meaning given in Section 4.5(b)(3).

New Homes Program: Shall have the meaning given in Recital B.

NHFC Account: Shall have the meaning given in Section 3.2.

Inspector: Shall have the meaning given in Section 4.5(d).

Land Value Lien: Shall have the meaning given in Section 4.5(b)(1).

Land Value Lien Amount: Shall have the meaning given in Section 4.5(b)(1).

Lot: A City Lot. The Project does not include any Private Lots.

MR-Homes: Homes to be developed and constructed by Developer as part of the Project and to be sold to homebuyers at a market rate sales price to households that may not meet the income eligibility requirements of the New Homes Program.

P.M.S.A.: The Chicago Primary Metropolitan Statistical Area.

Private Lots: Shall have the meaning given in Recital F.

Project: Shall have the meaning given in Recital E.

Project Ordinance: Shall have the meaning given in Recital D.

Purchase Price Subsidy: shall have the meaning given in Section 4.5(b)(2).

Recorder's Office: Shall have the meaning given in Section 3.6.

Schedule: Shall have the meaning given in Section 4.1.

Single-Family Home(s): Shall have the meaning given in Recital F.

Title Company: That certain title company selected by Developer and the City pursuant to the terms of the Agreement.

Working Drawings And Specifications: The final working drawings and specifications prepared for Developer with regard to the construction of the Single-Family Homes, a list of which is attached hereto as Exhibit D.

Section I.

Incorporation Of Recitals And Definitions.

The recitations and definitions set forth above constitute an integral part of the Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

Section II.

Covenants, Representations And Warranties.

2.1 Covenants, Representations And Warranties Of Developer.

To induce the City to execute the Agreement and perform the obligations of the City hereunder, Developer hereby covenants, represents and warrants to the City as follows:

(a) Developer is a duly organized and existing limited liability company in good standing under the laws of the State of Illinois. Developer agrees that the operating agreement, insomuch as it affects the performance of Developer pursuant to the terms of this Agreement, shall not be modified or amended without the express written consent of the D.O.H.

(b) No litigation or proceedings are pending, or are threatened against Developer, or any party affiliated with Developer, which could: (i) adversely affect the ability of Developer to perform its obligations pursuant to and as contemplated by the terms and provisions of the Agreement; or (ii) adversely materially affect the operation or financial condition of Developer.

(c) The execution, delivery and performance by Developer of the Agreement have not constituted or will not, upon the giving of notice or lapse of time, or both, constitute a breach or default under any other agreement to which Developer or any party affiliated with Developer is a party or may be bound or affected, or a violation of any law, regulation or court order which currently affects the Project, any part thereof, any interest therein or the use thereof.

(d) The parties executing the Agreement on behalf of Developer have been duly authorized by all appropriate action to enter into, execute and deliver the Agreement and to cause Developer to perform the terms and obligations contained herein.

(e) The construction of the Homes and the development of the Project pursuant to the terms of this Agreement will not violate: (i) any statute, law, regulation, rule, ordinance or executive or judicial order of any kind (including, without limitation, zoning and building laws, ordinances, codes or approvals and environmental protection laws or regulations); or (ii) any building permit, restriction of record or any agreement affecting any Lot or any part thereof.

(f) Except as otherwise provided in the Agreement, Developer shall not, without the prior written consent of the D.O.H., which the D.O.H. may withhold in its sole discretion: (i) grant, suffer or permit any lien, claim or encumbrance upon any Lot or any portion thereof (unless Developer has taken such appropriate action to cause the Title Company to insure over any title encumbrances caused by such liens or claims); (ii) permit or suffer any levy, attachment, claim or restraint to be made affecting any Lot or any portion thereof; or (iii) enter into any transaction not in the ordinary course of business of Developer which materially or adversely affects Developer's ability to perform, its obligations under the terms of the Agreement.

(g) Developer has and shall maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct and complete the Homes.

(h) Developer has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with this Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract with Developer in violation of Chapter 2-156-020 of the Municipal Code of Chicago.

(i) The financial statements of Developer are, and when hereafter required to be submitted will be, complete in all material respects and accurately present the assets, liabilities, results of operations and financial condition of Developer, and there has been no material adverse change in the assets, liabilities, results of operations or financial condition of Developer since the date of Developer's financial statements.

(j) Neither Developer nor any Affiliate thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, the Bureau of Industry and Security of the United States Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. As used herein, an "Affiliate" shall be deemed to be a person or entity related to Developer that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Developer, and a

person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

(k) Developer has agreed to comply with the terms of: (1) those certain covenants described in Section V below; (2) the Affidavits; and (3) the employment obligations described in Section VII below.

(l) Developer shall at all times prior to the issuance of a Final Certificate carry and maintain the insurance coverages and amounts described on Exhibit E.

(m) Developer shall comply with the Illinois Condominium Property Act, 765 ILCS 605/1, et. seq., as amended from time to time, in connection with the development of the condominium building, lawfully converting such building to a condominium form of ownership and selling the condominium units therein by, including without limitation, filing the declaration of condominium and plat of survey, forming the condominium association as an Illinois not-for-profit corporation, making all required disclosures in connection with the sale of condominium units, establishing adequate initial reserves, obtaining the requisite insurance and timely turning over control of the condominium association to the unit owners.

2.2 Representations And Warranties Of The City.

To induce Developer to execute the Agreement and perform its obligations hereunder, the City hereby represents and warrants to Developer that the City has authority under its home rule powers granted in the Constitution of the State of Illinois and the Project Ordinance to enter into, execute and deliver the Agreement and perform the terms and obligations contained herein.

2.3 Survival Of Covenants, Representations And Warranties.

Developer agrees that all of its covenants, representations and warranties, and the City agrees that all of its representations and warranties, set forth in this Section II or elsewhere in the Agreement are true as of the execution date of the Agreement and will be true in all material respects at all times hereafter, except with respect to matters which from time to time are or have been disclosed in writing to and approved by the other party.

Section III.

Conveyance Of The City Lots

3.1 Form Of Deed.

The City shall convey to Developer fee simple title to each City Lot (upon the request of Developer pursuant to the terms of the Agreement) by quitclaim deed substantially in the form attached hereto as (Sub)Exhibit F ("Deed"). The conveyance and title of each City Lot, in addition to the provisions of the Agreement, shall, without limiting the quitclaim nature of the Deed, be subject to the following ("Permitted Exceptions"):

1. Covenants and restrictions set forth in the Deed.

2. Schedule B exceptions in the title policy described in Section 3.3.

3. General real estate taxes.

4. Easements of record and not shown of record.

5. Such defects which cannot reasonably be cured but will not affect the use, marketability and insurability of the City Lots.

6. Title objections caused by Developer.

7. The Land Value Lien, this Agreement and the right of reverter retained in this Agreement.

In addition, each City Lot shall be conveyed to Developer with no warranty, express or implied, by the City as to the condition of the soil, its geology, or the presence of known or unknown faults. It shall be the sole responsibility of Developer, at its sole expense, to investigate and determine the soil and environmental condition existing in each City Lot. At the City's request, such investigation shall at the minimum consist of a Phase I environmental assessment and a soil test or, in the alternative, an engineering test subsequent to excavation of the City Lot. If the soil conditions are not in all respects entirely suitable for construction of a Home, then it shall be the sole responsibility and obligation of Developer to take such action as may be necessary to place the soil and environmental condition of each City Lot in a condition entirely suitable for such intended use. If Developer's soil or environmental testing reveals soil conditions or environmental contamination and Developer is able to demonstrate, to the reasonable satisfaction of the D.O.H., that the cost of any corrective action or

environmental clean-up of the City Lot will cause the ceiling base price for the proposed Single-Family Home to exceed the sum of Two Hundred Eight Thousand Three Hundred Seventy Dollars ($208,370) (before taking into account any Purchase Price Subsidy, HOME Purchase Price Subsidy and D.D.A. Purchase Price Subsidy contemplated under this Agreement), then: (a) if such soil testing occurs before the conveyance of the City Lot, said City Lot shall not be conveyed to Developer; or (b) if such soil testing occurs after the conveyance of the City Lot, Developer may re-convey said City Lot to the City. Concurrent with any said reconveyance, Developer agrees to: (a) restore the City Lot to its condition immediately prior to the commencement of any testing conducted by or on behalf of Developer (said obligation to restore the City Lot does not include any requirement of Developer to undertake any landscaping of the City Lot), and (b) provide the City with copies of any and all soil and environmental reports prepared on behalf of Developer with regard to the City Lot. If any City Lot is re-conveyed by Developer to the City in accordance with the terms of this Section 3.1, the City shall be under no obligation to remedy the soil or environmental condition of the City Lot, and such reconveyance shall be for One and no/100 Dollars ($1.00).

3.2 Conveyance Of The City Lots.

Before the City shall deliver a Deed to Developer for any City Lot, and before any construction may commence on any Lot, D.O.H. shall have reviewed and approved the following closing deliveries (fully executed and acknowledged, where applicable), each of which, unless waived in writing by D.O.H., shall be a condition precedent to the City's obligation to deliver any Deed:

(a) Working Drawings and Specifications for each model of Home to be constructed (as described in Section 4.2 below);

(b) Developer's Budget;

(c) Developer's Financing;

(d) the building permit received by the Developer with regard to the construction of the Home on the Lot;

(e) this Agreement, which shall constitute the Land Value Lien instrument securing the Land Value Lien Amount and any Additional Land Value Lien Amount;

(f) a certified copy of the contract between Developer and its general contractor, and all executed contracts covering the completion of the Project from the major subcontractors, if available;

(g) the condition of title with regard to the Lot;

(h) a final plat of survey for the Lot certified by a licensed engineer showing all easements, encroachments and containing a legal description of the Lot;

(i) a certificate of good standing for the Developer from the State of Illinois, a certificate of incumbency identifying Developer's current officers and including specimen signatures, copy of the Developer's bylaws and resolutions authorizing the Developer's performance of its obligations under this Agreement;

(j) Internal Revenue Service taxpayer identification numbers;

(k) originals of the Construction Loan documents or evidence of Financing acceptable to the D.O.H.;

(l) Developer's written request for the conveyance of the specified City Lot(s);

(m) such transfer tax declarations, ALTA statements and similar customary transaction documents as may be necessary to consummate the conveyance;

(n) the Escrow Agreement; and

(o) all documents applicable to the legal ownership of the building in which the Homes shall be constructed, and which shall also include certain retail units.

The Escrowee shall also have received the following documents submitted by the City (if required by the Escrowee): (a) one copy of this Agreement; and (b) a certified copy of the Project Ordinance subject to the Developer's satisfaction of the conditions precedent described above in Section 3.2(a) through (n) above, the City shall deliver to the Escrowee the Deed, and, if applicable, a check for the City's initial deposit (if any) of the Purchase Price Subsidy, which shall be deposited in a separate Escrow subaccount subject to the City's sole control (the "N.H.F.C. Account"). The City shall thereafter deposit the balance of Purchase Price Subsidy funds, any HOME Purchase Price Subsidy funds and any D.D.A. Purchase Price Subsidy funds on a mutually-agreed upon schedule.

As to condition precedent Section 3.2(0), the City shall be satisfied, in its sole discretion, that (a) the subsidies provided under this Agreement shall benefit only the residential portion of the building's rehabilitation, as required under the New Homes Program, (b) the legal and business structure of the mixed-use building in which the Homes are located does not subject the homebuyers of the Homes to risks that should be borne solely by the owner(s) and tenant(s) of the retail units, and (c) such other matters as the City may deem necessary or appropriate to assure

that the Project is an independent residential project that can be completed and maintained successfully apart from the completion and maintenance of the retail project.

If the conditions described in this Section 3.2 (a) through (0) are not achieved by Developer for the construction of the first Home in the Project within three (3) months of the execution date of this Agreement (except in the instance of the occurrence of any Permitted Delay described in Section 6.2 below), then the Agreement, at the option of the City, shall become null and void and the City shall be under no further obligation to Developer. The City shall have no obligation to convey any further City Lots or provide any subsidies pursuant to this Agreement after the date that is eighteen (18) months after the execution date of this Agreement.

3.3 Title Insurance.

Upon the conveyance of each City Lot, the Developer shall obtain at the Developer's sole expense, title insurance from the Title Company, consisting of an Owner's Policy ALTA form B (1987), dated as of the date of conveyance, insuring the title of Developer with regard to the City Lot, subject only to the reservations and exceptions provided in this Section 3 and such endorsements as it may require. The City agrees to use reasonable efforts to assist Developer in obtaining said endorsements.

3.4 Real Estate Taxes.

The City shall take all appropriate steps to secure the exemption or waiver of general real estate taxes due and payable prior to the date of recording of the Deed to the extent such an exemption or waiver may be obtained through the City's preparation of a so-called "216(e) Letter" or the filing to vacate a tax sale in error. If any general real estate taxes for a City Lot cannot be so cleared, the City shall be under no further obligation and the Developer may either elect to close and accept conveyance of the City Lot subject to such general real estate taxes or decline to accept such City Lot. Developer shall also be responsible for payment of all real estate taxes payable after the recording of said Deed.

3.5 No Substitution Of Lots.

If the City cannot clear tax liens or other exceptions to title in a manner suitable for purposes of the Agreement, or Developer's investigation of the soil and environmental condition leads Developer to refuse the conveyance of said Lots (or to re-convey said City Lots to the City) then the City shall have no duty to provide substitute lots for development under this Agreement. Moreover, under no

circumstances, shall the City be compelled by Developer, with regard to any City Lot, to remedy any tax lien, title exception, or soil or environmental condition described in this Section 3.

3.6 Recordation Of Deed.

The Developer shall promptly file each Deed for recordation with the Office of the Recorder of Deeds of Cook County, Illinois ("Recorder's Office") and pay all recording costs.

Section IV.

The Construction Of The Project.

4.1 Schedule Of Construction Progress.

Developer shall construct the Homes and build the parking on the Lots in accordance with that certain construction timetable schedule dated as of _____ 2007 ("Schedule"), prepared by Developer, approved by the D.O.H., and attached hereto as Exhibit G. The Schedule represents an estimate of the number of Homes to be completed by Developer by the expiration of certain time periods within the eighteen (18) month time frame for commencement and completion of the Project as described further in Section 4.7 below. If Developer's construction of Homes falls short of its completion obligations under the Schedule, certain of the City Lots (and the corresponding amount of subsidies allocated to the Project pursuant to Section 4.5(b)) may be released from the terms of this Agreement and thereafter may be made available to the City for alternative redevelopment plans.

Developer covenants that the Homes shall be constructed in accordance with the Working Drawings and Specifications. Upon completion of the construction of each Home, the City shall issue to Developer the Certificate pursuant to Section 4.8.

4.2 Working Drawings And Specifications.

The preliminary Working Drawings and Specifications dated _____, 2007, containing the preliminary plans and drawings with regard to the construction of each model of Home, are approved by the D.O.H. and listed on (Sub)Exhibit D attached hereto. Within thirty (30) days of the execution date of the

Agreement, Developer shall submit to the D.O.H. for its approval Developer's proposed final Working Drawings and Specifications with regard to each model of Home. The D.O.H. shall have thirty (30) days within which to approve or reject said drawings and specifications. If the D.O.H. rejects the Working Drawings and Specifications, Developer shall have sixty (60) days in order to correct such documents and resubmit them to the D.O.H. for its approval. The D.O.H. shall thereafter have thirty (30) days within which to approve or reject the corrected documents. Upon the approval of the D.O.H., said Working Drawings and Specifications shall constitute the final Working Drawings and Specifications.

If, after executing this Agreement, the Developer desires to construct a different type of model Home than that reflected in the Working Drawings and Specifications listed on (Sub)Exhibit D attached hereto, Developer shall submit to the D.O.H. Working Drawings and Specifications for said model. The D.O.H. shall have thirty (30) days within which to approve or reject said Working Drawings and Specifications. If the D.O.H. rejects the Working Drawings and Specifications, Developer shall have sixty (60) days in order to correct such documents and resubmit them to the D.O.H. for approval. Upon the approval of the D.O.H., said Working Drawings and Specifications shall constitute final Working Drawings and Specifications.

The Working Drawings and Specifications shall conform to the terms of the Agreement, the New Homes Program, and all applicable federal, state and local laws, ordinances and regulations, including, without limitation, the Zoning Ordinance of the City of Chicago, Title 17, Municipal Code of Chicago, the current edition of the *Model Energy Code* published by the Council of American Building Officials, and the housing quality standards contained in 24 C.F.R. Section 882.109.

Any material amendment to the Working Drawings and Specifications must be submitted to the D.O.H. for its approval, which approval shall not be unreasonably withheld or delayed.

4.3 Preparation Of The Lots; General Requirements.

Prior to the commencement of construction on any of the Lots, the environmental effect of the development and construction of the Project must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 and implementing regulations contained in 24 C.F.R. Parts 50 and 58. In such regard, the City may grant to Developer a right-of-entry to the City Lots for the purpose of allowing Developer's architects and engineers to inspect each City Lot and to investigate the soil and environmental condition existing in each City Lot.

Construction and development of any of the Homes shall be in accordance with the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4821, et seq. and the

corresponding regulations contained in 24 C.F.R. Part 35. In addition, Developer shall comply with the Flood Disaster Protection Act of 1973, 42 U.S.C. 4001-4128.

4.4 Limited Applicability Of D.O.H.'s Approval.

Any approvals of the Working Drawings and Specifications made by the D.O.H. are for the purposes of the Agreement only and do not affect or constitute approvals required for building permits or approvals required pursuant to any other ordinance or code of the City, nor does any approval by the D.O.H. pursuant to the Agreement constitute approval of the quality, structural soundness or the safety of the Homes. The City, however, agrees to assist Developer in expeditiously obtaining approvals for building permits and driveways affecting the Project.

4.5 Financing And Constructing The Project.

(a) Budget. Concurrent with the execution of the Agreement by Developer and its delivery to the City, Developer shall deliver to the D.O.H. for its approval a written budget ("Budget") for the construction of the Homes. Developer shall also submit to the D.O.H. a description of Developer's financing ("Financing"), which shall include the amount of Developer's equity in the Project and evidence of: (i) a commitment for adequate financing ("Commitment") obtained from a financial institution or lender, specifying the source and the amount of the loan, length of the term and the applicable interest rate, or (ii) evidence of a line of credit or other funding source necessary to fund the construction of the Homes. Within seven (7) business days of receipt, the D.O.H. shall review and approve or reject the Financing, and the Commitment. The Financing shall be subject and subordinate to the terms and conditions of the Agreement.

Provided that the Commitment is approved by the City, Developer shall obtain financing from the lender identified in the Commitment ("Construction Lender") to permit the construction of the Project ("Construction Loan"). The Construction Lender shall be permitted to secure and evidence its loan by a mortgage ("First Mortgage") and mortgage note ("First Mortgage Note") encumbering the Lots. The Construction Loan funds shall be disbursed pursuant to the Escrow described in Section 4.5(c) below.

(b) City's Incentives.

(1) Sales Price. Subject to all of the terms, covenants and conditions of the Agreement, the City shall convey each City Lot for the consideration of One and no/100 Dollars ($1.00) if the fair market value of the City Lot is Fifty Thousand Dollars ($50,000) or less. For purposes of the Agreement, the "fair market value" for each City Lot has been established as of the execution date of the Agreement

and is listed on (Sub)Exhibit A attached hereto. The Developer acknowledges that upon the recording of this Agreement, the City shall have a lien against each City Lot conveyed pursuant hereto in the amount of the fair market value of such City Lot, as set forth on (Sub)Exhibit A (the "Land Value Lien"). The fair market value of a particular City Lot, up to the first Fifty Thousand Dollars ($50,000) in value (the "Land Value Lien Amount") shall be added to and included in the amount of monies secured by this Agreement and the City Junior Mortgage and potentially due and owing under such instruments. The amount by which the fair market value of a City Lot exceeds the sum of Fifty Thousand Dollars ($50,000) (if any) (such excess amount, the "Additional Land Value Lien Amount") shall also be secured by this Agreement and the City Junior Mortgage and subject to the special repayment provisions described in the following paragraph.

After the recording of this Agreement, and prior to a City Lot's conveyance to a homebuyer, the Land Value Lien Amount and any Additional Land Value Lien Amount shall not amortize and shall be immediately due and payable to the City if the City Lot is sold, or refinanced except as expressly contemplated and permitted under this Agreement and the City Junior Mortgage. When a City Lot is conveyed to a homebuyer, the lien of this Agreement shall be released and be replaced by the lien of the City Junior Mortgage. The Land Value Lien Amount shall thereafter reduce in four (4) equal installments on each anniversary date of such conveyance, and after the fourth (4^{th}) anniversary date shall be zero (0). The Additional Land Value Lien Amount shall not amortize, but shall be an amount potentially due and owing the City calculated as the Additional Land Value Lien Amount, plus interest thereon at an annual rate of three percent (3%), from the date of such conveyance. The principal amount of and any accrued interest on the Additional Land Value Lien Amount shall become due upon the sale or refinancing (except a refinancing in an amount equal to or less than the homebuyer's purchase price for the Home) of said Home during the forty (40) year period commencing on the date of such conveyance; provided, however, that if the subsequent homebuyer meets the income eligibility requirements of the New Homes Program, such purchaser may assume the obligations of the Land Value Lien as to such Additional Land Value Lien Amount for the balance of such forty (40) year term. The Land Value Lien, as initially evidenced by this Agreement and then evidenced by the City Junior Mortgage, shall be junior to the lien of any construction loan mortgage and any First Mortgage, and any subsequent purchase money mortgage obtained by any homebuyer of a Home (if such homebuyer is income-eligible under the New Homes Program), and any refinancing of such purchase money mortgage, provided such refinancing is in an amount equal to or less than the homebuyer's purchase price for the Home.

Notwithstanding the above, up to the lesser of (i) twenty percent (20%), or (ii) seven (7) (if all thirty-six (36) Homes are constructed) of the Homes which may be constructed by Developer pursuant to this Agreement may be sold as MR-Homes. With respect to the City Lot on which such MR-Homes are constructed, an allocable

portion of the fair market value of the City Lot, up to Fifty Thousand Dollars ($50,000), shall be secured by a Land Value Lien and be included in the amount of monies secured by and potentially due and owing the City pursuant to the City Junior Mortgage, which the homebuyers for such MR-Homes shall also be required to execute.

(2) Purchase Price Subsidy. The City shall grant a Purchase Price Subsidy in an amount not to exceed the sum of Three Hundred Sixty Thousand Dollars ($360,000) in the aggregate to cover hard construction costs of certain of the Homes. The Purchase Price Subsidy for each Single-Family Home shall not exceed the sum of Ten Thousand Dollars ($10,000) per Home, and shall only be available to homebuyers whose household incomes are less than or equal to one hundred percent (100%) of the A.M.I.. The specific amount of Purchase Price Subsidy to be allocated to each model type of Home is described further on (Sub)Exhibit H attached hereto.

The Purchase Price Subsidy shall be disbursed to Developer at the closing of the sale of each Home to the initial homebuyer, but only if that Developer: (a) obtains from the City the Certificate; (b) conveys the Home to an eligible homebuyer as described in Section 5.3 below; (c) complies with the covenants described in Section 5.1 below; and (d) provides the initial homebuyer with an Owner's Policy ALTA form B (1987) policy of title insurance issued by the Title Company, dated as of the closing date in the amount of the purchase price.

Developer advise each initial homebuyer that such homebuyer shall be required to execute and record at the time of the homebuyer's closing (and the Developer shall attach as an exhibit to the homebuyer's sales contract) a mortgage, security and recapture agreement in favor of the City (the "City Junior Mortgage"), in the form of (Sub)Exhibit I to this Agreement, which shall also include the homebuyer' s covenant to use the Home as the homebuyer's principal residence and shall secure all amounts described in this Agreement as being subject to recapture or repayment. The amount of any Purchase Price Subsidy provided with respect to a Home shall be secured by the City Junior Mortgage and shall be repaid by the homebuyer to the City in accordance with its terms if the Home is sold or refinanced (except in an amount equal to or less than the homebuyer's purchase price for the Home) by the initial homebuyer within four (4) years of purchase. The City Junior Mortgage shall be subordinate to the lien in favor of the homebuyer's permanent purchase mortgage, and any refinancing of such purchase money mortgage, provided such refinancing is in an amount equal to or less than the homebuyer's purchase price for the Home.

(3) HOME Additional Purchase Price Subsidy. Homebuyers purchasing a Single-Family Home and whose household incomes are at or below eighty percent (80%) of the A.M.I. (hereafter, a "HOME Homebuyer") may request from the City, by application to the D.O.H., a financial subsidy ("HOME Additional Purchase Price Subsidy") derived from an allocation to the City of HOME Investment Partnerships Program grant funds, pursuant to the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. Section 12701, et seq. (1992) and the regulations

promulgated thereto in 24 C.F.R. Part 92 (such regulations, the "HOME Regulations"). The amount of HOME Additional Purchase Price Subsidy available for a particular HOME Homebuyer shall not exceed the amount of Twenty Thousand Dollars ($20,000) per HOME Homebuyer whose household income range is between sixty-one percent (61%) to eighty percent (80%) of the A.M.I., and the amount of Thirty Thousand Dollars ($30,000) per HOME Homebuyer whose household income range is up to sixty percent (60%) of the A.M.I.

Subject to the availability of HOME Additional Purchase Price Subsidy Funds, the HOME Additional Purchase Price Subsidy shall be provided to the HOME Homebuyer at the closing of the sale of the Single-Family Home to the HOME Homebuyer, but only if the Developer: (a) obtains from the City the Certificate; (b) conveys the Single-Family Home to a HOME Homebuyer described in this section and Section 5.3 below; (c) complies with the covenants described in Section 5.1 below; and (d) provides the HOME Homebuyer with an Owner's Policy ALTA form B (1987) policy of title insurance issued by the Title Company, dated as of the closing date in the amount of the purchase price. The HOME Additional Purchase Price Subsidy funds provided to a particular HOME Homebuyer shall be wired to the Title Company at closing, in accordance with the Escrow Agreement.

Developer shall advise said HOME Homebuyer and it shall be a condition of such sale, that the HOME Homebuyer must execute: (a) the City Junior Mortgage in favor of the City, which shall secure, among other things, an amount equal to the HOME Additional Purchase Price Subsidy received by the HOME Homebuyer, which shall incorporate any additional requirements of the HOME Regulations, and which shall also include the HOME Homebuyer's covenant to use the Home as the homebuyer's principal residence. The HOME Additional Purchase Price Subsidy secured by the City Junior Mortgage shall be repaid in the event that the Single-Family Home is sold by the HOME Homebuyer within the applicable affordability period (as prescribed by the HOME Regulations). If, however, the mortgage obtained by the HOME Homebuyer from the permanent lender is insured by the F.H.A., the affordability period shall be extended to conform to the terms of the F.H.A.-insured mortgage, as is required under the HOME Regulations. The City Junior Mortgage lien shall be subordinate to the lien in favor of the HOME Homebuyer's purchase money mortgage, and any refinancing of such purchase money mortgage, provided such refinancing is in an amount equal to or less than the homebuyer's purchase price for the Home.

(4) DDA Purchase Price Subsidy. If D.O.H. determines that the Woodlawn neighborhood in which the Homes are to be built, or a portion thereof, is a difficult to develop area or, within the meaning of Section 7(e) of the New Homes Program ordinance, the Developer may request that the City provide homebuyers purchasing a Home with a home buyer assistance subsidy in an amount not to exceed Twenty Thousand Dollars ($20,000) (the "DDA Purchase Price Subsidy"). D.O.H.'s approval

of such DDA Purchase Price Subsidy request shall be in D.O.H.'s sole discretion. Subject to such D.O.H. approval and the availability of DDA Purchase Price Subsidy funds, the DDA Purchase Price Subsidy shall be provided to the homebuyer at the closing of the sale of the Home, but only if the Developer satisfies the conditions precedent to the disbursement of the HOME Purchase Price Subsidy, described in clauses (a), (c) (excluding Section 5.1(a) of this Agreement, which is incorporated by reference in said clause (c) and (d) of Section 4.5(b)(3), as conditions also applicable to the disbursement of the DDA Purchase Price Subsidy. The DDA Purchase Price Subsidy funds provided to a particular homebuyer shall be funded at closing, in accordance with the Escrow Agreement.

Developer shall advise homebuyers receiving a DDA Purchase Price Subsidy that such homebuyers must execute the City Junior Mortgage in favor of the City, which shall secure, among other things, an amount equal to the DDA Purchase Price Subsidy received by the homebuyer. The DDA Purchase Price Subsidy amount secured by the City Junior Mortgage shall decline by twenty-five percent (25%) on each anniversary of the homebuyer's closing date and, after the fourth (4^{th}) anniversary date, shall be zero (0). The City Junior Mortgage lien shall be subordinate to the lien in favor of the homebuyer's purchase money mortgage, and any refinancing of such purchase money mortgage, provided such refinancing is in an amount equal to or less than the homebuyer's purchase price for the Home.

(5) Waiver Of City Fees. In conjunction with the construction by Developer of the Homes (including Homes built on Private Lots, if any), the City shall waive those certain fees and deposits as described in (Sub)Exhibit C attached hereto.

(6) Perimeter Site Improvements. In connection with the construction by Developer of the Homes, the City may expend City general obligation bond proceeds or other legally available funds, up to a maximum amount of Five Thousand Dollars ($5,000) per City Lot, or One Hundred Thirty Thousand Dollars ($130,000) in the aggregate, to complete Perimeter Site Improvement Work if the City, in its sole discretion, determines that such work is necessary to the construction of such new Homes, and subject to the availability of such bond proceeds or other legally available funds.

(c) Escrow. Prior to the commencement of construction of any Home, Developer and the City shall execute an escrow agreement ("Escrow Agreement") and open an escrow account ("Escrow") held by an institutional escrowee ("Escrowee") mutually acceptable to the parties. The Escrow shall be used to convey City Lots and disburse City subsidies pursuant to the terms of the Agreement. The respective rights, liabilities and duties of the Escrowee are contained in the Agreement. If any conflict exists between the terms of the Agreement and the Escrow Agreement or any other instructions or other documents affecting the Escrow, the terms and provisions of the Agreement shall govern.

(d) Review Of Construction Progress. During the construction of the Project, Developer shall submit to the City for its review any documentation relating to the construction work, including, without limitation, all additional building permits issued an Owner's sworn statement and the general contractor's sworn statement.

During the construction of the Project by Developer, the Construction Lender shall employ, at the sole expense of Developer, an inspecting architect ("Inspector") (other than the architect who prepared the Working Drawings and Specifications) acceptable to the D.O.H., to review for the parties all activities undertaken with regard to the construction of the Home. If no Construction Lender exists (or if the Construction Lender does not wish to hire the Inspector), then the D.O.H., at the sole expense of Developer, shall utilize an Inspector which has been previously approved by the D.O.H.

The scope of the Inspector's work shall be contained in the terms of the contract between the Inspector and the Construction Lender, or the Inspector and the D.O.H., as the case may be, and shall include inter alia, providing a certification for the benefit of the Construction Lender and the D.O.H. on the form attached hereto as (Sub)Exhibit J that the construction of said Home complies with the Working Drawings and Specifications. The Inspector shall notify the D.O.H. and the Construction Lender of any discrepancies between the Working Drawings and Specifications and the actual construction of any Home, and shall provide the D.O.H. with a copy of each and every Inspector's certification. The receipt by the D.O.H. of the Inspector's Conditional Certificate shall be a condition precedent to the disbursement of the applicable amount of Purchase Price Subsidy to Developer and, if applicable, any HOME Additional Purchase Price Subsidy funds. A representative of the D.O.H. shall have the right, but not the obligation, to accompany the Inspector during his inspection of the progress of the construction of the Homes.

(e) Homebuyer Closings And Disbursement Of Subsidies. As long as Developer is not in material default in the due, prompt and complete performance or observance of any of its covenants or obligations contained in the Agreement, the conveyances of Homes and disbursement of Section 4.5(b) may proceed to closing provided the following conditions precedent are satisfied:

(i) Developer and the homebuyer shall have complied with the applicable provisions described in Section 4.5(b), including, the execution of the City Junior Mortgage;

(ii) the Inspector shall have delivered to the City its conditional certificate for said Home in the form of (Sub)Exhibit J, conditioned and subject only to the completion of punch list items or such other items agreed to by the City, the Inspector and Developer ("Conditional Certificate");

(iii) the City shall have issued its Certificate in accordance with Section 4.8 below;

(iv) Developer, in the form of an owner's sworn statement and the general contractor's sworn statement, shall have submitted to the Escrowee and the Inspector affirmative proof that there are no materialmen's liens or claims exist affecting the Home, or that Developer has taken such appropriate action to cause the Title Company to insure over any title encumbrances caused by such liens or claims; provided, however, that the Title Company shall have received from Developer acceptable waivers or releases of lien covering at least seventy-five percent (75%) of the hard construction costs associated with the construction of the Home;

(v) Developer shall have submitted to the City a copy of the Owner's sworn statement and the general contractor's sworn statement describing all construction costs for the Home;

(vi) Developer shall have furnished to the City one (1) copy of an "as-built" survey showing the location of all completed improvements, including all walks, drives and other on-site appurtenances and improvements, showing site elevations, and showing no encroachments by any such improvements across the boundary lines of the Lot;

(vii) the D.O.H. shall have issued a letter to Developer that the homebuyer meets the income eligibility requirements of the New Homes Program; and

(viii) if the closing involves the sale of a condominium unit, the Developer shall have delivered to D.O.H. evidence of compliance with its obligations under Section 2.1(m) of this Agreement.

Developer shall be obligated to complete those items listed on the Conditional Certificate (including the punch list items) in a timely and expeditious manner subsequent to the closing. The City reserves the right to request that Developer deposit or reserve with the Escrowee funds (or in lieu thereof, deliver to the Escrowee a letter of credit) in an amount to pay for the cost of such incomplete work, including, without limitation, any landscaping or other work that was not completed prior to closing because of weather-related conditions. Once such work has been completed, the Inspector shall conduct an on-site inspection in order to facilitate the issuance of a final certificate indicating that construction of the Home is complete ("Final Certificate"). Any funds retained by the Escrowee pursuant to this paragraph shall not be released until a copy of the Final Certificate is delivered to the Escrowee and the D.O.H.

Developer does also certify and agree that it shall not take its fee until the closing for the sale of a Home (including Homes built on Private Lots, if any) to a homebuyer.

4.6 Relocation Of Utilities.

If Developer requests the relocation, repair or replacement of any existing City utility lines in order to construct a Home, such utilities shall be relocated at Developer's sole expense. The D.O.H. shall assist Developer in obtaining the cooperation of any City agency with regard to the relocation, repair or replacement of existing utility lines. Under no circumstances shall the City pay for any such relocation, repair or replacement costs. In addition, Developer shall be solely responsible for the payment of any costs associated with the repair, replacement or relocation of any private utility lines necessary to construct a Home.

4.7 Commencement And Completion Of The Project.

Developer, subject to the occurrence of Permitted Delays described in Section 6.2 below, shall commence with the construction of the Project within three (3) months of the execution date of the Agreement. Except as otherwise provided in the Agreement, Developer shall complete the Project within eighteen (18) months from said execution date. Developer, its successors and assigns, shall promptly begin and diligently complete the Project within such time periods. The Commissioner of D.O.H., in the Commissioner's sole discretion, may extend the completion upon the Developer's written request, by executing a written extension letter.

4.8 Certificate Of Compliance.

As each Home is substantially completed in accordance with the Working Drawings and Specifications (as evidenced by the issuance of the Inspector's Conditional Certificate or Final Certificate, as the case may be) and Developer has performed all of its other obligations under this Agreement, including without limitation, the closing conditions precedent specified in Section 4.5(e) above, the D.O.H., upon written request by Developer, shall furnish Developer with an appropriate compliance certificate ("Certificate"). The Certificate shall be evidence the Developer's compliance with respect to its obligation to construct such Home in accordance with the terms of this Agreement. The Certificate, however, shall not constitute evidence that Developer has complied with any applicable provisions of federal, state and local laws, ordinances and regulations with regard to the completion of the Home and furthermore, shall not serve as any "guaranty" as to the quality of the construction of said structure.

The Certificate shall be in recordable form and shall be delivered by the D.O.H. to the Escrowee at the closing conveying the Home from Developer to the initial homebuyer. Once the Certificate is recorded with the Recorder's Office, the Agreement shall no longer encumber the Lot.

4.9 Prohibition Against Unpermitted Encumbrances.

Prior to the City's issuance of the Certificate for a Home on a particular Lot, neither Developer nor any successor in interest to the Lot shall engage in any financing or other transaction the effect of which creates an encumbrance or lien upon said Lot; provided, however, that Developer, after receiving the prior written consent of the City, may mortgage the Lot for the purpose of obtaining the Construction Loan or other financing source as described in Section 4.5(a) above to the extent necessary to construct the Home. Notwithstanding the above, no mortgage may be recorded against a City Lot until such City Lot is conveyed to Developer.

4.10 Mortgagees Not Obligated To Construct.

Notwithstanding any of the provisions of the Agreement, no holder of a mortgage authorized by the Agreement (including any holder who obtains title to a City Lot as a result of foreclosure proceedings, or action in lieu therefor), shall be obligated to construct or complete the construction of any Home on the City Lot, or to guarantee such construction or completion. However, any such holder shall take its lien or hold such title subject to this Agreement and must devote the City Lot to those uses or improvements provided for or permitted in the New Homes Program and this Agreement. If the Construction Lender, due to a default by Developer obtains possession or title to any of the City Lots by foreclosure or deed in lieu of foreclosure, the Construction Lender may request that the City make the subsidies described in Section 4.5(b) available in order to construct or to complete the Homes on said Lots and convey such homes to homebuyers, as originally contemplated. The City shall not unreasonably withhold its consent to such a request, so long as the Construction Lender complies with the terms and conditions of the Agreement. In such event, the Construction Lender shall be required to execute such economic disclosure documents as the City deems appropriate.

Whenever the City shall deliver a notice or demand pursuant to Section 6.3(a), the City shall at the same time forward a copy of such notice or demand to any Construction Lender identified in Section 8.8. After the expiration of any applicable cure period, each such Construction Lender shall have the right, at its option, to remedy such default within an additional thirty (30) day cure period.

Whenever the Construction Lender shall deliver a default notice or demand to Developer under the Construction Loan documents, it shall at the same time

forward a copy of such notice or demand to the City at the addresses listed in Section 8.8 below. After the expiration of any applicable cure period, the City shall have the right, at the City's option, to remedy such default within an additional thirty (30) day cure period.

Section V.

Conveyance Of The Homes.

5.1 Developer's Covenants For Participation In The New Homes Program.

(a) Sales Price. Developer acknowledges and affirms the objectives of the City with regard to the creation of the New Homes Program as a means of achieving the construction of affordable, new, high quality, owner-occupied housing within the corporate boundaries of the City. Developer affirmatively covenants that it shall sell and convey each Home for a base price per model, as set forth on (Sub)Exhibit K, attached hereto, but in no event shall said base price for a particular Single-Family Home exceed the sum of Two Hundred Eight Thousand Three Hundred Seventy Dollars ($208,370), such amount being the current inflation-adjusted price limit under the New Homes Program, increased due to the need to install a sprinkler system in the building and other substantial rehabilitation costs. Developer's projected final sales pricing of the various models of the Homes to be constructed by Developer are described on (Sub)Exhibit K. The parties acknowledge that said base price does not include options described on (Sub)Exhibit L attached hereto which may be desired by individual homebuyers. The parties further acknowledge that said base price may further be slightly adjusted due to inflation, upon the written agreement of the parties.

(b) Compliance With Fair Housing And Nondiscrimination Laws. Developer shall not discriminate based upon race, color, religion, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military status, parental status or source of income in the design, marketing and sale of any Home constructed by Developer pursuant to the terms of the Agreement, and shall comply with any and all federal, state and local laws, statutes, ordinances or regulations with regard to nondiscrimination in the sale and marketing of housing, including, without limitation, the Fair Housing Act, 42 U.S.C. Section 3601 -- 3620, et seq. (1988) and implementing regulations at 24 C.F.R. Part 100; Executive Order 11063, as amended by Executive Order 12259 (3 C.F.R., 1958 -- 1963 Comp., page 652 and 3 C.F.R., 1980 Comp., page 307) (Equal Opportunity in Housing) and implementing regulations at 24 C.F.R. Part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 C.F.R. Part 1; 42 U.S.C. Section 1982 (1988),

and Sections 17-19 of Article I of the Constitution of the State of Illinois; the Age Discrimination Act of 1975, 42 U.S.C. Section 6101 -- 6107, and implementing regulations at 24 C.F.R. Part 146, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 and implementing regulations at 24 C.F.R. Part 8.

(c) Warranty Of Habitability. At the closing for the conveyance of a Home from Developer to an initial home buyer, Developer shall deliver to said homebuyer a warranty of habitability in the form of (Sub)Exhibit M attached hereto. Said warranty of habitability shall have a duration of one (1) year and shall be deemed to run with the land.

5.2 Marketing.

Developer shall comply with the affirmative marketing requirements described in Section 5.1(b) above. In addition, Developer shall comply with the marketing plan which has been approved by the D.O.H. and is attached hereto as (Sub)Exhibit N, and to utilize solely those marketing materials which have been approved by the D.O.H. either prior to or subsequent to the execution date of the Agreement with regard to the marketing of the Homes to prospective homebuyers. Developer also agrees to place on at least one of the Lots a sign stating that the Home was (or shall be) constructed by Developer pursuant to the New Homes Program.

5.3 Income Eligibility Standards.

Every potential homebuyer in conjunction with the home buyer's execution of a purchase contract for the purchase of a Home must be approved in writing by the D.O.H. as meeting the income eligibility standards of the New Homes Program. Developer must provide the D.O.H. with any and all information required by the D.O.H. to confirm such homebuyer's income eligibility. The D.O.H. shall have ten (10) business days from the date of receipt of a "complete information package" (which shall include, by means of illustration and not limitation, the W-2 forms from the initial homebuyer's employer(s), United States 1040 income tax returns for the previous two (2) years, an affidavit or verification from the homebuyer with regard to household size, and the employer verification form utilized by the Federal National Mortgage Association within which to qualify potential homebuyers

5.4 Pre-Purchase Qualification.

Developer shall refer each prospective homebuyer for pre-purchase counseling, which shall be offered either by the D.O.H., a qualified community organization or lending institution. Each homebuyer must participate in pre-purchase counseling, and provide the D.O.H. with a certificate or other evidence of participation.

5.5 Marketing To Qualified Artists.

The Developer (i) shall market units in the Project primarily to Qualified Artists, and (ii) shall review resumes, applications, and portfolios and perform such other screening as is necessary to identify Qualified Artists and shall maintain a separate tenant waiting list for Qualified Artists, (iii) shall select homebuyers first from any separate waiting list provided by D.O.H. for Qualified Artists (taking into account the family size of the Qualified Artist applicant and the number of bedrooms in the Home) and second, if no Qualified Artists are available to purchase such unit, from the pool of applicants who are not Qualified Artists.

Section VI.

Performance.

6.1 Time Of The Essence.

Time is of the essence of the Agreement.

6.2 Permitted Delays.

Neither the City, Developer, or any successor in interest to Developer, shall be considered in breach of its obligations to commence or complete the Project in the event of delay in the performance of such obligations due to unforeseeable causes beyond such party's control and without such party's fault or negligence, including but not limited to, any delays or halts in the construction of the Homes, compelled by court order, acts of God, acts of the public enemy, acts of the United States or other governmental body, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, vandalism, embargoes and unusually severe weather or delays of subcontractors due to such cause. The time for the performance of the obligations shall be extended only for the period of the permitted delay if the party seeking the extension shall request it in writing of the other party within twenty (20) days after the beginning of any such delay.

6.3 Breach.

(a) Generally. If the Developer defaults in the performance of its obligations under the Agreement, the Developer shall, upon written notice from the City, commence to immediately cure or remedy such default but, in any event, by not later than thirty (30) days after receipt of such notice (or such other cure period, if any, as may

be expressly provided for in Section 6.3(b)). If the default is not cured within such thirty (30) day period (or such other cure period), the City may institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy such default, including but not limited to, proceedings to compel specific performance and foreclosure of the City Junior Mortgage.

(b) Event Of Default. For purposes of the Agreement, the occurrence of anyone or more of the following, which is not cured by the specified cure period, if any, shall constitute an "Event of Default":

(1) any warranty, representation or statement made or furnished by Developer is not true and correct, or any covenant is not complied with in any material respect (thirty (30) day cure period); or

(2) any petition or proceeding is filed by Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereafter existing (no cure period) or any such petition or proceeding is involuntarily filed and not vacated, stayed or set aside (sixty (60)) day cure period); or

(3) failure of Developer to finalize the Working Drawings and Specifications in accordance with Section 4.2 (thirty (30) day cure period); or

(4) if Developer fails to commence or complete construction of a Home or the Homes (including the nature of and the dates of the beginning and completion thereof) or abandons or substantially suspends construction work of any Home (thirty (30) day cure period); or

(5) if Developer conveys any Home to a homebuyer in excess of the consideration described in Section 5.1 above, or conveys any Home to a homebuyer ineligible to participate in the New Homes Program (no cure period); or

(6) developer fails to comply with the nondiscrimination covenants in Section 5.2 above with regard to the marketing and sale of the Homes constructed by Developer (thirty (30) day cure period); or

(7) failure of Developer to pay real estate taxes or assessments affecting any Lots when due, or placing thereon any encumbrance or lien unauthorized by the Agreement, or suffering any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach to the Lots or any part thereof (unless Developer has taken such appropriate action to cause the Title Company to insure over any title encumbrances caused by such liens or encumbrances), and such taxes or assessments shall not have been paid,

or the encumbrance or lien removed or discharged or provision satisfactory to the City made for such payment, removal or discharge (thirty (30) day cure period); or

(8) the occurrence of an event of default within the context of the First Mortgage, if any, which is not cured within the applicable time periods, if any, contained therein; or

(9) the financial statements of Developer are not complete in all material respects or do not accurately present the assets, liabilities, results of operations and financial condition of Developer or there is a material adverse change in the assets, liabilities, results of operations or financial condition of Developer since the date of Developer's most recent financial statements (thirty (30) day cure period); or

(10) Developer makes or causes to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with this Agreement or any contract paid from the City treasury or pursuant to any City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract in violation of Chapter 2-156-120 of the Municipal Code of Chicago (no cure period); or

(11) any assignment, pledge, encumbrance, transfer or other disposition is made in violation of Section 8.2 below (no cure period); or

(12) developer fails to comply with the condominium covenants in Section 2.1 (m) above (thirty (30) day cure period).

(c) Prior To Commencement Of Construction. If prior to the commencement of construction of any Home, an Event of Default occurs, the City may immediately terminate this Agreement and institute any action or proceeding at law or in equity against Developer.

(d) After Commencement Of Construction Until Issuance Of Certificate. If after commencement of construction by Developer of a Home on any City Lot but before the City issues its Certificate for such Home, an Event of Default occurs, the City may immediately terminate the Agreement and institute any action or proceeding at law or in equity against Developer. In such event, Developer shall have no further right or interest regarding any City Lot not conveyed to Developer prior to the default.

In addition, the City shall have the right to re-enter and take possession of each City Lot previously conveyed, to terminate the Developer's title to such City Lots and all other rights and interests of Developer to said Lots and any improvements

constructed thereon, and revest title in said City in the City without any compensation whatsoever to Developer; provided, however, that such condition subsequent and revesting of title in the City shall always be limited by, and shall not defeat, render invalid, or limit in any way, the lien of the First Mortgage. The parties agree that the City also has the right, in the event of a default as described in this subsection, to purchase from Developer each or all of the Private Lots (if any) in question. The City shall pay as consideration for said Private Lots the fair market value of each said Private Lot determined as of the execution date of the Agreement, or in the event that improvements have been constructed on the Private Lot in question, the City shall pay the fair market value of the Private Lot (with improvements) as of the date in which Developer is declared to be in default by the City pursuant to the terms of this subsection.

Upon such revesting of title to the City Lots in the City, the D.O.H. may complete the construction of any Homes on the City Lots, including, if necessary, the hiring of an alternative contractor to complete the construction. Upon completion of construction, the D.O.H. shall employ its best efforts to convey the Homes (subject to the First Mortgage liens described above, if any) to a homebuyer under the New Homes Program (excluding, and in accordance with all applicable federal, state and local laws, ordinances and regulations. In the event a First Mortgage encumbers the City Lot on which the Home is built, then at the closing of the conveyance of such Home, the net sales proceeds from the sale of the Home shall be applied to repay an allocable share of the unpaid principal of the First Mortgage attributable to said City Lot and the interest accrued thereon due and payable as ofthe date of conveyance. When the City sells all of the Homes in accordance with the provisions described in this paragraph, then upon repayment of all amounts under the First Mortgage any remaining proceeds shall be distributed pursuant to Section 6.3(e) below. In the alternative, the City may allow the Construction Lender to enter into possession of such Lots and cause the completion of construction of the Homes so long as the Construction Lender complies with the terms and provisions of the Agreement.

(e) Distribution Of Sale Proceeds. Upon the sale of all of the Homes by the City pursuant to Section 6.3(d) above, the proceeds from said conveyance(s) shall be utilized first to reimburse the City for:

(1) costs and expenses incurred by the City with regard to the reconveyance of the Lots, management of the Lots, and the subsequent conveyance of the Lots to the Homebuyers;

(2) all taxes, assessments and water and sewer charges paid with respect to the Lots;

(3) any payments made or necessary to be made (including attorneys' fees) to discharge or prevent from attaching or being made any subsequent encumbrances or liens against the Lots;

(4) any expenditures made or obligations incurred with respect to the construction and maintenance of any Homes constructed on the Lots;

(5) any other amounts owed to the City by Developer, its successors or transferees under this Agreement, or otherwise; and

(6) any remaining sums shall be delivered to Developer.

(f) After Conveyance. If an Event of Default occurs under Section 6.3(b)(5) or Section 6.3(b)(6), then the City shall have the right to institute a suit for injunctive relief against Developer, or alternatively, at the option of the City solely with regard to an Event of Default under Section 6.3(b)(5), Developer, within twenty (20) days after the receipt of written notice of default from the City, shall deliver the sum of one and one-half times the amount by which the sales price exceeds the permitted consideration described in Section 5.1, per violation to the City, said sum representing an amount of liquidated damages and not a penalty.

6.4 Waiver And Estoppel.

Any delay by the City 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 the City of or limit such rights in any way. No waiver made by the City with respect to any specific default by Developer shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of Developer.

6.5 Indemnity.

Developer hereby agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, attorneys' fees and court costs), suffered or incurred by the City (except due to the negligence of the City) arising from or in connection with: (i) the failure of Developer to perform its obligations under the Agreement; (ii) the failure of Developer or any contractor to pay contractors, subcontractors or materialmen in connection with the construction of the Homes (unless Developer has taken such appropriate action to cause the Title Company to insure over any title encumbrances caused by such liens and encumbrances); (iii) a material misrepresentation or material omission in Developer's application to participate in the New Homes Program or in the Agreement which is the result of information supplied or omitted by Developer or by agents, employees, contractors, subcontractors, or persons acting under the control or at the request of Developer; (iv) the failure of Developer to redress any misrepresentations or omissions in the Agreement or any other agreement relating

hereto; (v) any activity undertaken by Developer on any of the City Lots or any part thereof; and (vi) any claim or cost relating to any soil or environmental condition existing at, or created by Developer on, any City Lot.

6.6 Access To The Lots.

Any duly authorized representative of the City shall, at all reasonable times, have access to any Lot, or part thereof, from the execution date of the Agreement until the City issues its Certificate with regard to the completion of the Home on the Lot, for the purpose of confirming Developer's compliance with this Agreement.

6.7 City's Right To Inspect Records.

Until the date that is three (3) years after the date on which the City issues its Certificate with regard to the completion of the final Home, the City shall have the right and authority to review and audit, from time to time, Developer's books and records relating to the Project, including, without limitation, Developer's loan statements, the construction manager's sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices. All such books, records and other documents shall be available at the offices of Developer for inspection, copying, audit and examination by any duly authorized representative of the City; provided, however, that the City shall provide Developer with at least two (2) business days written notice of any proposed inspection of Developer's books and records.

Section VII.

Developer's Employment Obligations.

7.1 Employment Opportunity.

Developer agrees for itself and its successors and assigns, and shall contractually obligate its or their various contractors, subcontractors or any Affiliate of Developer operating on the Project (collectively, with Developer, the "Employers" and individually an "Employer") to agree, that for the term of this Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Project and the occupation of the Lots with regard thereto:

A. No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or

ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010, et seq., Municipal Code of Chicago, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a nondiscriminatory manner with regard to all job-related matters, including without limitation: 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. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of Income.

B. Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, but not limited to, the Human Rights Ordinance; and the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

C. Developer, in order to demonstrate compliance with the terms of this Section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

D. Developer and each Employer shall include the foregoing provisions of subparagraphs A through C in every contract entered into in connection with the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or affiliate, as the case may be.

E. Failure to comply with the employment obligations described in this Section 7.1 shall be a basis for the City to pursue remedies under the provisions of Section 6 above.

7.2 City Resident Employment Requirement.

Developer agrees for itself and its successors and assigns, and shall contractually obligate the other Employers, as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 2-92-330 of the Municipal Code of Chicago (at least fifty percent (50%) of the total worker hours worked by persons on the site of the construction for the Project shall be performed by actual residents of the City of Chicago); provided, however, that in addition to complying with this percentage, Developer and the other Employers shall be required to make good faith efforts to utilize qualified residents of the City of Chicago in both unskilled and skilled labor positions.

Developer and the other Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Purchasing Agent of the City of Chicago.

"Actual residents of the City of Chicago" shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

Developer and the other Employers shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the Project. Developer and the other Employers shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Weekly certified payroll reports (United States Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of the D.O.H. in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the company hired the employee should be written in after the employee's name.

Developer and the other Employers shall provide full access to their employment records to the Purchasing Agent, the Commissioner of the D.O.H., the Superintendent of the Chicago Police Department, the Inspector General, or any duly authorized representative thereof. Developer and the other Employers shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project as evidenced by the issuance of the Certificate for the last Home constructed by Developer.

At the direction of the D.O.H., affidavits and other supporting documentation will be required of Developer and the other Employers to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of Developer and the other Employers to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Purchasing Agent) shall not suffice to replace the actual, verified achievement of the requirements of this section concerning the worker hours performed by actual Chicago residents.

When work at the Project is completed, in the event that the City has determined that Developer and the other Employers failed to ensure the fulfillment of the requirement of this section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this section. Therefore, in such a case of noncompliance it is agreed that one-twentieth of one percent (.05%), 0.0005, of the aggregate hard construction costs set forth in the Budget (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by Developer and/or the other Employers to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject Developer and/or the other Employers or employee to prosecution. Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246", or other affirmative action required for equal opportunity under the provisions of this Agreement.

Developer shall cause or require the provisions of this Section 7.2 to be included in all construction contracts and subcontracts related to the Project.

7.3 Developer's M.B.E./W.B.E. Commitment.

The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the General Contractor to agree that during the Project:

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420, et seq., Municipal Code of Chicago (the "Procurement Program") and (ii) the Minority- and Women-Owned Business Enterprise Construction

Program, Section 2-92-650, et seq., Municipal Code of Chicago (the "Construction Program," and collectively with the Procurement Program, the "M.B.E./W.B.E. Program"), and in reliance upon the provisions of the M.B.E./W.B.E. Program to the extent contained in, and as qualified by, the provisions of this Section 7.3, during the course of the Project, at least the following percentages of the M.B.E./W.B.E. budget to be approved by D.O.H.'s monitoring staff shall be expended for contract participation by minority-owned businesses ("M.B.E.s") and by women-owned businesses ("W.B.E.s"):

(1) At least twenty-four percent (24%) by M.B.E.s.

(2) At least four percent (4%) by W.B.E.s.

(b) For purposes of this Section 7.3 only:

(i) The Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.

(ii) The term "minority-owned business" or "M.B.E." shall mean a business identified in the *Directory of Certified Minority Business Enterprises* published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(iii) The term "women-owned business" or "W.B.E." shall mean a business identified in the *Directory of Certified Women Business Enterprises* published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(c) Consistent with Sections 2-92-440 arid 2-92-720, Municipal Code of Chicago, the Developer's M.B.E./W.B.E. commitment may be achieved in part by the Developer's status as an M.B.E. or W.B.E. (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more M.B.E.s or W.B.E.s (but only to the extent of the lesser of (i) the M.B.E. or W.B.E. participation in such joint venture or (ii) the amount of any actual work performed on the Project by the M.B.E. or W.B.E.), by the Developer utilizing a M.B.E. or a W.B.E. as the General Contractor (but only to the extent of any actual

work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more M.B.E.s or W.B.E.s, or by the purchase of materials or services used in the Project from one or more M.B.E.s or W.B.E.s, or by any combination of the foregoing. Those entities which constitute both a M.B.E. and a W.B.E. shall not be credited more than once with regard to the Developer's M.B.E./W.B.E. commitment as described in this Section 7.3. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any M.B.E. or W.B.E. General Contractor Or subcontractor without the prior written approval of D.O.H.

(d) The Developer shall deliver quarterly reports to the City's monitoring staff during the Project describing its efforts to achieve compliance with this M.B.E./W.B.E. commitment. Such reports shall include, inter alia, the name and business address of each M.B.E. and W.B.E. solicited by the Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each M.B.E. or W.B.E. actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service" and such other information as may assist the City's monitoring staff in determining the Developer's compliance with this M.B.E./W.B.E. commitment. The Developer shall maintain records of all relevant data with respect to the utilization of M.B.E.s and W.B.E.s in connection with the Project for at least five (5) years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by the Developer, on five (5) Business Days' notice, to allow the City to review the Developer's compliance with its commitment to M.B.E./W.B.E. participation and the status of any M.B.E. or W.B.E. performing any portion of the Project.

(e) Upon the disqualification of any M.B.E. or W.B.E. General Contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor, and, if possible, identify and engage a qualified M.B.E. or W.B.E. as a replacement. For purposes of this Section (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.

(f) Any reduction or waiver of the Developer's M.B.E./W.B.E. commitment as described in this Section 7.3 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

(g) Prior to the commencement of the Project, the Developer shall be required to meet with the City's monitoring staff with regard to the Developer's compliance with its obligations under this Section 7.3. The General Contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Developer shall demonstrate to the City's monitoring staff its

plan to achieve its obligations under this Section 7.3, the sufficiency of which shall be approved by the City's monitoring staff. During the Project, the Developer shall submit the documentation required by this Section 7.3 to the City's monitoring staff, including the following: (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that M.B.E./W.B.E. contractor associations have been informed of the Project via written notice and hearings; and (viii) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis"or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 7.3, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further payment of any City Funds to the Developer or the General Contractor, or (3) seek any other remedies against the Developer available at law or in equity.

Section VIII.

Miscellaneous Provisions.

8.1 Entire Agreement.

This Agreement contains the entire agreement of the parties with respect to the Project and supersedes all prior agreements, negotiations and discussions with respect thereto. It shall not be modified, amended or changed in any material manner whatsoever except by mutual consent of the parties as reflected by written instrument executed by the parties hereto. The term "material" for the purpose of this Section 8.1 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligation of Developer by more than five percent (5%) or substantially changes the character of the Project or any activities undertaken by Developer affecting the Project, or increases any time agreed for performance by either party by more than thirty (30) days.

8.2 Assignability And Transfer.

Unless permitted under Section 4.9 above, prior to the City's issuance of the Certificate with regard to the completion of a Home, the Developer shall not assign, transfer or convey any right, title or interest in the Lot on which such Home is constructed. Notwithstanding the above, Developer may sign purchase contracts

with initial homebuyers prior to the issuance of the Certificate. In addition, Developer may convey its right, title and interest to any of the Lots to a land trust formed under the laws of the state of Illinois and of which Developer is the sole beneficiary; provided, however, that the City must receive prior notification of such transfer accompanied by a certified copy of the land trust agreement, and the City, Developer and the land trustee shall execute a document granting the City the irrevocable right to approve the land trust documents.

8.3 Conflict Of Interest -- City's Representatives Not Individually Liable.

Prior to the issuance of the Certificate by the City with regard to the completion of the final Home, no member of any City board, commission or agency, or official or employee ofthe City shall have any personal interest, direct or indirect, in Developer, the Agreement or the Project; nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. This prohibition shall include those public officials who have exercised any functions or responsibilities with respect to this Project or the New Homes Program or who are in a position to participate in a decision making process or gain inside information with regard to the Project or the New Homes Program or may obtain a financial interest or benefit from this Project, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds therefore, either for themselves or those with whom the officials have family or business ties, during the tenure or employment of said public officials and for a period of one year thereafter. The foregoing shall not be deemed to exclude employees of the City who meet the requirements of the New Homes Program from purchasing Homes for their primary residences, and who are able to do so pursuant to an ordinance passed by the City Council of the City. No member, official or employee of the City shall be personally liable to Developer, or any successor in interest, to perform any commitment or obligation of the City under the Agreement nor shall any such person be personally liable in the event of any default or breach by the City.

8.4 Survival.

All representations and warranties contained in the Agreement shall survive execution date of the Agreement and the execution, delivery and acceptance hereof by the parties shall not constitute a waiver of rights arising by reasons of any misrepresentation.

8.5 Mutual Assistance.

The parties agree to perform their respective obligations, including the execution and delivery of any documents, instruments, petitions and certifications, as may be

necessary or appropriate, consistent with the terms and provisions of the Agreement.

8.6 Cumulative Remedies.

The remedies of the City hereunder are cumulative and the exercise of any one or more of the remedies provided by the Agreement shall not be construed as a waiver of any of the other remedies of the City unless specifically so provided herein.

8.7 Disclaimer.

No provision of the Agreement, nor any act of the City, shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City.

8.8 Notices.

Any notice called for herein shall be in writing and shall be mailed postage prepaid by registered or certified mail with return receipt requested, or hand delivered and receipted, as follows:

If To The City:

Commissioner
Department of Housing
33 North LaSalle Street
Chicago, Illinois 60602
Attention: Deputy Commissioner,
Developer Services

with a copy to:

Corporation Counsel
City of Chicago
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Real Estate and Land-Use
Division

If To Developer:

The Strand Hotel, L.L.C.
2035 West Giddings Street
Chicago, Illinois 60625
Attention: Andres Schcolnik

Notices are deemed to have been received by the parties three (3) days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

8.9 Headings.

The headings of the various sections and sections of the Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

8.10 Governing Law.

The Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and, where applicable, the laws of the United States of America.

8.11 References To Statutes.

All references herein to statutes, regulations, rules, executive orders, ordinances, resolutions, rulings, notices or circulars issued by any governmental body shall be deemed to include any and all amendments, supplements and restatements from time to time to or of such statutes, regulations, rules, executive orders, ordinances, resolutions, rulings, notices or circulars.

8.12 Recordation Of The Agreement.

Upon execution of the Agreement by the parties, the City shall promptly record one original of the Agreement with the Office of the Recorder of Deeds of Cook County, Illinois.

8.13 No Third Party Beneficiary.

The approvals given by the City pursuant to the Agreement and the Certificate when issued by the City shall be only for the benefit of Developer, the First Mortgagee, and their successors in interest in the Project and no other person or party may assert against the City or claim the benefit of such approval or certificate.

8.14 Successors And Assigns.

The terms of the Agreement shall be binding upon the City and Developer, and the Developer's successors and assigns.

8.15 Severability.

If any provision of the Agreement, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstance, is held invalid, the remainder of the Agreement shall be construed as if such invalid part were never included herein and the Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

8.16 Counterparts.

The Agreement shall be executed in triplicate, each of which shall constitute an original instrument.

8.17 Executive Order 2005-1.

Developer agrees that Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in Developer of more than seven and five-tenths percent (7.5%) ("Owners"), spouses and domestic partners of such Owners, Developer's contractors (i.e., any person or entity in direct contractual privity with Developer regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than seven and five-tenths percent (7.5%) ("Subowners") and spouses and domestic partners of such Subowners (Developer and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fund-raising committee (i) after execution of this Agreement by Developer, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Developer and the City; or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Developer represents and warrants that from the later of (i) February 10, 2005, or (ii) the date the City approached the Developer or the date the Developer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fund-raising committee.

Developer agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fund-raising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fund-raising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fund-raising committee.

Developer agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order Number 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order Number 05-1.

Developer agrees that a violation of, noncompliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order Number 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under any Other Contract, at law and inequity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Developer intentionally violates this provision or Mayoral Executive Order Number 05-1 prior to the closing of this Agreement, the City may elect to decline to close the transaction contemplated by this Agreement.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fund-raising committee.

"Other Contract" means any other agreement with the City of Chicago to which Developer is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council of the City of Chicago.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

(A) they are each other's sole domestic partner, responsible for each other's common welfare; and

(B) neither party is married; and

(C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and

(D) each partner is at least eighteen (18) years of age, and the partners are the same sex, and the partners reside at the same residence; and

(E) two (2) of the following four (4) conditions exist for the partners:

1. The partners have been residing together for at least twelve (12) months.

2. The partners have common or joint ownership of a residence.

3. The partners have at least two (2) of the following arrangements:

   a. joint ownership of a motor vehicle;

   b. a joint credit account;

   c. a joint checking account;

   d. a lease for a residence identifying both domestic partners as tenants.

4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fund-raising committee" means a "political fund-raising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

8.18 Patriot Act Certification.

The Developer represents and warrants that neither the Developer nor any Affiliate thereof (as defined in the next paragraph) is listed on any of the following lists maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, the Bureau of Industry and Security of the United States Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to the Developer that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Developer, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

8.19 Business Relationships.

The Developer acknowledges (A) receipt of a copy of Section 2-156-030(b) of the Municipal Code of Chicago, (B) that it has read such provision and understands that pursuant to such Section 2-156-030(b) it is illegal for any elected official of the City, or any person acting at the direction of such official to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030(b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that no violation of Section 2-145-030(b) has occurred with respect to this Agreement or the transactions contemplated hereby.

8.20 Waste Ordinance Provisions.

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Developer warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Agreement is executory, Developer's, any general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Amendment, at law or in equity. This section does not limit the Developer's, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and

municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement. Noncompliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect the Developer's eligibility for future contract awards.

In Witness Whereof, The parties hereto have executed or caused the Agreement to be executed, all as of the date first written above.

City of Chicago,
an Illinois municipal corporation

By: _____
Ellen K. Sahli,
Acting Commissioner,
Department of Housing

Strand Hotel, L.L.C.
an Illinois limited liability company

By: _____

Name: _____

Title: _____

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that Ellen K. Sahli, personally known to me to be the Acting Commissioner of the Department of Housing of the City of Chicago, a municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as such she signed and delivered the said instrument, pursuant to authority given by the City of Chicago, as her free and voluntary act and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2007.

_____
Notary Public

[Seal]

My commission expires: _____.

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ of Strand Hotel, L.L.C., an Illinois limited liability company (the "L.L.C."), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as such _____, he/she signed and delivered the said instrument, pursuant to authority given by the members of the L.L.C. as his/her free and voluntary act and as the free and voluntary act of said L.L.C., for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2007.

_____
Notary Public

[Seal]

My commission expires: _____.

[(Sub)Exhibit "C" referred to in this Agreement with The Strand Hotel, L.L.C. under New Homes for Chicago Program constitutes Exhibit "C" to ordinance and printed on pages 9411 through 9413 of this *Journal.*]

[(Sub)Exhibits "B", "D", "E", "G", "I", "L", "M" and "N" referred to in this Agreement with The Strand Hotel, L.L.C. under New Homes for Chicago Program unavailable at time of printing.]

(Sub)Exhibits "A", "F", "H", "J" and "K" referred to in this Agreement with The Strand Hotel, L.L.C. under New Homes for Chicago Program read as follows:

(Sub)Exhibit "A".
(To Agreement With The Strand Hotel, L.L.C. Under New Homes For Chicago Program)

List Of City Lots.

Address	Permanent Index Number	Improved/ Vacant	Fair Market Value
6315 South Cottage Grove Avenue	20-23-100-004	Improved	$_____
6314 South Maryland Avenue	20-23-100-007	Vacant	$_____

(Sub)Exhibit "F".
(To Agreement With The Strand Hotel, L.L.C. Under New Homes For Chicago Program)

Quitclaim Deed.

Grantor, the City of Chicago, an Illinois municipal corporation ("Grantor"), having its principal office at 121 North LaSalle Street, Chicago, Illinois 60602, for and in

consideration of One and no/100 Dollars ($1.00), pursuant to ordinance adopted by the City Council on _____, 2007 (*Journal of the Proceedings of the City Council of the City of Chicago*, pages _____) conveys and quitclaims, to Strand Hotel, L.L.C., an Illinois limited liability company to ("Grantee"), having its principal office at _____, Chicago, Illinois, all interest and title of Grantor in the following described real property ("Property"):

[See (Sub)Exhibit A Attached To This Quitclaim Deed]

This Transfer Is Exempt Under The Provisions Of The Real Estate Transfer Tax Act, 35 ILCS 200/31-45(B) And 35 ILCS 200/31-45(E) And Section 3-33-060.B And Section 3-33-060.E Of The Municipal Code Of Chicago.

Further, this quitclaim deed ("Deed") is made and executed upon, and is subject to certain express conditions and covenants hereinafter contained, said conditions and covenants being a part of the consideration for the Property and are to be taken and construed as running with the land, and Grantee hereby binds itself and its successors, assigns, grantees and lessees to these covenants and conditions, which covenants and conditions are as follows:

First. Grantee shall devote the Property only to the uses authorized by Grantor and specified in the applicable provisions of: (i) The New Homes For Chicago Program, initially approved by the City Council of the City of Chicago by ordinance adopted June 7, 1990, as amended from time to time, ("Program"), and (ii) that certain agreement known as "Redevelopment Agreement, New Homes For Chicago Program, The Strand Hotel, L.L.C." entered into between Grantor and Grantee as of _____, 2007 and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on _____, 2007 as Document Number _____ ("Agreement"). Specifically, in accordance with the terms of the Agreement, Grantee shall construct a single-family home ("Single-Family Home") on the Property to be sold to the initial homebuyer for a price not to exceed the ceiling base price (excluding options or extras) of Two Hundred Eight Thousand Three Hundred Seventy Dollars ($208,370) all as further described in Section 4.5(b)(1) and Section 5.1 of the Agreement. Grantee shall advise each initial homebuyer and such homebuyer shall be required to execute and record at the time of the homebuyer's closing the City Junior Mortgage described in the Agreement.

Second. Grantee shall pay real estate taxes and assessments on the Property or any part thereof when due. Prior to the issuance by Grantor of a Certificate of Compliance (as hereafter defined) with regard to the Property, Grantee shall not encumber the Property, or portion thereof, except to secure financing solely to

obtain the First Mortgage (as such term is defined in the Agreement). Grantee shall not suffer or permit any levy or attachment to be made or any other encumbrance or lien to attach to the Property or portion thereof until Grantor issues a Certificate of Compliance with respect to the completion of the Single-Family Home on the Property (unless Grantee has taken such appropriate action to cause the Title Company (as such term is described in the Agreement) to insure over any title encumbrances caused by such liens or claims).

Third. Grantee shall construct the Single-Family Home on the Property in accordance with the terms of the Agreement. Grantee shall diligently proceed with the construction of such Single-Family Home to completion, which construction shall commence within three (3) months from the date of conveyance of the Deed by Grantor to Grantee, and shall be completed by Grantee within the time frame described in the Agreement.

Fourth. Until Grantor issues the Certificate with regard to the completion of the Single-Family Home, Grantee shall have no right to convey any right, title or interest in the Property without the prior written approval of Grantor, excepting as provided for in Section 8.2 of the Agreement.

Fifth. Grantee agrees for itself and any successor in interest not to discriminate based upon race, religion, color, sex, national origin or ancestry, age, handicap, sexual orientation, military status, parental status or source of income in the sale of the Single-Family Home improving the Property.

Sixth. Grantee shall comply with those certain employment obligations described in Section VII of the Agreement.

The covenants and agreements contained in the covenant numbered Fifth shall remain without any limitation as to time. The covenants and agreements contained in covenants numbered First, Second, Third, Fourth and Sixth shall terminate on the date Grantor issues the Certificate of Compliance with respect to the Property upon which the pertinent Single-Family Home is constructed, except that the termination of the covenant numbered Second shall in no way be construed to release Grantee from its obligation to pay real estate taxes and assessments on the Property or any part thereof.

In the event that subsequent to the conveyance of the Property and prior to delivery of the Certificate of Compliance by Grantor with regard to the completion of the Single-Family Home on the Property, Grantee defaults in or breaches any of the terms or conditions described in Section 6.3(b) of the Agreement or covenants First and Third in the Deed which have not been cured or remedied within the

period and in the manner provided for in the Agreement, Grantor may re-enter and take possession of the Property or portion thereof, terminate the estate conveyed by the Deed to Grantee as well as Grantee's right of title and all other rights and interests in and to the Property conveyed by the Deed to Grantee, and revest title in said Property or portion thereof with the City; provided, however, that said revesting of title in the City shall always be limited by, and shall not defeat, render invalid, or limit in any way, the lien of the First Mortgage (as defined in the Agreement) for the protection of the holders of the First Mortgage. The Property shall thereafter be developed in accordance with the terms of the Program and the Agreement, including but not limited to, Section 6.3(d) of the Agreement.

Notwithstanding any of the provisions of the Deed or the Agreement, including but not limited to those which are intended to be covenants running with the land, the holder of the First Mortgage or a holder who obtains title to the Property as a result of foreclosure of the First Mortgage shall not be obligated by the provisions of the Deed or the Agreement to construct or complete the construction of the pertinent Single-Family Home or guarantee such construction or completion, nor shall any covenant or any other provision in the Deed or the Agreement be construed to so obligate such holder. Nothing in this section or any section or provision of the Agreement or the Deed shall be construed to permit any such holder to devote the Property or any part thereof to a use or to construct improvements thereon other than those permitted in the Program.

In accordance with Section 4.8 of the Agreement, after the substantial completion of construction of the Single-Family Home improving the Property (as evidenced by, and based solely on, the issuance of the Conditional Certificate or Final Certificate by the Inspector), and provided that Developer has performed all of its other contractual obligations pursuant to the provisions contained in the Agreement and the objectives of the Program, Grantor shall furnish Grantee with an appropriate instrument in accordance with the terms of the Agreement ("Certificate of Compliance"). The Certificate of Compliance shall be issued by the City as a conclusive determination of satisfaction and termination of the covenants contained in the Agreement and Deed with respect to the obligations of Developer and its successors and assigns to complete such Single-Family Home and the dates for beginning and completion thereof. The Certificate shall not constitute evidence that Developer has complied with any applicable provisions of federal, state or local laws, ordinances and regulations with regard to the completion of the Single-Family Home in question, and shall not serve as any "guaranty" as to the quality of the construction of said structure.

In Witness Whereof, Grantor has caused this instrument to be duly executed in its name and behalf and its seal to be hereunto duly affixed and attested, by the Mayor and by the City Clerk, on or as of the _____ day of _____, 2007.

City of Chicago, a municipal corporation

By: _____
Richard M. Daley,
Mayor

Attest:

_____
Miguel del Valle,
City Clerk

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the City Clerk of the City of Chicago, a municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me acknowledged that as Clerk, he signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the City of Chicago, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2007.

_____
Notary Public

[Seal]

My commission expires: _____.

(Sub)Exhibit "H".
(To Agreement With The Strand Hotel, L.L.C.
Under New Homes For Chicago Program)

Allocation Of City Subsidy Per Unit Type.

1. Up To Three Hundred Sixty Thousand Dollars ($360,000) In Corporate Funds. For household incomes at or below one hundred percent (100%) A.M.I., Ten Thousand Dollars ($10,000) in Purchase Price Assistance for each of the thirty-six (36) affordable Single-Family Homes.

2. Up To One Million Eighty Thousand Dollars ($1,080,000) In HOME Funds. For up to thirty-six (36) affordable Single-Family Homes, buyers with household incomes between eighty percent (80%) and sixty-one percent (61%) A.M.I. will be eligible to receive up to Twenty Thousand Dollars ($20,000) in Additional Purchase Price Assistance. Buyers with household incomes at or below sixty percent (60%) A.M.I. will be eligible to receive up to Thirty Thousand Dollars ($30,000) in Additional Purchase Price Assistance.

3. Up To Five Hundred Thousand Dollars ($500,000) In DDA Purchase Price Subsidy. Up to approximately Thirteen Thousand Three Hundred Seventy Dollars ($13,370) in DDA Purchase Price Subsidy assistance for all thirty-six (36) homes, subject to Section 4.5(b)(2).

(Sub)Exhibit "J".
(To Agreement With The Strand Hotel, L.L.C.
Under New Homes For Chicago Program)

Inspector's Certificate.

Architect's Certificate For Payment.

In accordance with the Contract Documents, based on on-site observations and the date comprising the above application, the undersigned Architect certifies to the City of Chicago that to the best of the Architect's knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the Amount Certified. This Certificate is not negotiable. The Amount Certified is payable only

to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Amount Certified: $_____

Architect: _____

By: _____

(Sub)Exhibit "K".
(To Agreement With The Strand Hotel, L.L.C.
Under New Homes For Chicago Program)

*Final Sales Pricing Of Units.**
(Exclusive Of Upgrades And Extras)

Cost Summary for a Homebuyer at or below one hundred percent (100%) A.M.I.:

Total Development Cost:	$208,370
Available Purchase Price Subsidy:	10,000
Available DDA Purchase Price Subsidy:	20,000
Total Sales Price:	$178,370

Cost Summary for a Homebuyer between eighty percent (80%) and sixty-one percent (61%) A.M.I.:

Total Development Costs:	$208,370
Available Purchase Price Subsidy:	10,000
Available HOME Purchase Price Subsidy:	20,000

* Note: The above tables are for illustrative purposes only. The availability of all subsidies is subject to the terms and conditions of the Redevelopment Agreement.

Available DDA Purchase Price Subsidy:	$ 20,000
Total Sales Price:	158,370

Cost Summary for a Homebuyer at or below sixty percent (60%) A.M.I.:

Total Development Cost:	$208,370
Available Purchase Price Subsidy:	10,000
Available HOME Purchase Price Subsidy:	30,000
Available DDA Purchase Price Subsidy:	20,000
Total Sales Price:	$148,370

Exhibit "B".
(To Ordinance)

List Of City Lots.

(Subject To Final Survey And Title Commitment)

Addresses:

6315 South Cottage Grove Avenue
(existing hotel building); and

6314 South Maryland Avenue
(vacant parcel for parking).

Permanent Index Numbers:

20-23-100-004; and

20-23-100-007.

Exhibit "C".
(To Ordinance)

Fee Waivers -- Multi-Family Project.

(New Homes For Chicago And City Lots For City Living Programs)

Department Of Construction And Permits.

Waiver of Plan Review, Permit and Inspection Fees:

A. Building Permit:

Zoning.

Construction/Architectural/Structural.

Internal Plumbing.

H.V.A.C.

Water for Construction.

Smoke Abatement.

B. Electrical Permit:

Service and Wiring.

C. Elevator Permit (if applicable).

D. Wrecking Permit (if applicable).

E. Fencing Permit (if applicable).

F. Sprinkler-piping.

G. Fees for the review of building plans for compliance with accessibility codes by the Mayor's Office for People with Disabilities imposed by Section 13-32-310(2) of the Municipal Code of Chicago.

Department Of Water Management.

Tap Fees.

Cut and Seal Fees.

Sealing Permit Fees.

Permit (connection) and Inspection Fees.

Demolition fees for existing water tap are waived.

Water liens against City-owned lots only are waived.
(Fees to purchase B-boxes and remote read-outs are not waived.)

Department Of Transportation.

Street Opening Fees.

Driveway Permit Fees.

Use of Public Way Fees.

Department Of Planning And Development.

An Open Space Impact fees of One Hundred Dollars ($100) per unit will be assessed to the developer to be paid to the City of Chicago as a condition of issuance of a building permit.

Department Of Streets And Sanitation.

Street opening or patching fees, deposits or bonds are not waived at this time.

Department Of Transportation.

Curbs, gutters and sidewalks are provided on an as-needed basis. Street and alley repairs or repaving are not provided.

Department Of Housing.

Trees and sod in parkways are provided on an as-needed basis in coordination with the Department of Transportation's reconstruction of sidewalks, curbs and gutters.

Department Of Zoning.

Zoning approval is required as part of the building permit process and is covered under the building permit fee schedule described above. However, any private legal work, such as giving notice to nearby property owners if a zoning change is requested, is not waived.

AUTHORIZATION FOR ACQUISITION OF PROPERTY AT 5406 AND 5408 NORTH BROADWAY FOR EXPANSION OF BROMANN PLAYLOT PARK.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development authorizing the acquisition of property at 5406 North Broadway and 5408 North Broadway, having 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 vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The Chicago Plan Commission, the Chicago Park District ("C.P.D.") and the City Council of the City have previously prepared and approved that certain planning document entitled, "CitySpace: An Open Space Plan For Chicago", dated January ,1998 (the "Open Space Plan"), which set forth certain goals and objectives for increasing open space in the City; and

WHEREAS, The Open Space Plan set a minimum standard of two (2) acres of open space per one thousand (1,000) residents in a community area; and

WHEREAS, The Open Space Plan found that the Edgewater community area needed twenty-six and eighty-three hundredths (26.83) acres of additional public open space to meet the minimum standard of two (2) acres of open space per one thousand (1,000) residents; and

WHEREAS, The City Council of the City ("City Council") finds that there is a shortage of public open space and public parks in the Edgewater neighborhood and the shortage is a serious issue for the community; and

WHEREAS, The City Council finds that open space and public parks are essential to the general health, safety and welfare of the City; and

WHEREAS, The City Council finds that the establishment of additional public open space and public parks is essential to the general health, safety and welfare of the City; and

WHEREAS, The Department of Planning and Development ("D.P.D.") and the City Council finds that it is useful, necessary and desirable to acquire the parcels of real property identified on Exhibit A attached hereto and made a part hereof (the "Acquisition Parcels") for public ownership and use and for the purpose of establishing such additional public open space and public park space; and

WHEREAS, By Resolution Number 07-CDC-76, adopted by the Community Development Commission of the City of Chicago ("Commission") on August 14, 2007, the Commission has recommended the acquisition of the Acquisition Parcels; and

WHEREAS, D.P.D. and the City now desire to seek approval for such acquisitions and the City's subsequent conveyance of the Acquisition Parcels to the Chicago Park District, a body politic and corporate and a unit of local government under Article VII, Section 1 of the 1970 Constitution of the State of Illinois (the "Park District"); now, therefore,

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

SECTION 1. The foregoing recitals, findings and statements of fact are hereby adopted as the findings of the City Council.

SECTION 2. It is hereby determined, declared and found that it is useful, desirable and necessary that the City of Chicago acquire the Acquisition Parcels for the public purpose of expanding Bromann Playlot Park, located at 5400 North Broadway, to establish additional public open space and public park space.

SECTION 3. The Corporation Counsel is authorized to negotiate for the acquisition by the City of the Acquisition Parcels. If the Corporation Counsel and the owner(s) of an Acquisition Parcel are able to agree on the terms of the purchase, the Corporation Counsel is authorized to negotiate a purchase contract for such Acquisition Parcel on behalf of the City for the agreed price and the City is authorized to accept the conveyance of such Acquisition Parcel. The City anticipates subsequently conveying the Acquisition Parcel to the Chicago Park District, which conveyance shall be subject to the further approval of City Council. If the Corporation Counsel is unable to agree with the owner(s) of the Acquisition Parcels on the terms of the purchase, or if the owner(s) is or are incapable of entering into such a transaction with the City, or if the owner(s) cannot be located, then the Corporation Counsel is authorized to institute and prosecute condemnation proceedings on behalf of the City for the purpose of acquiring fee simple title to the Acquisition Parcels under the City's power of eminent domain. Such acquisition efforts shall commence with respect to the Acquisition Parcel at 5408 North Broadway, which is vacant land, within ten (10) years of the date of the publication of this ordinance, and as to the Acquisition Parcel at 5406 North Broadway, which is an improved parcel, within four (4) years of the date of the publication of this ordinance. Commencement shall be deemed to have occurred within such period upon the City's delivery of an offer letter to the owner(s) of the Acquisition Parcels.

SECTION 4. The City Council hereby approves the conveyance of the Acquisition Parcels to the Park District for park and open space use for the sum of One and no/00 Dollars ($1.00).

SECTION 5. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed or quitclaim deeds conveying the Acquisition Parcels to the Park District for park and open space use.

SECTION 6. The Commissioner of the Department of Planning and Development is authorized to execute such documents as may be necessary to implement the provisions of this ordinance, subject to the approval of the Corporation Counsel.

SECTION 7. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 8. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 9. This ordinance shall be effective upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Acquisition Parcels.

(Subject To Final Title Commitment And Survey)

Addresses :

5406 North Broadway (Improved Parcel); and

5408 North Broadway (Vacant Parcel)
Chicago, Illinois.

Permanent Index Numbers:

14-08-113-030; and

14-08-113-029.

AUTHORIZATION FOR ACQUISITION OF PROPERTY AT VARIOUS LOCATIONS FOR CONSTRUCTION OF NEW PUBLIC SCHOOLS.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred ordinances by the Public Building Commission authorizing the acquisition of property at 2101 -- 2147 West 47th Street, 2100 -- 2148 West 47th Place and 4736 South Hoyne Avenue, and the southwest corner of 53rd Street and South St. Louis Avenue, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

Alderman Carothers 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):

2101 -- 2147 West 47th Street, 2100 -- 2148 West 47th Place And 4736 South Hoyne Avenue.

WHEREAS, Pursuant to the provisions of an Act to authorize the creation of public building commissions and to define their rights, powers and duties, as amended (the "Act"), the City Council (the "City Council") of the City of Chicago (the "City") created the Public Building Commission of Chicago (the "Commission") for the purpose of facilitating the construction of public buildings and improvements; and

WHEREAS, At the request of the City, the Commission has heretofore undertaken a program involving the acquisition, construction, alteration, repair, renovation, rehabilitation, enlargement and improvement of public schools and related ancillary facilities for use by the Board of Education of the City of Chicago (the "Board"); and

WHEREAS, On December 20, 2006, the members of the Board adopted Resolution 06-1220-RS6 authorizing intergovernmental agreements between the Board, the City and the Commission for the acquisition of property, the design and construction of new public schools and the rehabilitation and renovation of existing schools by the Commission on behalf of the Board; and

WHEREAS, On June 27, 2007, the members of the Board requested that the Commission acquire certain property located at the southwest corner of 47th Street and Hoyne Avenue, Chicago, Illinois and legally described on Exhibit A hereof (the "Property"), with funds to be provided by or on behalf of the Board, for acquisition and construction of a new high school and ancillary improvements to relieve overcrowding in the Back of the Yards area of the City; and

WHEREAS, By resolution adopted on July 10, 2007, the Board of Commissioners of the Commission selected, located and designated the Property for acquisition, by deed or by the exercise of eminent domain, and construction thereon of a new public high school for the benefit and use of the Board; and

WHEREAS, The Property, which lies wholly within the territorial limits of the City, is conveniently located and of sufficient size to accomplish and effectuate the aforesaid purposes and provide appropriate architectural settings and adequate landscaping for such purposes; and

WHEREAS, Pursuant to the requirements of Section 14 of the Act, the Board has requested that the City Council approve the Property, so selected, located and designated by the Commission, as a site to be acquired for construction of a new public high school and ancillary improvements in the City on behalf of the Board; and

WHEREAS, The City of Chicago is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its governmental affairs; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council and are incorporated herein by reference.

SECTION 2. It is hereby determined and declared that it is useful, desirable and necessary for the Commission, on behalf of the Board, to acquire the Property legally described on Exhibit A for the public purposes set forth in the recitals. The City hereby approves the selection, location and designation of the Property, for acquisition, development and construction of a new public high school and ancillary improvements by the Commission.

SECTION 3. The City approves the Commission's authority to negotiate with the owner(s) for the purchase of the Property. If the Commission and the owner(s) are able to agree on the terms of the purchase, the Commission is authorized to purchase the Property on behalf of the City in trust for the use of schools for the agreed price. If the Commission is unable to agree with the owner(s) of the Property on the terms of the purchase, or if the owner(s) is or are incapable of entering into such a transaction with the Commission, or if the owner(s) cannot be located, the City consents to the Commission's institution and prosecution of condemnation proceedings for the purpose of acquiring fee simple title to the Property under the Commission's power of eminent domain.

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 5. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall be effective immediately upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Property Located At The Southwest Corner
Of 47th Street And Hoyne Avenue
Chicago, Illinois 60609.

Parcel I.

Addresses:

2101 -- 2147 West 47th Street;

2100 -- 2148 West 47th Place; and

4736 South Hoyne Avenue
Chicago, Illinois 60609.

Permanent Index Numbers:

20-07-107-002 through and including 016;

20-07-107-036; and

20-07-107-037.

Legal Description:

Lots 1 through 20, inclusive, and Lots 27 through 46 inclusive, together with the vacated alley lying south of Lots 1 through 20 and north of Lots 27 through 46 and vacated 47th Place lying south of and adjacent to Lots 27 through 46 all in B.F. Jacob's Subdivision of the north half of Block 14 of Stone and Whitney's Subdivision of the west half of the southeast quarter of Section 6 and the north half and west half of the southeast quarter of Section 7, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

Also,

the north 120 feet of Lot 1 as measured on the east line of Lot 1 in the consolidation of part of Blocks 14 and 19 of Stone and Whitney's Subdivision of the west half of the southeast quarter of Section 6 and the north half and west half of the southeast quarter of Section 7, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

West 53rd Street And South St. Louis Avenue.

WHEREAS, Pursuant to the provisions of an Act to authorize the creation of public building commissions and to define their rights, powers and duties, as amended (the "Act"), the City Council (the "City Council") of the City of Chicago (the "City") created the Public Building Commission of Chicago (the "Commission") for the purpose of facilitating the construction of public buildings and improvements; and

WHEREAS, At the request of the City, the Commission has heretofore undertaken a program involving the acquisition, construction, alteration, repair, renovation, rehabilitation, enlargement and improvement of public schools and related ancillary facilities for use by the Board of Education of the City of Chicago (the "Board"); and

WHEREAS, On December 20, 2006, the members of the Board adopted Resolution 06-1220-RS6 authorizing intergovernmental agreements between the Board, the City and the Commission for the acquisition of property, the design and construction of new public schools and the rehabilitation and renovation of existing schools by the Commission on behalf of the Board; and

WHEREAS, On June 27, 2007, the members of the Board requested that the Commission acquire certain property located at the southwest corner of 53rd Street and St. Louis Avenue, Chicago, Illinois and legally described on Exhibit A hereof (the "Property") with funds to be provided by or on behalf of the Board, for acquisition and construction of a new high school and ancillary improvements to relieve overcrowding at Kelly, Curie and Gage Park High Schools in the City; and

WHEREAS, By resolution adopted on July 10, 2007, the Board of Commissioners of the Commission selected, located and designated the Property for acquisition, by deed or by the exercise of eminent domain, and construction thereon of a new public high school for the benefit and use of the Board; and

WHEREAS, The Property, which lies wholly within the territorial limits of the City, is conveniently located and of sufficient size to accomplish and effectuate the aforesaid purposes and provide appropriate architectural settings and adequate landscaping for such purposes; and

WHEREAS, Pursuant to the requirements of Section 14 of the Act, the Board has requested that the City Council approve the Property, so selected, located and designated by the Commission, as a site to be acquired for construction of a new public high school and ancillary improvements in the City on behalf of the Board; and

WHEREAS, The City of Chicago is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its governmental affairs; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council and are incorporated herein by reference.

SECTION 2. It is hereby determined and declared that it is useful, desirable and necessary for the Commission, on behalf of the Board, to acquire the Property legally described on Exhibit A for the public purposes set forth in the recitals. The City hereby approves the selection, location and designation of the Property, for acquisition, development and construction of a new public high school and ancillary improvements by the Commission.

SECTION 3. The City approves the Commission's authority to negotiate with the owner(s) for the purchase of the Property. If the Commission and the owner(s) are able to agree on the terms of the purchase, the Commission is authorized to purchase the Property on behalf of the City in Trust for the Use of Schools for the agreed price. If the Commission is unable to agree with the owner(s) of the Property on the terms of the purchase, or if the owner(s) is or are incapable of entering into such a transaction with the Commission, or if the owner(s) cannot be located, the City consents to the Commission's institution and prosecution of condemnation proceedings for the purpose of acquiring fee simple title to the Property under the Commission's power of eminent domain.

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 5. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall be effective immediately upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Property Located At The Southwest Corner Of 53rd Street And St. Louis Avenue Chicago, Illinois 60632.

Parcel I.

Address:

West 53rd Street and South St. Louis Avenue
Chicago, Illinois 60632.

Permanent Index Number:

19-11-400-007 (part of).

Legal Description:

A 9.88 acre parcel of land in the southeast quarter of Section 11, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois further described as follows:

beginning at the intersection of a line 494 feet north of West 55th Street (527 feet north of the south line of the southeast quarter) and the east line of the Grand Trunk Western Railroad right-of-way, which is 50.00 feet east of the west line of the southeast quarter; thence north along said east line parallel with the west line of said southeast quarter, a distance of 736.4 feet; thence east along a line parallel with the south line of the southeast quarter a distance of 585.58 feet to the west line of South St. Louis Avenue; thence south along said west line of South St. Louis Avenue a distance of 736.4 feet to a line 494 feet north of West 55th Street and 527 feet north of the south line of the southeast quarter; thence west along said parallel line a distance of 585.49 feet to the point of beginning. Said 9.88 acres is immediately north of and adjacent to the 6.64 acres of land purchased by the City of Chicago in trust for use of schools from the Grand Trunk Western Railroad by deed dated December 20, 2002, recorded on December 30, 2002 as Document Number 0021452867.

Property Boundaries:

West 53rd Street (if extended) on the north; South St. Louis Avenue on the east; a line 494 feet north of the north line of West 55th Street on the south; and the former Grand Trunk Western Railroad right-of-way on the west (South Central Park Avenue as extended).

AUTHORIZATION FOR PURCHASE OF PROPERTY AT 3415 SOUTH CALUMET AVENUE FOR USE AS ADDITIONAL PARKING FOR CHICAGO FIRE ENGINE COMPANY NUMBER 19.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance

by the Department of General Services authorizing the acquisition of property at 3415 South Calumet Avenue, having 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 vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City owns a fire station at 3421 South Calumet Avenue for use as Fire Engine Company Number 19 and would like to purchase the adjacent property at 3415 South Calumet Avenue Chicago, Illinois ("Property") containing approximately three thousand one hundred thirteen (3,113) feet of vacant land to be used as additional parking for Fire Engine Company Number 19. The Property has been assigned Permanent Index Number 17-34-123-036 and is legally described on Exhibit A attached hereto; and

WHEREAS, The City Council of the City finds that it is useful, necessary and advantageous for the City to acquire the real property located at 3415 South Calumet Avenue, Chicago, Illinois and assigned Permanent Index Number 17-34-123-036 (subject to final title commitment and survey), for municipal purposes and public ownership and control, namely as parking for the Department of Fire; and

WHEREAS, The Department of Fire and the Commissioner of the Department of General Services ("Commissioner") have also determined that the acquisition of the Property is useful, desirable and necessary for the ownership and use thereof by the City;

WHEREAS, The City, with the assistance of a licensed Illinois Certified General Appraiser, namely Byrnes, Houlihan & Walsh L.L.C., had the Property appraised for purchase and prior use (the "City Appraisal"). The amount of the City Appraisal is One Hundred Eighty-two Thousand and no/100 Dollars ($182,000.00); and

WHEREAS, The Property is owned by the Marion Lindsey Trust ("Owner"); and

WHEREAS, The Corporation Counsel has negotiated a purchase price for the Property in the amount of One Hundred Eighty-two Thousand and no/100 Dollars ($182,000.00) ("Purchase Price") and have negotiated the principal business terms applicable to the City's purchase of the Property as set forth in the term sheet attached hereto as Exhibit B ("Term Sheet"); and

WHEREAS, The City, acting by and through the Department of General Services, desires to purchase the Property from the Owner for the Purchase Price; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The City's purchase of the Property from the Owner for the Purchase Price of One Hundred Eighty-two Thousand and no/100 Dollars ($182,000.00) is hereby approved, subject to the terms and conditions set forth in the Term Sheet.

SECTION 3. The Commissioner of the Department of General Services ("Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a purchase agreement for the Property for the Purchase Price, subject to the other terms and conditions of the Term Sheet, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Term Sheet to consummate the City's purchase of the Property and to accept a deed to the Property.

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 5. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall take effect immediately upon its passage and approval.

Exhibits "A" and "B" referred to in this ordinance read as follows:

Exhibit "A".

Legal Description (subject to title commitment and survey):

Lot 34 in Fowler's Subdivision of Lots 7 and 10 of Block 2 of Dyer and Davisson's Subdivision in Section 34, Township 39 North, Range 14, in Cook County, Illinois.

Common Address:

3415 South Calumet Avenue.

Property Index Number:

17-34-123-036.

Exhibit "B".

Term Sheet For The Purchase Of
3415 South Calumet Avenue, Chicago, Illinois.

Property Owner:	Marion Lindsey Trust.
Sole Beneficiary of Trust:	Marion Lindsey.

Purchaser:	City of Chicago, by and through its Department of General Services.
Agreement:	Purchase of Property shall be subject to a purchase agreement negotiated between the City and Owner. The City shall purchase the Property in its "as is" condition free and clear of all tenancies.
Purchase Price:	One Hundred Eighty-two Thousand and no/100 Dollars ($182,000.00) plus closing costs, to be paid on the closing date by cash or certified check.
Closing Date:	Closing to occur at a date mutually agreed to by the Parties.
Purpose and Use of Property:	Parking for fire station at 3421 South Calumet Avenue.
Title Insurance:	Not less than ten (10) days prior to the closing date, the Owner at its own expense shall deliver to the City of Chicago, as Purchaser, a commitment for title insurance in the amount of the purchase price showing marketable title in the owner.

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT AT 4909 WEST DIVISION STREET FOR DEPARTMENT OF HEALTH.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing the execution of a lease agreement at 4909 West Division Street, having 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 vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

Alderman Carothers 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 the Department of General Services is authorized to execute, on behalf of the City of Chicago, a lease with Westside Holistic Family Center, Inc., as landlord, for approximately one thousand four hundred (1,400) square feet of office space located on the second (2nd) floor at 4909 West Division Street, for use by the Department of Health, as tenant; such lease to be approved by the Commissioner of the Department of Health and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement immediately follows
Section 2 of this ordinance.]

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

Lease Agreement referred to in this ordinance reads as follows:

Lease Number 10067.

This lease is made and entered into this _____ of _____, 2007, by and between Westside Holistic Family Center, Inc., an Illinois not-for-profit corporation (hereinafter referred to as "Landlord") and the City of Chicago, an Illinois municipal corporation (hereinafter referred to as "Tenant").

Recitals.

Whereas, Landlord is the owner of the premises more commonly known as 4909 West Division Street, Chicago, Cook County, Illinois; and

Whereas, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord, approximately one thousand four hundred (1,400) square feet of second (2nd) floor office space located at 4909 West Division Street to be used by the Department of Health as its Women, Infant and Children Program;

Now, Therefore, In consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

Section 1.

Grant.

Landlord hereby leases to Tenant the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

approximately one thousand four hundred (1,400) square feet of second (2nd) floor office space located on that certain parcel of real estate more commonly known as 4909 West Division Street, Chicago, Illinois (the "Premises").

Section 2.

Term.

The term of this lease ("Term") shall commence on November 1, 2007 ("Commencement Date"), and shall end on October 31, 2012, unless sooner terminated as set forth in this lease.

Section 3.

Rent, Taxes And Utilities.

3.1 Rent.

Tenant shall pay base rent for the Premises in the amount of:

a) One Thousand Five Hundred Twenty-six and no/100 Dollars ($1,526.00) per month for the period beginning on November 1, 2007 and ending on October 31, 2008.

b) One Thousand Five Hundred Fifty-six and no/100 Dollars ($1,556.00) per month for the period beginning on November 1, 2008 and ending on October 31, 2009.

c) One Thousand Five Hundred Eighty-eight and no/100 Dollars ($1,588.00) per month for the period beginning on November 1, 2009 and ending on October 31, 2010.

d) One Thousand Six Hundred Twenty and no/100 Dollars ($1,620.00) per month for the period beginning on November 1, 2010 and ending on October 31, 2011.

e) One Thousand Six Hundred Fifty-three and no/100 Dollars ($1,653.00) per month for the period beginning on November 1, 2011 and ending on October 31, 2012.

Rent shall be paid to Landlord at Westside Holistic Family Center, Inc., 4909 West Division Street, Chicago, Illinois 60651, or at such place as Landlord may, from time to time, hereby designate in writing to Tenant.

3.2 Taxes And Other Levies.

Landlord shall pay when due all real estate taxes, duties, assessments, heat, gas, electricity for air-conditioning, sewer and water charges and other levies assessed against the Premises, except for those charges which this lease specifies that Tenant shall pay.

3.3 Utilities.

Tenant shall pay when due all charges for electricity as metered for outlets only, and telephone or other communication service, and all other utility services used in or supplied to the Premises, except for those charges which this lease specifies that Landlord shall pay.

Section 4.

Condition And Enjoyment Of Premises, Alterations And Additions, Surrender.

4.1 Condition Of Premises Upon Delivery Of Possession.

Landlord covenants that the Premises shall, at the time of delivery of possession to Tenant:

(a) comply in all respects with all laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments, ("Law") which may be applicable to the Premises or to the use or manner of use of the Premises;

(b) contain no environmentally hazardous materials.

Landlord's duty under this section of the lease shall survive Tenant's acceptance of the Premises.

4.2 Covenant Of Quiet Enjoyment.

Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy

and enjoy the Premises (subject to the provisions of this lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

4.3 Landlord's Duty To Maintain Premises And Right Of Access.

Unless otherwise provided in this lease, Landlord shall, at Landlord's expense, keep the Premises in a condition of thorough repair and good order, and in compliance with all applicable provisions of the Municipal Code of the City of Chicago, including but not limited to those provisions in Title 13 ("Building and Construction"), Title 14 ("Electrical Equipment and Installation"), Title 15 ("Fire Prevention") and all applicable landscape ordinances. If Landlord shall refuse or neglect to make needed repairs within ten (10) days after mailing of written notice thereof sent by Tenant, unless such repair cannot be remedied within ten (10) days, and Landlord shall have commenced and is diligently pursuing all necessary action to remedy such repair, Tenant is authorized to make such repairs and to deduct the cost thereof from rents accruing under this lease or Tenant can immediately terminate this lease by providing the Landlord with written notice of termination for cause sent by certified or registered mail to the address cited herein. Landlord shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises, provided that except in the case of emergencies, Landlord shall first give notice to Tenant of its desire to enter the Premises and will schedule its entry so as to minimize any interference with Tenant's use of Premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors or as otherwise necessary in the operation or protection of the Premises.

4.4 Use Of The Premises.

Tenant shall not use the Premises in a manner that would violate any Law. Tenant or replacement City agency shall use and occupy the Premises for Health Services and/or other City services if appropriate. Tenant further covenants not to do or suffer any waste or damage, comply in all respects with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises, disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof.

4.5 Alterations And Additions.

Tenant shall have the right to make such alterations, additions and improvements on the Premises as it shall deem necessary, provided that any such alterations, additions and improvements shall be in full compliance with the applicable Law and

provided that Tenant has obtained the prior written consent of Landlord. Landlord shall not unreasonably withhold consent.

Section 5.

Assignment, Sublease And Liens.

5.1 Assignment And Sublease.

Tenant shall not assign this lease in whole or in part, or sublet the Premises or any part thereof without the written consent of Landlord in each instance. Landlord shall not unreasonably withhold consent.

5.2 Tenant's Covenant Against Liens.

Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only.

Section 6.

Insurance And Indemnification.

6.1 Insurance.

The Landlord shall procure and maintain at all times, at Landlord's own expense, during the Term of this lease, the insurance coverages and requirements specified below, insuring all operations related to the lease.

The kinds and amounts of insurance required are as follows:

(a) Workers' Compensation And Occupational Disease Insurance.

Workers' Compensation and Employer's Liability Insurance, in accordance with the laws of the State of Illinois or any other applicable jurisdiction, covering all employees and Employer's Liability coverage with limits of not less than One Hundred Thousand Dollars ($100,000) each accident or illness.

(b) Commercial Liability Insurance (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than One Million Dollars ($1,000,000) per occurrence, for bodily injury, personal injury and property damage liability. Coverage extensions shall include the following: all premises and operations, products/completed operations, defense, separation of insureds and contractual liability (with no limitation endorsement). The City of Chicago, its employees, elected officials, agents and representatives are to be named as additional insureds on a primary, noncontributory basis for any liability arising directly or indirectly from the lease.

(c) Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Landlord shall provide Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence, for bodily injury and property damage.

(d) All Risk Property Insurance.

All risk property insurance coverage shall be maintained by the Landlord for full replacement value to protect against loss, damage to or destruction of property.

The Landlord shall be responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies), owned or rented by the Landlord.

6.2 Other Terms Of Insurance.

The Landlord will furnish the City of Chicago, Department of General Services, Office of Real Estate Management, 30 North LaSalle Street -- Suite 3700, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this lease, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this lease. The Landlord shall submit evidence on insurance prior to lease award. The receipt of any certificates does not constitute agreement by the City that the insurance requirements in the lease have been fully met or that

the insurance policies indicated on the certificate are in compliance with all lease requirements. The failure of the City to obtain certificates or other insurance evidence from Landlord shall not be deemed to be a waiver by the City. The Landlord shall advise all insurers of the lease provisions regarding insurance. Nonconforming insurance shall not relieve Landlord of its obligation to provide Insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the lease, and the City retains the right to terminate the lease until proper evidence of insurance is provided.

The insurance shall provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed.

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by Landlord.

The Landlord agrees that insurers shall waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The Landlord expressly understands and agrees that any coverages and limits furnished by Landlord shall in no way limit the Landlord's liabilities and responsibilities specified within the lease documents or by Law.

The Landlord expressly understands and agrees that any insurance or self-insurance programs maintained by the City of Chicago shall apply in excess of and not contribute with insurance provided by the Landlord under the lease.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of Law.

The City of Chicago, Department of Finance, Office of Risk Management, maintains the right to modify, delete, alter or change these requirements.

6.3 Landlord's Indemnification.

Landlord shall indemnify and hold Tenant harmless against all liabilities, judgment costs, damages and expenses which may accrue against, be charged to, or be recovered from Tenant by reason of Landlord's actions or negligent performance of or failure to perform any of its obligations under this lease.

Section 7.

Damage Or Destruction.

7.1 Damage Or Destruction.

If the Premises are damaged or destroyed by fire or other casualty to such extent that Tenant cannot continue, occupy or conduct its normal business therein, or if, in Tenant's opinion, the Premises are rendered untenantable, Tenant shall have the option to declare this lease terminated as of the date of such damage or destruction by giving Landlord written notice to such effect. If Tenant exercises this option, the rent shall be apportioned as of the date of such damage or destruction and Landlord shall forthwith repay to Tenant all prepaid rent.

Section 8.

Conflict Of Interest And Governmental Ethics.

8.1 Conflict Of Interest.

No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any financial interest (as defined in Chapter 2-156 of the Municipal Code), either direct or indirect, in the Premises; nor shall any such official, employee or member participate in making or in any way attempt to use his position to influence any City governmental decision or action with respect to this lease.

8.2 Duty To Comply With Governmental Ethics Ordinance.

Landlord and Tenant shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120, which states that no payment, gratuity or offer of employment shall be made in connection with any City of Chicago contract as an inducement for the award of that contract or order. Any contract negotiated, entered into or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City of Chicago.

Section 9.

Holding Over.

9.1 Holding Over.

Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning November 1, 2012 and the rent shall be at the same rate as set forth in Section 3.1(e) of this lease.

Section 10.

Miscellaneous.

10.1 Notice.

All notices, demands and requests which may be or are required to be given demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Landlord to Tenant shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid addressed to Tenant as follows:

Department of General Services
Office of Real Estate Management
30 North LaSalle Street -- Suite 3700
Chicago, Illinois 60602

or at such other place as Tenant may from time to time designate by written notice to Landlord and to Tenant at the Premises. All notices, demands and requests by Tenant to Landlord shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Landlord as follows:

Westside Holistic Family Center, Inc.
Attention: Gale Lindo/Marlene Rickmond
4909 West Division Street
Chicago, Illinois 60651

or at such other place as Landlord may from time to time designate by written notice to Tenant. Any notice, demand or request which shall be served upon Landlord by Tenant, or upon Tenant by Landlord, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

10.2 Partial Invalidity.

If any covenant, condition, provision, term or agreement of this lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this lease shall be valid and in force to the fullest extent permitted by Law.

10.3 Governing Law.

This lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

10.4 Entire Agreement.

All preliminary and contemporaneous negotiations are merged into and incorporated in this lease. This lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

10.5 Captions And Section Numbers.

The captions and section numbers appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this lease nor in any way affect this lease.

10.6 Binding Effect Of Lease.

The covenants, agreements, and obligations contained in this lease shall extend to, bind, and inure to the benefit of the parties hereto and their legal representatives, heirs, successors, and assigns.

10.7 Time Is Of The Essence.

Time is of the essence of this lease and of each and every provision hereof.

10.8 No Principal/Agent Or Partnership Relationship.

Nothing contained in this lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

10.9 Authorization To Execute Lease.

The parties executing this lease hereby represent and warrant that they are the duly authorized and acting representatives of Landlord and Tenant, respectively and that by their execution of this lease, it became the binding obligation of Landlord and Tenant, respectively, subject to no contingencies or conditions except as specifically provided herein.

10.10 Termination Of Lease.

Tenant shall have the right to terminate this lease by providing Landlord with sixty (60) days prior written notice anytime after commencement of this lease.

10.11 Force Majeure.

When a period of time is provided in this lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

10.12 Condemnation.

If the whole or any substantial part of the Premises are taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Premises, the Term of this lease shall, at the option of Landlord or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Landlord shall be entitled to receive the entire award without apportionment with Tenant. Rent shall be apportioned as of the date of Tenant's vacating as the result of said termination.

10.13 Federal Funding Restrictions.

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in the lease is payable in part from funds when made available from the Federal Government. As a result, if Tenant defaults in the payment of any sums required to be paid under this lease, the sole remedy of the Landlord shall be for possession of the demised Premises sixty (60) days from written notice from Landlord.

10.14 No Broker.

The Department of General Services does not use brokers, tenant representatives, or other finders. Tenant warrants to Landlord that no broker or finder (a) introduced Tenant to the Premises, (b) assisted Tenant in the negotiation of this lease, or (c) dealt with Tenant on Tenant's behalf in connection with the Premises or this lease. Landlord warrants to Tenant that no broker or finder (a) introduced Landlord to Tenant, (b) assisted Landlord in the negotiation of this lease, or (c) dealt with Landlord on Landlord's behalf in connection with the Premises or this lease.

Section 11.

Additional Responsibilities Of Landlord.

11.1 Repairs Upon Lease Execution.

Landlord shall complete the following repairs within sixty (60) days of lease execution:

a) paint the entire Premises;

b) replace stained ceiling tiles with matching ceiling tiles;

c) replace "yellowed" ceiling light lenses/covers;

d) strip and buff floors to remove all stains;

e) repair sink back splash;

f) install chair rail in waiting room and in offices;

g) include Chicago Department of Public Health to buildings existing external signage.

11.2 Custodial Services.

Landlord shall provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs, sweeping of any kind and moving of furniture for cleaning purposes only.

11.3 Water Service.

Landlord shall provide and pay for hot and domestic water for the Premises.

11.4 Plumbing.

Landlord shall maintain plumbing in good operable condition.

11.5 Fire Extinguishers.

Landlord shall provide and maintain required fire extinguishers on the Premises at all times. Landlord will not be responsible for vandalized or stolen fire extinguishers.

11.6 Maintenance.

Landlord shall provide engineering service for maintenance of the exterior and interior of the Premises, including all structural, mechanical and electrical components. Engineering service as used herein shall not be construed to mean cleaning, washing, replacing of light bulbs, or sweeping of any kind, or moving of furniture, et cetera, but shall refer strictly to service for the maintenance of the physical plant.

11.7 Air-Conditioning.

Landlord shall provide and pay for air-conditioning to the Premises whenever air-conditioning shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain the plant and equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

11.8 Heat.

Landlord shall provide and pay for heat to the Premises whenever heat shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain the plant and equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

11.9 Smoke Detectors.

Landlord shall provide and maintain smoke detectors.

11.10 Exterminator Service.

Landlord shall provide and pay for exterminator service whenever necessary.

11.11 Snow Removal.

Landlord shall provide and pay for prompt removal of snow and ice from sidewalks and parking lot which immediately abut the demised Premises.

11.12 Window Washing.

Landlord shall provide and pay for window washing of the outside only of all windows in the demised Premises on a reasonable basis.

11.13 Parking.

Landlord shall provide parking in building parking lot on a first-come-first-serve basis.

11.14 Unauthorized Improvements.

Any improvements to the Premises effectuated by Landlord on Tenant's behalf can only be performed upon written approval and concurrent Notice to Proceed from the Commissioner of the Department of General Services.

Approval from any other City department(s), other employee(s) of the Department of General Services, or anyone acting, or claiming to act, on Tenant's behalf shall be deemed invalid and of no force or effect.

Section 12.

Additional Responsibilities Of Tenant.

12.1 Broken Plate Glass.

Tenant shall replace any broken plate glass in leased Premises during Term of lease which is not caused by negligence of Landlord.

12.2 Tenant Signage.

Tenant reserves the right to install an appropriate sign on the front exterior of the Premises provided that it complies with federal, state and municipal Laws.

12.3 Condition Of Premises At Lease Termination.

Upon the termination of this lease, Tenant shall surrender the Premises to the Landlord in a comparable condition to the condition of the Premises at the beginning of this lease, with normal wear and tear taken into consideration.

12.4 Landlord Signage.

Tenant will allow Landlord to place upon Premises notices of rental signs not to exceed two (2) feet by two (2) feet in size.

12.5 Alarm Service.

Pay for monthly alarm service, if necessary.

12.6 Illegal Activity.

Tenant, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Premises or unreasonably disturbs other Tenants; is illegal; or increases the rate of insurance on the Premises.

12.7 Hazardous Materials.

Tenant shall keep out of Premises materials which cause a fire hazard or safety hazard and comply with reasonable requirements of Landlord's fire insurance carrier; not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances, thereto; and maintain the smoke detectors in the Premises in accordance with applicable law.

12.8 Repairs For Tenant Negligence, Vandalism Or Misuse.

Subject to approval as set forth herein, Tenant shall assume all responsibility for any repairs to the Premises necessitated by the negligence, vandalism, or misuse of the Premises or equipment therein by Tenant's employees, invitees, agents, or contractors. Landlord shall notify Tenant in writing of such damage. At Tenant's option, Tenant may perform such repairs with service providers suitable to Tenant and at Tenant's sole cost without further setoff or deduction. In the alternative, Tenant may direct Landlord in writing to perform said repairs subject to full reimbursement to Landlord of all costs associated with such repairs excluding any overhead and/or profit. Any repairs to the Premises effectuated by Landlord under this section shall only be performed by Landlord upon written approval and concurrent Notice to Proceed from the Commissioner of the Department of General Services. Repair approval from any other City department(s) or other employee(s) of the Department of General Services shall be deemed invalid and of no force or effect. Repairs made without said written approval and concurrent Notice to Proceed from the Commissioner of the Department of General Services shall not be reimbursable to Landlord.

Section 13.

Landlord Disclosures And Affirmations.

13.1 Business Relationships.

Westside Holistic Family Center, Inc: acknowledges (A) receipt of a copy of Section 2-156-030(b) of the Municipal Code of Chicago, (B) that it has read such provision and understands that pursuant to such Section 2-156-030(b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the

Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) notwithstanding anything to the contrary contained in this agreement, that a violation of Section 2-156-030(b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this agreement shall be grounds for termination of this agreement and the transactions contemplated hereby. Westside Holistic Family Center, Inc. hereby represents and warrants that no violation of Section 2-156-030(b) has occurred with respect to this lease agreement or the transactions contemplated hereby.

13.2 Patriot Act Certification.

Westside Holistic Family Center, Inc. represents and warrants that neither Westside Holistic Family Center, Inc. nor any Affiliate thereof (as defined in the next paragraph) is listed on any of the following lists maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, the Bureau of Industry and Security of the United States Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to Westside Holistic Family Center, Inc. that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Westside Holistic Family Center, Inc., and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

13.3 Prohibition On Certain Contributions -- Mayoral Executive Order Number 05-1.

Westside Holistic Family Center, Inc. agrees that Westside Holistic Family Center, Inc., any person or entity who directly or indirectly has an ownership or beneficial interest in Westside Holistic Family Center, Inc. of more than seven and five-tenths percent (7.5%) ("Owners"), spouses and domestic partners of such Owners, Westside Holistic Family Center, Inc.'s contractors (i.e., any person or entity in direct contractual privity with Westside Holistic Family Center, Inc. regarding the subject matter of this agreement) ("Contractors"), any person or entity who directly or

indirectly has an ownership or beneficial interest in any Contractor of more than seven and five-tenths percent (7.5%) ("Subowners") and spouses and domestic partners of such Subowners (Westside Holistic Family Center, Inc. and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fund-raising committee (i) after execution of this agreement by Westside Holistic Family Center, Inc., (ii) while this agreement or any Other Contract is executory, (iii) during the Term of this agreement or any Other Contract between Westside Holistic Family Center, Inc. and the City, or (iv) during any period while an extension of this agreement or any Other Contract is being sought or negotiated.

Westside Holistic Family Center, Inc. represents and warrants that from the date the City approached the Westside Holistic Family Center, Inc. or the date Westside Holistic Family Center, Inc. approached the City, as applicable, regarding the formulation of this agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fund-raising committee.

Westside Holistic Family Center, Inc. agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fund-raising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fund-raising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fund-raising committee.

Westside Holistic Family Center, Inc. agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order Number 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order Number 05-1.

Westside Holistic Family Center, Inc. agrees that a violation of, noncompliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order Number 05-1 constitutes a breach and default under this agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Westside Holistic Family Center, Inc. intentionally violates this provision or Mayoral Executive Order Number 05-1 prior to the closing of this agreement, the City may elect to decline to close the transaction contemplated by this agreement.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fund-raising committee.

"Other Contract" means any other agreement with the City of Chicago to which Westside Holistic Family Center, Inc. is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council of the City of Chicago.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

(A) they are each other's sole domestic partner, responsible for each other's common welfare; and

(B) neither party is married; and

(C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and

(D) each partner is at least eighteen (18) years of age, and the partners are the same sex, and the partners reside at the same residence; and

(E) two (2) of the following four (4) conditions exist for the partners:

1. The partners have been residing together for at least twelve (12) months.

2. The partners have common or joint ownership of a residence.

3. The partners have at least two (2) of the following arrangements:

   a. joint ownership of a motor vehicle;

   b. a joint credit account;

   c. a joint checking account;

d. a lease for a residence identifying both domestic partners as tenants.

4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fund-raising committee" means a "political fund-raising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

13.4 Waste Ordinance Provisions.

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Westside Holistic Family Center, Inc. warrants and represents that it and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this agreement is executory, Westside Holistic Family Center, Inc.'s, any general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this agreement, constitutes a breach of and an event of default under this agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the agreement, at law or in equity. This section does not limit Westside Holistic Family Center, Inc.'s, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this agreement. Noncompliance with these terms and conditions may be used by the City as grounds for the termination of this agreement, and may further affect the Westside Holistic Family Center, Inc.'s eligibility for future contract awards.

In Witness Whereof, The parties have executed this lease as of the day and year first above written.

Landlord:

By: Westside Holistic Family Center, Inc.

By: _____

Its: _____

Tenant:

City of Chicago, an Illinois municipal corporation

By: The Department of General Services

By: _____
Commissioner

Approved: The Department of Health

By: _____
Commissioner

Approved as to Form and Legality:

By: The Department of Law

By: _____
Deputy Corporation Counsel,
Real Estate Division

AUTHORIZATION FOR LEASE RENEWAL AGREEMENT AT 4400 WEST LAWRENCE AVENUE FOR CHICAGO PUBLIC LIBRARY/MAYFAIR BRANCH.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing the execution of a lease agreement at 4400 West Lawrence Avenue, having 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 vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

Alderman Carothers 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. The Commissioner of the Department of General Services is authorized to execute, on behalf of the City of Chicago, as tenant, a lease renewal with the John N. Rentas, as landlord, for approximately seven thousand six hundred five (7,605) square feet of space located at 4400 West Lawrence Avenue for use as the Mayfair Branch of the Chicago Public Library; such lease to be approved by the Chicago Public Library and approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement immediately follows Section 2 of this ordinance.]

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

Lease Agreement referred to in this ordinance read as follows:

Lease Number 19040.

This lease is made and entered into this _____ day of _____, 2007, by and between John N. Rentas (hereinafter referred to as "Landlord") and the City of Chicago, an Illinois municipal corporation (hereinafter referred to as "Tenant").

Recitals.

Whereas, Landlord is the owner of the premises more commonly known as 4400 West Lawrence Avenue, Chicago, Cook County, Illinois; and

Whereas, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord approximately seven thousand six hundred five (7,605) square feet of ground floor office space located at 4400 West Lawrence Avenue to be used by the Chicago Public Library as its Mayfair Branch;

Now, Therefore, In consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

Section 1.

Grant.

Landlord hereby leases to Tenant the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

approximately seven thousand six hundred five (7,605) square feet of office space located on that certain parcel of real estate more commonly known as 4400 West Lawrence Avenue, Chicago, Illinois (the "Premises").

Section 2.

Term.

The term of this lease ("Term") shall commence on May 1, 2007 ("Commencement Date"), and shall end on April 30, 2014, unless sooner terminated as set forth in this lease.

Section 3.

Rent, Taxes And Utilities.

3.1 Rent.

Tenant shall pay base rent for the Premises in the amount of:

a) Nine Thousand Five Hundred Fifty and no/100 Dollars ($9,550.00) per month for the period beginning on May 1, 2007 and ending on April 30, 2008.

b) Nine Thousand Eight Hundred Fifty and no/100 Dollars ($9,850.00) per month for the period beginning on May 1, 2008 and ending on April 30, 2009.

c) Ten Thousand One Hundred Fifty and no/100 Dollars ($10,150.00) per month for the period beginning on May 1, 2009 and ending on April 30, 2010.

d) Ten Thousand Four Hundred Fifty and no/100 Dollars ($10,450.00) per month for the period beginning on May 1, 2010 and ending on April 30, 2011.

e) Ten Thousand Eight Hundred and no/100 Dollars ($10,800.00) per month for the period beginning on May 1, 2011 and ending on April 30, 2012.

f) Eleven Thousand One Hundred Fifty and no/100 Dollars ($11,150.00) per month for the period beginning on May 1, 2012 and ending on April 30, 2013.

g) Eleven Thousand Five Hundred and no/100 Dollars ($11,500.00) per month for the period beginning on May 1, 2013 and ending on April 30, 2014.

Rent shall be paid to landlord at John N. Rentas, Suite Number 23-B, 1040 North Lake Shore Drive, Chicago, Illinois 60611, or at such place as Landlord may from time to time, hereby designate in writing to Tenant.

3.2 Tenant Allowance.

Tenant shall receive a one-time tenant allowance in the amount of Ten Thousand Eight Hundred and no/100 Dollars ($10,800.00) for the month of June, 2011. Tenant may choose to apply this one-time tenant allowance towards rent for the month of June, 2011. In the alternative, Tenant may direct Landlord to apply this one-time tenant allowance towards site improvements or any other site expenditures reasonably related to Tenant's library operations as determined by Tenant ("Operational Enhancements"). For such Operational Enhancements, Landlord shall provide Tenant with final estimates from contractors and vendors customarily used by Landlord. The costs of such Operational Enhancements shall be for actual costs only and shall not include costs for Landlord's profit or any other Landlord markup. In the event that Tenant elects to apply this one-time tenant allowance towards Operational Enhancements and such actual costs do not total Ten Thousand Eight Hundred and no/100 Dollars ($10,800.00), any amount thereafter remaining in the tenant allowance amount shall be applied to reduce the rental amounts thereafter due. Provided, however, that in the event such actual costs exceed Ten Thousand Eight Hundred and no/100 Dollars ($10,800.00), Tenant shall assume full responsibility for actual costs that exceed the tenant allowance amount. Tenant, through its Commissioner of the Department of General Services, shall notify Landlord in writing as to Tenant's selection.

3.3 Taxes And Other Levies.

Landlord shall pay when due all real estate taxes, duties, assessments, sewer and water charges and other levies assessed against the Premises, except for those charges which this lease specifies that Tenant shall pay.

3.4 Tax Stop.

Beginning with the first installment of real estate taxes owed on the Premises in 2012 (2011 real estate taxes payable in 2012) and every year thereafter that this lease remains in effect, Tenant shall pay to Landlord as additional funds due hereunder the prorated share (based on Tenant's square footage occupancy) of increases, if any, in real estate taxes when compared to the real estate taxes paid by Landlord in 2011 (2010 real estate taxes payable in 2011). Landlord shall tender to Tenant written documentation in support of any such increases. The parties warrant that the Permanent Index Number for the Premises is 13-10-323-034 and that the Tenant occupies sixty-seven percent (67%) of this Permanent Index Number.

3.5 Utilities.

Tenant shall pay when due all charges for gas, electricity, light, heat, and telephone or other communication service, and all other utility services used in or supplied to the Premises, except for those charges which this lease specifies that Landlord shall pay.

Section 4.

Condition And Enjoyment Of Premises, Alterations And Additions, Surrender.

4.1 Condition Of Premises Upon Delivery Of Possession.

Landlord covenants that the Premises shall, at the time of delivery of possession to Tenant:

(a) comply in all respects with all laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments, ("Law") which may be applicable to the Premises or to the use or manner of use of the Premises;

(b) contain no environmentally hazardous materials.

Landlord's duty under this section of the lease shall survive Tenant's acceptance of the Premises.

4.2 Covenant Of Quiet Enjoyment.

Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

4.3 Landlord's Duty To Maintain Premises And Right Of Access.

Unless otherwise provided in this lease, Landlord shall, at Landlord's expense, keep the Premises in a condition of thorough repair and good order, and in compliance with all applicable provisions of the Municipal Code of the City of

Chicago, including but not limited to those provisions in Title 13 ("Building and Construction"), Title 14 ("Electrical Equipment and Installation"), Title 15 ("Fire Prevention") and all applicable landscape ordinances. If Landlord shall refuse or neglect to make needed repairs within ten (10) days after mailing of written notice thereof sent by Tenant, unless such repair cannot be remedied within ten (10) days, and Landlord shall have commenced and is diligently pursuing all necessary action to remedy such repair, Tenant is authorized to make such repairs and to deduct the cost thereof from rents accruing under this lease or Tenant can immediately terminate this lease by providing the Landlord with written notice of termination for cause sent by certified or registered mail to the address cited herein. Landlord shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises, provided that except in the case of emergencies, Landlord shall first give notice to Tenant of its desire to enter the Premises and will schedule its entry so as to minimize any interference with Tenant's use of Premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors or as otherwise necessary in the operation or protection of the Premises.

4.4 Use Of The Premises.

Tenant shall not use the Premises in a manner that would violate any Law. Tenant further covenants not to do or suffer any waste or damage, comply in all respects with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises, disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof.

4.5 Alterations And Additions.

Tenant shall have the right to make such alterations, additions and improvements on the Premises as it shall deem necessary. Provided, however, that any such alterations, additions and improvements shall be in full compliance with the applicable Law and provided that Tenant has obtained the prior written consent of Landlord. Landlord shall not unreasonably withhold consent.

Section 5.

Assignment, Sublease And Liens.

5.1 Assignment And Sublease.

Tenant shall not assign this lease in whole or in part, or sublet the Premises or

any part thereof without the written consent of Landlord in each instance. Landlord shall not unreasonably withhold consent.

5.2 Tenant's Covenant Against Liens.

Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of Law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only.

Section 6.

Insurance And Indemnification.

6.1 Insurance.

The Landlord shall procure and maintain at all times, at Landlord's own expense, during the Term of this lease, the insurance coverages and requirements specified below, insuring all operations related to the lease.

The kinds and amounts of insurance required are as follows:

(a) Workers' Compensation And Employer's Liability Insurance.

Workers' Compensation and Employer's Liability Insurance, in accordance with the laws of the State of Illinois, or any other applicable jurisdiction, covering all Landlord's employees at the Premises and Employer's Liability coverage with limits of not less than One Hundred Thousand Dollars ($100,000) each accident or illness. This provision shall also apply to Landlord's employees, agents or clients hired for work on the Premises.

(b) Commercial Liability Insurance (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than One Million Dollars ($1,000,000) per occurrence, for bodily injury, personal injury, and property damage liability. Coverage extensions shall include the following: all premises and operations, products/completed operations, defense, separation of insureds and contractual liability (with no limitation endorsement). The City of Chicago, its employees, elected officials, agents, and representatives are to be named as additional

insureds on a primary, noncontributory basis for any liability arising directly or indirectly from the lease.

(c) Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Landlord shall provide Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence, for bodily injury and property damage.

(d) All Risk Property Insurance.

All Risk Property Insurance coverage shall be maintained by the Landlord for full replacement value to protect against loss, damage to or destruction of property.

The Landlord shall be responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies), owned or rented, by the Landlord.

6.2 Other Terms Of Insurance.

The Landlord will furnish the City of Chicago, Department of General Services, Bureau of Asset Management, 30 North LaSalle Street, Suite 3700, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this lease, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of this lease. The Landlord shall submit evidence on insurance prior to lease award. The receipt of any certificates does not constitute agreement by the City that the insurance requirements in the lease have been fully met or that the insurance polices indicated on the certificate are in compliance with all lease requirements. The failure of the City to obtain certificates or other insurance evidence from Landlord shall not be deemed to be a waiver by the City. The Landlord shall advise all insurers of the lease provisions regarding insurance. Nonconforming insurance shall not relieve Landlord of its obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the lease, and the City retains the right to terminate the lease until proper evidence of insurance is provided.

The insurance shall provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by Landlord.

The Landlord agrees that insurers shall waive their rights of subrogation against the City of Chicago its employees, elected officials, agents or representatives.

The Landlord expressly understands and agrees that any coverages and limits furnished by Landlord shall in no way limit the Landlord's liabilities and responsibilities specified within the lease documents or by law.

The Landlord expressly understands and agrees that any insurance or self-insurance programs maintained by the City of Chicago shall apply in excess of and not contribute with insurance provided by the Landlord under the lease.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

The City of Chicago Risk Management Department maintains the right to reasonably modify, delete, alter or change these requirements.

6.3 Mutual Indemnification.

Landlord and Tenant shall indemnify and hold each other harmless against all liabilities, judgment costs, damages, and expenses which may accrue against, be charged to, or be recovered from either party by reason of any negligent performance of or failure to perform any of their obligations under this lease.

Section 7.

Damage Or Destruction.

7.1 Damage Or Destruction.

If the Premises are damaged or destroyed by fire or other casualty to such extent that Tenant cannot continue, occupy or conduct its normal business therein, or if the Premises do not meet all Municipal Building and Fire Code provisions, and are therefore rendered untenantable, Tenant shall have the option to declare this lease

terminated as of the date of such damage or destruction by giving Landlord written notice to such effect. If Tenant exercises this option, the rent shall be apportioned as of the date of such damage or destruction and Landlord shall forthwith repay to Tenant all prepaid rent.

Section 8.

Conflict Of Interest And Governmental Ethics.

8.1 Conflict Of Interest.

No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any financial interest (as directed in Chapter 2-156 of the Municipal Code of Chicago), either direct or indirect, in the Premises; nor shall any such official, employee, or member participate in making or in any way attempt to use his position to influence any City governmental decision or action with respect to this lease.

8.2 Duty To Comply With Governmental Ethics Ordinance.

Landlord and Tenant shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120, which states that no payment, gratuity, or offer of employment shall be made in connection with any City of Chicago contract as an inducement for the award of that contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City of Chicago.

Section 9.

Holding Over.

9.1 Holding Over.

Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning May 1, 2014 and the rent shall be at the same rate as set forth in Section 3.1(g) of this lease.

Section 10.

Miscellaneous.

10.1 Notice.

All notices, demands and requests which may be or are required to be given demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Landlord to Tenant shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid addressed to Tenant as follows:

City of Chicago
Department of General Services
Office of Real Estate Management
30 North LaSalle, Suite 3700
Chicago, Illinois 60602

or at such other place as Tenant may from time to time designate by written notice to Landlord and to Tenant at the Premises. All notices, demands, and requests by Tenant to Landlord shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Landlord as follows:

John N. Rentas
Suite 23-B
1040 North Lake Shore Drive
Chicago, Illinois 60611

or at such other place as Landlord may from time to time designate by written notice to Tenant. Any notice, demand or request which shall be served upon Landlord by Tenant, or upon Tenant by Landlord, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

10.2 Partial Invalidity.

If any covenant, condition, provision, term or agreement of this lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this lease shall be valid and in force to the fullest extent permitted by law.

10.3 Governing Law.

This lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

10.4 Entire Agreement.

All preliminary and contemporaneous negotiations are merged into and incorporated in this lease. This lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

10.5 Captions And Section Numbers.

The captions and section numbers appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this lease nor in any way affect this lease.

10.6 Binding Effect Of Lease.

The covenants, agreements, and obligations contained in this lease shall extend to, bind, and inure to the benefit of the parties hereto and their legal representatives, heirs, successors, and assigns.

10.7 Time Is Of The Essence.

Time is of the essence of this lease and of each and every provision hereof.

10.8 No Principal/Agent Or Partnership Relationship.

Nothing contained in this lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

10.9 Authorization To Execute Lease.

The parties executing this lease hereby represent and warrant that they are the duly authorized and acting representatives of Landlord and Tenant respectively and that by their execution of this lease, it became the binding obligation of Landlord and Tenant, respectively, subject to no contingencies or conditions except as specifically provided herein.

10.10 Termination Of Lease.

Tenant shall have the right to terminate this lease by providing Landlord with one hundred twenty (120) days prior written notice at any time after January 1, 2010.

10.11 Force Majeure.

When a period of time is provided in this lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

10.12 Condemnation.

If the whole or any substantial part of the Premises are taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Premises, the Term of this lease shall, at the option of Landlord or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Landlord shall be entitled to receive the entire award without apportionment with Tenant. Rent shall be apportioned as of the date of Tenant's vacating as the result of said termination.

10.13 No Brokers.

The Department of General Services does not use brokers, tenant representatives, or other finders. Landlord does not use brokers, landlord representatives, or other finders. Tenant warrants to Landlord that no broker, landlord or tenant representative; or other finder (a) introduced Tenant to Landlord, (b) assisted Tenant in the negotiation of this lease, or (c) dealt with Tenant on Tenant's behalf in connection with the Premises or this lease. Landlord warrants to Tenant that no broker, landlord or tenant representative, or other finder (a) introduced Landlord to Tenant, (b) assisted Landlord in the negotiation of this lease, or (c) dealt with Landlord on Landlord's behalf in connection with the Premises or this lease. Under no circumstances shall Tenant make any payments due hereunder to any broker(s). Under no circumstances shall Landlord make any payments due hereunder to any broker(s).

Section 11.

Option To Purchase.

11.1 Option To Purchase.

Beginning on January 1, 2010 and lasting through the remainder of the lease Term, Tenant shall have a one-time option ("Option") to purchase the property identified with Permanent Index Number 13-10-323-034 (the "Property" -- including, but not limited to the Premises) at Fair Market Value.

11.2 Appraiser Appointment.

In the event that Tenant desires to purchase the Property, Tenant (through the Commissioner of the Department of General Services) shall tender to Landlord written notice that Tenant desires to purchase the Property. Within thirty (30) days of receipt of such notice, Landlord shall advise Tenant that Landlord has selected an appraiser ("Landlord's Appraiser"). Landlord's Appraiser must be an MAI designated appraiser and will be paid by Landlord. Within thirty (30) days of receipt of such notice of Landlord's appraiser, Tenant shall thereafter notify Landlord that Tenant has selected Tenant's appraiser ("Tenant's Appraiser"). Tenant's Appraiser must be an MAI designated appraiser and will be paid by Tenant. Within thirty (30) days of such designation, Landlord's Appraiser and Tenant's Appraiser will nominate a third appraiser ("Third Appraiser"). The Third Appraiser must be an MAI designated appraiser and on Tenant's list of approved City of Chicago appraisers. The costs of the services provided by the Third Appraiser shall be borne equally by Landlord and Tenant.

11.3 Fair Market Valuation.

Landlord's Appraiser, Tenant's Appraiser, and the Third Appraiser shall conduct market analyses as to the fair market value of the Property. Provided, however, that the market valuation of the Property shall not incorporate the additional value, if any, that this lease agreement, and any rents paid hereunder, may add to the value of the Property. Landlord's Appraiser, Tenant's Appraiser, and the Third Appraiser shall mutually arrive at the Property's Fair Market Value. An appraisal report establishing this Fair Market Value shall be prepared by the Third Appraiser and shall be delivered to Landlord and Tenant.

11.4 Exercise Of Option.

After receipt of the Third Appraiser's appraisal report, Tenant through its Commissioner of the Department of General Services shall have thirty (30) days to deliver written notice to Landlord that Tenant shall exercise this Option to Purchase the Property at the Fair Market Value. If Tenant does not deliver this written notice within said thirty (30) days, Tenant's Option to purchase shall lapse and this section shall thereafter become null and void. Provided, however, that Landlord may extend this deadline at Landlord's sole discretion.

11.5 Lease Obligations Upon Request.

Until such time as a closing transferring ownership of the Premises from Landlord to Tenant shall take place, Tenant shall continue to make such rental payments or other payments as may be due hereunder and landlord and Tenant shall both continue to adhere to each of their respective obligations under this lease. Upon such closing conveying ownership, this lease agreement and Tenant's rental obligation under this lease shall terminate. Tenant's rental obligations shall be prorated in the event said closing shall take place on a date other than the final date of the month.

11.6 Conveyance Of Ownership.

At the close of a purchase pursuant to this Section 11, Landlord shall, at Landlord's expense, deliver to the Tenant an owner's policy of title insurance in the amount of the purchase price. Landlord shall pay all taxes due and payable as of the date of closing and shall remain liable for and make timely payment of all taxes attributable to the time period prior the date of closing (i.e., accrued taxes, not yet due and payable) after the date of closing, unless the Landlord and Tenant agree on a credit to be given to the Tenant in exchange for Tenant's assumption of such taxes. Landlord shall also be responsible for all charges, other than utilities, attributable to the time period prior to the date of closing, and shall deliver title to the Premises free and clear of any taxes, mortgage, mechanic's, judgment or other liens.

11.7 No Broker's Commissions.

No Broker's commissions shall be payable upon the exercise of this Option, at closing, nor at any other time.

Section 12.

Additional Responsibilities Of Landlord.

12.1 Site Repairs.

Within sixty (60) days from lease execution, Landlord shall make the following repairs:

a. Professionally repaint the entire premises with quality paint and in a color selection made in writing by the Commissioner of the Chicago Public Library.

b. Replace all damaged ceiling tiles.

c. Repair the public drinking fountain.

12.2 Water Service.

Landlord shall provide and pay for hot and domestic water for the Premises.

12.3 Plumbing.

Landlord shall maintain plumbing in good operable condition, excluding damage caused by acts of vandalism or negligence attributable to Tenant, Tenant's agents or Tenant's clients.

12.4 Fire Extinguishers.

Landlord shall provide and maintain two (2) fire extinguishers in the Premises at all times. Provided, however, that Landlord shall not be responsible for replacement of fire extinguishers vandalized or stolen from the Premises.

12.5 Roof.

Landlord shall at all times maintain the roof in a watertight condition.

12.6 Air-Conditioning.

Landlord shall provide air-conditioning to the Premises whenever air-conditioning shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain the plant and equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

12.7 Heat.

Landlord shall provide for heat to the Premises whenever heat shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain the plant and equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients. Landlord understands that proper heating is critical to operations as the Premises may be used as a heating center.

12.8 Maintenance.

Landlord shall provide, at Landlord's expense, any and all engineering service for maintenance of the exterior and interior of the Premises, including all structural, mechanical and electrical components. Engineering service as used herein shall not be construed to mean cleaning, washing, or sweeping of any kind, or moving of furniture or replacing of light bulbs, et cetera, but shall refer strictly to service for the maintenance of the physical plant.

12.9 Snow Removal.

Landlord shall provide prompt removal of snow and ice from sidewalk which immediately abut demised Premises.

12.10 Spot Painting.

Landlord shall professionally spot paint the Premises on an as-needed basis.

12.11 Unauthorized Improvements.

Any improvements to the Premises effectuated by Landlord on Tenant's behalf shall only be performed upon written approval and concurrent Notice to Proceed from the Commissioner of the Department of General Services. Approval from any

other City department(s), other employee(s) of the Department of General Services, or anyone acting, or claiming to act, on Tenant's behalf shall be deemed invalid and of no force or effect.

12.12 Repairs For Emergencies.

In the event of an emergency where further delay would lead to material loss or significant damage to the Premises and provided such emergency is caused by the negligence, vandalism, or misuse of the Premises or equipment therein by Tenant's employees, invitees, agents, or contractors, Landlord may make such emergency repairs subject to full reimbursement to Landlord by Tenant of costs associated with such emergency repairs excluding any overhead and/or profit.

Section 13.

Additional Responsibilities Of Tenant.

13.1 Plate Glass.

Tenant shall replace any broken plate glass of said Premises during Term of lease which is not caused by acts or negligence of Landlord.

13.2 Custodial Services.

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs, or sweeping.

13.3 Surrender Of Premises At Termination.

Upon the termination of this lease, Tenant shall surrender the Premises to the Landlord in a comparable condition to the condition of the Premises at the beginning of this lease, with normal wear and tear taken into consideration.

13.4 Rental Signs.

Tenant will allow Landlord to place upon Premises notices of rental signs not to exceed two (2) feet by two (2) feet in size.

13.5 Security Service.

Tenant shall pay for monthly alarm service, if necessary as determined by Tenant.

13.6 Repairs For Tenant Negligence, Vandalism, Or Misuse.

Subject to approval as set forth herein, Tenant shall assume all responsibility for any repairs to the Premises necessitated by the negligence, vandalism, or misuse of the Premises or equipment therein by Tenant's employees, clients, invitees, agents, or contractors. Landlord shall notify Tenant in writing of such damage. At Tenant's option, Tenant may perform such repairs with service providers suitable to Tenant and at Tenant's sole cost without further setoff or deduction. In the alternative, Tenant may direct Landlord in writing to perform said repairs subject to full reimbursement to Landlord of all costs associated with such repairs excluding any overhead and/or profit. Any repairs to the Premises effectuated by Landlord under this section shall only be performed by Landlord upon written approval and concurrent Notice to Proceed from the Commissioner of the Department of General Services. Repair approval from any other City department(s) or other employee(s) of the Department of General Services shall be deemed invalid and of no force or effect. Repairs made without said written approval and concurrent Notice to Proceed from the Commissioner of the Department of General Services shall not be reimbursable to Landlord.

13.7 Illegal Activity.

Tenant, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Premises or unreasonably disturbs other Tenants, is illegal, or increases the rate of insurance on the Premises.

13.8 Hazardous Materials.

Tenant shall keep out of Premises materials which cause a fire hazard or safety hazard and Tenant shall comply with reasonable requirements of Landlord's fire insurance carrier; not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances.

13.9 Interior Front Door Maintenance.

Tenant shall maintain the interior front doors. Provided, however, that Tenant shall not assume responsibility for damage to the doors caused by Landlord's negligence or any one acting under Landlord.

Section 14.

Landlord Disclosures And Affirmations.

14.1 Business Relationships.

Landlord acknowledges (A) receipt of a copy of Section 2-156-030(b) of the Municipal Code of Chicago, (B) that he has read such provision and understands that pursuant to such Section 2-156-030(b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) notwithstanding anything to the contrary contained in this agreement, that a violation of Section 2-156-030(b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this agreement shall be grounds for termination of this agreement and the transactions contemplated hereby. Landlord hereby represents and warrants that no violation of Section 2-156-030(b) has occurred with respect to this lease agreement or the transactions contemplated hereby.

14.2 Patriot Act Certification.

Landlord represents and warrants that neither Landlord nor any Affiliate thereof (as defined in the next paragraph) is listed on any of the following lists maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, the Bureau of Industry and Security of the United States Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to Landlord that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Landlord, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

14.3 Prohibition On Certain Contributions -- Mayoral Executive Order Number 05-1.

Landlord agrees that Landlord, any person or entity who directly or indirectly has an ownership or beneficial interest in Landlord of more than seven and five-tenths percent (7.5%) ("Owners"), spouses and domestic partners of such Owners, Landlord's contractors (i.e., any person or entity in direct contractual privity with Landlord regarding the subject matter of this agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than seven and five-tenths percent (7.5%) ("Subowners") and spouses and domestic partners of such Subowners (Landlord and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fund-raising committee (i) after execution of this agreement by Landlord, (ii) while this agreement or any Other Contract is executory, (iii) during the term of this agreement or any Other Contract between Landlord and the City, or (iv) during any period while an extension of this agreement or any Other Contract is being sought or negotiated.

Landlord represents and warrants that from the date the City approached Landlord or the date Landlord approached the City, as applicable, regarding the formulation of this agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fund-raising committee.

Landlord agrees that it shall not: (a) coerce, compel or intimidate his employees to make a contribution of any amount to the Mayor or to the Mayor's political fund-raising committee; (b) reimburse his employees for a contribution of any amount made to the Mayor or to the Mayor's political fund-raising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fund-raising committee.

Landlord agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order Number 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order Number 05-1.

Landlord agrees that a violation of, noncompliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order Number 05-1 constitutes a breach and default under this agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this agreement, under any Other Contract, at Law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Landlord intentionally violates this provision or Mayoral Executive Order Number 05-1 prior to the closing of this agreement, the City may elect to decline to close the transaction contemplated by this agreement.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fund-raising committee.

"Other Contract" means any other agreement with the City of Chicago to which Landlord is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council of the City of Chicago.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

(A) they are each other's sole domestic partner, responsible for each other's common welfare; and

(B) neither party is married; and

(C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and

(D) each partner is at least eighteen (18) years of age, and the partners are the same sex, and the partners reside at the same residence; and

(E) two (2) of the following four (4) conditions exist for the partners:

1. The partners have been residing together for at least twelve (12) months.

2. The partners have common or joint ownership of a residence.

3. The partners have at least two (2) of the following arrangements:

   a. joint ownership of a motor vehicle;

b. a joint credit account;

c. a joint checking account;

d. a lease for a residence identifying both domestic partners as tenants.

4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fund-raising committee" means a "political fund-raising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

14.7 Waste Ordinance Provisions.

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Landlord warrants and represents that they, and to the best of their knowledge, their contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this agreement is executory, Landlord, any general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this agreement, constitutes a breach of and an event of default under this agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the agreement, at Law or in equity. This section does not limit Landlord, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this agreement. Noncompliance with these terms and conditions may be used by the City as grounds for the termination of this agreement, and may further affect Landlord's eligibility for future contract awards.

In Witness Whereof, The parties have executed this lease as of the day and year first above written.

Landlord:

By: _____

John N. Rentas

Tenant:

City of Chicago, an Illinois municipal corporation

By: The Department of General Services

By: _____
Commissioner

Approved: The Chicago Public Library

By: _____
Commissioner

Approved: The Chicago Public Library Board of Directors

By: _____
President

Approved as to Form and Legality:

By: The Department of Law

By: _____
Deputy Corporation Counsel

AUTHORIZATION FOR LEASE RENEWAL AGREEMENT WITH CHICAGO AUDUBON SOCIETY FOR CITY-OWNED PROPERTY AT 5801 NORTH PULASKI ROAD.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing the execution of a lease agreement, having 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 vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

Alderman Carothers 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. The Commissioner of the Department of General Services is authorized to execute, on behalf of the City of Chicago, as landlord, a lease renewal with the Chicago Audubon Society, as tenant, for approximately two hundred twenty-five (225) square feet of office space at city-owned property located at

5801 North Pulaski Road (North Park Village), Building C (Administration Building), Room 104 for use as office space; such lease to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement immediately follows Section 2 of this ordinance.]

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

Lease Agreement referred to in this ordinance reads as follows:

Lease Number 20081.

This lease is made and entered into this ___ day of _____, 2007, by and between, the City of Chicago, an Illinois municipal corporation (hereinafter referred to as ("Landlord") and the Chicago Audubon Society, an Illinois not-for-profit corporation, (hereinafter referred to as "Tenant").

Recitals.

Whereas, Landlord is the owner of the premises more commonly known as 5801 North Pulaski Road (North Park Village), Chicago, Cook County, Illinois; and

Whereas, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord approximately two hundred twenty-five (225) square feet of office space located in Room 104, Building C (Administration Building) at 5801 North Pulaski Road;

Now, Therefore, In consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

Section 1.

Grant.

Landlord hereby leases to Tenant the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

approximately two hundred twenty-five (225) square feet of office space located in Room 104, Building C (Administration Building) at 5801 North Pulaski Road (Permanent Index Number 13-02-300-004 -- the "Premises").

Section 2.

Term.

The term of this lease ("Term") shall commence on October 1, 2007 ("Commencement Date"), and shall end on September 30, 2012, unless sooner terminated as set forth in this lease.

Section 3.

Rent, Taxes And Utilities.

3.1 Rent.

Tenant shall pay base rent for the Premises in the amount of:

One and no/100 Dollars ($1.00) annually in advance on October 1, 2007 and upon the first (1st) day of each January of every year thereafter during the Term of this lease.

3.2 Operating Costs.

In addition to base rent payable by Tenant under Section 3.1 hereof, Tenant shall also pay to Landlord as and for operating costs the following amounts:

a) Three Hundred and no/100 Dollars ($300.00) per month for the period beginning October 1, 2007 and ending on September 30, 2008;

b) Three Hundred and no/100 Dollars ($300.00) per month for the period beginning October 1, 2008 and ending on September 1, 2009;

c) Three Hundred Ten and no/100 Dollars ($310.00) per month for the period beginning October 1, 2009 and ending on September 30, 2010;

d) Three Hundred Ten and no/100 Dollars ($310.00) per month for the period beginning October 1, 2010 and ending on September 30, 2011;

e) Three-Hundred Twenty-five and no/100 Dollars ($325.00) per month for the period beginning October 1, 2011 and ending on September 30, 2012.

Rent shall be paid to Landlord at the Department of Revenue, Warrants for Collection, City Hall, 121 North LaSalle Street, Room 107, or at such place as Landlord may from time to time, hereby designate in writing to Tenant.

3.3 Utilities.

Landlord shall pay when due all charges for gas, electricity, light, heat and water used in or supplied to the Premises. Provided, however, that Tenant shall pay when due all charges for telephone or other communication service used in or supplied to the Premises.

3.4 Taxes.

Tenant shall pay when due any leasehold taxes assessed or levied on the subject Premises. Tenant shall contact the appropriate taxing body to ascertain the tax amount, if any, assessed on the subject Premises. Tenant shall provide Landlord with proof of payment in full within ten (10) days of such payment. Tenant's failure to pay any such taxes shall constitute a default under this lease. Notwithstanding the foregoing, nothing herein shall preclude Tenant from contesting any charge or tax levied against the subject Premises. The failure of Tenant to pay such taxes during the pendency of the contest shall not constitute a default under this lease. Tenant's tax responsibilities under this section shall survive the expiration, cancellation or termination of this lease agreement.

3.5 Accord And Satisfaction.

No payment by Tenant or receipt by Landlord of a lesser amount than any installment or payment of the rent due hereunder shall be deemed to be other than on account of the amount due, and no endorsement of statement or any check or any letter accompanying any check or payment of rent shall be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice as to Landlord's right to recover the balance of such installment or payment to pursue any other remedies available to Landlord.

Section 4.

Enjoyment Of Premises, Alterations And Additions, Surrender.

4.1 Covenant Of Quiet Enjoyment.

Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

4.2 Tenant's Duty To Maintain Premises And Right Of Access.

Tenant accepts the property in as-is condition. Unless otherwise provided in this lease, Tenant shall, at Tenant's expense, keep the Premises in a condition of thorough repair and good order, and in compliance with all applicable provisions of the Municipal Code of Chicago, including but not limited to those provisions in Title 13 ("Building and Construction"), Title 14 ("Electrical Equipment and Installation"), Title 15 ("Fire Prevention") and all applicable provisions of the Landscape Ordinance of the City of Chicago. If Tenant shall refuse or neglect to make needed repairs within thirty (30) days after written notice thereof sent by Landlord, unless such repair cannot be remedied by thirty (30) days, and Tenant shall have commenced and is diligently pursuing all necessary action to remedy such repair, Landlord is authorized to make such repairs and Tenant will promptly and within thirty (30) business days of demand reimburse Landlord for the reasonable cost thereof or Landlord can immediately terminate this lease by providing the Tenant with written notice. Landlord shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises, provided that except in the case of emergencies, Landlord shall first give notice to Tenant of its desire to enter the Premises and will schedule its entry so as to minimize any interference with Tenant's use of Premises.

4.3 Use Of The Premises.

Tenant shall not use the Premises in a manner that would violate any law. Tenant further covenants not to do or suffer any waste or damage, comply in all respects with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises, disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof.

Any activities on the Premises must be limited to the use as office space for the Chicago Audubon Society. The promotion and operation of this facility does not include direct or indirect participation or intervention in political campaigns on behalf of or in opposition to any candidate for public office. Tenant agrees that in utilizing said Premises that it shall not discriminate against any member of the public because of race, religious affiliation, color, national origin, political persuasion or sexual orientation. Tenant further covenants that the Premises shall not be used for any religious purposes.

4.4 Alterations And Additions.

Tenant shall have the right to make such alterations, additions and improvements on the Premises as it shall deem necessary, provided that any such alterations, additions and improvements shall be in full compliance with the applicable law and provided that Tenant has obtained the prior written consent of the Commissioner of the Department of General Services.

Section 5.

Assignment, Sublease And Liens.

5.1 Assignment And Sublease.

Tenant shall not assign this lease in whole or in part, or sublet the Premises or any part thereof.

5.2 Tenant's Covenant Against Liens.

Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only. In case of any such lien attaching, Tenant shall immediately pay and remove such lien or furnish security or indemnify Landlord in a manner satisfactory to Landlord in its sole discretion to protect Landlord against any defense or expense arising from such lien. Except during any period in which Tenant appeals any judgment or obtains a rehearing of any such lien, or in the event judgment is stayed, Tenant shall immediately pay any judgment rendered against Tenant, with all proper costs and charges, and shall have the lien released and any judgment satisfied. If Tenant fails to pay and remove any lien or contest such lien in accordance herewith, Landlord, at its election, may pay and satisfy same, and all

sums so paid by Landlord, with interest from the date of payment at the rate set at twelve percent (12%) per annum.

Section 6.

Insurance And Indemnification.

6.1 Insurance.

The Tenant shall procure and maintain at all times, at Tenant's own expense, during the Term of this lease, the insurance coverages and requirements specified below, insuring all operations related to the lease with insurance companies authorized to do business in the state of Illinois.

The kinds and amounts of insurance required are as follows:

a) Workers' Compensation and Employers Liability Insurance.

Workers' Compensation and Employer's Liability Insurance and Occupational Disease Insurance, as prescribed by applicable law, covering all Landlord's employees and Employer's Liability coverage with limits of not less than Five Hundred Thousand Dollars ($500,000) each accident or illness.

b) Commercial Liability Insurance (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than One Million Dollars ($1,000,000) per occurrence, for bodily injury, personal injury and property damage liability. Coverage extensions shall include the following: all premises and operations, products/completed operations, defense, separation of insureds, and contractual liability (with no limitation endorsement). The City of Chicago, its employees, elected officials, agents and representatives are to be named as additional insureds on a primary, noncontributory basis for any liability arising directly or indirectly from the lease.

c) Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Tenant shall provide

Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence, for bodily injury and property damage.

d) All Risk Property Insurance.

All Risk Property Insurance coverage shall be maintained by the Tenant for full replacement value to protect against loss, damage to or destruction of property. The policy shall list the City of Chicago as loss payee.

The Tenant shall be responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies), owned or rented, by the Tenant.

e) All Risk Builders' Risk Insurance.

When Tenant undertakes any construction, including improvements, betterments, and/or repairs, the Tenant shall provide All Risk Builders' Risk Insurance, at replacement cost, for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverage shall include but not limited to the following: right to partial occupancy, earth movement, flood including surface water backup and sewer backup and seepage. The City of Chicago shall be named as loss payee.

6.2 Other Terms Of Insurance.

The Tenant will furnish the City of Chicago, Department of General Services, Office of Real Estate Management, Suite 3700, 30 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this lease, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of this lease. The Tenant shall submit evidence on insurance prior to lease award. The receipt of any certificates does not constitute agreement by the City that the insurance requirements in the lease have been fully met or that the insurance polices indicated on the certificate are in compliance with all lease requirements. The failure of the City to obtain certificates or other insurance evidence from Tenant shall not be deemed to be a waiver by the City. The Tenant shall advise all insurers of the lease provisions regarding insurance. Nonconforming insurance shall not relieve Tenant of its obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the lease, and the City retains the right to terminate the lease until proper evidence of insurance is provided.

The insurance shall provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed.

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by Tenant.

The Tenant agrees that insurers shall waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The Tenant expressly understands and agrees that any coverages and limits furnished by Tenant shall in no way limit the Tenant's liabilities and responsibilities specified within the lease documents or by law.

The Tenant expressly understands and agrees that any insurance or self-insurance programs maintained by the City of Chicago shall apply in excess of and not contribute with insurance provided by the Tenant under the lease.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

The City of Chicago, Department of Finance, Office of Risk Management, maintains the right to modify, delete, alter or change these requirements.

6.3 Tenant's Indemnification.

Tenant shall indemnify, defend, and hold Landlord harmless against all liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, costs, damages and expenses (including reasonable attorney's fees, expenses and court costs), whether such claim is related to or arises from personal injury or property damage which may be expended by or accrue against, be charged to, or be recovered from Landlord or Tenant by reason of Tenant's performance of or failure to perform any of Tenant's obligations under this lease, or Tenant's negligent acts or failure to act, or resulting from the acts or failure to act of Tenant's contractors, respective officers, directors, agents or employees.

Section 7.

Damage Or Destruction.

7.1 Damage Or Destruction.

If the Premises are damaged or destroyed or a casualty to such extent that Tenant cannot continue, occupy or conduct its normal business therein, or if, in Tenant's

opinion, the Premises are rendered untenantable, either Landlord or Tenant shall have the option to declare this lease terminated as of the date of such damage or destruction by giving the other party written notice to such effect.

Section 8.

Conflict Of Interest And Governmental Ethics.

8.1 Conflict Of Interest.

No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any financial interest (as defined in Chapter 2-156 of the Municipal Code), either direct or indirect, in the Premises; nor shall any such official, employee, or member participate in making or in any way attempt to use his position to influence any City governmental decision or action with respect to this lease.

8.2 Duty To Comply With Governmental Ethics Ordinance.

Landlord and Tenant shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120, which states that no payment, gratuity or offer of employment shall be made in connection with any City of Chicago contract as an inducement for the award of that contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City of Chicago.

Section 9.

Holding Over.

9.1 Holding Over.

Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning on October 1, 2012 and the rent shall be One and no/100 Dollars ($1.00) per year and operating costs shall be Three-Hundred Twenty-Five and no/100 Dollars ($325.00) per month.

Section 10.

Miscellaneous.

10.1 Notice.

All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Tenant to Landlord shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid addressed to Landlord as follows:

City of Chicago
Department of General Services
Office of Real Estate Management
30 North LaSalle Street, Suite 3700
Chicago, Illinois 60602

or at such other place as Landlord may from time to time designate by written notice to Tenant. All notices, demands, and requests by Landlord to Tenant shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant as follows:

Chicago Audubon Society
5801 North Pulaski Road
Building C (Administration Building), Room 104
Chicago, Illinois 60646

or at such other place as Tenant may from time to time designate by written notice to Landlord. Any notice, demand or request which shall be served upon Tenant by Landlord, or upon Landlord by Tenant, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

10.2 Partial Invalidity.

If any covenant, condition, provision, term or agreement of this lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this lease shall be valid and in force to the fullest extent permitted by-law.

10.3 Governing Law.

This lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

10.4 Entire Agreement.

All preliminary and contemporaneous negotiations are merged into and incorporated in this lease. This lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

10.5 Captions And Section Numbers.

The captions and section numbers appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this lease nor in any way affect this lease.

10.6 Binding Effect Of Lease.

The covenants, agreements and obligations contained in this lease shall extend to, bind, and inure to the benefit of the parties hereto and their legal representatives, heirs, successors and assigns.

10.7 Time Is Of The Essence.

Time is of the essence of this lease and of each and every provision hereof.

10.8 No Principal/Agent Or Partnership Relationship.

Nothing contained in this lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

10.9 Authorization To Execute Lease.

The parties executing this lease hereby represent and warrant that they are duly authorized and acting representatives of Landlord and Tenant respectively, and that by their execution of this lease, it became the binding obligation of Landlord and Tenant, respectively, subject to no contingencies or conditions except as specifically provided herein.

10.10 Termination Of Lease.

Landlord and Tenant shall have the right to terminate this lease by providing each other with thirty (30) days prior written notice at any time after execution of this lease.

10.11 Force Majeure.

When a period of time is provided in this lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

10.12 Condemnation.

If the whole or any substantial part of the Premises are taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Premises, the Term of this lease shall, at the option of Landlord or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Landlord shall be entitled to receive the entire award without apportionment with Tenant.

10.13 No Brokers.

The Department of General Services does not use brokers, tenant representatives, or other finders. The Chicago Audubon Society does not use brokers, landlord representatives, or other finders. Tenant warrants to Landlord that no broker, landlord or tenant representative, or other finder (a) introduced Tenant to Landlord, (b) assisted Tenant in the negotiation of this lease, or (c) dealt with Tenant on Tenant's behalf in connection with the Premises or this lease. Landlord warrants to Tenant that no broker, landlord or tenant representative, or other finder (a) introduced Landlord to Tenant, (b) assisted Landlord in the negotiation of this lease, or (c) dealt with Landlord on Landlord's behalf in connection with the Premises or this lease. Under no circumstances shall Tenant make any payments due hereunder to any broker(s). Under no circumstances shall Landlord make any payments due hereunder to any broker(s).

10.14 Prior Lease.

Tenant's responsibilities and obligations under the prior lease entered into July 10, 2002, or any other prior lease entered into with Landlord, shall survive the execution of this lease.

Section 11.

Additional Responsibilities Of Tenant.

11.1 Acceptance Of Premises In "As-Is" Condition.

Tenant agrees that Tenant has inspected the Premises and all related areas and grounds and that Tenant is satisfied with the physical condition thereof. Tenant accepts the Premises in "As-Is" condition.

11.2 Duty To Keep Clean.

Tenant shall keep the Premises in a sanitary condition, free of insects, rodents, vermin and other pests.

11.3 Custodial Services.

Tenant shall provide and pay for custodial services which shall be construed as keeping the Premises clean and free of debris.

11.4 Scavenger Service.

Tenant shall provide its own scavenger service where necessary.

11.5 Hazardous Materials.

Tenant shall keep out of Premises materials which cause a fire hazard or safety hazard and comply with reasonable requirements of Landlord's fire insurance carrier; not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances thereto.

11.6 No Drugs.

Tenant agrees that no alcoholic beverages or illegal drugs of any kind or nature shall be sold, given away, or consumed on the Premises.

11.7 Security.

Tenant shall be responsible for securing the Premises at all times and provide and pay for security where necessary.

11.8 No Illegal Activity.

Tenant, or any of its agents or employees, shall not perform or permit any practice that may damage the reputation of, or otherwise be injurious to the Premises or neighborhood, be illegal, or increase the rate of insurance on the Premises.

11.9 Vending Machines.

Tenant shall not operate or permit to be placed on the Premises any coin or token operated vending machine or similar device for the sale of any merchandise, food, beverages, candy, cigarettes or other commodities or services.

11.10 Nuisance And Disturbance.

Tenant shall not Permit anything to be done on or in the Premises which in any way may, in Landlord's sole judgment, create a nuisance in the common areas, disturb any other tenant of the Building or the occupants of neighboring property, or injure the reputation of the Building.

11.11 Full Responsibility.

Tenant assumes full legal and financial responsibility and liability for any and all use of the Premises by Tenant, Tenant's staff, Tenant's agents, Tenant's invitees, and any other person or persons entering the Premises.

11.12 Licensing And Permits.

For any activity which Tenant desires to conduct on the Premises in which a license or permit is required, said license or permit must be obtained by Tenant prior to using the Premises for such activity. The Department of General Services

must be notified of any such license or permit. Failure to obtain a required license or permit shall constitute a breach of the terms of this lease.

11.13 North Park Village Rules.

Tenant shall comply with all rules and regulations in place at lease execution or thereafter promulgated in writing by the Department of General Services and which may apply to Tenant's use of the Premises or any of the North Park Village common areas including, but not limited to, any parking rules and regulations.

11.14 Signage.

Tenant may install any signage containing the words "Chicago Audubon Society". Provided, however, that such installation and location must be approved in writing by the Commissioner of the Department of General Services. Tenant shall maintain such signage in a presentable condition otherwise Landlord may direct Tenant to remove such signage at Tenant's cost.

11.15 Nondiscrimination.

Tenant shall not discriminate against any employee or applicant for employment upon the basis of race, age, color, religion, sex, sexual orientation, military discharge, ancestry, parental or marital status, disability, source of income or national origin; nor shall any person be denied admittance or be prevented from participating in any activity upon the basis of any of the foregoing.

11.16 Trade Fixtures.

Upon the termination or cancellation of this lease by lapse of time, Tenant may remove Tenant's personal property and equipment, provided that Tenant shall repair any injury or damage to the leased Premises which may result from such removal. If Tenant does not remove Tenant's furniture, machinery, trade fixtures and all other items of personal property of any kind from the leased Premises prior to the end of the term, Landlord may, at its option, remove the same and deliver them to any other place of business of Tenant or warehouse the same, and Tenant shall pay the cost of such removal, including the repair for such removal, delivery and warehousing, to Landlord on demand, or Landlord may treat such property as being conveyed to Landlord with this lease as a bill of sale, without further payment or credit by Landlord to Tenant.

11.17 Smoke Detectors And Carbon Monoxide Detectors.

Tenant shall provide and maintain at all times functional smoke detectors and carbon monoxide detectors. Tenant assumes all responsibility for failure to provide and maintain such functional smoke detectors and carbon monoxide detectors.

11.18 Condition Of Premises Upon Termination Or Cancellation.

Upon the termination or cancellation of this lease, Tenant shall surrender the Premises to the Landlord in the same comparable condition to the condition of the Premises at the beginning of Tenant's occupancy of the subject Premises, with normal wear and tear taken into consideration.

11.19 Tenant Default.

Tenant must adhere to all provisions of this lease. Failure of Tenant to adhere. to all provisions of this lease will result in default. In the event of such default, Landlord will notify Tenant in writing as to the circumstances giving rise to such default. Upon written receipt of such notice, Tenant must cure such default within fifteen (15) days. If Tenant does not cure such default within fifteen (15) days, Landlord may cancel this lease with fifteen (15) days written notice.

Section 12.

Tenant Disclosures And Representations.

12.1 Business Relationships.

Tenant acknowledges (A) receipt of a copy of Section 2-156-030(b) of the Municipal Code of Chicago, (B) that it has read such provision and understands that pursuant to such Section 2-156-030(b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030(b) by an elected official, or any person acting at the direction of such official, with respect to any

transaction contemplated by this Agreement shall be grounds for termination of this agreement and the transactions contemplated hereby. Tenant hereby represents and warrants that no violation of Section 2-156-030(b) has occurred with respect to this lease agreement or the transactions contemplated hereby.

12.2 Patriot Act Certification.

Tenant represents and warrants that neither Tenant nor any Affiliate thereof (as defined in the next paragraph) is listed on any of the following lists maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, the Bureau of Industry and Security of the United States Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment, the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to Tenant that, directly or indirectly, through one (1) or more intermediaries, controls, is controlled by or is under common control with Tenant, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

12.3 Prohibition On Certain Contributions -- Mayoral Executive Order Number 05-1.

Tenant agrees that Tenant, any person or entity who directly or indirectly has an ownership or beneficial interest in Tenant of more than seven and five-tenths percent (7.5%) ("Owners"), spouses and domestic partners of such Owners, Tenant's contractors (i.e., any person or entity in direct contractual privity with Tenant regarding the subject matter of this agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than seven and five-tenths percent (7.5%) ("Subowners") and spouses and domestic partners of such Subowners (Tenant and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fund-raising committee (i) after execution of this agreement by Tenant, (ii) while this agreement or any Other Contract is executory, (iii) during the term of this agreement or any Other Contract between Tenant and the City, or (iv) during any period while an extension of this agreement or any Other Contract is being sought or negotiated.

Tenant represents and warrants that from the date the City approached the Tenant or the date Tenant approached the City, as applicable, regarding the formulation of this agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fund-raising committee.

Tenant agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fund-raising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fund-raising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fund-raising committee.

Tenant agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order Number 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order Number 05-1.

Tenant agrees that a violation of, noncompliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order Number 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Tenant intentionally violates this provision or Mayoral Executive Order Number 05-1 prior to the closing of this agreement, the City may elect to decline to close the transaction contemplated by this agreement.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one (1) person to the Mayor or to his political fund-raising committee.

"Other Contract" means any other agreement with the City of Chicago to which Tenant is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council of the City of Chicago.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

(A) they are each other's sole domestic partner, responsible for each other's common welfare; and

(B) neither party is married; and

(C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and

(D) each partner is at least eighteen (18) years of age, and the partners are the same sex, and the partners reside at the same residence; and

(E) two (2) of the following four (4) conditions exist for the partners:

1. The partners have been residing together for at least twelve (12) months.

2. The partners have common or joint ownership of a residence.

3. The partners have at least two (2) of the following arrangements:

   a. joint ownership of a motor vehicle;

   b. a joint credit account;

   c. a joint checking account;

   d. a lease for a residence identifying both domestic partners as tenants.

4. each partner identifies the other partner as a primary beneficiary in a will.

"Political fund-raising committee" means a "political fund-raising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

12.4 Waste Ordinance Provisions.

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Tenant warrants and represents that it, and to the best of its knowledge, its contractors and

subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this agreement is executory, Tenant's, any general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this agreement, constitutes a breach of and an event of default under this agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the agreement, at law or in equity. This section does not limit Tenant's, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this agreement. Noncompliance with these terms and conditions may be used by the City as grounds for the termination of this agreement, and may further affect the Tenant's eligibility for future contract awards.

In Witness Whereof, The parties have executed this lease as of the day and year first above written.

Landlord:

By: The City of Chicago, an Illinois municipal corporation

The Department of General Services

By: _____
Commissioner

Approved as to Form and Legality:

By: Department of Law

By: _____
Deputy Corporation Counsel,
Real Estate Division

Tenant:

By: Chicago Audubon Society,
an Illinois not-for-profit
corporation

By: _____

Its: _____

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT WITH NORTH PARK VILLAGE GARDEN CLUB FOR CITY-OWNED PROPERTY AT 5801 NORTH PULASKI ROAD.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing the execution of lease agreement at 5801 North Pulaski Road, having 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 vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

Alderman Carothers 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. The Commissioner of the Department of General Services is authorized to execute on behalf of the City of Chicago, as landlord, a new lease with the North Park Village Garden Club, as tenant, for approximately forty-three thousand five hundred sixty (43,560) square feet of vacant land of City-owned property located at 5801 North Pulaski Road (North Park Village) for use by the North Park Village Garden Club as plots for urban gardening; such lease to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement immediately follows
Section 2 of this ordinance.]

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

Lease Agreement referred to in this ordinance reads as follows:

Lease Number 20175.

This lease is made and entered into this ____ day of _____ 2007, by and between the City of Chicago, a municipal corporation (herein referred to as

"Landlord"), and North Park Village Garden Club, an Illinois not-for-profit corporation (hereinafter referred to as "Tenant").

Recitals.

Whereas, Landlord is the owner of the premises more commonly known as 5801 North Pulaski Road ("North Park Village"), Chicago, Cook County, Illinois; and

Whereas, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord approximately one (1) acre (forty-three thousand five hundred sixty (43,560) square feet) of vacant land located at 5801 North Pulaski Road as depicted on Exhibit A attached hereto to be used as exclusively as a garden;

Now, Therefore, In consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

Section 1.

Grant.

Landlord hereby leases to Tenant the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

approximately one (1) acre (forty-three thousand five hundred sixty (43,560) square feet) of vacant land located at 5801 North Pulaski Road (Permanent Index Number 13-02-300-004 -- the "Premises").

Section 2.

Term.

The term of this lease ("Term") shall commence on the date of execution of this lease ("Commencement Date"), and shall terminate on December 31, 2012, unless sooner terminated as set forth in this lease.

Section 3.

Rent, Taxes And Utilities.

3.1 Rent.

Tenant shall pay base rent for the Premises in the amount of:

One and no/100 Dollars ($1.00) on the month of the Commencement Date and annually in advance upon the first (1st) day of each January of every year during the Term of this lease.

3.2 Operating Costs.

As and for operating costs, Tenant shall pay to Landlord the sum of Four Hundred Seventy-five and no/100 Dollars ($475.00) on the Commencement Date with said amount being applied to the 2007 operating costs. As and for operating costs every year thereafter, Tenant shall pay to Landlord a sum equal to Ten and no/100 Dollars ($10.00) per member of the North Park Village Garden Club. Provided, however, that any members that are residents of North Park Village shall not be assessed any such fee and any members that are sixty-five (65) years of age or older on January 1st of each calendar year shall not be assessed any such fee. Operating costs are due and payable no later than June 30th of each year. In the event the Landlord changes its procedures for metering and/or charging for water, so that utility users pay based on usage rather than a flat rate, the Landlord reserves the right to adjust such operating cost amount consistent with such revised procedure.

Rent and operating costs shall be paid to Landlord at the Department of Revenue, Warrants for Collection, City Hall, 121 North LaSalle Street, Room 107, or at such place as Landlord may from time to time, hereby designate in writing to Tenant.

3.3 Utilities.

Tenant shall pay when due all charges, if any, for gas, electricity, light, heat, power and telephone or other communication service, and all other utility services used in or supplied to the Premises.

3.4 Taxes.

Tenant shall pay when due any leasehold taxes assessed or levied on Tenant's portion of the subject Premises. Tenant's leasehold tax responsibilities under this

section shall survive the expiration, cancellation, or termination of this lease agreement.

3.5 Accord And Satisfaction.

No payment by Tenant or receipt by Landlord of a lesser amount than any installment or payment of the rent or operating costs due hereunder shall be deemed to be other than on account of the amount due, and no endorsement of statement or any check or any letter accompanying any check or payment of rent shall be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice as to Landlord's right to recover the balance of such installment or payment to pursue any other remedies available to Landlord.

Section 4.

Enjoyment Of Premises, Alterations And Additions, Surrender.

4.1 Covenant Of Quiet Enjoyment.

Landlord covenants and agrees that Tenant, upon paying the rent and operating costs and upon observing and keeping all of the covenants, agreements and conditions of this lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

4.2 Landlord's Right Of Access.

Landlord shall have an unequivocal and unfettered right to access the Premises at all times.

4.3 Tenant's Duty To Maintain Premises And Right of Access.

Unless otherwise provided in this lease, Tenant shall, at Tenant's expense and without further reimbursement from Landlord, keep the Premises in a condition of thorough repair and good order as determined by Landlord, and in compliance with all applicable provisions of the Municipal Code of Chicago, including, but not limited to, the Landscape Ordinance of the City of Chicago. If Tenant shall refuse

or neglect to make requested repairs within fifteen (15) days after written notice thereof sent by Landlord, unless such repair cannot be remedied by fifteen (15) days, and Tenant shall have commenced and is diligently pursuing all necessary action to remedy such repair, Landlord is authorized to make such repairs and Tenant will promptly and within ten (10) business days of demand reimburse Landlord for the reasonable cost thereof or Landlord can immediately terminate this lease by providing the Tenant with written notice. Landlord shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises.

4.4 Use Of The Premises.

Tenant shall not use the Premises in a manner that would violate any law. Tenant further covenants not to do or suffer any waste or damage, comply in all respects with the laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises, disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof. Any activities on the Premises must be limited to the use as a non-profit garden. The promotion and operation of a garden does not include direct or indirect participation or intervention in political campaigns on behalf of or in opposition to any candidate for public office. Tenant agrees that in utilizing said Premises that it shall not discriminate against any member of the public because of race, religious affiliation, color, national origin, political persuasion, or sexual orientation. Tenant further covenants that the Premises shall not be used for any religious purposes.

4.5 Alterations And Additions.

Tenant may only make alterations, additions and improvements on the Premises upon written consent of the Commissioner of the Department of General Services. Any such alterations, additions and improvements shall be materially related to the operation of a garden, cannot be for any permanent structures, and must be in full compliance with the applicable law and permits if required.

4.6 No Expansion.

Tenant may not expand the area occupied by the garden plots in existence at the time that this lease agreement is executed, nor may Tenant modify the configuration in existence at lease execution, without the prior written consent of the Commissioner of the Department of General Services.

4.7 Future Use Restrictions.

At lease execution, Tenant's use and occupancy of the Premises shall be subject to any of Landlord's rules, responsibilities, restrictions, or any other use directives reasonably related to Tenant's use of the Premises or which may hereinafter be promulgated by Landlord subsequent to lease execution.

Section 5.

Assignment, Sublease And Liens.

5.1 Assignment and Sublease.

Tenant shall not assign this lease in whole or in part, or sublet the Premises or any part thereof.

5.2 Tenant's Covenant Against Liens.

Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only. In case of any such lien attaching, Tenant shall immediately pay and remove such lien or furnish security or indemnify Landlord in a manner satisfactory to Landlord in its sole discretion to protect Landlord against any defense or expense arising from such lien. Except during any period in which Tenant appeals any judgment or obtains a rehearing of any such lien, or in the event judgment is stayed, Tenant shall immediately pay any judgment rendered against Tenant, with all proper costs and charges, and shall have the lien released and any judgment satisfied. If Tenant fails to pay and remove any lien or contest such lien in accordance herewith, Landlord, at its election, may pay and satisfy same, and all sums so paid by Landlord, with interest from the date of payment at the rate set at twelve percent (12%) per annum.

Section 6.

Insurance And Indemnification.

6.1 Insurance.

The Tenant shall procure and maintain at all times, at Tenant's own expense, during the Term of this lease, the insurance coverages and requirements specified

below, insuring all operations related to the lease with insurance companies authorized to do business in the state of Illinois.

The kinds and amounts of insurance required are as follows:

a) Workers' Compensation And Employer's Liability Insurance.

Workers' Compensation and Employer's Liability Insurance and Occupational Disease Insurance, as prescribed by applicable law, covering all Tenant's employees and Employer's liability coverage with limits of not less than Five Hundred Thousand Dollars ($500,000) each accident or illness.

b) Commercial Liability Insurance (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than One Million Dollars ($1,000,000) per occurrence, for bodily injury, personal injury and property damage liability. Coverage extensions shall include the following: all premises and operations, products/completed operations, defense, separation of insureds and contractual liability (with no limitation endorsement). The City of Chicago, its employees, elected officials, agents and representatives are to be named as additional insureds on a primary, noncontributory basis for any liability arising directly or indirectly from the lease.

c) Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Tenant shall provide Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence, for bodily injury and property damage.

d) All Risk Property Insurance.

All risk property insurance coverage shall be maintained by the Tenant for full replacement value to protect against loss, damage to or destruction of property. The policy shall list the City of Chicago as loss payee.

The Tenant shall be responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies), owned or rented, by the Tenant.

e) All Risk Builders Risk Insurance.

When Tenant undertakes any construction, including improvements, betterments, and/or repairs, the Tenant shall provide All Risk Builders Risk Insurance, at replacement cost, for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverage shall include but not limited to the following: right to partial occupancy, earth movement, flood including surface water backup and sewer backup and seepage. The City of Chicago shall be named as loss payee.

6.2 Other Terms Of Insurance.

The Tenant will furnish the City of Chicago, Department of General Services, Office of Real Estate Management, Suite 3700, 30 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this lease, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this lease. The Tenant shall submit evidence on insurance prior to lease award. The receipt of any certificates does not constitute agreement by the City that the insurance requirements in the lease have been fully met or that the insurance polices indicated on the certificate are in compliance with all lease requirements. The failure of the City to obtain certificates or other insurance evidence from Tenant shall not be deemed to be a waiver by the City. The Tenant shall advise all insurers of the lease provisions regarding insurance. Nonconforming insurance shall not relieve Tenant of its obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the lease, and the City retains the right to terminate the lease until proper evidence of insurance is provided.

The insurance shall provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed.

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by Tenant.

The Tenant agrees that insurers shall waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The Tenant expressly understands and agrees that any coverages and limits furnished by Tenant shall in no way limit the Tenant's liabilities and responsibilities specified within the lease documents or by Law.

The Tenant expressly understands and agrees that any insurance or self-insurance programs maintained by the City of Chicago shall apply in excess of and not contribute with insurance provided by the Tenant under the lease.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of Law.

The City of Chicago, Department of Finance, Office of Risk Management, maintains the right to modify, delete, alter or change these requirements.

6.3 Tenant's Indemnification.

Tenant shall indemnify, defend and hold Landlord harmless against all liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, costs, damages and expenses (including reasonable attorney's fees, expenses and court costs), whether such claim is related to or arises from personal injury or property damage which may be expended by or accrue against, be charged to, or be recovered from Landlord or Tenant by reason of Tenant's performance of or failure to perform any of Tenant's obligations under this lease, or Tenant's negligent acts or failure to act, or resulting from the acts or failure to act of Tenants contractors, respective officers, directors, agents or employees.

Section 7.

Damage Or Destruction.

7.1 Damage Or Destruction.

If the Premises are damaged or destroyed or a casualty to such extent that Tenant cannot continue, occupy or conduct its normal business therein, or if, in Tenant's opinion, the Premises are rendered untenantable, either Landlord or Tenant shall have the option to declare this lease terminated as of the date of such damage or destruction by giving the other party written notice to such effect.

Section 8.

Conflict Of Interest And Governmental Ethics.

8.1 Conflict Of Interest.

No official or employee of the City of Chicago, nor any member of any board,

commission or agency of the City of Chicago shall have any financial interest (as defined in Chapter 2-156 of the Municipal Code), either direct or indirect, in the Premises; nor shall any such official, employee or member participate in making or in any way attempt to use his position to influence any City governmental decision or action with respect to this lease.

8.2 Duty To Comply With Governmental Ethics Ordinance.

Landlord and Tenant shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120, which states that no payment, gratuity or offer of employment shall be made in connection with any City of Chicago contract as an inducement for the award of that contract or order. Any contract negotiated, entered into or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City of Chicago.

Section 9.

Holding Over.

9.1 Holding Over.

Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning on July 1, 2012.

Section 10.

Miscellaneous.

10.1 Notice.

All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Tenant to Landlord shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid addressed to Landlord as follows:

City of Chicago
Department of General Services
Office of Real Estate Management
30 North LaSalle Street, Suite 3700
Chicago, Illinois 60602

or at such other place as Landlord may from time to time designate by written notice to Tenant. All notices, demands and requests by Landlord to Tenant shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant as follows:

North Park Village Garden Club
P.O. Box 59224
Chicago, Illinois 60659

or at such other place as Tenant may from time to time designate by written notice to Landlord. Any notice, demand or request which shall be served upon Tenant by Landlord, or upon Landlord by Tenant, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

10.2 Partial Invalidity.

If any covenant, condition, provision, term or agreement of this lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this lease shall be valid and in force to the fullest extent permitted by law.

10.3 Governing Law.

This lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

10.4 Entire Agreement.

All preliminary and contemporaneous negotiations are merged into and incorporated in this lease. This lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

10.5 Captions And Section Numbers.

The captions and section numbers appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this lease nor in any way affect this lease.

10.6 Binding Effect Of Lease.

The covenants, agreements and obligations contained in this lease shall extend to, bind and inure to the benefit of the parties hereto and their legal representatives, heirs, successors and assigns.

10.7 Time Is Of The Essence.

Time is of the essence of this lease and of each and every provision hereof.

10.8 No Principal/Agent Or Partnership Relationship.

Nothing contained in this lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

10.9 Authorization To Execute Lease.

The parties executing this lease hereby represent and warrant that they are duly authorized and acting representatives, of Landlord and Tenant, respectively, and that by their execution of this lease, it became the binding obligation of Landlord and Tenant, respectively, subject to no contingencies or conditions except as specifically provided herein.

10.10 Termination Of Lease.

Landlord and Tenant shall have the right to terminate this lease by providing each other with thirty (30) days prior written notice at any time after execution of this lease.

10.11 Force Majeure.

When a period of time is provided in this lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to

strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

10.12 Condemnation.

If the whole or any substantial part of the Premises are taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Premises, the Term of this lease shall, at the option of Landlord or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Landlord shall be entitled to receive the entire award without apportionment with Tenant.

Section 11.

Additional Responsibilities Of Tenant.

Tenant under this lease shall:

11.1 Janitorial Services.

Provide, at Tenant's sole expense, any and all janitorial service needed for maintenance of the Premises.

11.2 Custodial Services.

Provide, at Tenant's sole expense, any and all custodial services which shall be construed as keeping the Premises clean and free of debris.

11.3 Scavenger Services.

Provide, at Tenant's sole expense, its own scavenger service where necessary.

11.4 Condition At Lease Termination.

Upon the termination of this lease, Tenant shall surrender the Premises to the Landlord in the same comparable condition to the condition of the Premises at the

beginning of Tenant's occupancy of the subject Premises, with normal wear and tear taken into consideration.

11.5 Licenses And Permits.

Obtain any license or permit for any activity which Tenant desires to conduct on the Premises in which said license or permit is required. The Department of General Services must be notified of any such license or permit. Failure to obtain a required license or permit shall constitute a breach of the terms of this lease.

11.6 Hazardous Materials.

Keep out of Premises materials which cause a fire hazard or safety hazard and comply with reasonable requirements of Landlord's fire insurance carrier; not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances thereto.

11.7 No Alcohol Or Drugs.

Ensure that no alcoholic beverages or drugs of any kind or nature shall be sold, given away or consumed on the Premises.

11.8 Security.

Assume full responsibility for securing the Premises at all times and will provide and pay for security where necessary.

11.9 Full Liability.

Assume full legal and financial responsibility and liability for any and all use of the Premises by Tenant, Tenant's staff, Tenant's agents, Tenant's invitees, and any other person or persons entering the Premises.

11.10 Illegal Activity.

Not perform or permit any practice that may damage the reputation of, or otherwise be injurious to the Premises or neighborhood, be illegal, or increase the rate of insurance on the Premises.

11.11 Non-Introduction.

Not plant or otherwise introduce any plants, animals or other fauna that could adversely affect the existing plants, animals or other fauna currently existing at North Park Village or that the Landlord could in the future purposely introduce into North Park Village.

11.12 Nondiscrimination.

Not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the use or occupancy of the Premises or any part thereof.

11.13 Non-Religious Use.

Not use the Premises for any religious activities, such as worship, religious instruction, or proselytization.

11.14 Inspection Of Premises And As-Is Acceptance.

Tenant agrees that Tenant has inspected the Premises and all related areas and grounds, that Tenant is satisfied with the physical condition thereof, and that Tenant assumes use of the Premises in as-is where-is condition.

11.15 No Landlord Obligations.

Hereby affirms and acknowledges that Landlord has no maintenance or any other obligations with respect to the Premises.

Section 12.

Tenant Disclosures And Representations.

12.1 Business Relationships.

Tenant acknowledges (A) receipt of a copy of Section 2-156-030(b) of the Municipal Code of Chicago, (B) that it has read such provision and understands

that pursuant to such Section 2-156-030(b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) notwithstanding anything to the contrary contained in this agreement, that a violation of Section 2-156-030(b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this agreement shall be grounds for termination of this agreement and the transactions contemplated hereby. Tenant hereby represents and warrants that no violation of Section 2-156-030(b) has occurred with respect to this lease agreement or the transactions contemplated hereby.

12.2 Patriot Act Certification.

Tenant represents and warrants that neither Tenant nor any Affiliate thereof (as defined in the next paragraph) is listed on any of the following lists maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, the Bureau of Industry and Security of the United States Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment, the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to Tenant that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Tenant, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

12.3 Prohibition On Certain Contributions -- Mayoral Executive Order Number 05-1.

Tenant agrees that Tenant, any person or entity who directly or indirectly has an ownership or beneficial interest in Tenant of more than seven and five-tenths percent (7.5%) ("Owners"), spouses and domestic partners of such Owners, Tenant's contractors (i.e., any person or entity in direct contractual privity with Tenant regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor

of more than seven and five-tenths percent (7.5%) ("Subowners") and spouses and domestic partners of such Subowners (Tenant and all the other preceding classes of persons and entities are together, the ("Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fund-raising committee (i) after execution of this agreement by Tenant, (ii) while this agreement or any Other Contract is executory, (iii) during the term of this agreement or any Other Contract between Tenant and the City, or (iv) during any period while an extension of this agreement or any Other Contract is being sought or negotiated.

Tenant represents and warrants that from the date the City approached the Tenant or the date Tenant approached the City, as applicable, regarding the formulation of this agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fund-raising committee.

Tenant agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fund-raising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fund-raising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fund-raising committee.

Tenant agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order Number 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order Number 05-1.

Tenant agrees that a violation of, noncompliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order Number 05-1 constitutes a breach and default under this agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Tenant intentionally violates this provision or Mayoral Executive Order Number 05-1 prior to the closing of this agreement, the City may elect to decline to close the transaction contemplated by this agreement.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fund-raising committee.

"Other Contract" means any other agreement with the City of Chicago to which Tenant is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council of the City of Chicago.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

(A) they are each other's sole domestic partner, responsible for each other's common welfare; and

(B) neither party is married; and

(C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and

(D) each partner is at least eighteen (18) years of age, and the partners are the same sex, and the partners reside at the same residence; and

(E) two (2) of the following four (4) conditions exist for the partners:

1. The partners have been residing together for at least twelve (12) months.

2. The partners have common or joint ownership of a residence.

3. The partners have at least two (2) of the following arrangements:

   a. joint ownership of a motor vehicle;

   b. a joint credit account;

   c. a joint checking account;

   d. a lease for a residence identifying both domestic partners as tenants.

4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fund-raising committee" means a "political fund-raising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

12.4 Waste Ordinance Provisions.

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Tenant warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this agreement is executory, Tenant's, any general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this agreement, constitutes a breach of and an event of default under this agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity. This section does not limit Tenant's, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this agreement. Noncompliance with these terms and conditions may be used by the City as grounds for the termination of this agreement, and may further affect the Tenant's eligibility for future contract awards.

In Witness Whereof, The parties have executed this lease as of the day and year first above written.

Landlord:

By: The City of Chicago, an Illinois municipal corporation

The Department of General Services

By: _____
Commissioner

Approved as to Form and Legality:

By: Department of Law

By: _____
Deputy Corporation Counsel,
Real Estate Division

Tenant:

By: North Park Village Garden Club, an Illinois not-for-profit corporation

By: _____

Its: _____

[Exhibit "A" referred to in this Lease Agreement with North Park Village Garden Club unavailable at time of printing.]

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT WITH WHITNEY WOOD WORKS, INC. FOR CITY-OWNED PROPERTY AT 445 NORTH SACRAMENTO BOULEVARD.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing the execution of a lease agreement at 445 North Sacramento Boulevard, having 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 vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

Alderman Carothers 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. The Commissioner of the Department of General Services is authorized to execute, on behalf of the City of Chicago, as landlord, a new lease with Whitney Wood Works, as tenant, for approximately one thousand two hundred (1,200) square feet of warehouse space at City-owned property located at 445 North Sacramento Boulevard for use by Whitney Wood Works, Inc. as a cabinetry and furniture manufacturing site; such lease to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement immediately follows Section 2 of this ordinance.]

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

Lease Agreement referred to in this ordinance reads as follows:

Lease Number 20181.

This lease is made and entered into this _____ day of _____, 2007, by and between the City of Chicago, an Illinois municipal corporation (hereinafter referred to as "Landlord") and Whitney Wood Works, an Illinois corporation (hereinafter referred to as "Tenant").

Recitals.

Whereas, Landlord is the owner of the premises more commonly known as 445 North Sacramento Boulevard, Chicago, Cook County, Illinois; and

Whereas, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord, approximately one thousand two hundred (1,200) square feet of warehouse space located on the 1st floor of 445 North Sacramento Boulevard (Chicago Center for Green Technology -- the "Building") as legally described on Exhibit A attached;

Now, Therefore, In consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

Section 1.

Grant.

Landlord hereby leases to Tenant the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

approximately one thousand two hundred (1,200) square feet of warehouse space located on the 1st floor of 445 North Sacramento Boulevard as depicted in Exhibit B (Permanent Index Number 16-12-114-021 -- the "Premises").

Section 2.

Term.

The term of this lease ("Term") shall commence on October 1, 2007 ("Commencement Date"), and shall end on September 30, 2012, unless sooner terminated as set forth in this lease.

Section 3.

Rent, Taxes And Utilities.

3.1 Rent.

Tenant shall pay base rent for the Premises in the amount of:

a) One Thousand Two Hundred and no/100 Dollars ($1,200.00) per month for the period beginning October 1, 2007 and ending on September 30, 2008 with said monthly rental rate being prorated on a per diem basis if the initial term does not commence on the first day of the month;

b) One Thousand Two Hundred Seventy-five and no/100 Dollars ($1,275.00) per month for the period beginning October 1, 2008 and ending on September 30, 2009;

c) One Thousand Three Hundred Fifty and no/100 Dollars ($1,350.00) per month for the period beginning October 1, 2009 and ending on September 30, 2010;

d) One Thousand Four Hundred Twenty-five and no/100 Dollars ($1,425.00) per month for the period beginning October 1, 2010 and ending on September 30, 2011;

e) One Thousand Five Hundred and no/100 Dollars ($1,500.00) per month for the period beginning October 1, 2011 and ending on September 30, 2012.

Rent shall be paid to Landlord at The Department of Revenue, Warrants for Collection, City Hall, 121 North LaSalle Street, Room 107, or at such place as Landlord may from time to time, hereby designate in writing to Tenant.

3.2 Utilities.

Tenant shall pay when due all charges for gas, electricity, light, heat, water, power, and telephone, or any other communication service, and all other utility services used in or supplied to Tenant's portion of the Premises. Tenant shall assume all responsibility for sub-metering the Premises. Provided, however, that in the event the Premises cannot be separately metered then Landlord shall directly bill Tenant for a pro-rated share of the utilities based on the square footage that Tenant occupies in the Building.

3.3 Leasehold Taxes.

Tenant shall pay when due any leasehold taxes assessed or levied on Tenant's portion of the subject Premises. Tenant shall contact the appropriate taxing body to ascertain the tax amount, if any, assessed on the subject Premises. Tenant shall provide Landlord with proof of payment in full, including any penalties or interest, within ten (10) days of such payment. Tenant's failure to pay any such taxes shall constitute a default under this lease. Notwithstanding the foregoing, nothing herein

shall preclude Tenant from contesting any charge or tax levied against the subject Premises. The failure of Tenant to pay such taxes during the pendency of the contest shall not constitute a default under this lease. Tenant's tax responsibilities under this section shall survive the expiration, cancellation, or termination of this lease agreement. Tenant acknowledges that real estate leasehold taxes are one (1) year in arrears in Cook County and that as a result Tenant will be responsible for satisfaction of all real estate or leasehold taxes assessed or levied on the subject Premises for at least one year after Tenant vacates the Premises.

3.4 Accord And Satisfaction.

No payment by Tenant or receipt by Landlord of a lesser amount than any installment or payment of the rent due hereunder shall be deemed to be other than on account of the amount due, and no endorsement of statement or any check or any letter accompanying any check or payment of rent shall be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice as to Landlord's right to recover the balance of such installment or payment to pursue any other remedies available to Landlord.

Section 4.

Enjoyment Of Premises, Alterations And Additions, Surrender.

4.1 Covenant Of Quiet Enjoyment.

Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

4.2 Tenant's Duty To Maintain Premises And Right Of Access.

Tenant accepts the property in as-is condition. Unless otherwise provided in this lease, Tenant shall, at Tenant's expense, keep the Premises in a condition of thorough repair and good order, and in compliance with all applicable provisions of the Municipal Code of Chicago, including but not limited to those provisions in Title 13 ("Building and Construction"), Title 14 ("Electrical Equipment and Installation"), Title 15 ("Fire Prevention") and all applicable provisions of the

Landscape Ordinance of the City of Chicago. If Tenant shall refuse or neglect to make needed repairs within thirty (30) days after written notice thereof sent by Landlord, unless such repair cannot be remedied by thirty (30) days, and Tenant shall have commenced and is diligently pursuing all necessary action to remedy such repair, Landlord is authorized to make such repairs and Tenant will promptly and within thirty (30) business days of demand reimburse Landlord for the reasonable cost thereof or Landlord can immediately terminate this lease by providing the Tenant with written notice. Landlord shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises, provided that except in the case of emergencies, Landlord shall first give notice to Tenant of its desire to enter the Premises and will schedule its entry so as to minimize any interference with Tenant's use of Premises.

4.3 Use Of The Premises.

Tenant shall not use the Premises in a manner that would violate any law. Tenant further covenants not to do or suffer any waste or damage, comply in all respects with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises, disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof. Any activities on the Premises must be limited to the use as a woodshop by Whitney Wood Works and associated uses. The promotion and operation of this facility does not include direct or indirect participation or intervention in political campaigns on behalf of or in opposition to any candidate for public office. Tenant agrees that in utilizing said Premises that it shall not discriminate against any member of the public because of race, religious affiliation, color, national origin, political persuasion, or sexual orientation. Tenant further covenants that the Premises shall not be used for any religious purposes.

4.4 Ingress And Egress.

Tenant shall have unimpeded ingress and egress access to the Premises throughout the Term of this lease and during any holding over.

4.5 Alterations And Additions.

Tenant shall have the right to make such alterations, additions and improvements on the Premises as it shall deem necessary, provided that any such alterations, additions, and improvements shall be in full compliance with the applicable law and provided that Tenant has obtained the prior written consent of the Commissioner

of the Department of General Services. Tenant warrants that the Commissioner of the Department of General Services is the only official that may authorize any physical changes to the Premises.

Section 5.

Assignment, Sublease And Liens.

5.1 Assignment And Sublease.

Tenant shall not assign this lease in whole or in part, or sublet the Premises or any part thereof.

5.2 Tenant's Covenant Against Liens.

Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only. In case of any such lien attaching, Tenant shall immediately pay and remove such lien or furnish security or indemnify Landlord in a manner satisfactory to Landlord in its sole discretion to protect Landlord against any defense or expense arising from such lien. Except during any period in which Tenant appeals any judgment or obtains a rehearing of any such lien, or in the event judgment is stayed, Tenant shall immediately pay any judgment rendered against Tenant, with all proper costs and charges, and shall have the lien released and any judgment satisfied. If Tenant fails to pay and remove any lien or contest such lien in accordance herewith, Landlord, at its election, may pay and satisfy same, and all sums so paid by Landlord, with interest from the date of payment at the rate set at twelve percent (12%) per annum.

Section 6.

Insurance And Indemnification.

6.1 Insurance.

The Tenant shall procure and maintain at all times, at Tenant's own expense, during the Term of this lease, the insurance coverages and requirements specified

below, insuring all operations related to the lease with insurance companies authorized to do business in the state of Illinois.

The kinds and amounts of insurance required are as follows:

a) Workers' Compensation And Employers Liability Insurance.

Workers' Compensation and Employers Liability Insurance and Occupational Disease Insurance, as prescribed by applicable law, covering all Landlord's employees and Employer's Liability coverage with limits of not less than Five Hundred Thousand Dollars ($500,000) each accident or illness.

b) Commercial Liability Insurance (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than One Million Dollars ($1,000,000) per occurrence, for bodily injury, personal injury, and property damage liability. Coverage extensions shall include the following: all premises and operations, products/completed operations, defense, separation of insureds and contractual liability (with no limitation endorsement). The City of Chicago, its employees, elected officials, agents, and representatives are to be named as additional insureds on a primary, noncontributory basis for any liability arising directly or indirectly from the lease.

c) Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles (owned, nonowned and hired) are used in connection with work to be performed, the Tenant shall provide Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence, for bodily injury and property damage.

d) All Risk Property Insurance.

All risk property insurance coverage shall be maintained by the Tenant for full replacement value to protect against loss, damage to or destruction of property. The policy shall list the City of Chicago as loss payee.

The Tenant shall be responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies), owned or rented, by the Tenant.

e) All Risk Builders Risk Insurance. When Tenant undertakes any construction, including improvements, betterments, and/or repairs, the Tenant shall provide All Risk Builders Risk Insurance, at replacement cost, for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverage shall include but not limited to the following: right to partial occupancy, earth movement, flood including surface water backup and sewer backup and seepage. The City of Chicago shall be named as loss payee.

6.2 Other Terms Of Insurance.

The Tenant will furnish the City of Chicago, Department of General Services, Office of Real Estate Management, Suite 3700, 30 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this lease, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of this lease. The Tenant shall submit evidence on insurance prior to lease award. The receipt of any certificates does not constitute agreement by the City that the insurance requirements in the lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all lease requirements. The failure of the City to obtain certificates or other insurance evidence from Tenant shall not be deemed to be a waiver by the City. The Tenant shall advise all insurers of the lease provisions regarding insurance. Nonconforming insurance shall not relieve Tenant of its obligation to provide Insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the lease, and the City retains the right to terminate the lease until proper evidence of insurance is provided.

The insurance shall provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by Tenant.

The Tenant agrees that insurers shall waive their rights of subrogation against the City of Chicago its employees, elected officials, agents or representatives.

The Tenant expressly understands and agrees that any coverages and limits furnished by Tenant shall in no way limit the Tenant's liabilities and responsibilities specified within the lease documents or by law.

The Tenant expressly understands and agrees that any insurance or self-insurance programs maintained by the City of Chicago shall apply in excess of and not contribute with insurance provided by the Tenant under the lease. The required insurance shall not be limited by any limitations expressed in the

indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

The City of Chicago, Department of Finance, Office of Risk Management, maintains the right to modify, delete, alter or change these requirements.

6.3 Tenant's Indemnification.

Tenant shall indemnify, defend, and hold Landlord harmless against all liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, costs, damages, and expenses (including reasonable attorney's fees, expenses, and court costs), whether such claim is related to or arises from personal injury or property damage which may be expended by or accrue against, be charged to, or be recovered from Landlord or Tenant by reason of Tenant's performance of or failure to perform any of Tenant's obligations under this lease, or Tenant's negligent acts or failure to act, or resulting from the acts or failure to act of Tenant's contractors, respective officers, directors, agents or employees.

Section 7.

Damage Or Destruction.

7.1 Damage Or Destruction.

If the Premises are damaged or destroyed or a casualty to such extent that Tenant cannot continue, occupy or conduct its normal business therein, or if, in Tenant's opinion, the Premises are rendered untenantable, either Landlord or Tenant shall have the option to declare this lease terminated as of the date of such damage or destruction by giving the other party written notice to such effect.

Section 8.

Conflict of Interest And Governmental Ethics.

8.1 Conflict Of Interest.

No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any financial interest (as

defined in Chapter 2-156 of the Municipal Code), either direct or indirect, in the Premises; nor shall any such official, employee, or member participate in making or in any way attempt to use his/her position to influence any City governmental decision or action with respect to this lease.

8.2 Duty To Comply With Governmental Ethics Ordinance.

Landlord and Tenant shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120, which states that no payment, gratuity or offer of employment shall be made in connection with any City of Chicago contract as an inducement for the award of that contract or order. Any contract negotiated, entered into or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City of Chicago.

Section 9.

Holding Over.

9.1 Holding Over.

Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning on October 1, 2012 and the rent shall be One Thousand Five Hundred Seventy-five and no/100 Dollars ($1,575.00) per month.

Section 10.

Miscellaneous.

10.1 Notice.

All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Tenant to Landlord shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid addressed to Landlord as follows:

City of Chicago
Department of General Services
Office of Real Estate Management
30 North LaSalle Street, Suite 3700
Chicago, Illinois 60602

or at such other place as Landlord may from time to time designate by written notice to Tenant. All notices, demands and requests by Landlord to Tenant shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant as follows:

Christine Parkinson
Whitney Wood Works
445 North Sacramento Boulevard, 1st Floor
Chicago, Illinois 60612

or at such other place as Tenant may from time to time designate by written notice to Landlord. Any notice, demand or request which shall be served upon Tenant by Landlord, or upon Landlord by Tenant, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

10.2 Partial Invalidity.

If any covenant, condition, provision, Term or agreement of this lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, Terms and agreements of this lease shall not be affected thereby, but each covenant, condition, provision, Term or agreement of this lease shall be valid and in force to the fullest extent permitted by Law.

10.3 Governing Law.

This lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

10.4 Entire Agreement.

All preliminary and contemporaneous negotiations are merged into and incorporated in this lease. This lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

10.5 Captions And Section Numbers.

The captions and section numbers appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this lease nor in any way affect this lease.

10.6 Binding Effect Of Lease.

The covenants, agreements and obligations contained in this lease shall extend to, bind and inure to the benefit of the parties hereto and their legal representatives, heirs, successors and assigns.

10.7 Time Is Of The Essence.

Time is of the essence of this lease and of each and every provision hereof.

10.8 No Principal/Agent Or Partnership Relationship.

Nothing contained in this lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

10.9 Authorization To Execute Lease.

The parties executing this lease hereby represent and warrant that they are duly authorized and acting representatives of Landlord and Tenant, respectively, and that by their execution of this lease, it became the binding obligation of Landlord and Tenant, respectively, subject to no contingencies or conditions except as specifically provided herein.

10.10 Termination Of Lease.

Landlord and Tenant shall have the right to terminate this lease by providing each other with thirty (30) days prior written notice at any time after execution of this lease.

10.11 Force Majeure.

When a period of time is provided in this lease for either party to do or perform any act or thing, the party shall not be liable or, responsible, for any delays due to

strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

10.12 Condemnation.

If the whole or any substantial part of the Premises are taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Premises, the Term of this lease shall, at the option of Landlord or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Landlord shall be entitled to receive the entire award without apportionment with Tenant.

10.13 No Brokers.

The Department of General Services does not use brokers, tenant representatives or other finders. Whitney Wood Works does not use brokers, landlord representatives or other finders. Tenant warrants to Landlord that no broker, landlord or tenant representative, or other finder (a) introduced Tenant to Landlord, (b) assisted Tenant in the negotiation of this lease, or (c) dealt with Tenant on Tenant's behalf in connection with the Premises or this lease. Landlord warrants to Tenant that no broker, landlord or tenant representative or other finder (a) introduced Landlord to Tenant, (b) assisted Landlord in the negotiation of this lease, or (c) dealt with Landlord on Landlord's behalf in connection with the Premises or this lease. Under no circumstances shall Tenant make any payments due hereunder to any broker(s). Under no circumstances shall Landlord make any payments due hereunder to any broker(s).

10.14 Option To Expand.

At any time during the effective date of this lease, provided additional space continues to be available at 445 North Sacramento Boulevard, Tenant may notify Landlord that Tenant wishes to rent such additional space as Tenant may deem suitable to Tenant's use of space as a woodshop. Provided, however, that the additional rent to be charged for this expanded use shall be not less than per square foot rates then in effect pursuant to Section 3 of this lease. Landlord may, but is not required to, accept Tenant's offer. In the event Landlord and Tenant agree on such expansion, Landlord and Tenant shall execute a lease amendment outlining the new space dimensions and revised rental amounts to be paid for such expanded use. Provided, however, that such lease amendment cannot extend the Term of this lease. All other provisions of this lease shall otherwise remain in full force and effect.

Section 11.

Additional Responsibilities Of Tenant.

11.1 Partition Wall.

At Tenant's sole cost without reimbursement from Landlord or other setoff, Tenant shall construct a partition wall that will divide the vacant portion of the first floor of the subject Building into Tenant's one thousand two hundred (1,200) square foot space. Said wall shall be constructed by Tenant under the supervision of an architect of the Department of General Services.

11.2 Acceptance Of Premises in "As-Is" Condition.

Tenant agrees that Tenant has inspected the Premises and all related areas and grounds and that Tenant is satisfied with the physical condition thereof. Tenant accepts the Premises in "as-is" condition.

11.3 Duty To Keep Clean.

Tenant shall keep the Premises in a sanitary condition, free of insects, rodents, vermin and other pests.

11.4 Custodial Services.

Tenant shall provide and pay for custodial services which shall be construed as keeping the Premises clean and free of debris.

11.5 Scavenger Service.

Tenant shall provide its own scavenger service where necessary.

11.6 Hazardous Materials.

Tenant shall keep out of Premises materials which cause a fire hazard or safety hazard and comply with reasonable requirements of Landlord's fire insurance carrier; not destroy, deface, damage, impair nor remove any part of the Premises or facilities, equipment or appurtenances thereto.

11.7 No Drugs.

Tenant agrees that no alcoholic beverages or illegal drugs of any kind or nature shall be sold, given away or consumed on the Premises.

11.8 Security.

Tenant shall be responsible for securing Tenant's portion of the Premises at all times and provide and pay for security where necessary.

11.9 No Illegal Activity.

Tenant, or any of its agents or employees, shall not perform or permit any practice that may damage the reputation of, or otherwise be injurious to the Premises or neighborhood, be illegal or increase the rate of insurance on the Premises.

11.10 Vending Machines.

Tenant shall not operate or permit to be placed on the Premises any coin or token operated vending machine or similar device for the sale of any merchandise, food, beverages, candy, cigarettes or other commodities or services.

11.11 Nuisance And Disturbance.

Tenant shall not permit anything to be done on or in the Premises which in any way may, in Landlord's sole judgment, create a nuisance in the common areas, disturb any other tenant of the Building or the occupants of neighboring property, or injure the reputation of the Building.

11.12 Full Responsibility.

Tenant assumes full legal and financial responsibility and liability for any and all use of the Premises by Tenant, Tenant's staff, Tenant's agents, Tenant's invitees, and any other person or persons entering the Premises.

11.13 Licensing And Permits.

For any activity which Tenant desires to conduct on the Premises in which a license or permit is required, said license or permit must be obtained by Tenant prior to using the Premises for such activity. The Department of General Services

must be notified of any such license or permit. Failure to obtain a required license or permit shall constitute a breach of the terms of this lease.

11.14 Building Rules.

Tenant shall comply with all rules and regulations in place at lease execution or thereafter promulgated in writing by the Department of General Services and which may apply to Tenant's use of the Premises or any of the Building's common areas including, but not limited to, any parking rules and regulations.

11.15 Signage.

Tenant may install any signage containing the words "Whitney Wood Works". Provided, however, that such installation and location must be approved in writing by the Commissioner of the Department of General Services. Tenant shall maintain such signage in a presentable condition, otherwise Landlord may direct Tenant to remove such signage at Tenant's cost.

11.16 Nondiscrimination.

Tenant shall not discriminate against any employee or applicant for employment upon the basis of race, age, color, religion, sex, sexual orientation, military discharge, ancestry, parental or marital status, disability, source of income or national origin; nor shall any person be denied admittance or be prevented from participating in any activity upon the basis of any of the foregoing.

11.17 Trade Fixtures.

Upon the termination or cancellation of this lease by lapse of time, Tenant may remove Tenant's personal property and equipment. Provided, however, that Tenant shall repair any injury or damage to the leased Premises which may result from such removal. If Tenant does not remove Tenant's furniture, machinery, trade fixtures, materials and all other items of personal property of any kind from the leased Premises prior to the end of the term, Landlord may, at its option, remove the same and deliver them to any other place of business of Tenant or warehouse the same, and Tenant shall pay the cost of such removal, including the repair for such removal, delivery and warehousing, to Landlord on demand, or Landlord may treat such property as being conveyed to Landlord with this lease as a bill of sale, without further payment or credit by Landlord to Tenant.

11.18 Smoke Detectors And Carbon Monoxide Detectors.

Tenant shall provide and maintain at all times functional smoke detectors and carbon monoxide detectors. Tenant assumes all responsibility for failure to provide and maintain such functional smoke detectors and carbon monoxide detectors.

11.19 Condition Of Premises Upon Termination Or Cancellation.

Upon the termination or cancellation of this lease, Tenant shall surrender the Premises to the Landlord in the same comparable condition to the condition of the Premises at the beginning of Tenant's occupancy of the subject Premises, with normal wear and tear taken into consideration.

11.20 Class Presentation.

Tenant may, but is not required, to present free educational classes at the Building.

11.21 Tenant Default.

Tenant must adhere to all provisions of this lease. Failure of Tenant to adhere to all provisions of this lease will result in default. In the event of such default, Landlord will notify Tenant in writing as to the circumstances giving rise to such default. Upon written receipt of such notice, Tenant must cure such default within fifteen (15) days. If Tenant does not cure such default within fifteen (15) days, Landlord may cancel this lease with fifteen (15) days written notice.

Section 12.

Tenant Disclosures And Representations.

12.1 Business Relationships.

Tenant acknowledges (A) receipt of a copy of Section 2-156-030(b) of the Municipal Code of Chicago, (B) that it has read such provision and understands that pursuant to such Section 2-156-030(b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as

defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030(b) by an elected official or any person acting at the direction of such official, with respect to any transaction contemplated by this agreement shall be grounds for termination of this agreement and the transactions contemplated hereby. Tenant hereby represents and warrants that no violation of Section 2-156-030(b) has occurred with respect to this lease agreement or the transactions contemplated hereby.

12.2 Patriot Act Certification.

Tenant represents and warrants that neither Tenant nor any Affiliate thereof (as defined in the next paragraph) is listed on any of the following lists maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, the Bureau of Industry and Security of the United States Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment, the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to Tenant that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Tenant, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

12.3 Prohibition On Certain Contributions -- Mayoral Executive Order Number 05-1.

Tenant agrees that Tenant, any person or entity who directly or indirectly has an ownership or beneficial interest in Tenant of more than seven and five-tenths percent (7.5%)("Owners"), spouses and domestic partners of such Owners, Tenant's contractors (i.e., any person or entity in direct contractual privity with Tenant regarding the subject matter of this agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than seven and five-tenths percent (7.5%) ("Subowners") and spouses and domestic partners of such Subowners (Tenant and all the other preceding classes

of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fund-raising committee (i) after execution of this agreement by Tenant, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this agreement or any Other Contract between Tenant and the City, or (iv) during any period while an extension of this agreement or any Other Contract is being sought or negotiated.

Tenant represents and warrants that from the date the City approached the Tenant or the date Tenant approached the City, as applicable, regarding the formulation of this agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fund-raising committee.

Tenant agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fund-raising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fund-raising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fund-raising committee.

Tenant agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order Number 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order Number 05-1.

Tenant agrees that a violation of, noncompliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order Number 05-1 constitutes a breach and default under this agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default under this Agreement, under any Other Contract, at Law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Tenant intentionally violates this provision or Mayoral Executive Order Number 05-1 prior to the closing of this agreement, the City may elect to decline to close the transaction contemplated by this agreement.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fund-raising committee.

"Other Contract" means any other agreement with the City of Chicago to which Tenant is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council of the City of Chicago.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

(A) they are each other's sole domestic partner, responsible for each other's common welfare; and

(B) neither party is married; and

(C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and

(D) each partner is at least eighteen (18) years of age, and the partners are the same sex, and the partners reside at the same residence; and

(E) two (2) of the following four (4)conditions exist for the partners:

1. The partners have been residing together for at least twelve (12) months.

2. The partners have common or joint ownership of a residence.

3. The partners have at least two (2) of the following arrangements:

   a. joint ownership of a motor vehicle;

   b. a joint credit account;

   c. a joint checking account;

   d. a lease for a residence identifying both domestic partners as tenants.

4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fund-raising committee" means a "political fund-raising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

12.4 Waste Ordinance Provisions.

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Tenant warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this agreement is executory, Tenant's, any general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this agreement, constitutes a breach of and an event of default under this agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the agreement, at law or in equity. This section does not limit Tenant's, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this agreement. Noncompliance with these terms and conditions may be used by the City as grounds for the termination of this agreement, and may further affect the Tenant's eligibility for future contract awards.

In Witness Whereof, The parties have executed this lease as of the day and year first above written.

Landlord:

By: The City of Chicago, an Illinois municipal corporation

The Department of General Services

By: _____
Commissioner

The Department of Environment

By: _____
Commissioner

Approved as to Form and Legality:

By: Department of Law

By: _____
Deputy Corporation Counsel
Real Estate Division

Tenant:

By: Whitney Wood Works,
an Illinois corporation

By: _____

Its: _____

[Exhibit "B" referred to in this Lease Agreement with Whitney Wood Works, Inc. unavailable at time of printing.]

Exhibit "A" referred to in the Lease Agreement with Whitney Wood Works, Inc. reads as follows:

Exhibit "A".

Legal Description Of Property:

Lot 26 in Griffin's Subdivision of all of Lots 1 and 4, also Lots 2 and 3 except the east 66 feet thereof, all in Graydon and Carsons Subdivision of the east half of the northwest quarter lying south of the right-of-way of the Chicago, Milwaukee St. Paul Railway Company in Section 12, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

Common Address:

445 North Sacramento Boulevard.

Permanent Index Number:

16-12-114-021.

COMMITTEE ON LICENSE AND CONSUMER PROTECTION.

AMENDMENT OF TITLE 4, CHAPTERS 5 AND 96 AND TITLE 17, CHAPTER 17 OF MUNICIPAL CODE OF CHICAGO BY REGULATING AND LICENSING OF ASSISTED LIVING AND SHARED HOUSING ESTABLISHMENTS.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an amended ordinance introduced by Mayor Richard M. Daley at the request of the Commissioner of Public Health (which was referred on September 5, 2007), to amend Chapter 4-96 of the Municipal Code of Chicago regarding the assisted living and shared housing establishment license, begs leave to recommend that Your Honorable Body *Pass* the amended ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on September 19, 2007.

Respectfully submitted,

(Signed) GENE SCHULTER,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

Alderman Carothers 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. Chapter 4-5 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

4-5-010 Establishment Of License Fees.

(Omitted text is unaffected by this ordinance.)

(69a) Long-term care facility (4-96) . . . 2,200.00

Assisted living/shared housing establishment (4-96).....600.00

(Omitted text is unaffected by this ordinance.)

SECTION 2. Chapter 4-96 of the Municipal Code of Chicago is hereby amended by adding a new Section 4-96-057, by adding the language underscored, and by deleting the language struck through, as follows:

4-96-010 Definitions.

For purposes of this chapter:

"Assisted Living and Shared Housing Act" means the Assisted Living and Shared Housing Act, 210 ILCS 9/1, et seq., as amended.

"Assisted living establishment" shall have the same meaning as set forth in the Assisted Living and Shared Housing Act.

"Long-term care facility" means private home, institution, building, residence, or any other place that satisfies the definition of a "facility" or "long-term care facility" as set forth in the Nursing Home Care Act, ~~210 ILCS 45/1-113, as amended~~.

"Nursing Home Care Act" means the Nursing Home Care Act 210 ILCS 45/1-101, et seq., as amended.

~~"Person" means any individual, firm, partnership, corporation, company, association or joint stock association, or the legal successor thereof.~~

"Shared housing establishment" shall have the same meaning as set forth in the Assisted Living and Shared Housing Act.

4-96-020 License Requirement.

It shall be unlawful for any person to operate a long-term care facility, an assisted living establishment, or a shared housing establishment, within the city without first obtaining a City of Chicago license.

4-96-030 License -- Application -- Inspection.

An application for any license required pursuant to this chapter shall be made in conformity with the general requirements of Chapter 4-4 of the Municipal Code relating to applications for licenses. ~~Any person seeking a long-term care facility license shall file an application with the.~~ The department of business affairs and licensing ~~which~~ shall forward the application to the department of health. The application shall include the location or proposed location of the ~~long-term care~~ facility, the number of residents, the level of care proposed to be given at the facility, a statement indicating ownership of the facility, the name and address of the administrator, and other information as may be required by rules and regulations promulgated by the board of health.

Before a license may be issued, the department of health, the bureau of fire prevention and the department of buildings shall inspect the premises for which the license is sought to determine that the premises are in compliance with the provisions of this Code and the rules and regulations promulgated thereunder relating to health and sanitation, buildings and fire prevention.

The director of business affairs and licensing shall notify the alderman of the affected ward of the issuance of any license under this chapter.

4-96-040 License Renewal.

~~Long-care facility license~~ All licenses issued under this chapter shall be renewed ~~annually~~ in accordance with ~~Section 4-4-021~~ Chapter 4-4 of this Code.

4-96-050 License Fee.

The fee for ~~a long-term care facility~~ any license issued under this chapter shall be as set forth in Section 4-5-010 of this Code.

4-96-055 State License Requirement.

~~Every long-term care, facility shall, no later than 60 days after being issued an initial or a renewal license under this chapter, be licensed by the State of Illinois in accordance with the Nursing Home Care Act., 210 ILCS 45/1-101, et seq. No long-term care facility shall operate without a state license. An initial or renewal license under this chapter shall expire 60 days after its issuance unless the licensee provides the department of business affairs and licensing with proof of a state license, that is in force and effect, prior to the end of the 60-day period.~~

No person shall be eligible to be licensed as long-term care facility, an assisted living establishment, or a shared housing establishment unless the person has a current license issued by the State of Illinois to engage in such business.

4-96-057 State Requirements And Standards.

(a) Every long-term care facility shall comply with the minimum requirements and standards established in the Nursing Home Care Act, and any rule and regulation promulgated thereunder, which standards and requirements are incorporated herein and made hereby a part of this chapter.

(b) Every assisted living establishment shall comply with the applicable minimum requirements and standards established in the Assisted Living and Shared Housing Act, and every rule and regulation promulgated thereunder, which standards and requirements are incorporated herein and made hereby a part of this chapter.

(c) Every shared housing establishment shall comply with the applicable minimum requirements and standards established in the Assisted Living and Shared Housing Act, and every rule and regulation promulgated thereunder, which standards and requirements are incorporated herein and made hereby a part of this chapter.

4-96-060 Rules And Regulations.

The board of health may adopt and enforce rules and regulations relating to the operation and conduct of ~~long-term care~~ facilities and establishments licensed under this chapter. Such rules and regulations may concern, but are not limited to, public health and safety. The board of health may adopt and enforce all existing and future state rules and regulations relating to the operation of long-term care facilities, assisted living establishments or shared housing establishments.

4-96-065 Maximum Hot-Weather Temperatures.

Any existing or newly constructed ~~long-term care~~ facility or establishment licensed under this chapter shall be equipped with an automatic air-cooling system or equipment capable of maintaining the interior summer design temperature of 75 degrees Fahrenheit at 50% ~~and~~ relative humidity level ~~required by Section 13-192-205 of this Code~~ in all living quarters, dining areas, bathrooms, common rooms and connecting corridors. The licensee ~~or his designee~~ shall monitor the interior temperature and humidity level in all living quarters, dining areas, bathrooms, common rooms and connecting corridors on a regular basis, and shall provide air cooling as needed to maintain the interior temperature and humidity level specified in ~~that~~ this section.

4-96-070 Inspections.

Every assisted living establishment and shared housing establishment shall be inspected biennially by the department of health, bureau of fire prevention and department of buildings, and every ~~Each long-term care~~ facility required to be licensed under this chapter shall be open at all times for inspection by such departments ~~the department of health, bureau of fire prevention and department of buildings.~~

4-96-080 Enforcement And Penalties.

(a) Any person who violates any provision of this chapter, or any rule or regulation promulgated hereunder, ~~The Nursing Home Care Act, 210 ILCS 45/1, et seq.~~, or any applicable state law rule or regulation promulgated thereunder, shall be subject to a fine of not less than $300.00 nor more than $500.00 per violation, or shall be subject to license suspension or revocation. Each day that such violation exists shall constitute a separate and distinct offense.

(b) ~~The commissioner of the department of health may also suspend, for a period not to exceed 30 days, or seek revocation of a license issued under this chapter, in accordance with the procedures described in this section, upon the determination that one or more violations of this chapter, any rule or regulation promulgated hereunder, or the Nursing Home Care Act, or any rule or regulation promulgated thereunder, has occurred.~~

Upon determinating that a licensee has violated any provision of this chapter or any rule or regulation promulgated hereunder, or any applicable state law, the commissioner of health may institute an administrative adjudication proceeding with the department of administrative hearings by forwarding a copy of a notice of violation or a notice of hearing, which has been properly served, to the department of administrative hearings; provided however, that if the commissioner

recommends the suspension or revocation of the license, the commissioner shall make such recommendation to the department of business affairs and licensing in accordance with the requirements of Chapter 4-4 of the Municipal Code.

~~(c) Before any suspension order shall be issued, the commissioner shall notify the licensee of the specific charges against him and of his right to a hearing. Notice shall be served upon an officer or operator of the long term care facility at least seven days prior to the heating date by: (i) first class or express mail or by overnight carrier, or (ii) personal service. The person before whom the hearing is held shall not have been involved in the initial decision to seek suspension. At the hearing, a long-term care facility and its representatives may be represented by counsel, present documentary evidence and/or live testimony, and may cross-examine witnesses called by the department of health. The department of health shall present sufficient evidence from witnesses having personal knowledge of the offense to prove, by a preponderance of the evidence, that one or more violations of the aforementioned provisions occurred. The strict rules of evidence applicable to judicial proceedings shall not apply to hearings under this section. The record of each hearing shall include: (i) a record of the testimony presented at the hearing, which may be by tape recording or other appropriate means; (ii) any document presented at the hearing; and (iii) a copy of the written notice of hearing that was served in accordance with this section. Following the hearing, the hearing officer shall issue in writing a decision stating whether the long-term care facility license shall be suspended or revoked. The licensee may file a complaint in a court of competent jurisdiction seeking to review a decision to suspend a license. After the exercise of exclusive jurisdiction by the department of administrative hearings in accordance with Section 2-14-190(c) of this Code, the commissioner shall institute an action with the department of administrative hearings which shall appoint an administrative law officer who shall conduct the hearing.~~

~~(d) The commissioner of health may file charges before the department of business affairs and licensing seeking the suspension or revocation of a license under this chapter. Following a hearing conducted in accordance with its rules, the department of business affairs and licensing shall determine whether suspension or revocation relocation is warranted or a lesser penalty, if any, should be imposed.~~

4-96-090 Status Of State License.

The expiration, revocation or suspension of a State of Illinois license ~~required~~ to operate ~~a long-term care~~ any facility ~~as set forth in the Nursing Home Act~~ required to be licensed under this chapter shall constitute a violation of this chapter and shall be grounds for license suspension or revocation ~~pursuant to Section 4-96-080~~.

4-96-100 Reports.

Every ~~person conducting or operating any long-term care facility within the city~~ licensee shall make such reports to the department of health as it may from time to time require by rules as promulgated by the ~~commissioner~~ board of health.

All reports shall be furnished on forms prepared and supplied by the department of health for such purpose, and shall be verified by the signature of the chief physician or administrator of such ~~long-term care~~ facility.

SECTION 3. Section 17-17-0102 of the Municipal Code of Chicago is hereby amended by inserting the language underscored and by deleting the language struck through, as follows:

17-17-0102 Residential Use Group.

The Residential Use Group includes uses that provide living accommodations to one or more persons. The Residential Use Group includes two Use Categories: group living and household living.

17-17-0102-A Group Living.

Residential occupancy of a dwelling by other than a "household", typically providing communal kitchen/dining facilities. Examples of group living uses include but are not limited to fraternities, sororities, convents, monasteries, nursing homes and the following specific use types:

1. Assisted Living.

A facility that meets the definition of: (1) an "assisted living establishment" or a "shared housing establishment" as those terms are defined in the Assisted Living and Shared Housing Act, 210 ILCS 9/1, et seq., as amended ~~established in the Illinois Administrative Code (Title 77, Chapter I, Part 295)~~.

(Omitted text is unaffected by this ordinance.)

SECTION 4. This ordinance takes effect one hundred eighty (180) days after its passage and publication.

AMENDMENT OF TITLES 4 AND 17 OF MUNICIPAL CODE OF CHICAGO BY REGULATING AND LICENSING OF ADULT FAMILY CARE FACILITIES.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an amended ordinance introduced by Mayor Richard M. Daley at the request of the Commissioner of Public Health (which was referred on September 5, 2007), to amend Chapter 4-97 of the Municipal Code of Chicago regarding the adult family care facility license, begs leave to recommend that Your Honorable Body *Pass* the amended ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on September 19, 2007.

Respectfully submitted,

(Signed) GENE SCHULTER,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

Alderman Carothers 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. Chapter 4-5 of the Municipal Code of Chicago is hereby amended by inserting the language underscored and by deleting the language struck through, as follows:

4-5-010 Establishment Of License Fees.

(Omitted text is unaffected by this ordinance.)

(67) ~~Reserved~~ Adult family care facility (Chapter 4-97)

Adult family care home.....$500.00

Adult family care center..... $500.00

(Omitted text is unaffected by this ordinance.)

SECTION 2. The Municipal Code of Chicago is hereby amended by adding a new Chapter 4-97, as follows:

4-97-010 Definitions.

For purposes of this chapter:

(a) "Adult family care facility" means a dwelling unit, as that term is defined in Section 17-17-0248, in which a person who owns or rents the dwelling unit provides room, board and personal care, on a 24-hour basis, for three or more adults, who are 55 years of age or older and are not relatives of the licensee. An adult family care facility does not include:

(1) a hospital, institution, or similar place operated by the federal, state or local government;

(2) any entity licensed by the state as:

(i) a long term care facility;

(ii) a hospital or sanitarium;

(iii) a community living facility;

(iv) a community-integrated living arrangement;

(v) a life care facility;

(vi) a hospice;

(vii) a shared housing establishment;

(viii) an assisted living establishment;

(3) any single-room occupancy unit or bread and breakfast establishment licensed by the city; or

(4) an arrangement whereby a person who owns or rents a home provides room, board, and personal services only to his or her relatives.

"Adult family care home" means an adult family care facility that provides accommodations for 3 to not more than 8 residents.

"Adult family care center" means an adult family care facility that provides accommodations for not less than 9 residents.

"Activities of daily living" means functions and tasks for self-care, including, eating, bathing, grooming, dressing, ambulating, and other similar tasks.

"Applicant" shall mean a person or any partner, if a general partnership; any general partner, if a limited partnership; any principal officer, if a corporation; any managing member, if a limited liability company; or any owner of 25% or more of the entity applying for an adult family care facility license.

"Commissioner" means the commissioner of health.

"Personal care" or "personal services" means individual assistance with or supervision of the activities of daily living and the self-administration of medication and other similar services. Assistance with the self-administration of medication may include: reminding the resident to take medication; reading the medication label to the resident; checking the medication dosage against the label; confirming that the resident has obtained and is taking the dosage as prescribed; documenting, in writing, that a resident has taken or refused to take the medication; and, if a resident is unable to open the medication container, opening the container for the resident.

"Relative" means a person related by blood, marriage, legal adoption or guardianship to a licensee. For purposes of this definition, the term "licensee" shall include a person, or any partner, if a general partnership; any general partner, if a limited partnership; any principal officer, if a corporation; any managing member, if a limited liability company; or any owner of 25% or more of an entity issued an adult family care license.

"Resident" means a person not a relative of the licensee, who receives room, board and personal care in an adult family care facility.

4-97-020 License Requirement.

It shall be unlawful for any person to operate an adult family care facility within the city without first obtaining a City of Chicago license. In addition to any other license, every licensee of an adult family care facility shall have a valid certificate of registration in food handling and sanitation issued by the department of health.

The license shall be valid only to the person to whom it was issued and it shall not be subject to sale, assignment, or transfer, voluntary or involuntary, nor shall the license be valid for any premises other than that for which it was originally issued.

The license shall be displayed in a conspicuous place in the adult family care facility.

4-97-030 License -- Application.

(a) An application for a license required pursuant to this chapter shall be made in conformity with the general requirements of Chapter 4-4 of the Municipal Code relating to applications for licenses. The department of business affairs and licensing shall forward the application to the department of health. The application shall include the location or proposed location of the adult family care facility, the total number of residents, a statement indicating ownership of the facility, the name and address of the person under whose supervision or management the facility will be conducted, and other information that may be required by rules and regulations promulgated by the board of health.

(b) Before a license shall be issued, the department of health, the bureau of fire prevention and the department of buildings shall inspect the premises for which the license is sought to determine whether the facility is in compliance with the provisions of this Code and the rules and regulations promulgated thereunder relating to health and sanitation, buildings and fire prevention.

(c) The applicant and every manger located at the facility shall submit to fingerprinting by the department of business affairs and licensing.

(d) Each applicant shall furnish a certificate of insurance evidencing: (1) homeowner's fire, hazard and liability insurance; and (2) general commercial liability insurance with limits of not less than $500,000.00 per occurrence, combined single limit, for bodily injury, personal injury, and property damage arising in any way from the issuance of the license or activities conducted pursuant to the license. Every insurance policy required by this section shall require 30 days advance notice to the director of business affairs and licensing prior to cancellation, and shall name the City of Chicago as an additional insured.

(e) As a condition of the license, the licensee shall keep all information current. Any change in required information shall be reported to the department within 30 days after the change.

(f) The director of business affairs and licensing shall notify the alderman of the affected ward of the issuance of any license under this chapter.

4-97-040 License Denial Or Revocation.

A license or a renewal of a license shall be denied or revoked for any of the following reasons:

(a) The applicant does not own or lease the premises in which the adult family facility will be located;

(b) The applicant's license under this chapter has been revoked for cause within two years of the date of the application; or

(c) The applicant, a member of the applicant's household residing at the facility who is 18 years or older, or any manger, supervisor or caregiver located at the facility has:

(1) admitted or been found guilty or liable in any judicial or administrative proceeding of any offense involving neglect or abuse of an elderly person; domestic violence; drugs or narcotics; violence; fraud; theft; personal dishonesty; deception; or forgery; or

(2) within the past ten years admitted or been found guilty or liable in any judicial proceeding of a felony of any nature; or any offense, however classified, that would have been a felony under Illinois law when committed.

4-97-050 License Renewal.

All licenses issued under this chapter shall be renewed in accordance with Chapter 4-4 of this Code.

4-97-060 License Fee.

The fee for any license issued under this chapter shall be as set forth in Section 4-5-010 of this Code.

4-97-070 General Standards.

(a) Services that must be provided to all residents of the adult family care facility shall include, but not be limited to: room and board; assistance necessary to perform the activities of daily living; assistance necessary to self-administer medication; supervision of the residents; social and leisure activities; and any other service required in the rules and regulation which the department of health determines is necessary for the health and well-being of the residents.

(b) An adult care facility shall provide a private or semi-private room with access to common areas for each resident; provided that a semi-private room shall not have more than two residents per room.

(c) At all times that the adult care facility is operating, the licensee shall have on-site in the facility, personnel, sufficient in number and training, to assist and supervise the residents.

(d) A licensee shall not accept any person as a resident or permit a resident to remain in the facility if the facility cannot provide or secure appropriate services for the person, or if the person requires a level of service or type of service for which the facility is not licensed or does not provide.

(e) An adult family care facility shall not have more than 11 persons as residents in the facility at any time.

(f) The licensee shall maintain any insurance required by this chapter in full force and effect for the duration of the license period.

(g) Every licensed premises shall be equipped with an automatic air-cooling system or equipment capable of maintaining the interior summer design temperature of 75 degrees Fahrenheit at 50% relative humidity level in all living quarters, dining areas, bathrooms, common rooms and connecting corridors. The licensee shall monitor the interior temperature and humidity level in all living quarters, dining areas, bathrooms, common rooms and connecting corridors on

a regular basis, and shall provide air cooling as needed to maintain the interior temperature and humidity level specified in this subsection.

(h) Every licensee shall maintain records to show proof, satisfactory to the director of business affairs, that every member of the applicant's household residing at the facility who is 18 years or older, and every employee, supervisor and caregiver located at the facility conform to the restrictions set forth in subsection 4-97-040(c), and shall immediately notify the department of health if any such person fails to conform with the restrictions set forth in subsection 4-97-040(c).

(i) Every licensee shall have a written agreement with each resident which sets forth the term of occupancy and services provided, and any additional term or condition set forth in the rules and regulations.

4-97-080 Inspections.

Every adult family care facility shall be inspected annually by the department of health, department of aging, the fire department's bureau of fire prevention and department of buildings, and shall be open at all reasonable times for inspection by such departments.

4-97-090 Reports.

Every licensee shall make such reports to the department of health as it may from time to time require by rules as promulgated by the board of health.

4-97-100 Rules And Regulations.

The board of health may adopt and enforce rules and regulations relating to the operation and conduct of adult family care facilities licensed under this chapter. Such rules and regulations may concern, but are not limited to, the terms of the written agreement between the licensee and the resident, public health and safety issues; qualifications, training standards and responsibilities of licensees and staff; criteria and procedures for determining the appropriateness of a resident's placement and continued residency in an adult family care facility; and procedures for providing notice and assuring the least possible disruption of residents' lives when residents are relocated, or an adult family care facility is closed, or the ownership of an adult family care facility is transferred.

The board of health may adopt and enforce all existing and future state rules and regulations relating to the operation of adult family care facilities.

4-97-110 Summary Closure.

(a) In addition to any other fine or penalty provided for in this chapter, whenever an inspection indicates that the condition of a licensee's operation or premises creates an imminent hazard to the public health or to the health of any resident in the licensee's care, the commissioner may immediately close the adult family care facility until such time that the conditions that caused the hazard are corrected.

(b) Upon closure of the licensed facility, all operations related to the license shall cease at once. The commissioner may cause a "notice of closure" sign to be conspicuously placed upon the closed licensee's premises. It shall be unlawful for any person to remove a "notice of closure" sign placed on the licensee's premises unless authorized to do so by the commissioner.

(c) Upon closure, a licensee may at any time apply for restoration of the license. Within 48 hours after the commissioner receives the application, accompanied by a statement signed by the licensee that the provisions previously violated have been complied with, the commissioner shall cause a reinspection of the licensee's premises to assure that the conditions that caused the hazard have been corrected.

(d) A $50.00 reinspection fee shall be assessed against the licensee of any adult family care facility for each inspection conducted by the commissioner to address a violation previously identified in an inspection.

(e) In addition to any penalties set forth in this chapter, the licensee shall be liable for the actual costs incurred by the city to abate, remediate, repair or remove the conditions that gave rise to the violation.

(f) The commissioner shall notify the director of business affairs and licensing immediately upon the closure of any adult family care facility pursuant to this section.

(g) The summary closure of any adult family care facility shall constitute grounds for suspension or revocation of the license.

4-97-120 Enforcement And Penalties.

(a) Any person who violates any provision of this chapter, or any rule or regulation promulgated hereunder, shall be subject to a fine of not less than $300.00 nor more than $500.00 per violation, or shall be subject to license suspension or revocation, or both. Each day that such violation exists shall constitute a separate and distinct offense.

(b) Upon the determination that a licensee has violated any provision of this chapter or any rule or regulation promulgated hereunder, the commissioner may institute an administrative adjudication proceeding with the department of administrative hearings by forwarding a copy of a notice of violation or a notice of hearing, which has been properly served, to the department of administrative hearings; provided however, that if the commissioner recommends the suspension or revocation of the license, the commissioner shall make such recommendation to the department of business affairs and licensing in accordance with the requirements of Chapter 4-4 of the Municipal Code.

SECTION 3. Section 17-17-0102 of the Zoning Code of the Municipal Code of Chicago is hereby amended by adding the language underscored and by deleting the language struck through, as follows:

17-17-0102 Residential Use Group.

The Residential Use Group includes uses that provide living accommodations to one or more persons. The Residential Use Group includes two Use Categories: group living and household living.

(Omitted text is unaffected by this ordinance.)

17-17-0102-A Group Living.

Residential occupancy of a dwelling by other than a "household", typically providing communal kitchen/dining facilities. Examples of group living uses include but are not limited to fraternities, sororities, convents, monasteries, nursing homes and the following specific use types:

(Omitted text is unaffected by this ordinance.)

3. Community Home.

An adult family care facility, as that term is defined in Section 4-97-010; or a ~~A~~ single dwelling occupied on a permanent basis by a group of unrelated persons with disabilities in a family-like environment, and which may be occupied by paid professional support staff provided by a sponsoring agency.

(a) Community Home, Family.

(i) An adult family care home, as that term is defined in Section 4-97-010; or

(ii) A single dwelling unit that complies with the regulations of the zoning district in which it is located, and which is occupied on a permanent basis by a group of not more than 8 unrelated persons with disabilities in a family-like environment and which may be occupied by paid professional support staff provided by a sponsoring agency.

(b) Community Home, Group.

(i) An adult family care center, as that term is defined in Section 4-97-010; or

(ii) A single dwelling unit that complies with the regulations of the zoning district in which it is located, and which is occupied on a permanent basis by a group of not less than 9 and not more than 15 unrelated persons with disabilities in a family-like environment and which may be occupied by paid professional support staff provided by a sponsoring agency.

(Omitted text is unaffected by this ordinance.)

SECTION 4. This ordinance takes effect one hundred eighty (180) days after its passage and publication.

AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 022 OF MUNICIPAL CODE OF CHICAGO BY RENUMBERING SUBSECTION 30.33 TO READ SUBSECTION 30.34 WHICH RESTRICTED ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTIONS OF NORTH CENTRAL AVENUE AND WEST BELMONT AVENUE.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration

an ordinance introduced by Alderman Ariel Reboyras (which was referred on September 5, 2007), to amend the Municipal Code of Chicago by correcting a numbering error in Section 4-60-022, begs leave to recommend that Your Honorable Body *Pass* the ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on September 19, 2007.

Respectfully submitted,

(Signed) GENE SCHULTER,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, An ordinance amending, among other sections, Section 4-60-022 of the Municipal Code by adding new subsection 4-60-022 (30.33) was passed by the City Council on June 13, 2007 and appears at pages 2887 -- 2889 of the *Journal of the Proceedings of the City Council of the City of Chicago* of that date (the "Ordinance"); and

WHEREAS, It was later discovered that the Ordinance contained a numbering error, namely, that subsection 4-60-022 (30.33) already exists; and

WHEREAS, It is therefore necessary and advisable to correct the error by renumbering the subsection that the Ordinance added to the Code; now, therefore,

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

SECTION 1. That portion of Section 2 of the Ordinance which pertains to

Section 4-60-022 is hereby amended by deleting the struck-through language and inserting the underscored language, as follows:

(Omitted text is unaffected by this ordinance.)

~~(30.33)~~ (30.34) On North Central Avenue, from West Barry Avenue to West Belmont Avenue, and on the south side of West Belmont Avenue, from North Central Avenue to North Linder Avenue.

(Omitted text is unaffected by this ordinance.)

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

AMENDMENT OF TITLE 4, CHAPTER 60, SECTIONS 022 AND 023 OF MUNICIPAL CODE OF CHICAGO BY DELETION OF SUBSECTIONS 022 (40.10) AND 023 (40.43) WHICH RESTRICTED ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR AND PACKAGE GOODS LICENSES ON PORTION OF NORTH CLARK STREET.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Patrick O'Connor (which was referred on September 5, 2007), to amend Section 4-60-022 and Section 4-60-023 of the Municipal Code of Chicago by deleting subsections 4-60-022 (40.10) and 4-60-023 (40.43), begs leave to recommend that Your Honorable Body *Pass* the ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on September 19, 2007.

Respectfully submitted,

(Signed) GENE SCHULTER,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

Alderman Carothers 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. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by deleting the language stuck through, as follows:

4-60-022 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional license shall be issued for the sale of alcoholic liquor, for consumption on the premises within the following areas:

(Omitted text is unaffected by this ordinance.)

~~(40.10) On North Clark Street, from West Granville Avenue to West Devon Avenue.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-023 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

(Omitted text is unaffected by this ordinance.)

~~(40.43) On Clark Street, from Granville Avenue to Devon Avenue.~~

(Omitted text is unaffected by this ordinance.)

SECTION 3. This ordinance shall be in force and effect upon passage and publication.

AMENDMENT OF TITLE 4, CHAPTER 156, SECTION 090 OF MUNICIPAL CODE OF CHICAGO BY INCREASING MAXIMUM FEE FOR RAFFLE CHANCES.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Gene Schulter (which was referred on September 5, 2007), to amend Section 4-156 of the Municipal Code of Chicago regarding raffle licenses, begs leave to recommend that Your Honorable Body *Pass* the ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on September 19, 2007.

Respectfully submitted,

(Signed) GENE SCHULTER,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

Alderman Carothers 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. Section 4-156-090 of the Municipal Code of Chicago is hereby amended by deleting the struck-through language and inserting the underscored language, as follows:

4-156-090 Raffles -- Prizes -- Fees.

The maximum cash prize awarded in any raffle shall be $100,000.00; the maximum retail value of a non-cash prize awarded in any raffle shall be $100,000.00. The aggregate value of all prizes awarded in any raffle shall not exceed $200,000.00. The maximum fee for any chance shall be ~~$200.00~~ 500.00; all such fees shall be paid in currency, or by check or credit card.

SECTION 2. This ordinance shall be in force and effect upon passage and publication.

AMENDMENT OF TITLE 4, CHAPTER 216, SECTION 010 OF MUNICIPAL CODE OF CHICAGO BY EXPANSION OF DEFINITION OF "JUNK" TO INCLUDE MATERIALS THAT HAVE BEEN USED IN BUILDING CONSTRUCTION OR REHABILITATION PROJECTS.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Ed Smith (which was referred on September 5, 2007), to amend Chapter 4-216 of the Municipal Code of Chicago regarding the definition of "Junk", begs leave to recommend that Your Honorable Body *Pass* the ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on September 19, 2007.

Respectfully submitted,

(Signed) GENE SCHULTER,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

Alderman Carothers 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. Chapter 4-216 of the Municipal Code of Chicago is hereby amended by inserting new language and underlined, as follows:

4-216-010 Definitions.

(Omitted text is unaffected by this ordinance.)

"Junk" means and includes old iron, chain, brass, copper, tin, lead or other base metals, old rope, old bags, rags, wastepaper, paper clippings, scraps of woolens, clips, bagging, rubber and glass, and empty bottles of different kinds and sizes when the number of each kind or size is less than one gross, <u>all materials, elements, and components that have been used or have been purchased to be used in building construction or rehabilitation projects,</u> and all articles and things discarded or no longer used as a manufactured article composed of, or considering of, any one or more of the materials or articles herein mentioned.

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in full force and effect immediately upon its passage and publication.

AMENDMENT OF TITLE 4, CHAPTER 264, SECTION 005 OF MUNICIPAL CODE OF CHICAGO BY EXPANSION OF DEFINITION OF "SECONDHAND PROPERTY" TO INCLUDE CONSTRUCTION MATERIALS.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Ed Smith (which was referred on September 5, 2007), to amend Chapter 4-264 of the Municipal Code of Chicago regarding the definition of "Secondhand property", begs leave to report and recommend that Your Honorable Body *Pass* the ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on September 19, 2007.

Respectfully submitted,

(Signed) GENE SCHULTER,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, -- 48.

Nays -- None.

Alderman Carothers, 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. Chapter 4-264 of the Municipal Code of Chicago is hereby amended by inserting new language and underlined as follows:

4-264-005 Definitions.

(Omitted text is unaffected by this ordinance.)

"Secondhand property" means any previously owned audio-video equipment, camera, children's product, computer hardware, construction materials including, but not necessarily limited to, plumbing, electrical, roofing, masonry and carpentry supplies, jewelry made of precious metal or stone, article made of precious metal, precious stone or gem, sporting or athletic gear or equipment, including a bicycle, watch or currency.

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in full force and effect immediately upon its passage and publication.

COMMITTEE ON PARKS AND RECREATION.

APPOINTMENT OF MR. GERY J. CHICO AS COMMISSIONER OF CHICAGO PARK DISTRICT.

The Committee on Parks and Recreation submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Committee on Parks and Recreation, having under consideration a communication from the Mayor (referred September 5, 2007) for the appointment of Gery J. Chico as a Commissioner of the Chicago Park District, to a term effective

immediately and expiring April 25, 2010, to succeed Maria N. Saldana, begs leave to recommend that Your Honorable Body *Approve* said appointment which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the Committee on Parks and Recreation.

Respectfully submitted,

(Signed) MARY ANN SMITH
Chairman.

On motion of Alderman M. Smith, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Gery J. Chico, as a Commissioner of the Chicago Park District was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

COMMITTEE ON POLICE AND FIRE.

AUTHORIZATION FOR LAND EXCHANGE WITH CHICAGO PARK DISTRICT.

The Committee on Police and Fire submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Police and Fire Committee held a meeting on September 19, 2007 at 10:00 A.M. in Room 201-A, and having had under consideration an ordinance introduced by The Honorable Mayor Richard M. Daley authorizing a land exchange and the execution of an intergovernmental agreement with the Illinois Department of Natural Resources, regarding a helipad at the Marine Safety Station, begs leave to report that Your Honorable Body *Pass* this matter that is transmitted herein.

This recommendation was concurred in by a vote of the Committee members present. There were no dissenting votes.

Respectfully submitted,

(Signed) ISAAC S. CAROTHERS,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, the City of Chicago ("City") is a home rule unit of government by virtue of Article VII, Section 6(a) of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Chicago Park District ("Park District") is a unit of local government under Article VII, Section 1 of the 1970 Constitution of the State of Illinois and, as such, has the authority to exercise control over and supervise the operation of all parks within the corporate limits of the City; and

WHEREAS, The Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., authorizes and encourages cooperative agreements between units of Illinois state and local government; and

WHEREAS, The Local Government Property Transfer Act, 50 ILCS 605/0.01, et seq., authorizes and provides for municipalities to convey, grant or transfer real estate held by the municipality to any other municipality upon the agreement of the corporate authorities governing the respective parties; and

WHEREAS, The City proposes to transfer to the Park District that certain man-made improvement situated on the south side of Navy Pier, more commonly known as "Dime Pier"; and

WHEREAS, The Park District proposes to transfer to the City its interest in that certain man-made improvement in the general area of DuSable Harbor, more commonly known as the "Helipad" for the purpose of building and maintaining a "First Responder Helipad" on the "Helipad Property"; and

WHEREAS, Due to the location of the Helipad Property in the Chicago River Turning Basin Wall Project several local governmental entities may have an interest in or jurisdiction with respect to the Helipad Property and such property's operation as a heliport; and

WHEREAS, In order to acquire title to or possessory and use rights with respect to the Helipad Property, it may be necessary to enter into agreements with those governmental entities holding an interest in or having jurisdiction with respect to the Helipad Property; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Commissioner of Transportation or the Superintendent of Police, or their respective designees, are hereby authorized to execute an intergovernmental agreement between the City and the Park District, and are further authorized, subject to the approval of the Corporation Counsel, to execute such other documents and take such actions as are necessary and appropriate to effectuate the acquisition, possession or use of the Helipad Property, including, but not limited to, accepting title to the Helipad Property from every governmental entity

with an interest in the Helipad Property, accepting other interests in real property related to the Helipad Property, entering into operating, hold-harmless or other agreements and where necessary indemnifying those parties that hold an interest in the Helipad Property or have jurisdiction with respect thereto, including without limitation, the Chicago Park District, the Metropolitan Water and Reclamation District, and the State of Illinois, or any department thereof.

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Dime Pier Property to the Park District.

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 5. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall be in full force and effect immediately upon its passage and approval.

AUTHORIZATION FOR DONATION OF AMBULANCE TO PURISIMA DEL RINCON, GUANAJUATO, MEXICO.

The Committee on Police and Fire submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Police and Fire Committee held a meeting on September 19, 2007 at 10:00 A.M. in Room 201-A, and having had under consideration an ordinance introduced by Alderman Ariel E. Reboyras authorizing the Commissioner of Fleet Management to donate one outdated ambulance which can no longer be used in the City of Chicago to Purisima del Rincon, Guanajuato, Mexico, begs leave to report that Your Honorable Body *Pass* this matter that is transmitted herewith.

This recommendation was concurred in by a vote of the Committee members present. There were no dissenting votes.

Respectfully submitted,

(Signed) ISAAC S. CAROTHERS,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Fire Department of the City of Chicago has several outdated and antiquated ambulances and is purchasing new ambulances to replace them; and

WHEREAS, The Fire Department of the City of Chicago has an outdated ambulance which could be put to great use serving the citizens of Purisima del Rincon, Guanajuato, Mexico; now, therefore,

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

SECTION 1. That the Commissioner of Fleet Management and the Purchasing Agent are hereby authorized to donate one outdated Fire Department ambulance which can no longer be used in the City of Chicago, to Purisima del Rincon, Guanajuato, Mexico, free and clear of any liens and encumbrances. The City of Chicago conveys said vehicle in "as is" condition without any warranties of merchantability and fitness for a particular purpose.

SECTION 2. The Commissioner of Fleet Management and the Purchasing Agent are hereby authorized to enter into and execute such other documents as may be necessary and proper to implement the donation.

SECTION 3. This ordinance shall take effect and be in force hereinafter its passage and publication.

AUTHORIZATION FOR DONATION OF TURNOUT GEAR TO PURISIMA DEL RINCON, GUANAJUATO, MEXICO.

The Committee on Police and Fire submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Police and Fire Committee held a meeting on September 19, 2007 at 10:00 A.M. in Room 201-A, and having had under consideration an ordinance introduced by Alderman Ariel E. Reboyras authorizing the Fire Commissioner to donate 50 turnout gear which can no longer be used in the City of Chicago to Purisima del Rincon, Guanajuato, Mexico, begs leave to report that Your Honorable Body *Pass* this matter that is transmitted herewith.

This recommendation was concurred in by a vote of the Committee members present. There were no dissenting votes.

Respectfully submitted,

(Signed) ISAAC S. CAROTHERS,
Chairman.

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

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Fire Department of the City of Chicago has several outdated turnout gear and is purchasing new bunker gear to replace them; and

WHEREAS, The Fire Department of the City of Chicago has two hundred outdated turnout gear which could be put to great use serving the citizens of Purisima del Rincon, Guanajuato, Mexico; now, therefore,

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

SECTION 1. That the Commissioner of Fire and the Purchasing Agent are hereby authorized to donate fifty (50) turnout gear which can no longer be used in the City of Chicago, to Purisima del Rincon, Guanajuato, Mexico, free and clear of any liens and encumbrances. The City of Chicago conveys said equipment "as is" condition without any warranties of merchantability and fitness for a particular purpose.

SECTION 2. The Commissioner of Fire and the Purchasing Agent are hereby authorized to enter into and execute such other documents as may be necessary and proper to implement the donation.

SECTION 3. This ordinance shall take effect and be in force hereinafter its passage and publication.

COMMITTEE ON SPECIAL EVENTS AND CULTURAL AFFAIRS.

AUTHORIZATION FOR ISSUANCE OF SPECIAL EVENT LICENSES AND PERMITS, FREE OF CHARGE, FOR CONDUCT OF VARIOUS EVENTS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration proposed ordinances for the issuance of all necessary special event licenses and permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to sundry applicants for the conduct of various events (referred September 5, 2007 and one direct introduction). The Committee begs leave to recommend that Your Honorable Body do *Pass* the proposed ordinances which were transmitted herewith on September 24, 2007 at the Committee on Special Events and Cultural Affairs meeting.

This recommendation was concurred in by all members of the Committee present, with no dissenting vote.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,
Chairman.

On motion of Alderman Burnett, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

Alderman Carothers 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):

Bow Wow Bash.

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

SECTION 1. That the Executive Director of the Mayor's Office of Special Events is hereby authorized and directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Hamlin Park Neighbors for Bow Wow Bash on the premises located at 3000 -- 3099 North Hoyne Avenue, on October 6, 2007, from 11:00 A.M. to 4:00 P.M.

All appurtenances thereto shall be used exclusively for charitable 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 and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all necessary permits and licenses.

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

Chinatown Moon Festival 2007.

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of

Construction and Permits, Commissioner of Streets and Sanitation, the Commissioner of Water Management, the Commissioner of Fire, the Commissioner of Transportation and the Director of Revenue are hereby authorized and directed to issue all necessary special event permits and licenses, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Young China Club for Chinatown Moon Festival 2007 to be held September 22, 2007 on the premises known as Chinatown Square, 2130 South Archer Avenue.

Said special event shall be held exclusively for not-for-profit and related purposes and shall not be otherwise used with a view to profit.

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

Guinness Oyster Fest.

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

SECTION 1. That the Executive Director of the Mayor's Office of Special Events is hereby authorized and directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Chicago Special Event Management for Guinness Oyster Fest on the premises located at West Roscoe Street, between North Damen Avenue and North Leavitt Street on Saturday, September 8, 2007, between 12:00 Noon and 11:00 P.M.

All appurtenances thereto shall be used exclusively for charitable 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 and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all necessary permits and licenses.

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

Saint Mary Of The Angels 19th Annual Summer Fest.

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

SECTION 1. That the Executive Director of the Mayor's Office of Special Events is hereby authorized and directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Saint Mary of the Angels, 1810 North Hermitage Avenue, for 19th Annual Summer Fest on the premises located at North Hermitage Avenue, between West Bloomingdale Avenue and West Cortland Street on August 16, 2007, from 5:00 P.M. to 10:00 P.M., August 17, 2007, from 5:00 P.M. to 11:00 P.M.; August 18, 2007, from 3:00 P.M. to 11:00 P.M.; and August 19, 2007, from 2:00 P.M. to 10:00 P.M.

All appurtenances thereto shall be used exclusively for charitable 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 and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all necessary permits and licenses.

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

Ukrainian Village Fest.

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

SECTION 1. That the Executive Director of the Mayor's Office of Special Events is hereby authorized and directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Saints Volodymyr and Olha Church, 739 North Oakley Avenue, for Ukrainian Village Fest on the premises located at West Superior Street, between North Oakley Avenue and North Leavitt Street on Saturday, September 8, 2007, from 3:00 P.M. to 11:00 P.M.; and Sunday, September 9, 2007, from 1:00 P.M. to 10:00 P.M.

All appurtenances thereto shall be used exclusively for charitable 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 and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all necessary permits and licenses.

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

UNO 5K Carrera De Los Muertos/Race Of The Dead.

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Streets and Sanitation, the Commissioner of Transportation, the Commissioner of Water Management, the Commissioner of Fire and the Director of the Department of Revenue are hereby directed to issue all necessary special event permits and licenses, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to UNO Charter School Network for UNO 5k Carrera de los Muertos/Race of the Dead to be held Saturday, November 3, 2007, from 7:00 A.M. to 11:00 A.M. on the premises known as 1641 West 16th Street.

Said special event shall be held exclusively for not-for-profit and related purposes and shall not be otherwise used with a view to profit.

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

4th Annual Mutt Strut.

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

SECTION 1. That the Executive Director of the Mayor's Office of Special Events

is hereby authorized and directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Chicago Canine Rescue for the 4th Annual Mutt Strut on the premises located at 3234 North Damen Avenue on Saturday, September 15, 2007, between 8:30 A.M. and 1:00 P.M.

All appurtenances thereto shall be used exclusively for charitable 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 and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all necessary permits and licenses.

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

AUTHORIZATION FOR ISSUANCE OF SPECIFIED LICENSES AND PERMITS, FREE OF CHARGE, TO PARTICIPANTS IN VARIOUS EVENTS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs had under consideration proposed orders for the issuance of specified licenses and permits, free of charge, to participants in various events (referred September 5, 2007). The Committee begs leave to recommend that Your Honorable Body do *Pass* the proposed orders which were transmitted herewith on September 24, 2007 at the Committee on Special Events and Cultural Affairs meeting.

This recommendation was concurred in by all members of the Committee present, with no dissenting vote.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,
Chairman.

On motion of Alderman Burnett, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

Food Vendor, Itinerant Merchant Licenses And Street Closure Permit.

Northcenter Community Festival.

Ordered, That the Director of the City Department of Revenue issue, free of charge, permit and Street Closure fees, Food Vendor and Itinerant Merchant License fees to all participants of the Northcenter Community Festival benefiting the Lincoln Park Business Development Institute, N.F.P., sponsored by the Lincoln Park Chamber of Commerce and organized by Chicago Special Events Management, 1960 North Clybourn Avenue (rear building) to be held on North Southport Avenue, between North Clybourn Avenue and West Dickens Avenue, for the period of Saturday, September 29, 2007, from 2:00 P.M. to 11:00 P.M.

Food Vendor, Itinerant Merchant Licenses, Street Closure And Tent Erection Permits.

UniverSoul Big Top Circus.

Ordered, That the Director of the City Department of Revenue issue, free of charge, the following licenses and permits to the participants in the UniverSoul Big Top Circus to be held in Washington Park, from September 20, 2007 through October 14, 2007: Food Vendor Licenses; Itinerant Merchant Licenses; Street Closure Permit; and Tent Erection Permit.

Food Vendor, Itinerant Merchant Licenses, Canopy Erection, Fire Prevention, Mechanical Rides, Special Event, Street Closure, Tent Erection And Related Permits.

2nd Annual Our Children, Our Future.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to issue the following licenses and permits, free of charge, to participants in the 2nd Annual Our Children, Our Future sponsored by Latinos for Education, scheduled to take place August 20 through August 27, 2007 in Douglas Park: Tent and Canopy Permit; Food Licenses and Itinerant Merchants and Vendor Permits; Special Event Permit; Fire Prevention Permit; Mechanical Rides Permit; Street Closure Permit; and all other permits and fees related to this event.

Food Vendor, Itinerant Merchant And Raffle Licenses, Electrical, Fire Prevention, Special Event, Street Closure, Tent Erection And Zoning Permits.

Copernicus Foundation Welcoming President Of Poland.

Ordered, That the Director of the City Department of Revenue issue, free of charge

the following licenses and/or permits to participants in the Copernicus Foundation's Welcoming President of Poland, 5216 West Lawrence Avenue, on September 25, 2007, from 6:00 P.M. to 11:00 P.M., street closures September 24, 2007, from 9:00 A.M. through September 25, 2007, 11:00 P.M.: Food Vendor and Itinerary Merchant Licenses; Street Closure Permit; Special Event; Electrical Permit; Tent Erection Permit; Zoning; Raffle License; and Fire Prevention.

Itinerant Merchant License.

Harper Court Arts And Crafts Fair.

Ordered, That the Director of the City Department of Revenue issue, free of charge, Itinerant Merchant Licenses to the participants in the Harper Court Arts and Crafts Fair to be held from 5200 to 5300 South Harper Avenue on August 25 and 26 and September 8 and 9, 2007, from 10:00 A.M. to 7:00 P.M.

2nd Annual Hyde Park Arts And Crafts Adventure.

Ordered, That the Director of the City Department of Revenue issue, free of charge, Itinerant Merchant Licenses to the participants in the 2nd Annual Hyde Park Arts And Crafts Adventure to be held at the Hyde Park Shopping Center, West 55th Street and South Lake Park Avenue, on September 28, 2007, from 10:00 A.M. to 6:00 P.M. and September 29, 2007, from 10:00 A.M. to 5:00 P.M.

Street Closure Permit.

Saint Thomas More Parish 60th Anniversary.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to issue Street Closure Permit and any other fees, free of charge, to the participants in the Saint Thomas More Parish 60th Anniversary, to be located on their parking lot at 2825 West 81st Street, Saturday, September 22, 2007, from the hours of 3:00 P.M. to 12:00 Midnight.

Special Event Tent Erection And Related Permits.

The Zoppe Italian Family Circus.

Ordered, That the Director of the Department of Revenue issue the following licenses and permits, free of charge, to The Zoppe Italian Family Circus, to take place on September 10 through September 17, 2007 at 1818 South Paulina Street: Special Events Tent Permit and all other permits and fees related to event.

AUTHORIZATION FOR WAIVER OF SPECIFIED LICENSE AND PERMIT FEES FOR PARTICIPANTS IN SUNDRY EVENTS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs had under consideration

proposed ordinances and orders for fee waivers (referred September 5, 2007). The Committee begs leave to recommend that Your Honorable Body do *Pass* the proposed ordinances and orders which were transmitted herewith on September 24, 2007 at the Committee on Special Events and Cultural Affairs.

This recommendation was concurred in by all members of the Committee present, with no dissenting vote.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,
Chairman.

On motion of Alderman Burnett, the said proposed ordinances and orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

The following are said ordinances and orders as passed: (the italic heading in each case not being a part of the ordinance or order):

Food Vendor, Itinerant Merchant License, Carnival And Street Closure Permit Fees.

Festival De La Villita.

Ordered, That the Director of the Department of Revenue is hereby authorized and advised to waive the Itinerant Merchant License fees, Food Vendor License fees,

Street Closure fees and Carnival Permit fees in connection with the Festival de la Villita benefiting the Little Village Chamber of Commerce. This event will take place on September 14, 2007 through September 16, 2007, from 12:00 Noon through 11:00 P.M. on West 26th Street, between South Kostner Avenue and West Ogden Avenue. This event is organized by Chicago Special Events Management, 1960 North Clybourn Avenue (rear building).

Food Vendor, Itinerant Merchant License and Street Closure Permit Fees.

Bash On Wabash.

Ordered, That the Director of the Department of Revenue is hereby authorized and advised to waive the Itinerant Merchant License fees, Food Vendor License fees and Street Closure fees in connection with the Bash on Wabash benefiting the Greater South Loop Association. This event will take place on September 1 and 2, 2007, from 12:00 P.M. to 11:00 P.M. on South Wabash Avenue, between East 13th Street and East 14th Place organized by Chicago Special Events Management, 1960 North Clybourn Avenue (rear building).

Food Vendor Itinerant Merchant License And Special Event Permit Fees.

The Italian Style 2007 Event.

Ordered, That the Directors of the Departments of Business Affairs and Licensing, Construction and Permits, the Mayor's Office of Special Events and the Commissioners of the Departments of Transportation and Streets and Sanitation are hereby authorized and directed to waive the Itinerant Merchant License, Special Event Food License, Special Event Permit, for the Italian American Chamber of Commerce/Midwest to be at the Crystal Garden at Navy Pier from September 21 through September 23, 2007.

This order shall take effect upon its passage and approval.

Food Vendor, Itinerant Merchant License, Mechanical Rides, Park, Special Event, Street Closure, Street And Sanitation, Tent Erection and Water Permit Fees.

Maternity B.V.M. Fest 2007.

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

SECTION 1. That the Director of Revenue and the Commissioner of Transportation are hereby directed to waive Special Event, Food Vendor License, Itinerant Merchant, Mechanical Rides, Tent fees, Water fees, Street and Sanitation fees, Street Closure fees and Park Permit fees in conjunction with Maternity B.V.M. Fest 2007 sponsored by Maternity B.V.M. Church, to be held August 3 through 5, 2007 at 3647 West North Avenue.

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

Veteran Stand-Down 2007.

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

SECTION 1. That the Director of Revenue, the Director of Special Events and the Commissioner of Transportation are hereby directed to waive Special Event, Food Vendor License, Itinerant Merchant, Mechanical Rides, Tent fees, Water fees, Street and Sanitation fees, Street Closure fees and Park Permit fees in conjunction with the Veteran Stand-Down 2007, be held August 24 and 25, 2007 in Humboldt Park.

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

Raffle License Fees.

Y-Me National Breast Cancer Organization.

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

SECTION 1. That the Director of Revenue is hereby authorized to waive the Raffle License fees related to Y-Me National Breast Cancer Organization Illinois Affiliate, 300 West Adams Street, Suite 430, raffle date, October 19, 2007.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Tent Erection And Building Structures Permit Fees.

12th Annual Chriskindlmarket Chicago.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the tent and all building structures permit fees for 12th Annual Chriskindlmarket Chicago. The event will take place at the Daley Plaza, 50 West Washington Street, from November 22 through December 24, 2007.

PERMISSION GRANTED TO VIVA ENTERTAINMENT NETWORK, INC./MS. NORMA MARTINEZ FOR CONDUCT OF PLAZA GARIBALDI ON ON VARIOUS DATES.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs having had under consideration five proposed orders to grant permission to Viva Entertainment Network, Inc., to hold Plaza Garibaldi, California Health Park at 2700 South Rockwell Street, to be held on August 12 and 19, September 3, 9, 15, 16, 23 and 30 and October 7, 2007 between the hours of 12:00 Noon to 9:00 P.M. in the 12th Ward (referred September 5, 2007). The Committee begs leave to recommend that Your Honorable Body do *Pass* the proposed fee waivers which were transmitted herewith on September 24, 2007 at the Committee on Special Events and Cultural Affairs meeting.

This recommendation was concurred in by all members of the Committee present, with no dissenting vote.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.
Chairman.

On motion of Alderman Burnett, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, -- 48.

Nays -- None.

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

The following said orders as passed (the italic heading in each case not being a part of the order):

August 12 And 19, 2007.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to grant permission to Viva Entertainment Network, Inc./Ms. Norma Martinez of 1106 West Lawrence Avenue, to hold Plaza Garibaldi at California Health Park, 2700 South Rockwell Street, during the hours of 12:00 Noon to 9:00 P.M. on Saturday, August 12, 2007 and Sunday, August 19, 2007.

September 3 And 9, 2007.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to grant permission to Viva Entertainment Network, Inc./Ms. Norma Martinez of 1106 West Lawrence Avenue, to hold Plaza Garibaldi at California Health Park, 2700 South Rockwell Street, during the hours of 12:00 Noon to 9:00 P.M. on Monday, September 3, 2007 and Sunday, September 9, 2007.

September 15 And 16, 2007.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to grant permission to Viva Entertainment Network, Inc./Ms. Norma Martinez of 1106 West Lawrence Avenue, to hold Plaza Garibaldi at California Health Park, 2700 South Rockwell Street, during the hours of 12:00 Noon to 9:00 P.M. on Saturday, September 15, 2007 and Sunday, September 16, 2007.

September 23, 2007.

Ordered, That the Director of the Department of Revenue is hereby authorized and

directed to grant permission to Viva Entertainment Network, Inc./Ms. Norma Martinez of 1106 West Lawrence Avenue, to hold Plaza Garibaldi at California Health Park, 2700 South Rockwell Street, during the hours of 12:00 Noon to 9:00 P.M. on Sunday, September 23, 2007.

September 30, 2007 And October 7, 2007.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to grant permission to Viva Entertainment Network, Inc./Ms. Norma Martinez of 1106 West Lawrence Avenue, to hold Plaza Garibaldi at California Health Park, 2700 South Rockwell Street, during the hours of 12:00 Noon to 9:00 P.M. on Sunday, September 30, 2007 and Sunday, October 7, 2007.

PERMISSION GRANTED TO SPECIFIED APPLICANTS FOR CONDUCT OF SIDEWALK SALES.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, September, 27, 2007.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs had under consideration proposed orders to grant permission to specified applicants for the conduct of sidewalk sales at various locations. The Committee begs leave to recommend that Your Honorable Body do *Pass* the proposed orders which were transmitted herewith on September 24, 2007 at the Committee on Special Events and Cultural Affairs meeting.

This recommendation was concurred in by all members of the Committee present, with no dissenting vote.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,
Chairman.

On motion of Alderman Burnett, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

Minneapolis Ragstock Company.

(August 4, 11, 12 And 17, 2007)

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give permission to Minneapolis Ragstock Company, to hold a sidewalk sale from 11:00 A.M. to 7:00 P.M. at 1433 North Milwaukee Avenue on August 4, 11, 12 and 17, 2007.

(September 1, 2, 7, 15, 16, 22, 29 And 30, 2007)

Ordered, That the Commissioner of Transportation is hereby authorized and

directed to give permission to Minneapolis Ragstock Company, to hold a sidewalk sale from 11:00 A.M. to 7:00 P.M. at 1433 North Milwaukee Avenue September 1, 2, 7, 15, 16, 22, 29 and 30, 2007.

Unique So Chique.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Unique So Chique, to conduct a sidewalk sale at 4600 North Magnolia Avenue as follows: September 8, 2007 from 9:00 A.M. to 5:00 P.M. and September 9, 2007 from 9:00 A.M. to 5:00 P.M.

COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

ESTABLISHMENT AND AMENDMENT OF LOADING ZONES ON PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (January 11, March 14, April 11 and September 26, 2007) proposed ordinances to establish and amend loading zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) PATRICK O'CONNOR,
Chairman.

On motion of Alderman O'Connor, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

Alderman Carothers 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):

Establishment Of Loading Zones.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 160 of the Municipal Code of Chicago, the following locations are hereby designated as loading zones for the distances specified, during the hours indicated:

Ward	Location
1	North Claremont Avenue (west side) from a point 20 feet south of West North Avenue, to a point 25 feet south thereof -- 8:00 A.M. to 7:00 P.M. -- loading zone/tow-away zone (07-00728268);

Ward	Location
26	800 North Rockwell Street, distance of 20 feet commercial loading zone -- 9:00 A.M. to 9:00 P.M. -- Monday through Sunday;
31	4441 -- 4445 West Fullerton Avenue -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;
42	East Walton Street (north side) from a point 87 feet east of North State Street, to a point 20 feet east thereof -- 12:00 P.M. to 4:00 A.M. -- loading zone/tow-away zone (07-00166651);
50	North Kedzie Avenue (west side) from a point 53 feet south of West Devon Avenue, to a point 73 feet south of West Devon Avenue -- 8:00 A.M. to 8:00 P.M. -- Daily (valet).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Loading Zones.

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

SECTION 1. Repeal ordinance passed May 2, 2001 (*Journal of the Proceedings of the City Council of the City of Chicago* page, 57766) which reads:

> "West Grand Avenue (south side) from a point 105 feet east of North Hamlin Avenue, to a point 25 feet east thereof -- 9:00 A.M. to 7:00 P.M. -- Monday through Saturday -- loading zone/tow-away zone"

by striking the above (27th Ward) (07-00160119).

SECTION 2. Amend loading zone, at all times, by striking:

"loading zone"

and inserting:

"15 minute standing zone -- unattended vehicles must have lights flashing, after 15 minutes -- tow-away zone for 400 East South Water Street" (42nd Ward) (07-00529606).

SECTION 3. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHED OF VEHICULAR TRAFFIC MOVEMENT ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (April 11 and May 23, 2007) a proposed ordinance and order to establish traffic movement on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) PATRICK O'CONNOR,
Chairman.

On motion of Alderman O'Connor, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

Alderman Carothers 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 Title 9, Chapter 64, Section 010 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:

Ward	Location
11	West 33rd Street, from South Archer Avenue to South Ashland Avenue -- easterly (07-00736745);
25	West 19th Street, from South Wolcott Avenue to South Damen Avenue -- westerly (07-00968058).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF PARKING RESTRICTIONS ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (January 11, February 7, March 14, June 13, July 19, September 5 and 26, 2007) proposed ordinances and orders to establish and amend parking restrictions on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) PATRICK O'CONNOR,
Chairman.

On motion of Alderman O'Connor, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Wagueśpack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

Alderman Carothers 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):

Establishment Of Parking Prohibition At All Times.
(Except For Disabled)

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 050 of the Municipal Code of the City of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public ways, as indicated:

Ward	Location And Permit Number
1	At 1026 North Paulina Street -- Disabled Parking Permit 52959;
4	At 5330 South Harper Avenue -- Disabled Parking Permit 56369;
4	At 5218 South Ingleside Avenue -- Disabled Parking Permit 54768;
5	At 7329 South Dorchester Avenue -- Disabled Parking Permit 53060;
5	At 5218 South Drexel Avenue -- Disabled Parking Permit 49352;
5	At 5344 South Maryland Avenue -- Disabled Parking Permit 48630;
5	At 7214 South Woodlawn Avenue -- Disabled Parking Permit 48627;
5	At 1506 East 73rd Place -- Disabled Parking Permit 54630;
5	2221 East 70th Place -- Disabled Parking Permit 45150;
6	At 8627 South Indiana Avenue -- Disabled Parking Permit 56060;

Ward	Location And Permit Number
6	At 7832 South Langley Avenue -- Disabled Parking Permit 53079;
7	At 8050 South Brandon Avenue -- Disabled Parking Permit 54932;
7	At 8247 South Oglesby Avenue -- Disabled Parking Permit 56263;
7	At 7600 South Phillips Avenue -- Disabled Parking Permit 56270;
7	At 8232 South Saginaw Avenue -- Disabled Parking Permit 54931;
7	At 8828 South Saginaw Avenue -- Disabled Parking Permit 54928;
8	At 7621 South Clyde Avenue -- Disabled Parking Permit 54541;
8	At 7715 South Cornell Avenue -- Disabled Parking Permit 47123;
8	At 9214 South Ellis Avenue -- Disabled Parking Permit 54613;
8	At 9852 South Ingleside Avenue -- Disabled Parking Permit 54026;
8	At 8931 South Ridgeland Avenue -- Disabled Parking Permit 54022;
8	At 9120 South Woodlawn Avenue -- Disabled Parking Permit 54745;
10	At 11118 South Avenue A -- Disabled Parking Permit 55062;
10	At 10324 South Avenue F -- Disabled Parking Permit 55057;

Ward	Location And Permit Number
10	At 10330 South Avenue F -- Disabled Parking Permit 55059;
10	At 10618 South Calhoun Avenue -- Disabled Parking Permit 55052;
10	At 8441 South Exchange Avenue -- Disabled Parking Permit 54933;
11	At 544 West 42nd Street -- Disabled Parking Permit 39006;
11	At 3701 South Winchester Avenue (signs to be posted at 1937 West 37th Street) Disabled Parking Permit 55083;
12	At 2545 West 45th Street -- Disabled Parking Permit 52468;
13	At 6124 South Keating Avenue -- Disabled Parking Permit 53838;
13	At 6120 South Keeler Avenue -- Disabled Parking Permit 46062;
13	At 5841 South Kildare Avenue -- Disabled Parking Permit 48709;
13	At 6011 South Kildare Avenue -- Disabled Parking Permit 53824;
13	At 6335 South Knox Avenue -- Disabled Parking Permit 53832;
13	At 6058 South Tripp Avenue -- Disabled Parking Permit 51885;
14	At 5544 South Christiana Avenue -- Disabled Parking Permit 54199;
14	At 5316 South Richmond Avenue -- Disabled Parking Permit 54211;

Ward	Location And Permit Number
14	At 5743 South Richmond Avenue -- Disabled Parking Permit 54214;
14	At 5255 South Washtenaw Avenue -- Disabled Parking Permit 54210;
17	At 6436 South Justine Street -- Disabled Parking Permit 54948;
17	At 8010 South Lafayette Avenue -- Disabled Parking Permit 54225;
17	At 7634 South May Street -- Disabled Parking Permit 54908;
17	At 6550 South Peoria Street -- Disabled Parking Permit 54911;
17	At 7118 South Peoria Street -- Disabled Parking Permit 55137;
17	At 7150 South Seeley Avenue -- Disabled Parking Permit 55160;
17	At 6838 South Winchester Avenue -- Disabled Parking Permit 54224;
17	At 1419 West 72nd Street -- Disabled Parking Permit 54898;
19	At 11151 South Drake Avenue -- Disabled Parking Permit 50124;
19	At 10447 South St. Louis Avenue -- Disabled Parking Permit 50118;
19	At 9333 South Vanderpoel Avenue -- Disabled Parking Permit 51990;
19	At 1710 West 107th Street -- Disabled Parking Permit 50125;

Ward	Location And Permit Number
20	At 6345 South Eberhart Avenue -- Disabled Parking Permit 50975;
20	At 4741 South Wolcott Avenue -- Disabled Parking Permit 54662;
21	At 7954 South Ada Street -- Disabled Parking Permit 55214;
21	At 9119 South Loomis Street -- Disabled Parking Permit 55219;
21	At 9000 South Racine Avenue (signs to be posted on West 90th Street) -- Disabled Parking Permit 54473;
21	At 9033 South Racine Avenue -- Disabled Parking Permit 52040;
23	At 4351 South Keating Avenue -- Disabled Parking Permit 50531;
23	At 5225 South Kilbourn Avenue -- Disabled Parking Permit 54193;
23	At 5141 South Lawler Avenue -- Disabled Parking Permit 55014;
23	At 5155 South Springfield Avenue -- Disabled Parking Permit 55027;
23	At 5419 South Lorel Avenue -- Disabled Parking Permit 54192;
25	At 1737 West 17th Street -- Disabled Parking Permit 54070;
26	At 3566 West Lyndale Street -- Disabled Parking Permit 54444;
27	At 1018 North Hamlin Avenue -- Disabled Parking Permit 54629;

Ward	Location And Permit Number
27	At 935 North Drake Avenue -- Disabled Parking Permit 52934;
27	At 846 North Lawndale Avenue -- Disabled Parking Permit 52961;
27	At 1127 North Karlov Avenue -- Disabled Parking Permit 49516;
28	At 508 North Leamington Avenue -- Disabled Parking Permit 54298;
28	At 4008 West Wilcox Street -- Disabled Parking Permit 55432;
28	At 4445 West West End Avenue -- Disabled Parking Permit 53619
29	At 1715 North Major Avenue -- Disabled Parking Permit 48074;
29	At 5906 West Rice Street -- Disabled Parking Permit 53664;
30	At 1434 North Harding Avenue -- Disabled Parking Permit 55366;
30	At 3457 North Kenton Avenue (post signs at 4559 North Cornelia) -- Disabled Parking Permit 54690;
30	At 5536 West Wrightwood Avenue -- Disabled Parking Permit 53681;
30	At 4159 West Addison Street -- Disabled Parking Permit 47563;
30	At 3415 North Kenton Avenue -- Disabled Parking Permit 10992;
30	At 2116 North Karlov Avenue -- Disabled Parking Permit 53692;

Ward	Location And Permit Number
31	At 4640 West Deming Place -- Disabled Parking Permit 53898;
31	At 2223 North Tripp Avenue -- Disabled Parking Permit 53989;
31	At 2859 West Lotus Avenue (post signs at 5417 West George Street) -- Disabled Parking Permit 57845;
31	At 4038 West Nelson Street -- Disabled Parking Permit 57846;
31	At 4329 West Drummond Place -- Disabled Parking Permit 54288;
31	At 3043 North Lowell Avenue -- Disabled Parking Permit 57847;
31	At 5048 West Wrightwood Avenue -- Disabled Parking Permit 57848;
31	At 3054 North Parkside Avenue -- Disabled Parking Permit 53903;
32	At 2047 West Walton Street -- Disabled Parking Permit 53742;
32	At 1623 North Wood Street -- Disabled Parking Permit 50251;
34	At 11415 South Morgan Street -- Disabled Parking Permit 44643;
34	At 10029 South Peoria Street -- Disabled Parking Permit 56092;
34	At 224 West 109th Place -- Disabled Parking Permit 54594;

Ward	Location And Permit Number
35	At 2439 North Avers Avenue -- Disabled Parking Permit 54275;
35	At 2509 North Rockwell Street -- Disabled Parking Permit 51395;
35	At 3042 North Drake Avenue -- Disabled Parking Permit 54281;
36	At 6034 West Melrose Street -- Disabled Parking Permit 56181;
36	At 7558 West Wellington Avenue -- Disabled Parking Permit 54726;
37	At 1330 North Lorel Avenue -- Disabled Parking Permit 54558;
37	At 2309 North Menard Avenue -- Disabled Parking Permit 49856;
37	At 1330 North Lorel Avenue -- Disabled Parking Permit 54558;
37	At 4881 West Bloomingdale Avenue (post signs at 1759 North Lamon Avenue) Disabled Parking Permit 52940;
37	At 4216 West Iowa Street -- Disabled Parking Permit 54977;
38	At 5219 West Pensacola Avenue -- Disabled Parking Permit 56261;
38	At 5522 West Melrose Street -- Disabled Parking Permit 54806;
38	At 5404 West Berenice Avenue -- Disabled Parking Permit 54119;
39	At 4947 North Drake Avenue -- Disabled Parking Permit 53956;

Ward	Location And Permit Number
39	At 4863 North Kilpatrick Avenue -- Disabled Parking Permit 55477;
39	At 4449 North Hamlin Avenue -- Disabled Parking Permit 53947;
40	At 1756 West Arthur Avenue -- Disabled Parking Permit 51523;
40	At 5408 North Sawyer Avenue -- Disabled Parking Permit 50245;
40	At 5534 North Sawyer Avenue -- Disabled Parking Permit 51508;
40	At 6058 North Paulina Avenue -- Disabled Parking Permit 51517;
40	At 2641 West Gregory Street -- Disabled Parking Permit 50242;
45	At 5219 North Pensacola Avenue -- Disabled Parking Permit 56261;
45	At 5649 West Wilson Avenue -- Disabled Parking Permit 54117;
46	At 562 West Stratford Place -- Disabled Parking Permit 51663;
48	At 5333 North Lakewood Avenue -- Disabled Parking Permit 55139;
49	At 1342 West Howard Street -- Disabled Parking Permit 50660;
49	At 7325 North Damen Avenue -- Disabled Parking Permit 058615;
50	At 2557 West Rosemont Avenue -- Disabled Parking Permit 51849;

Ward	Location And Permit Number
50	At 6327 North Albany Avenue -- Disabled Parking Permit 55400;
50	At 6154 North Talman Avenue -- Disabled Parking Permit 52186;
50	At 6417 North Seeley Avenue -- Disabled Parking Permit 52184.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Removal Of Disabled Permit Parking At All Times.
(Except For Disabled)

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

SECTION 1. Removal of Disabled Parking Permit 11962 for 1412 North Menard Avenue (29th Ward).

SECTION 2. Removal of Disabled Parking Permit 30411 for 1453 North Parkside Avenue (29th Ward).

SECTION 3. Removal of Disabled Parking Permit 19295 for 3401 North Kenton Avenue (30th Ward).

SECTION 4. Removal of Disabled Parking Permit 33849 for 5214 West Wolfram Street (31st Ward).

SECTION 5. Removal of Disabled Parking Permit 21630 for 5145 West Deming Place (31st Ward).

SECTION 6. Removal of Disabled Parking Permit 37862 for 2138 West Homer Street (32nd Ward).

SECTION 7. Removal of Disabled Parking Permit 34477 for 1726 West Wellington Avenue (32nd Ward).

SECTION 8. Removal of Disabled Parking Permit 37294 for 2315 West Cortez Street (32nd Ward).

SECTION 9. Removal of Disabled Parking Permit 40004 for 3503 West Leland Avenue (33rd Ward).

SECTION 10. Removal of Disabled Parking Permit 6365 for 318 West 103rd Place (34th Ward).

SECTION 11. Removal of Disabled Parking Permit 39213 for 2332 North Ridgeway Avenue (35th Ward).

SECTION 12. Removal of Disabled Parking Permit 45779 for 3340 North Nagle Avenue (36th Ward).

SECTION 13. Removal of Disabled Parking Permit 52793 for 3238 North Neva Avenue (36th Ward).

SECTION 14. Removal of Disabled Parking Permit 7145 for 4349 West Augusta Boulevard (37th Ward).

SECTION 15. Removal of Disabled Parking Permit 44620 for 567 North Long Avenue (37th Ward).

SECTION 16. Removal of Disabled Parking Permit 17907 for 2145 North Laramie Avenue (37th Ward).

SECTION 17. Removal of Disabled Parking Permit 51488 for 4927 North Kilpatrick Avenue (39th Ward).

SECTION 18. Removal of Disabled Parking Permit 45810 for 5541 North Artesian Avenue (40th Ward).

SECTION 19. Removal of Disabled Parking Permit 10462 for 3114 North Seminary Avenue (44th Ward).

SECTION 20. Removal of Disabled Parking Permit 25714 for 5235 North Liano Avenue (45th Ward).

SECTION 21. Removal of Disabled Parking Permit 3604 for 5702 West Eastwood Avenue (45th Ward).

SECTION 22. Removal of Disabled Parking Permit 43187 for 5058 West Gunnison Street (45th Ward).

SECTION 23. Removal of Disabled Number 48757 for 808 West Junior Terrace (46th Ward).

SECTION 24. Removal of Disabled Parking Permit 4844 for 2109 West Eastwood Avenue (46th Ward).

SECTION 25. Removal of Disabled Parking Permit 37656 for 4322 North Bell Avenue (47th Ward).

SECTION 26. Removal of Disabled Parking Permit 48462 for 4856 North Paulina Street (47th Ward).

SECTION 27. Removal of Disabled Parking Permit 39273 for 2221 West Arthur Avenue, Unit 1 (50th Ward).

SECTION 28. This ordinance shall take effect be in force hereinafter its passage and publication.

Establishment Of Parking Limitation During Specified Hours.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 080 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public way in the areas indicated during the hours specified:

Ward	Location
27	North Carpenter Street (east side) from a point 30 feet south of West Fulton Market, to a point 35 feet south thereof -- 1 hour -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday (07-00435796).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Residential Permit Parking Zone.

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

SECTION 1. Extension to Zone 102 for the 2300 block of West Montana Street (both sides) between North Oakley Avenue and North Western Avenue -- at all times (1st Ward).

SECTION 2. Extension to Zone 168 for the 900 block of North Hermitage Avenue (both sides) between West Walton Street and West Augusta Boulevard -- 6:00 P.M. to 6:00 A.M. -- all days (1st Ward).

SECTION 3. Extension to Zone 102 for the 2230 block of North Campbell Avenue, between West Lyndale Avenue and West Belden Avenue -- at all times (1st Ward).

SECTION 4. Amend Zone 34 as it pertains to South Hamlin Avenue, by striking:

"South Hamlin Avenue (both sides) from West 48th Street, to the first alley south thereof -- at all times"

and inserting:

"South Hamlin Avenue (west side) from West 48th Street to the first alley south thereof -- at all times" (14th Ward).

SECTION 5. Extension to Zone 1343 to include 5500 block of South Troy Street (west side) and (north side) of West 56th Street, from South Troy Street to the first alley west thereof (14th Ward).

SECTION 6. Removal of Zone 193 for the 1100 block of North Hamlin Avenue, between West Division Street and West Thomas Street (27th Ward).

SECTION 7. Removal of Zone 914 for the 500 block of North Elizabeth Avenue, between West Grand Avenue and West Race Street (27th Ward).

SECTION 8. Amend Zone 747, by striking :

"4:00 P.M. to 6:00 P.M."

and inserting:

"at all times for North Karlov Avenue, between West Grand Avenue and West North Avenue" (30th Ward).

SECTION 9. Removal of Zone 426 for 1900 block of North Hermitage Avenue (east side) (32nd Ward).

SECTION 10. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT OF SPEED LIMITATION ON PORTION OF NORTH LAVERGNE AVENUE.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (February 7, 2007) a proposed order to establish speed limitations, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) PATRICK O'CONNOR,
Chairman.

On motion of Alderman O'Connor, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

Alderman Carothers 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 Title 9, Chapter 64, Section 070 of the Municipal Code of Chicago, it shall be unlawful for the operator of any vehicle to operate such vehicle at a greater speed than is indicated upon the streets or other public ways designated within the limits specified:

Ward	Location
45	North Lavergne Avenue from West Lawrence Avenue to West Winnemac Avenue -- 25 miles per hour (07-00442769).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF TRAFFIC LANE TOW-AWAY ZONES ON PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (January 11, February 7, March 14, April 11, May 9, June 13 and September 26, 2007) proposed ordinances and order to establish and amend traffic lane tow-away zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) PATRICK O'CONNOR,
Chairman.

On motion of Alderman O'Connor, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

Alderman Carothers 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):

Establishment Of Traffic Lane Tow-Away Zones.

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

SECTION 1. Pursuant to Title 9, Chapter 64 of the Municipal Code of Chicago, the following locations are hereby designated as traffic lane tow-away zones, between the limits and during the times specified, standing or parking of any vehicle shall be considered a definite hazard to the normal movement of traffic:

Ward	Location
1	North Ashland Avenue (west side) from a point 20 feet north of West Haddon Avenue, to a point 22 feet north thereof -- 30 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 30 minutes -- 10:00 A.M. to 6:00 P.M. -- Monday through Saturday (07-00350573);
1	North Ashland Avenue (west side) from a point 42 feet north of West Haddon Avenue, to a point 22 feet north thereof -- 30 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 30 minutes -- 9:00 A.M. to 1:30 A.M. (07-00350415);
1	North Elston Avenue (west side) from a point 20 feet south of West Diversey Avenue, to a point 35 feet south thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 6:00 A.M. to 8:00 P.M. (07-00728505);

Ward	Location
1	West North Avenue (south side) from a point 100 feet west of North Bell Avenue, to a point 35 feet west thereof -- 30 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 30 minutes -- 9:00 A.M. to 4:00 P.M. and 6:00 P.M. to 7:00 P.M. -- Monday through Friday and 9:00 A.M. to 6:00 P.M. -- Saturday and Sunday (07-00728575);
1	North Western Avenue (east side) from a point 20 feet south of West Montana Street, to a point 50 feet south thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 9:00 A.M. to 8:00 P.M. -- Monday through Saturday (07-00728649);
25	South Union Street (west side) from West Maxwell Street to West 14th Street -- at all times (07-01144383);
28	West Monroe Street (south side) from a point 475 feet east of South Leamington Avenue, to a point 25 feet east thereof - 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday (07-00878797);
45	West Gettysburg Street (south side) from a point 70 feet west of North Loring Avenue, to a point 110 feet west thereof (07-00442687);
45	5022 West Lawrence Avenue -- 15 minute standing zone -- 7:00 A.M. to 12:06 A.M. -- all days.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Repeal Of Traffic Lane Tow-Away Zones.

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

SECTION 1. Repeal ordinance passed April 1, 1989, which reads:

"West Fletcher Street (south side) from a point 45 feet east of North Campbell Avenue, to a point 100 feet east thereof -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday"

by striking the above (1st Ward).

SECTION 2. Repeal the ordinance passed November 1, 1995 (*Journal of the Proceedings of the City Council of the City of Chicago,* page 9076) which established no parking tow-away zone on West Fullerton Avenue (south side) from a point 43 feet east of North Kilbourn Avenue, to a point 70 feet east thereof -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday (31st Ward).

SECTION 3. This ordinance shall take effect and be enforced hereinafter its passage and publication.

AUTHORIZATION FOR ERECTION OF TRAFFIC WARNING SIGNS ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (February 7, March 14, April 11, May 9, 14, 23 and September 26, 2007) proposed ordinances and orders to erect traffic warning signs and signals, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute order submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) PATRICK O'CONNOR,
Chairman.

On motion of Alderman O'Connor, the said proposed substitute order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to erect traffic warning signs on the following streets of the types specified:

Ward	Location And Type Of Sign
4	"All-Way Stop" sign, at South Ingleside Avenue and West 52nd Street (07-00934188);

Ward	Location And Type Of Sign
5	"All-Way Stop" sign, at East 75th Street and South Dante Avenue (07-01142819);
6	"Two-Way Stop" sign, stopping South Prairie Avenue for East 89th Place (07-00864072);
10	"All-Way Stop" sign, at South Baltimore Avenue and East 85th Street (07-00736699);
19	"All-Way Stop" sign, at South Drake Avenue and West 108th Street (07-00932592);
20	"Two-Way Stop" sign stopping South Kimbark Avenue and East 65th Street (07-00738699);
20	"All-Way Stop" sign, at South Woodlawn Avenue and East 65th Street (07-00738617);
22	"All-Way Stop" sign, at South Trumbull Avenue and West 27th Street (07-00864793);
23	"Stop" sign, stopping West 62nd Street for South McVicker Avenue (07-00739273);
23	"All-Way Stop" sign, at South Mobile Avenue and West 52nd Street (07-00739296);
23	"All-Way Stop" sign, at South Avers Avenue and West 52nd Street (07-00864826);
23	"All-Way Stop" sign, at South Normandy Avenue and West 64th Place (07-00967779);

Ward	Location And Type Of Sign
25	"All-Way Stop" sign, at South Peoria Street and West 14th Place (07-00865149);
26	"All-Way Stop" sign, at North Monticello Avenue and West Cortland Street (07-00522465);
28	"All-Way Stop" sign, at South Springfield Avenue and West Adams Street (07-00744448);
28	"All-Way Stop" sign, at North Karlov Avenue and North Western Avenue (07-00743706);
40	"Stop" sign, stopping traffic on North Damen Avenue at West Granville Avenue;
45	"All-Way Stop" sign, at North Lockwood Avenue and West Carmen Avenue;
45	"Stop" sign, stopping North Melvina Avenue for West Balmoral Avenue (07-00529775);
50	"All-Way Stop" sign, at North Mozart Street and West Glenlake Avenue (07-00906776);
50	"All-Way Stop" sign, at North Washtenaw Avenue and West Farwell Avenue (07-00933192).

ESTABLISHMENT OF WEIGHT LIMITATION ON PORTIONS OF WEST BERTEAU AVENUE, NORTH KEYSTONE AVENUE AND NORTH KOSTNER AVENUE.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, September 27, 2007.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (April 11, 2007) proposed ordinances and order to establish the allowable weight limit for trucks and commercial vehicles on portions of designated streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) PATRICK O'CONNOR,
Chairman.

On motion of Alderman O'Connor, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

Alderman Carothers 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 Title 9, Chapter 64, Section 030 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 purpose of delivering or picking up material or merchandise) shall be as follows:

Ward	Location
39	West Berteau Avenue, from North Pulaski Road to North Keystone Avenue -- 5 tons (07-00746422);
39	North Keystone Avenue, from West Belle Plaine Avenue to West Berteau Avenue -- 5 tons (07-00746467);
45	North Kostner Avenue, from West Montrose Avenue to West Leland Avenue -- 5 tons (07-00751054).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Failed To Pass -- VARIOUS TRAFFIC REGULATIONS, TRAFFIC SIGNS, ET CETERA.

(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 report) relating to traffic regulations, traffic signs, et cetera.

Alderman O'Connor moved to *Concur In* the committee's recommendation. 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 recommendation?"* 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 Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Alderman Carothers 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, September 27, 2007.

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* the sundry proposed ordinances and orders submitted herewith, which were referred (January 11, February 7, March 14, April 11, May 9 and 23, June 13, July 19 and September 5, 2007) concerning traffic regulations and traffic signs, et cetera, as follows:

Parking Prohibited At All Times -- Disabled:

Ward	Location
17	At 6715 South Oakley Avenue -- Disabled Parking Permit. Disabled parking signs installed exceeds amount allowed;
27	At 742 North Spaulding Avenue -- Disabled Parking Permit 52927. Disabled parking spaces installed exceeds amount allowed;

Ward	Location
30	At 2101 North Kostner Avenue -- Disabled Parking Permit 51388. No corner clearance, blocks vehicular access;
30	At 3457 North Kenton Avenue -- Disabled Parking Permit 54690. Not recommended;
35	At 3733 West Belden Avenue -- Disabled Parking Permit 52796. Parking prohibited signs are posted.

Parking Prohibited During Specified Hours:

Ward	Location
11	4118 South Halsted Street (12 feet east side of the main gate for truck clearance) 8:00 A.M. to 6:00 P.M. -- Monday through Friday. No City Council action necessary for driveway parking signs. Signs will be installed upon verification of driveway permit and upon receipt of necessary fees from applicant (07-01142881).

Parking Limited During Specified Hours:

Ward	Location
10	10148 South Ewing Avenue -- 1 hour parking -- 9:00 A.M. to 10:00 P.M. -- Monday through Sunday. Request withdrawn by requestor (07-00864126).

Loading Zones:

Ward	Location
1	1912 North Western Avenue (one parking space) 7:00 A.M. to 7:00 P.M. -- Monday through Sunday. This location falls within a no parking tow-away zone (07-00481657);
1	2417 North Western Avenue (one parking space) 9:00 A.M. to 6:00 P.M. -- Monday through Friday. Request withdrawn by requestor (07-00728215);
27	803 West Randolph Street, between South Halsted Street and South Green Street -- 8:00 A.M. to 12:00 A.M. -- all days. Request withdrawn by requestor (07-00160210);
30	3580 North Milwaukee Avenue -- 15 minute loading zone -- unattended vehicles must have lights flashing -- after 15 minutes tow-away zone -- 6:00 A.M. to 10:00 P.M. -- Monday through Sunday. No City Council action necessary for the installation of driveway signs. Signs will be installed (07-00745609).

Miscellaneous Signs:

Ward	Location
1	"No Outlet" signs, at the entry point of the alley located behind 1747 North Rockwell Street off of West Wabansia Avenue. No City Council action necessary for the installation of "No Outlet" signs. Sign will be installed (07-00153815);

Ward	Location
21	"Bus Drop Off On All School Days" -- South Lowe Avenue and West 98th Street (9811 South Lowe Avenue). No City Council action necessary for warning signs. Requested signs will be installed (07-00738765).

Residential Permit Parking Zones:

Ward	Location
7	9500 block of South Constance Avenue -- at all times -- all days. Does not meet zoning requirements (Zoning C1-1);
7	9600 block of South Van Vlissingen Road -- at all times -- all days. Does not meet parking study;
8	1900 block of East 85th Street (both sides) at all times -- all days. Does not meet parking study;
8	9300 block of South Euclid Avenue (both sides) at all times -- all days. Does not meet parking study;
25	1526 to 1538 block of West 21st Street (north side) at all times. Must be on both sides of street -- one consecutive block;
36	3100 block of North Normandy Avenue (both sides) between the first alley and West Barry Avenue -- at all times. Does not meet parking study;
36	6600 block of West Cornelia Avenue (both sides) -- at all times. Does not meet parking study requirements.

Tow-Away-Zones:

Ward	Location
1	1757 West Beach Street (one parking space) 30 minute standing zone/tow-away zone except with flashing lights -- 9:00 A.M. to 7:00 P.M. -- Monday through Saturday. This location falls within a no parking tow-away zone (07-00728535);
2	537 South Dearborn Street -- 15 minute standing zone with flashing lights -- 10:00 A.M. to 6:00 P.M. -- Monday through Friday. Request withdrawn by requestor (07-00730104).

Traffic Warning Signs And/Or Signals:

Ward	Location
4	"All-Way Stop" signs, South Drexel Avenue and East 52nd Street (07-00934155);
18	"Two-Way Stop" signs, stopping north and southbound traffic on South Lawndale Avenue at the intersection of West 82nd Street (07-01143504);
35	"All-Way Stop" signs, North Kimball Avenue and West Byron Street. Previously passed on September 4, 2002, (*Journal of the Proceedings of the City Council of the City of Chicago*, page 92947) (07-00746125).

Amend Parking Prohibited At All Times -- Disabled:

Ward	Location
34	Removal of Disabled Parking Permit 6365 signs located at 318 West 103rd Place. Duplicate.

Amend Parking Prohibited During Specified Hours:

Ward	Location
21	Repeal parking prohibited during specified hours (school hour restrictions) West 98th Place and West 98th Street off of South Lowe Avenue. No City Council action necessary for warning signs. Requested signs will be posted or removed (07- 00864624).

These *Do Not Pass* recommendations were concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) PATRICK O'CONNOR,
Chairman.

COMMITTEE ON TRANSPORTATION AND PUBLIC WAY.

APPOINTMENT OF MR. JAMES BUCHANAN AS MEMBER OF BOARD OF DIRECTORS OF REGIONAL TRANSPORTATION AUTHORITY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 24, 2007.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Approve* a mayoral appointment of James Buchanan as a member of the Board of Directors of the Regional Transportation Authority to a term effective immediately and expiring July 1, 2012, to succeed the late Thomas C. Reece. This appointment was referred to the Committee on September 24, 2007.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Allen, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. James Buchanan as a member of the Board of Directors of the Regional Transportation Authority was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48

Nays -- None.

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

AUTHORIZATION FOR GRANTS OF PRIVILEGE IN PUBLIC WAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 24, 2007.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith for grants of privilege in the public way. These ordinances were referred to the Committee on September 5, 2007 and September 25, 2007.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Fioretti, Dowell, Preckwinkle, Hairston, Lyle, Jackson, Harris, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zalewski, Dixon, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

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

A & A Dollar Plus, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to A & A Dollar Plus, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, one (1) sign projecting over the public right-of-way attached adjacent to its premises known as 3821 West 26th Street. Said sign shall measure eight (8) feet in length, four (4) feet in height and shall be ten (10) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

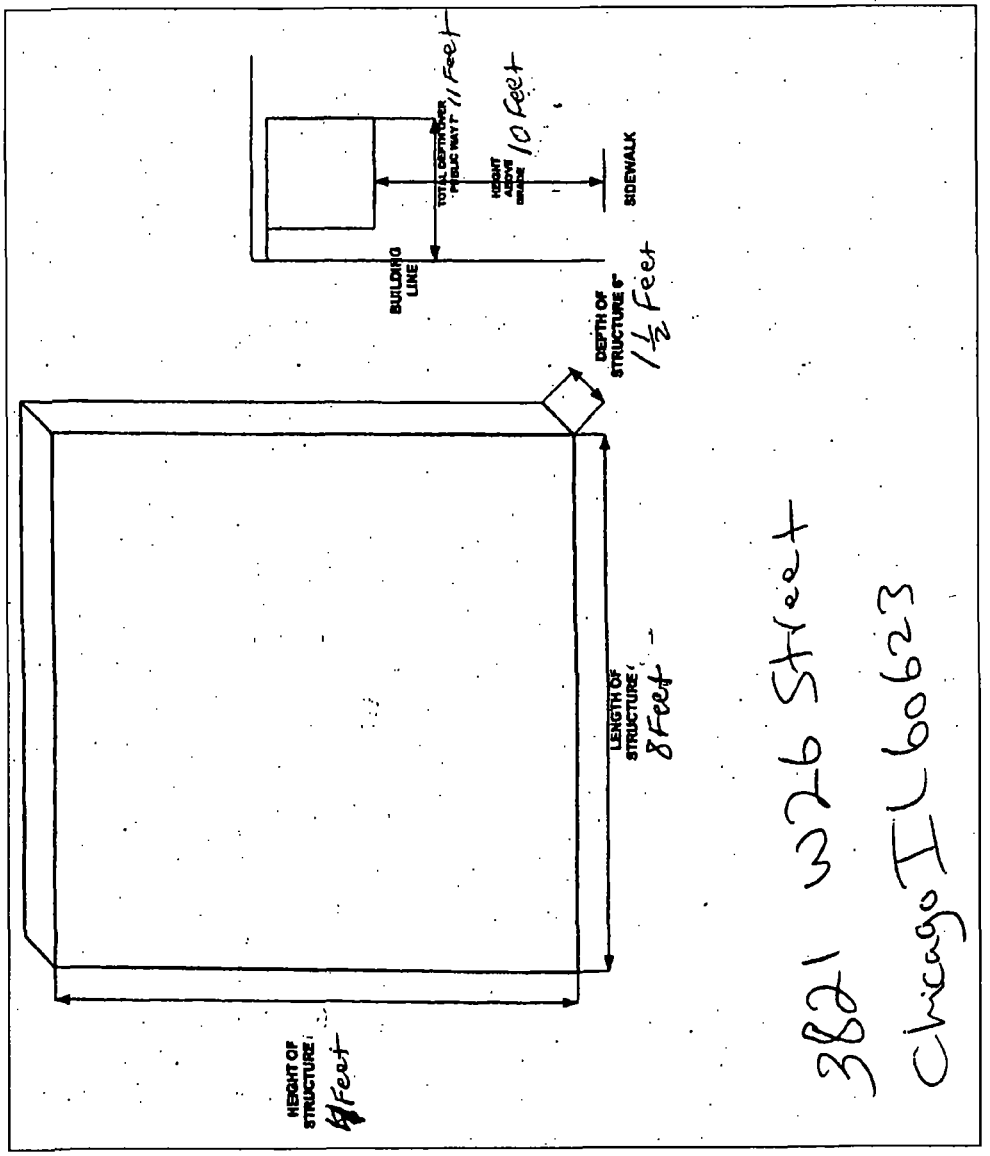
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1062730 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9629 of this *Journal.*]

Ordinance associated with this drawing printed on page 9628 of this *Journal*.



A & D Medical Center.

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

SECTION 1. Permission and authority are hereby given and granted to A & D Medical Center, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 743 South Pulaski Road. Said sign structure measures as follows: along South Pulaski Road, at eight (8) feet in length, four (4) feet in height and nine (9) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

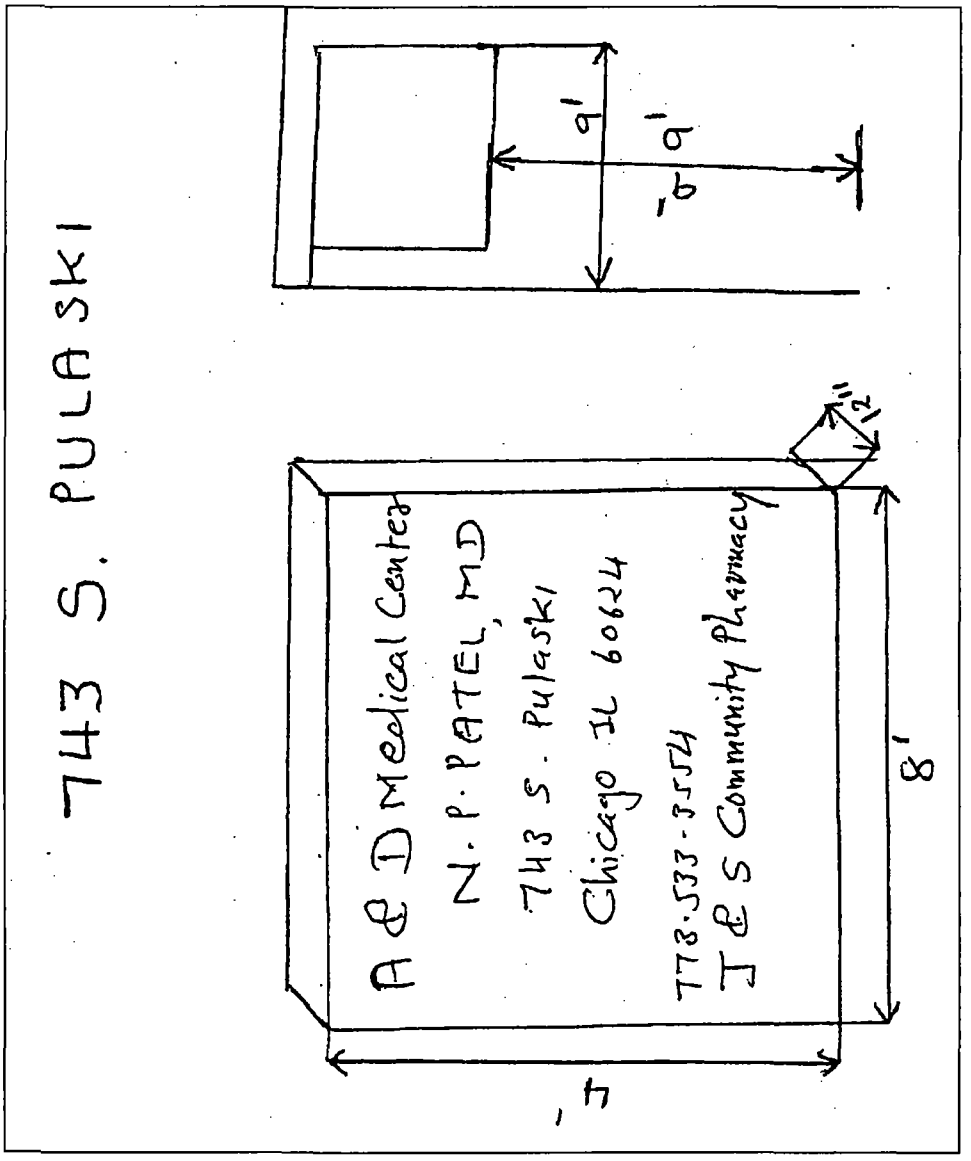
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1066747 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9631 of this *Journal.*]

Ordinance associated with this drawing printed on page 9630 of this *Journal*.



A & G Fresh Market, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to A & G Fresh Market, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 5630 West Belmont Avenue. Said sign shall measure six (6) feet in length, fifteen (15) feet in height and shall be seventeen (17) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

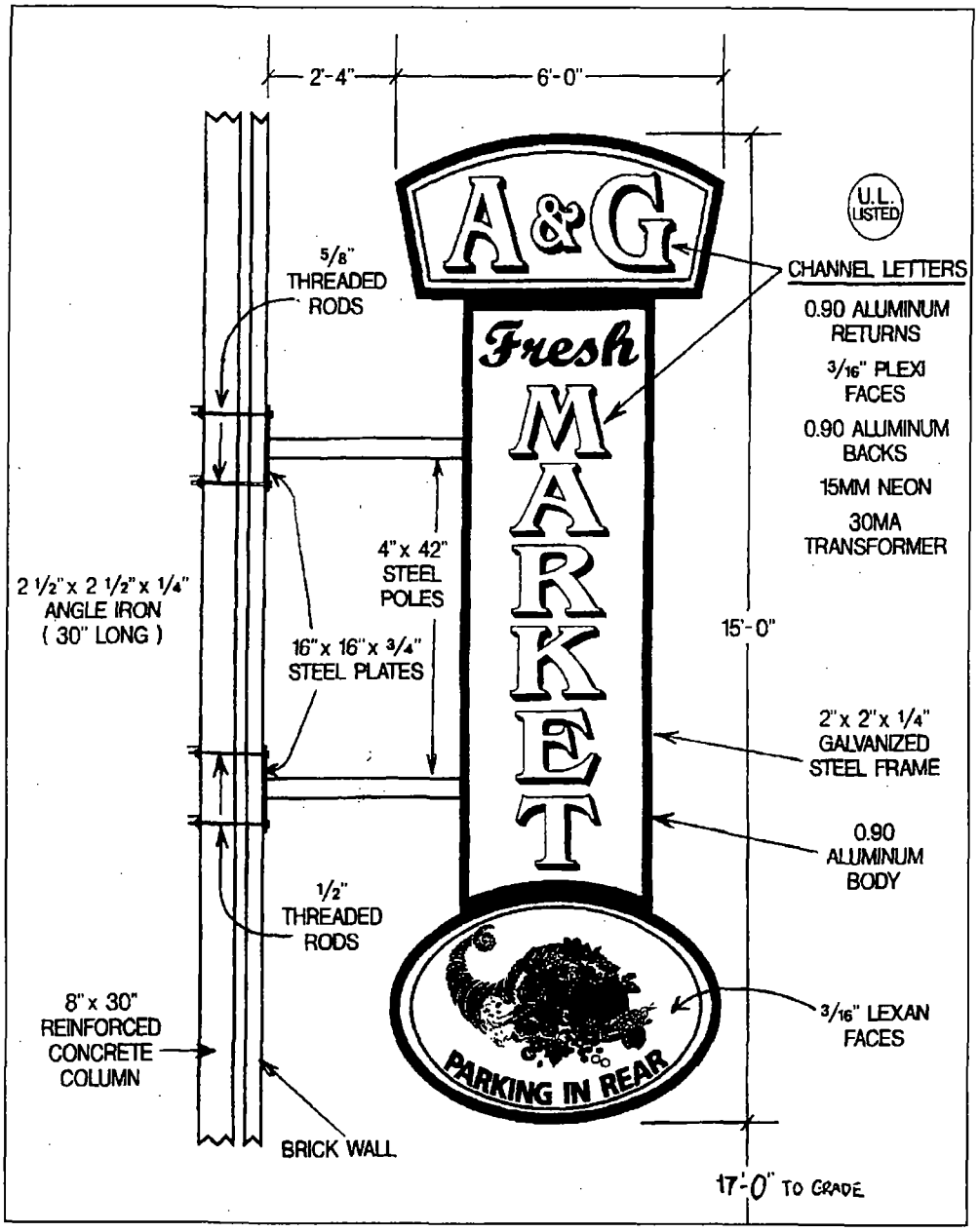
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1065901 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9633 of this *Journal.*]

Ordinance associated with this drawing printed on page 9632 of this *Journal.*



Active Automotive Products Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Active Automotive Products Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 5912 West Chicago Avenue. Said sign structure measures as follows: along West Chicago Avenue, at six (6) feet in length, six (6) feet in height and eleven (11) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

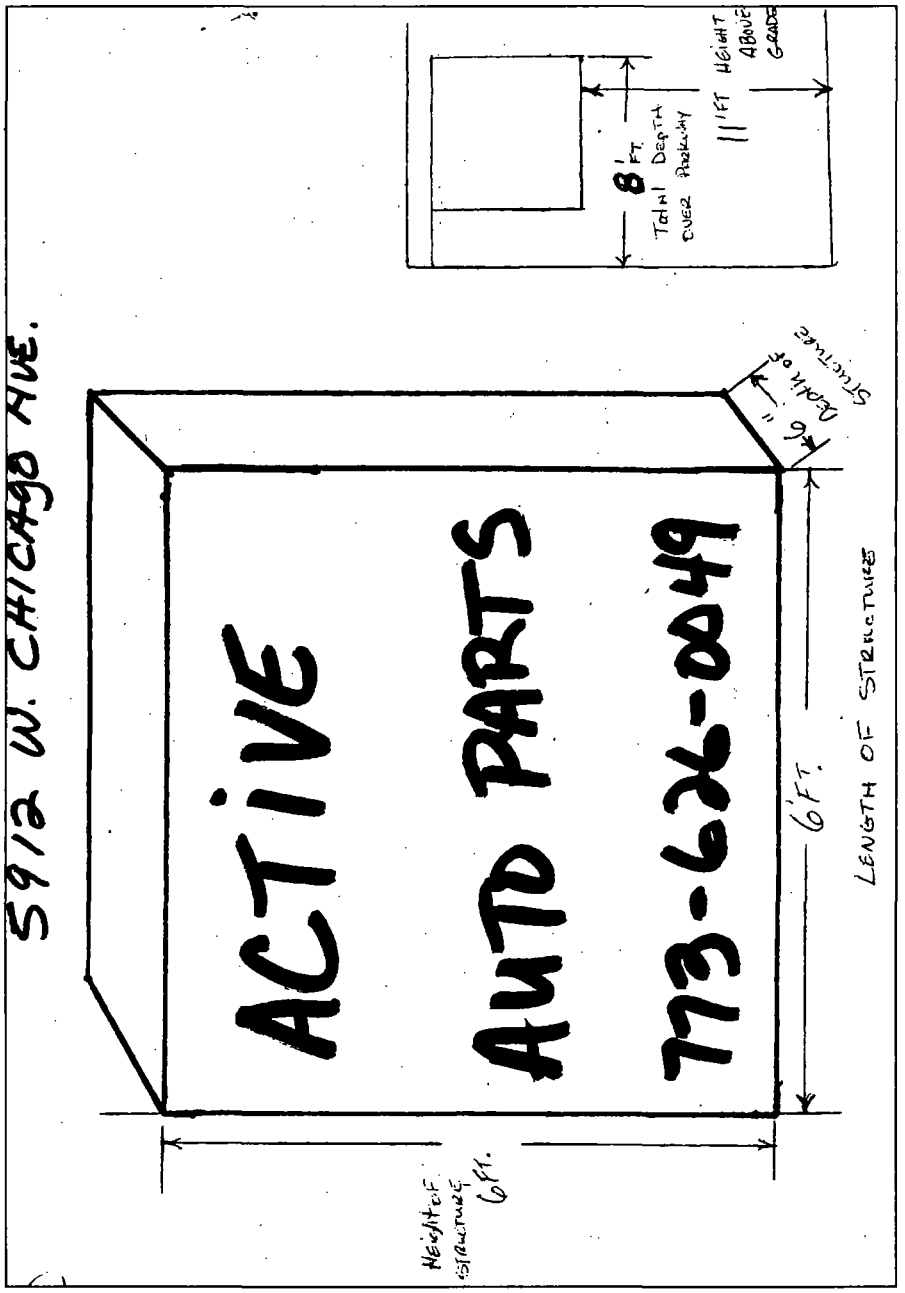
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1065913 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9635 of this *Journal.*]

Ordinance associated with this drawing printed on page 9634 of this *Journal*.



Adventure Real Estate Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Adventure Real Estate Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 4507 North Kedzie Avenue. Said sign shall be seven (7) feet in length, two and forty-one hundredths (2.41) feet in width and shall be eight (8) feet above grade along North Kedzie Avenue. Sign has been constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

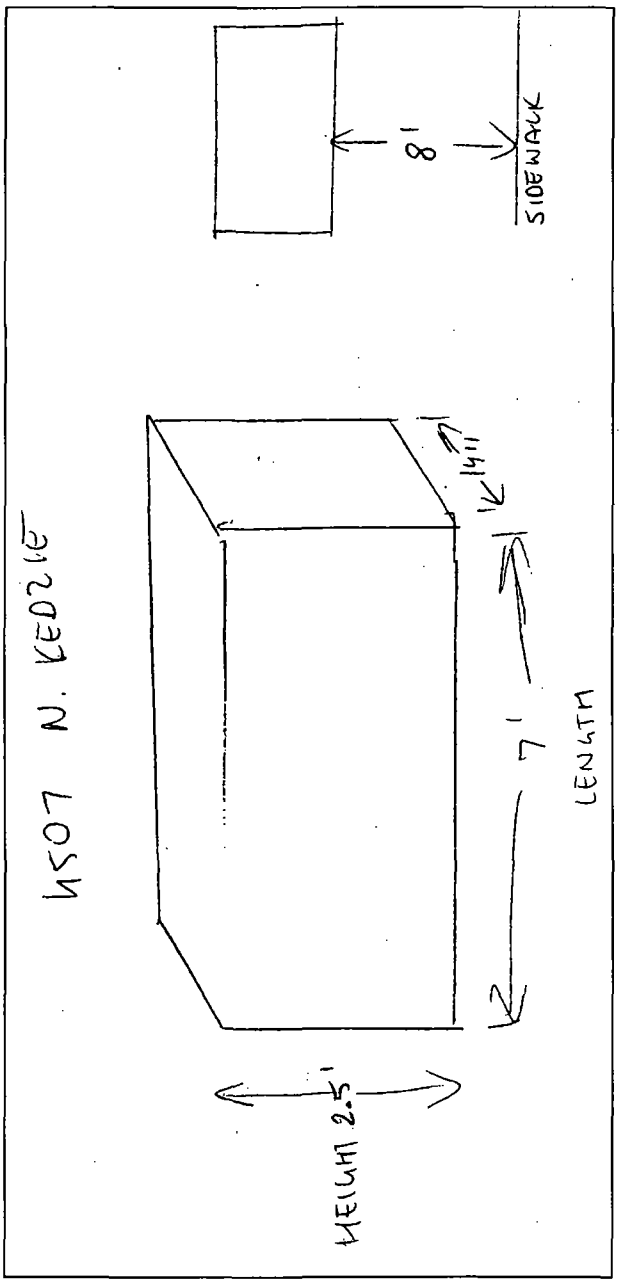
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1062967 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9637 of this *Journal.*]

Ordinance associated with this drawing printed on page 9636 of this *Journal.*



AL-Group Consulting Inc.

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

SECTION 1. Permission and authority are hereby given and granted to AL-Group Consulting Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 4617 -- 4619 North Kedzie Avenue. Said sign structure measures as follows: along 4617 North Kedzie Avenue, at twenty-two (22) feet in length, two (2) feet in height and thirteen (13) feet above grade level. Said sign structure measures as follows: along 4619 North Kedzie Avenue, at twenty (20) feet in length, two (2) feet in height and thirteen (13) feet above grade level. The location of said privilege shall be as shown on prints hereto attached, which by reference are hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

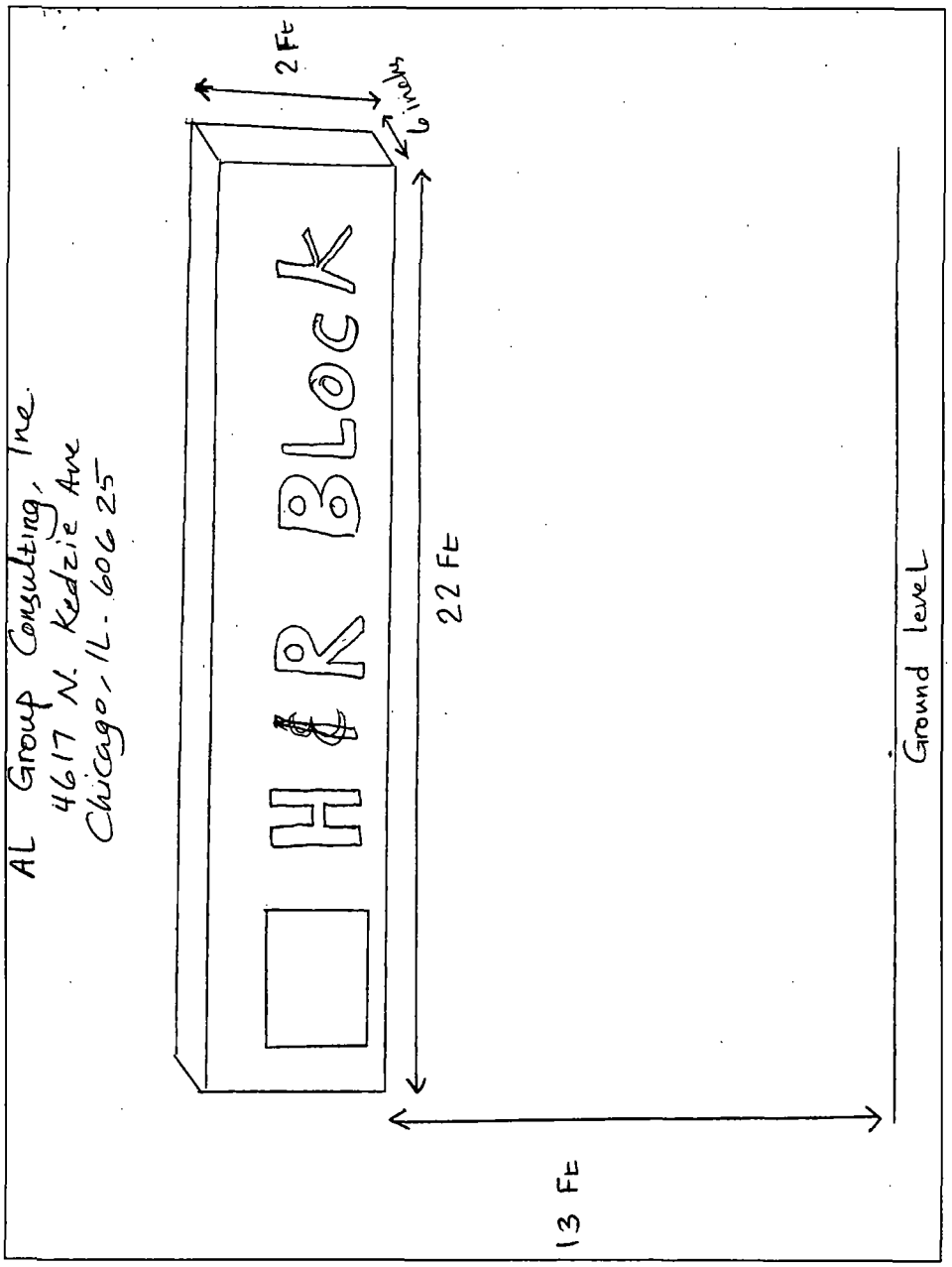
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1064979 herein granted the sum of Six Hundred and no/100 Dollars ($600.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

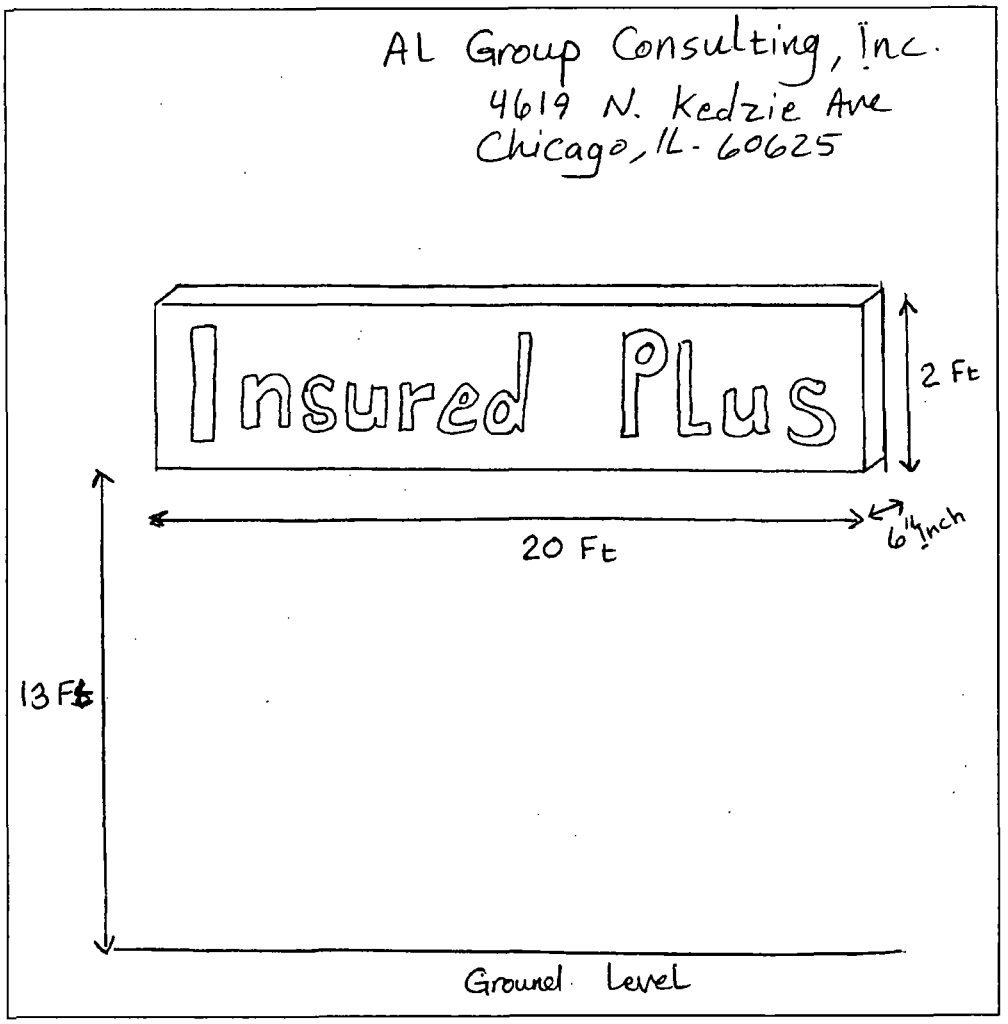
Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawings referred to in this ordinance printed on pages 9639 and 9640 of this *Journal*.]

Ordinance associated with this drawing printed on page 9638 of this *Journal*.



Ordinance associated with this drawing printed on page 9638 of this *Journal*.



Alhambra Palace Restaurant.

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

SECTION 1. Permission and authority are hereby given and granted to Alhambra Palace Restaurant, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use four (4) security cameras on the public right-of-way adjacent to its premises known as 1240 West Randolph Street. Said security cameras shall be one (1) foot in length, thirty-three hundredths (.33) foot in width and sixteen (16) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

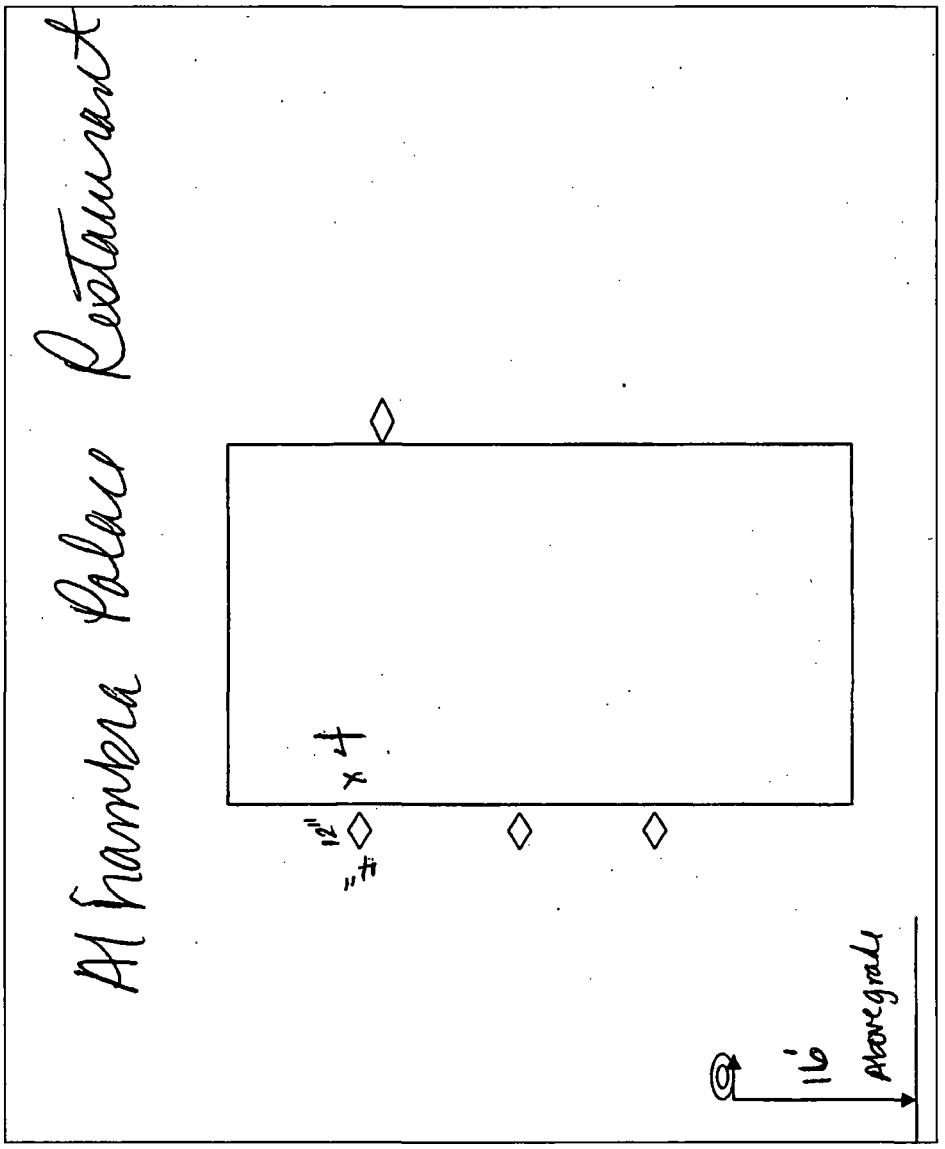
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1062749 herein granted the sum of Ninety and no/100 Dollars ($90.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9642 of this *Journal.*]

Ordinance associated with this drawing printed on page 9641 of this *Journal.*



Ali Baba Hookah Bar.

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

SECTION 1. Permission and authority are hereby given and granted to Ali Baba Hookah Bar, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 4046 West Lawrence Avenue. Said sign structure measures as follows: along West Lawrence Avenue, at four (4) feet in length, six (6) feet in height and fifteen (15) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

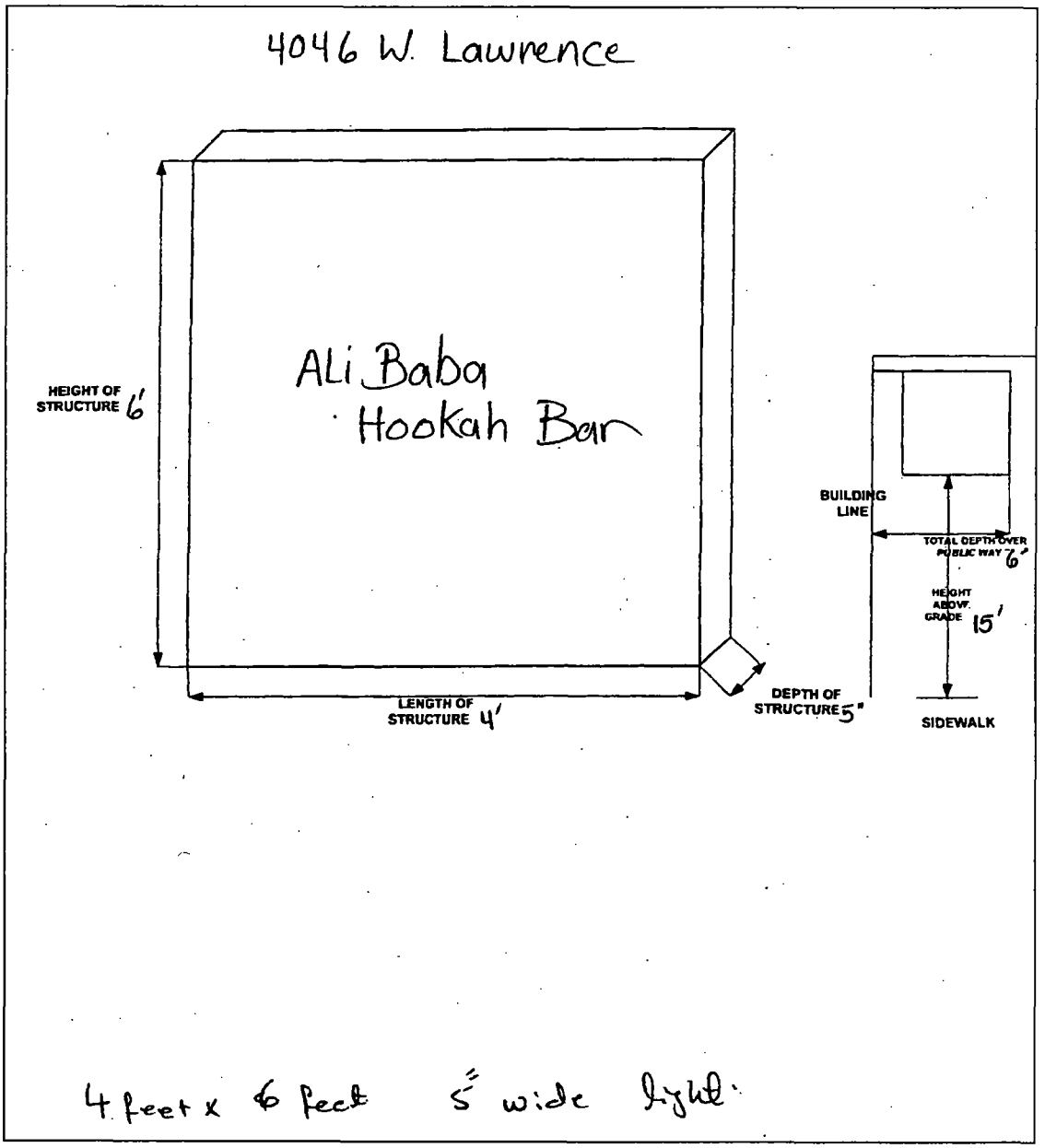
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1062738 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9644 of this *Journal.*]

Ordinance associated with this drawing printed on page 9643 of this *Journal*.



Allstate.

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

SECTION 1. Permission and authority are hereby given and granted to Allstate, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 2823 West 55th Street. Said sign structure measures as follows: along West 55th Street, at seven (7) feet in length, four (4) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

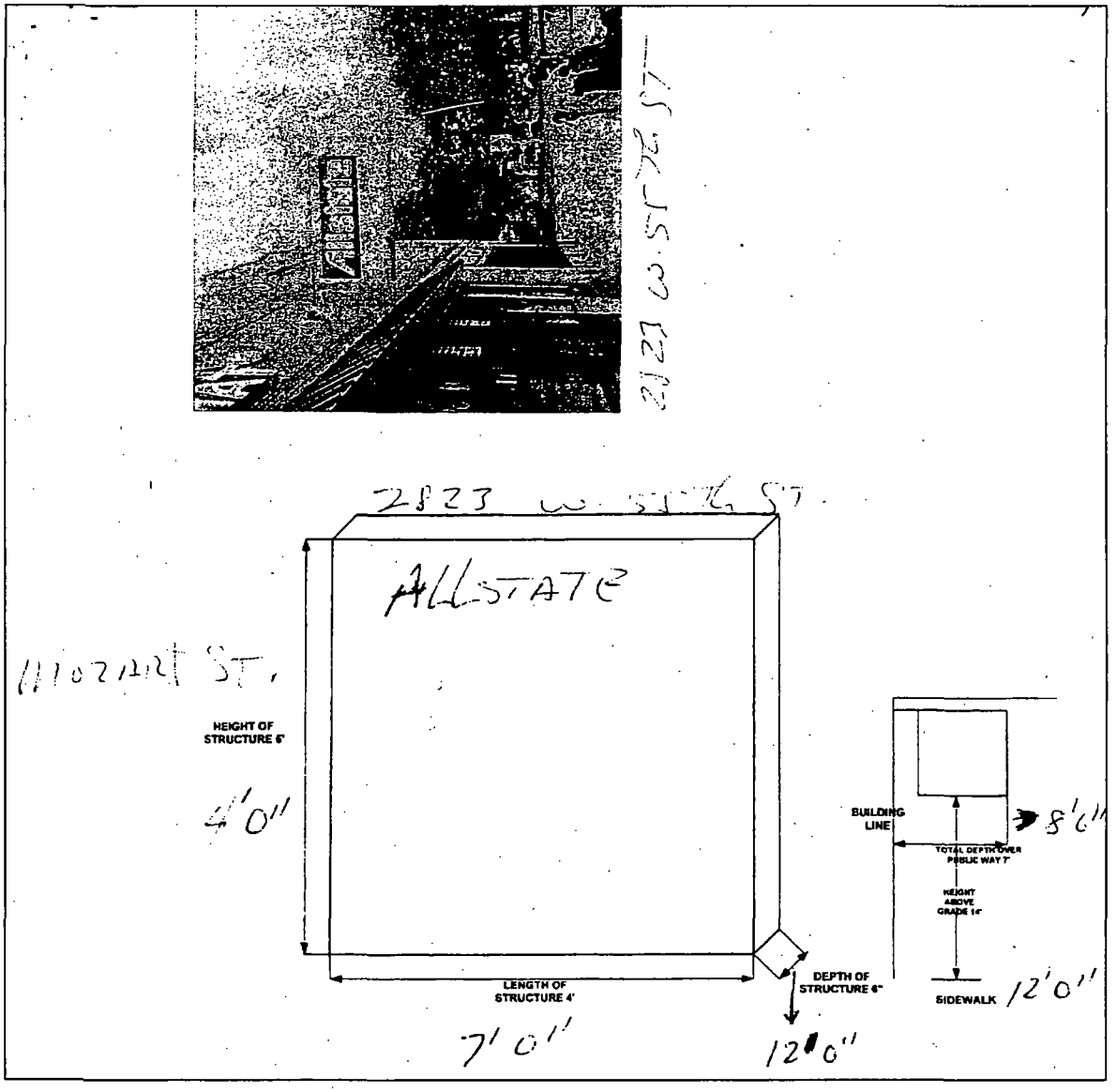
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1065725 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9646 of this *Journal.*]

Ordinance associated with this drawing printed on page 9645 of this *Journal*.



Al's Pizza.

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

SECTION 1. Permission and authority are hereby given and granted to Al's Pizza, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 6344 West Irving Park Road. Said sign shall measure six (6) feet in length, six (6) feet in height and shall be fourteen (14) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

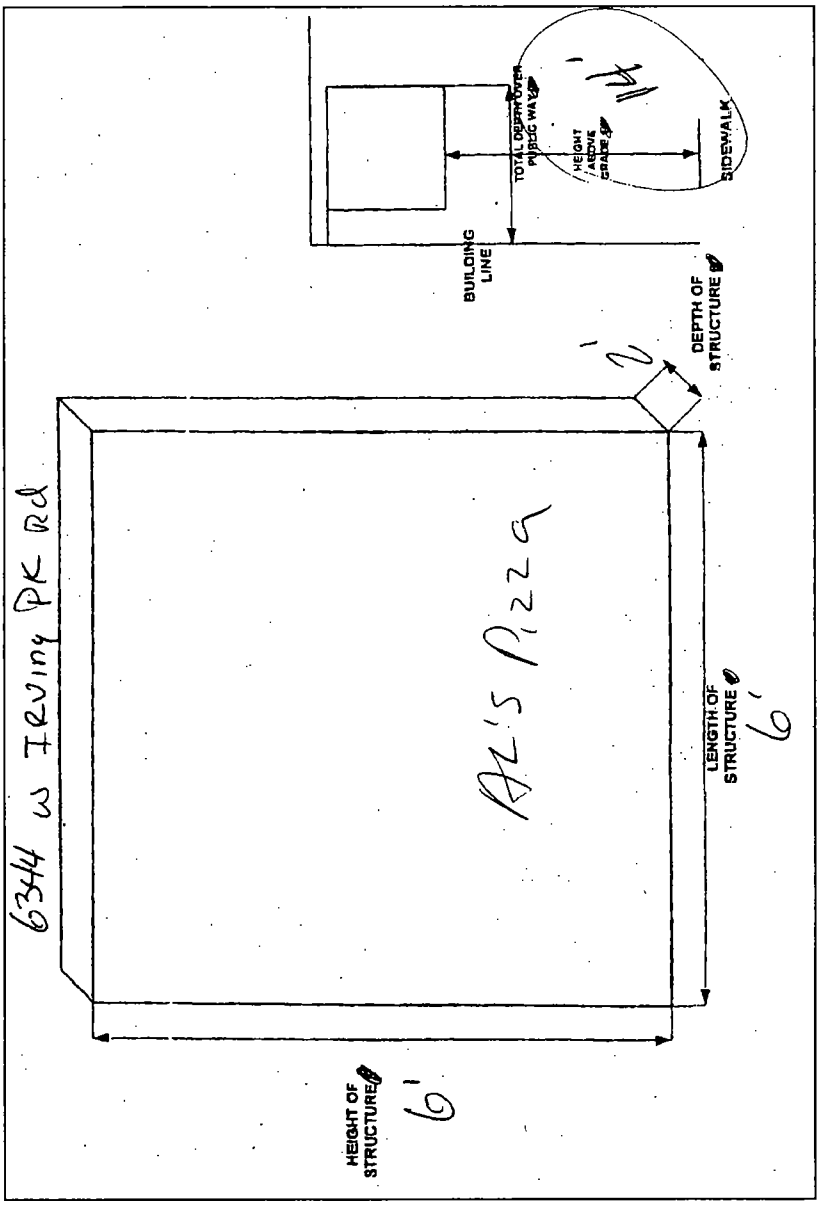
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1062817 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9648 of this *Journal.*]

Ordinance associated with this drawing printed on page 9647 of this *Journal*.



American Heritage Fireplace.

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

SECTION 1. Permission and authority are hereby given and granted to American Heritage Fireplace, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 3054 North Western Avenue. Said sign shall measure thirty-eight (38) feet in length, two and forty-two hundredths (2.42) feet in height and shall be fifteen and fifty-eight hundredths (15.58) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

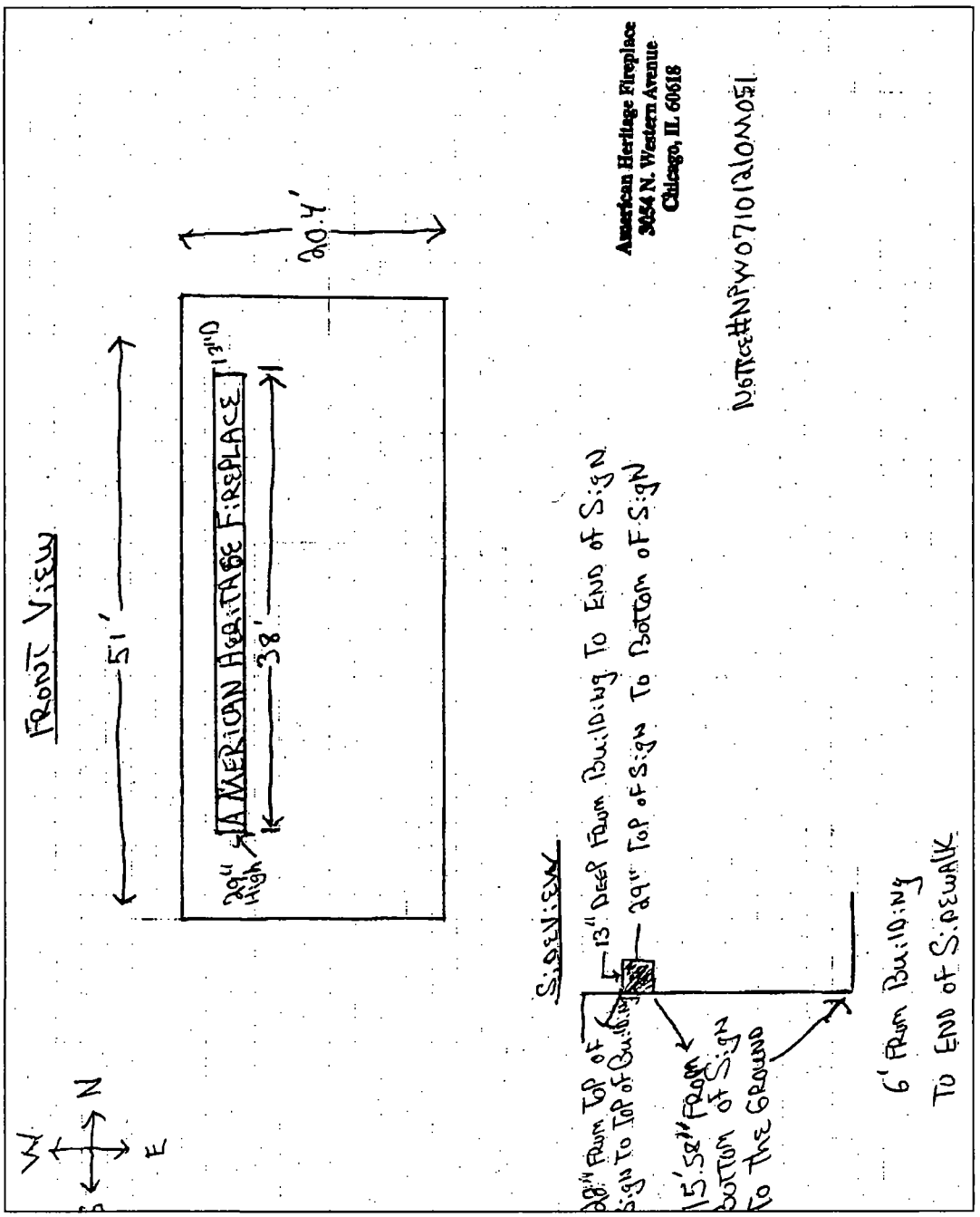
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1062861 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9650 of this *Journal.*]

Ordinance associated with this drawing printed on page 9649 of this *Journal*.



America's Financial Choice.

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

SECTION 1. Permission and authority are hereby given and granted to America's Financial Choice, upon the terms and subject to the conditions of this ordinance, to maintain and use (1) sign projecting over the public right-of-way adjacent to its premises known as 4016 North Cicero Avenue. Said sign shall be eight (8) feet in length, eight (8) feet in width and eleven (11) feet above grade along North Cicero Avenue. Sign has been constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1062204 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

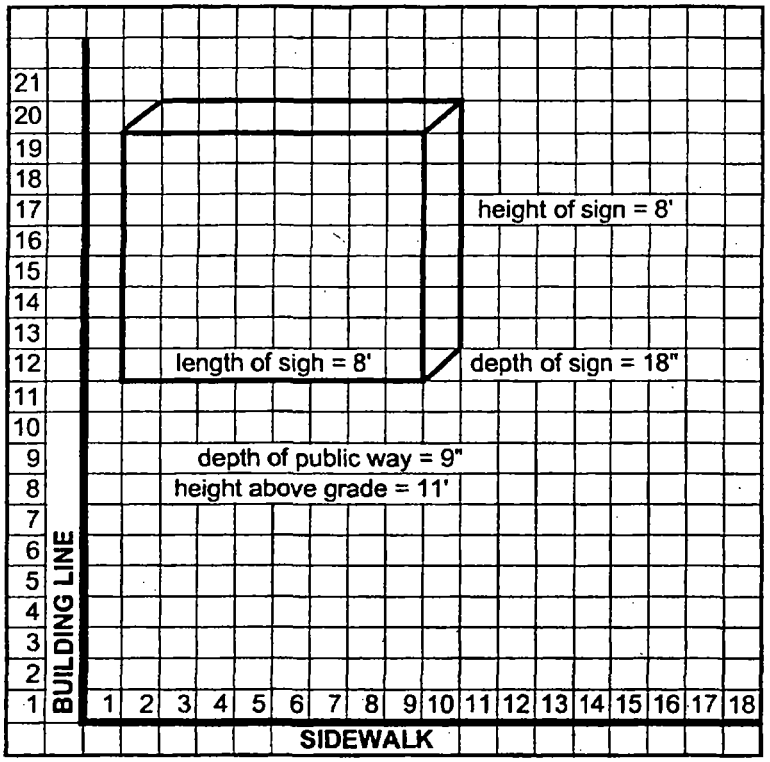
A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9652 of this *Journal.*]

Ordinance associated with this drawing printed on page 9651 of this *Journal*.

America's Financial Choice, Inc.
4016 1/2 N. Cicero Ave.
phone: 773-545-2700



Anastazja Restaurant.

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

SECTION 1. Permission and authority are hereby given and granted to Anastazja Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 5221 -- 5223 West Diversey Avenue. Said sign shall measure six and sixty-seven hundredths (6.67) feet in length, three and ninety-two hundredths (3.92) feet in height and shall be eleven and seventeen-hundredths (11.17) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

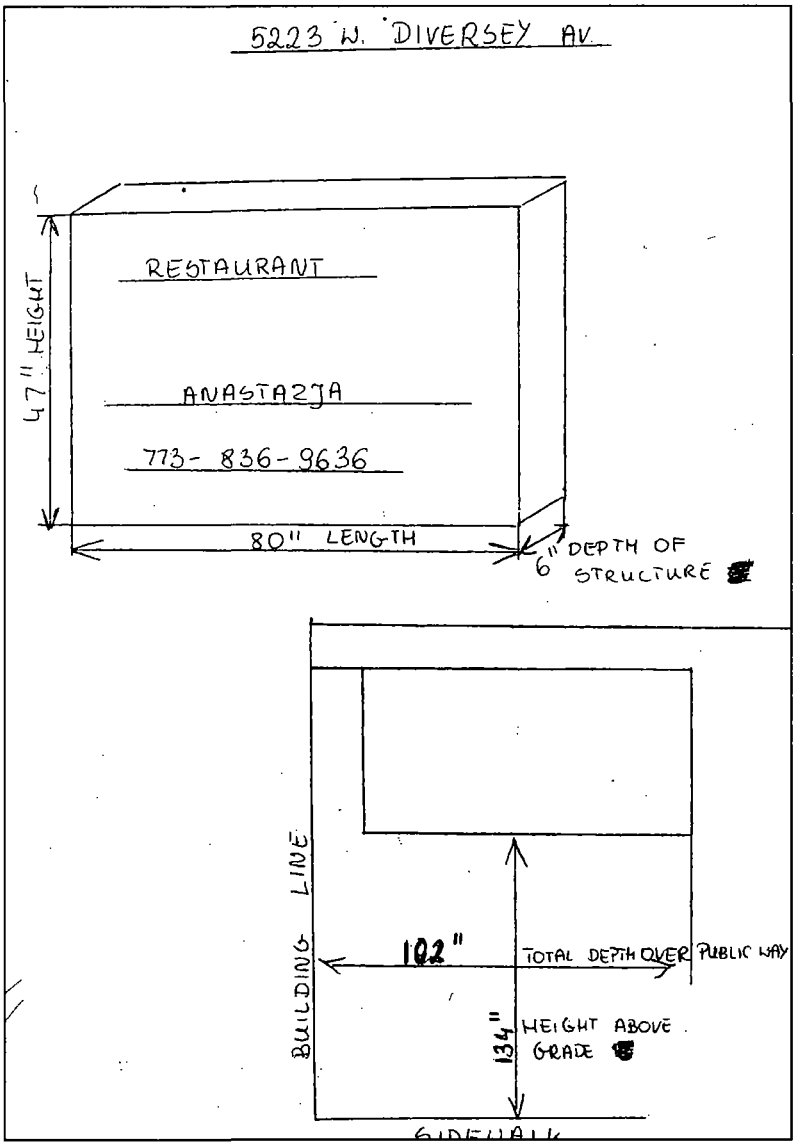
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1065276 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9654 of this *Journal.*]

Ordinance associated with this drawing printed on page 9653 of this *Journal*.



Armitage Albany L.L.C.

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

SECTION 1. Permission and authority are hereby given and granted to Armitage Albany L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use twelve (12) balconies projecting over the public right-of-way adjacent to its premises known as 3060 -- 3066 West Armitage Avenue. Said balconies shall each measure seven (7) feet, two (2) inches in length and four (4) feet in width. Lowest balcony shall be thirteen (13) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Balconies shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

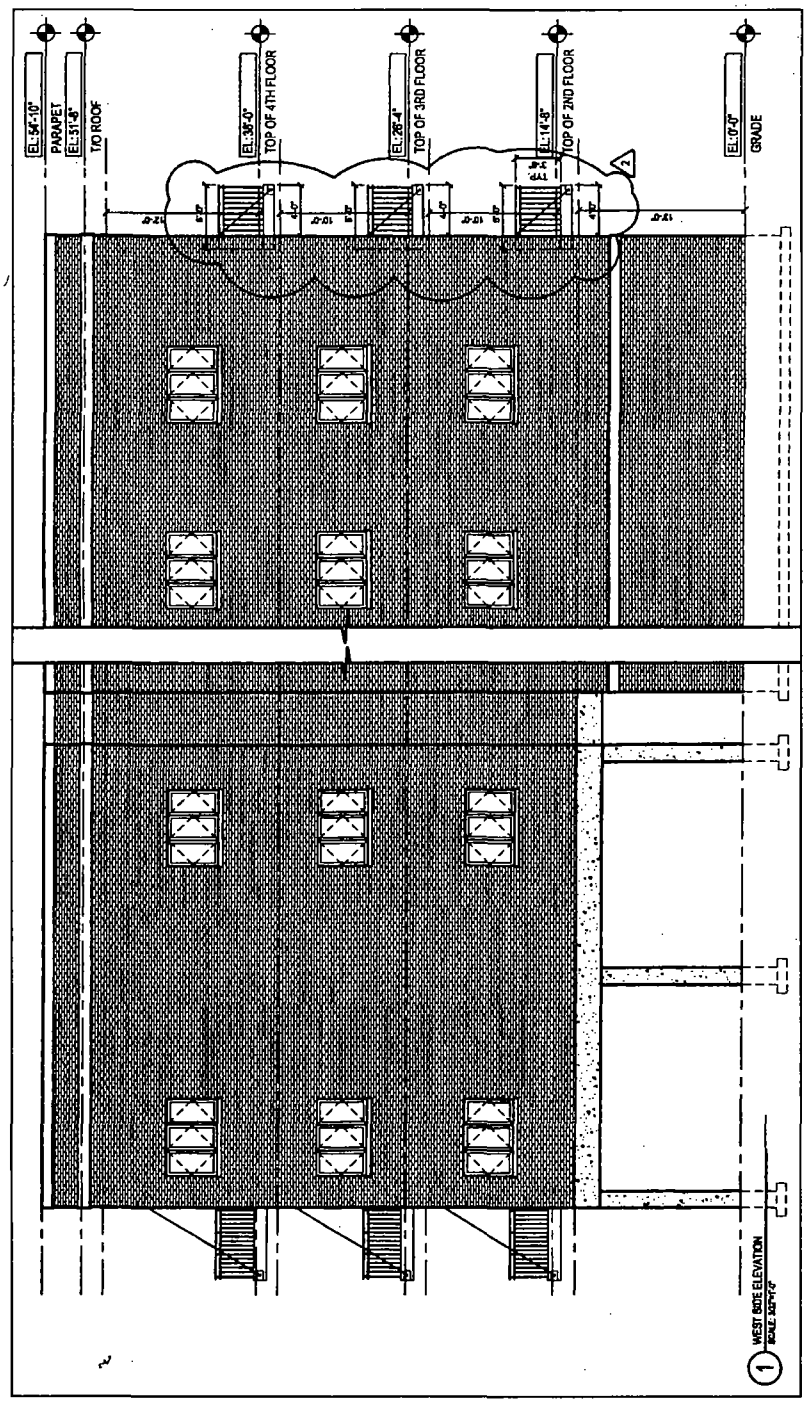
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1064625 herein granted the sum of Nine Hundred and no/100 Dollars ($900.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9656 of this *Journal*.]

Ordinance associated with this drawing printed on page 9655 of this *Journal*.



Ay Ay Picante.

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

SECTION 1. Permission and authority are hereby given and granted to Ay Ay Picante, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 4569 North Elston Avenue. Said sign structure measures as follows: along North Elston Avenue, at four (4) feet in length, fifteen (15) feet in height and nine (9) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

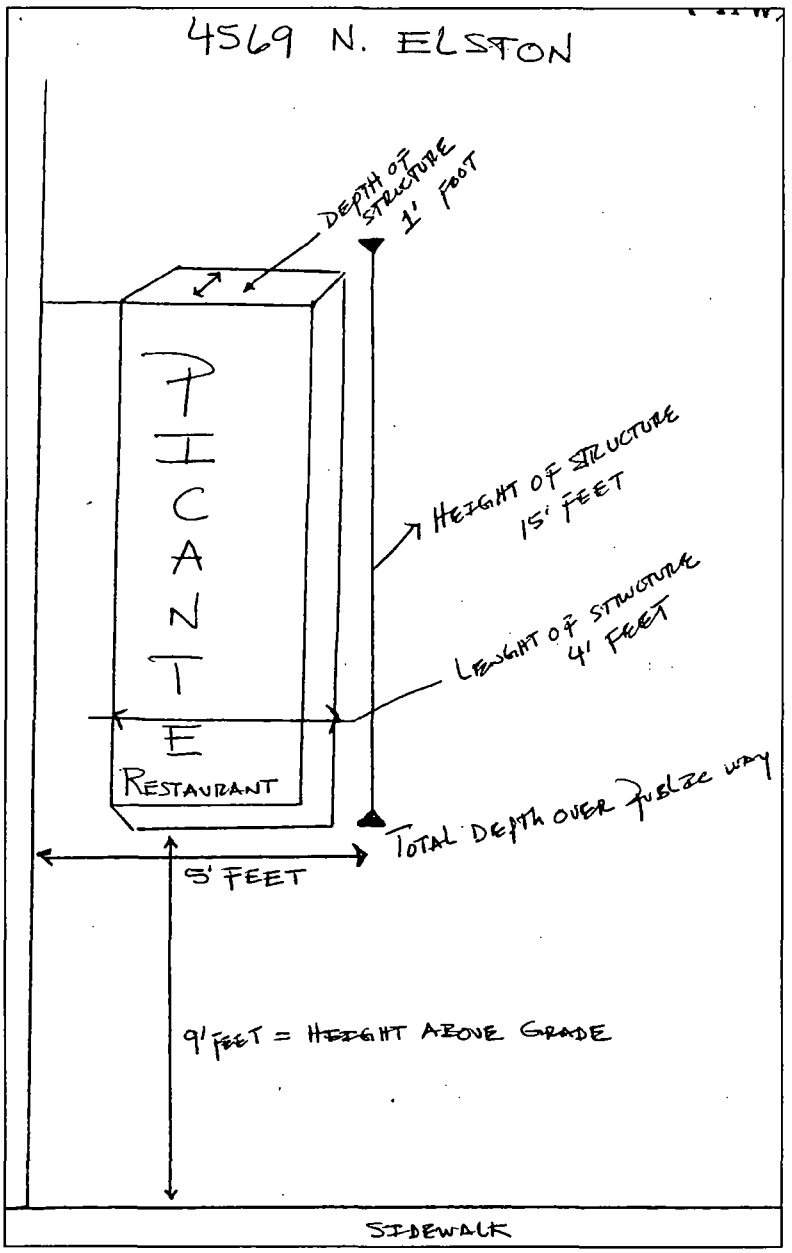
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1063603 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9658 of this *Journal.*]

Ordinance associated with this drawing printed on page 9657 of this *Journal*.



B J Furniture & Antiques.

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

SECTION 1. Permission and authority are hereby given and granted to BJ Furniture & Antiques, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 6901 North Western Avenue. Said sign structures measure as follows: along North Western Avenue, one (1) at eight (8) feet in length, four (4) feet in height and fourteen (14) feet above grade level and one (1) at six (6) feet in length, three and thirty-three hundredths (3.33) feet in height and twenty-four and twenty-five hundredths (24.25) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

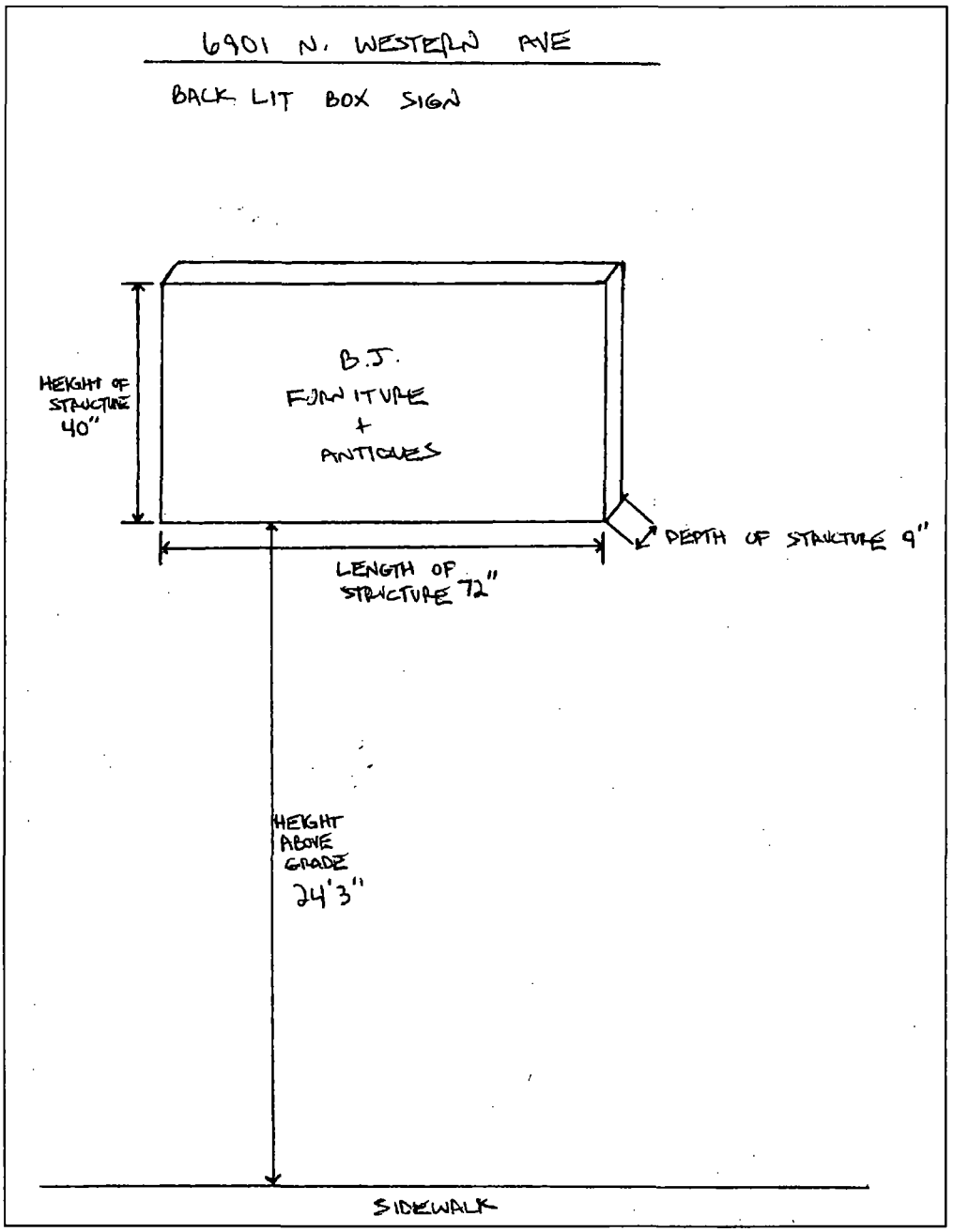
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1066074 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9660 of this *Journal.*]

Ordinance associated with this drawing printed on page 9659 of this *Journal*.



Bacci Pizzeria On Chicago Avenue.

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

SECTION 1. Permission and authority are hereby given and granted to Bacci Pizzeria on Chicago Avenue, upon the terms and subject to the conditions, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 2343 West Chicago Avenue. Said sign structure measures as follows: along West Chicago Avenue, at four (4) feet in length, four (4) feet in height and twenty (20) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

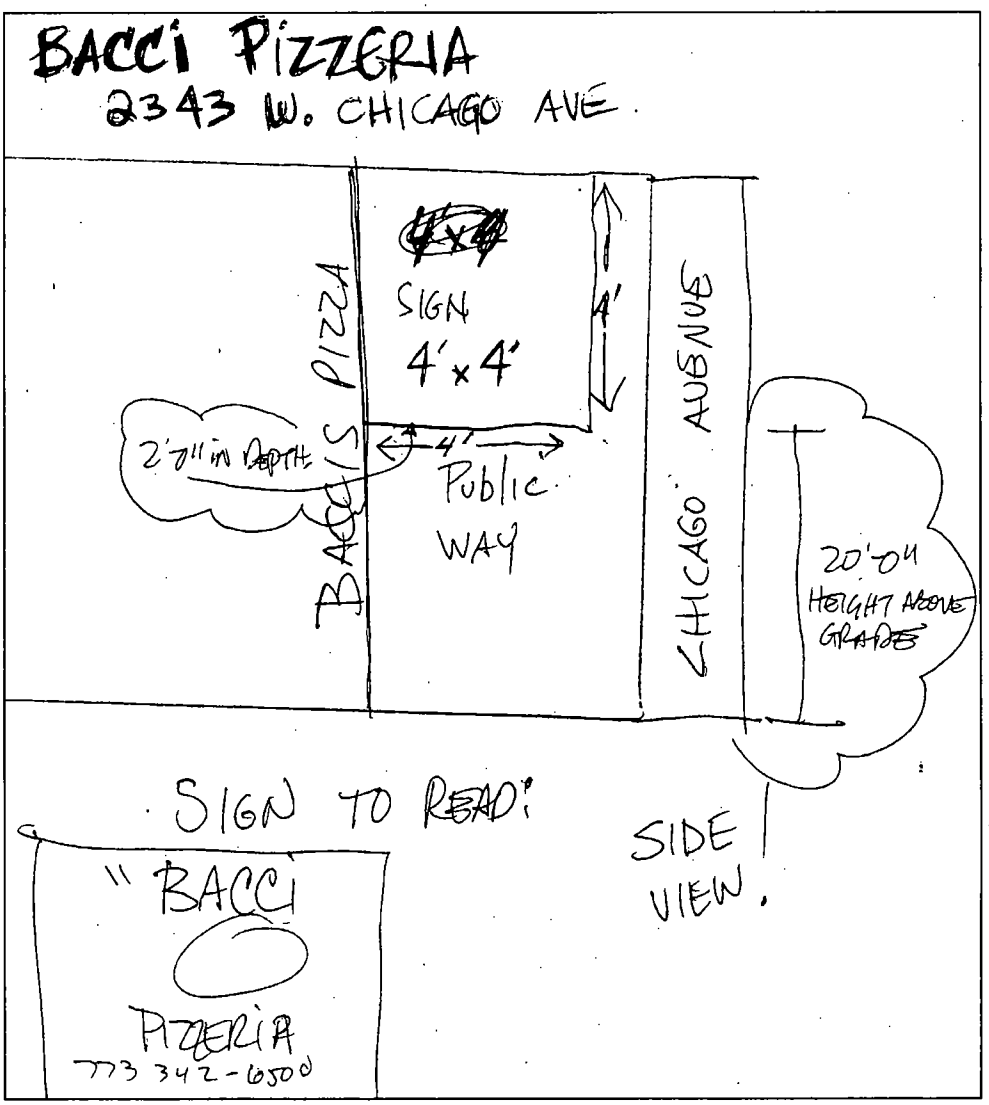
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1065410 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9662 of this *Journal.*]

Ordinance associated with this drawing printed on page 9661 of this *Journal*.



Bangkok Thai 55 Restaurant.

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

SECTION 1. Permission and authority are hereby given and granted to Bangkok Thai 55 Restaurant, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 451 West 31st Street. Said sign shall measure eight (8) feet in length, four (4) feet in height and fifteen (15) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

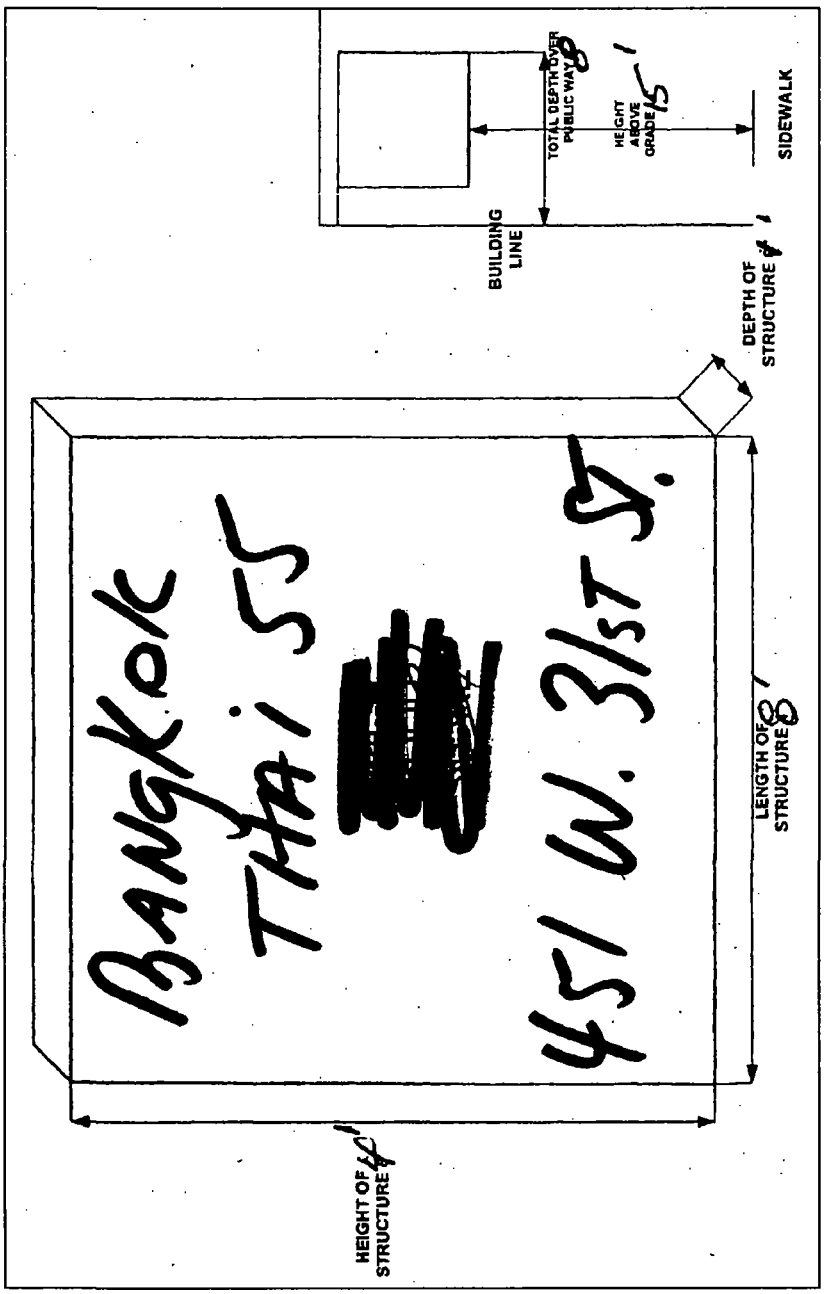
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1065324 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9664 of this *Journal.*]

Ordinance associated with this drawing printed on page 9663 of this *Journal.*



Barbara Anns Motel 2.

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

SECTION 1. Permission and authority are hereby given and granted to Barbara Anns Motel 2, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 7621 South Cottage Grove Avenue. Said sign shall measure fifteen (15) feet in length, fifteen (15) feet in height and twenty (20) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

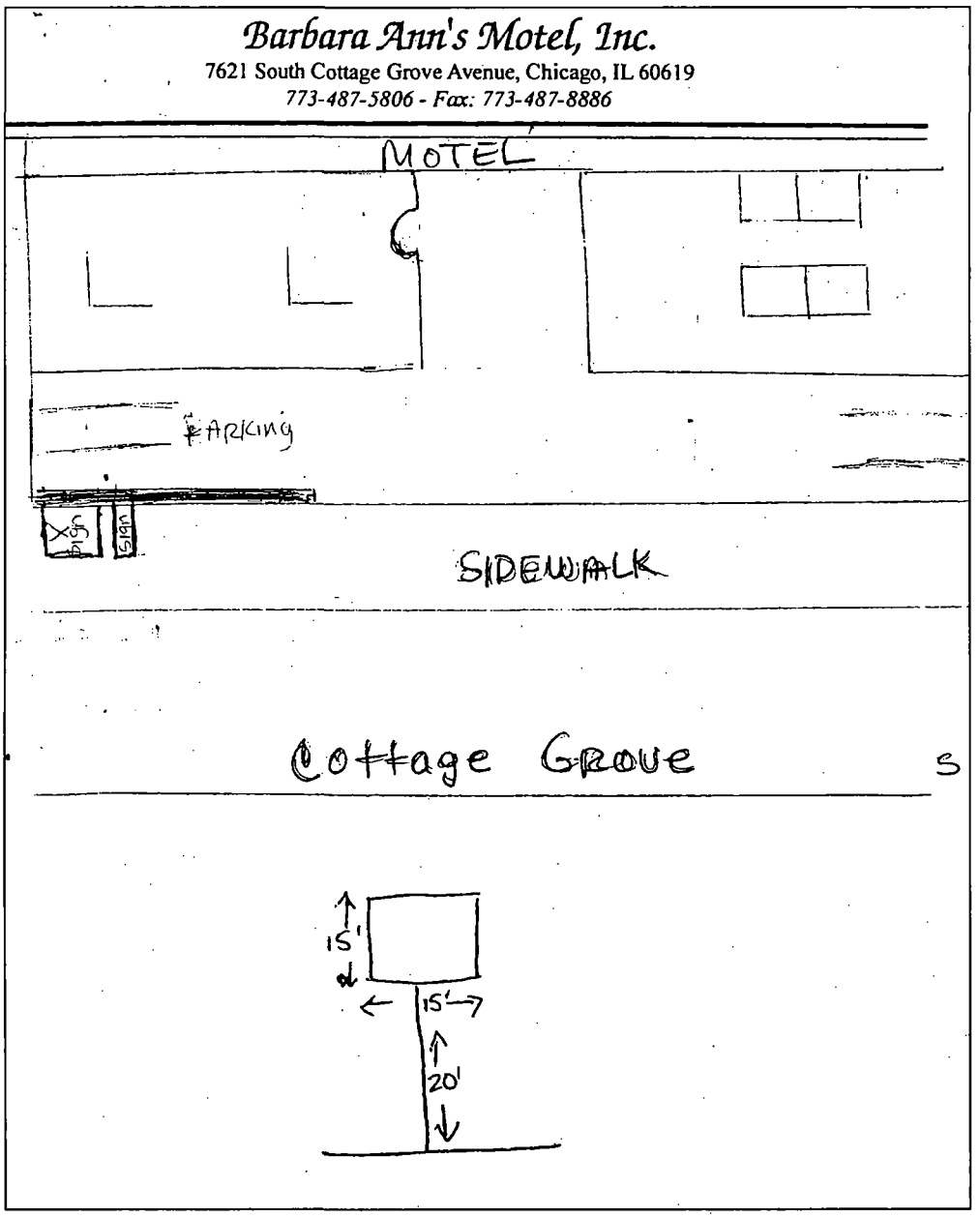
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1065892 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9666 of this *Journal.*]

Ordinance associated with this drawing printed on page 9665 of this *Journal*.



Barra & Mariscos "El Alteno".

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

SECTION 1. Permission and authority are hereby given and granted to Barra & Mariscos "El Alteno", upon the terms and subject to the conditions of this ordinance, to maintain and use twelve (12) light fixtures over the public right-of-way adjacent to its premises known as 4501 -- 4503 West Belmont Avenue. Said light fixtures shall be one (1) foot in length, one (1) foot in width and fifteen (15) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications and the Department of Streets and Sanitation.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

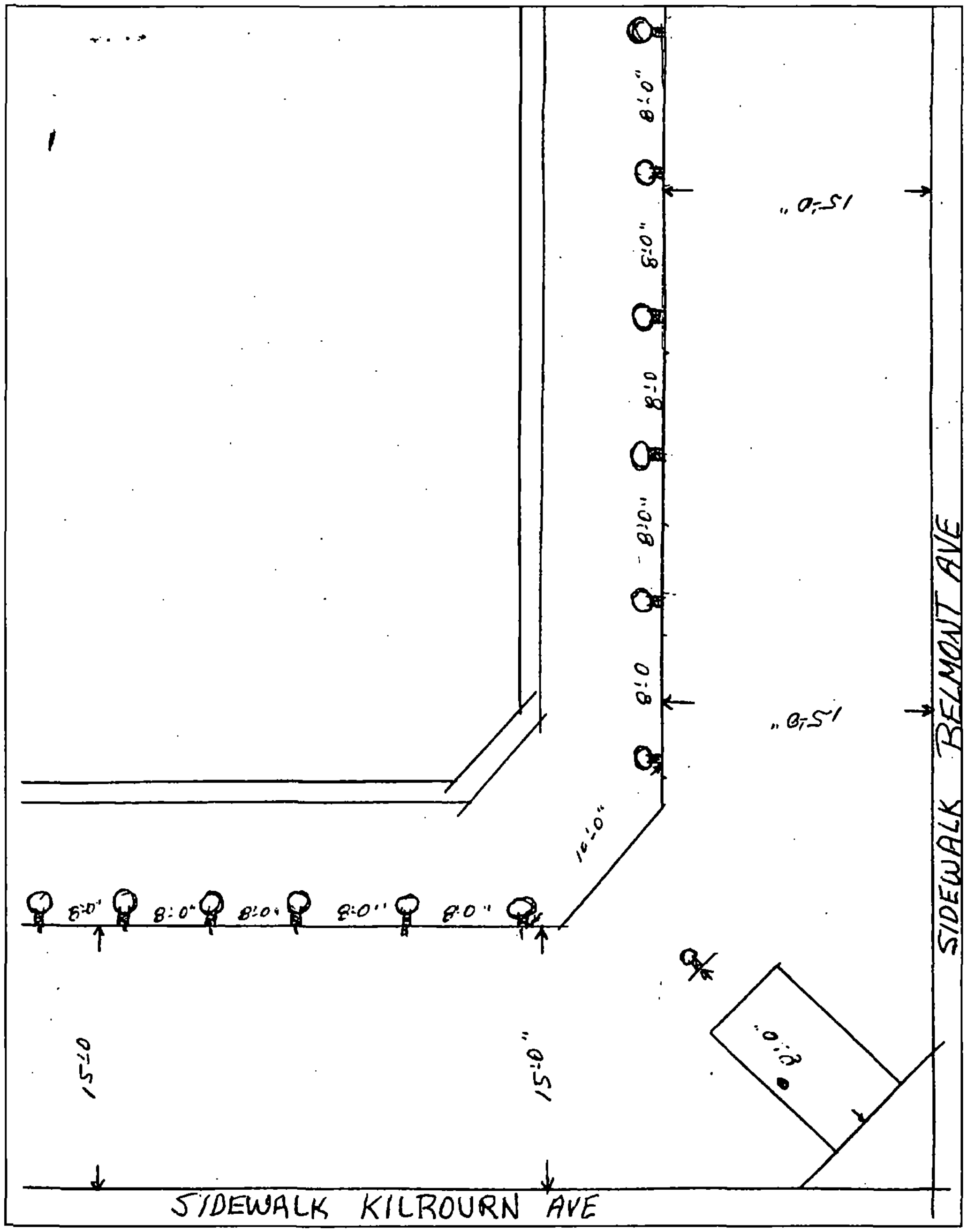
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1061882 herein granted the sum of One Hundred Thirty and no/100 Dollars ($130.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9668 of this *Journal.*]

Ordinance associated with this drawing printed on page 9667 of this *Journal*.



Barry's Cut Rate Stores Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Barry's Cut Rate Stores Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1370 North Milwaukee Avenue. Said sign structure measures as follows: along North Milwaukee Avenue, at six (6) feet in length, twelve (12) feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

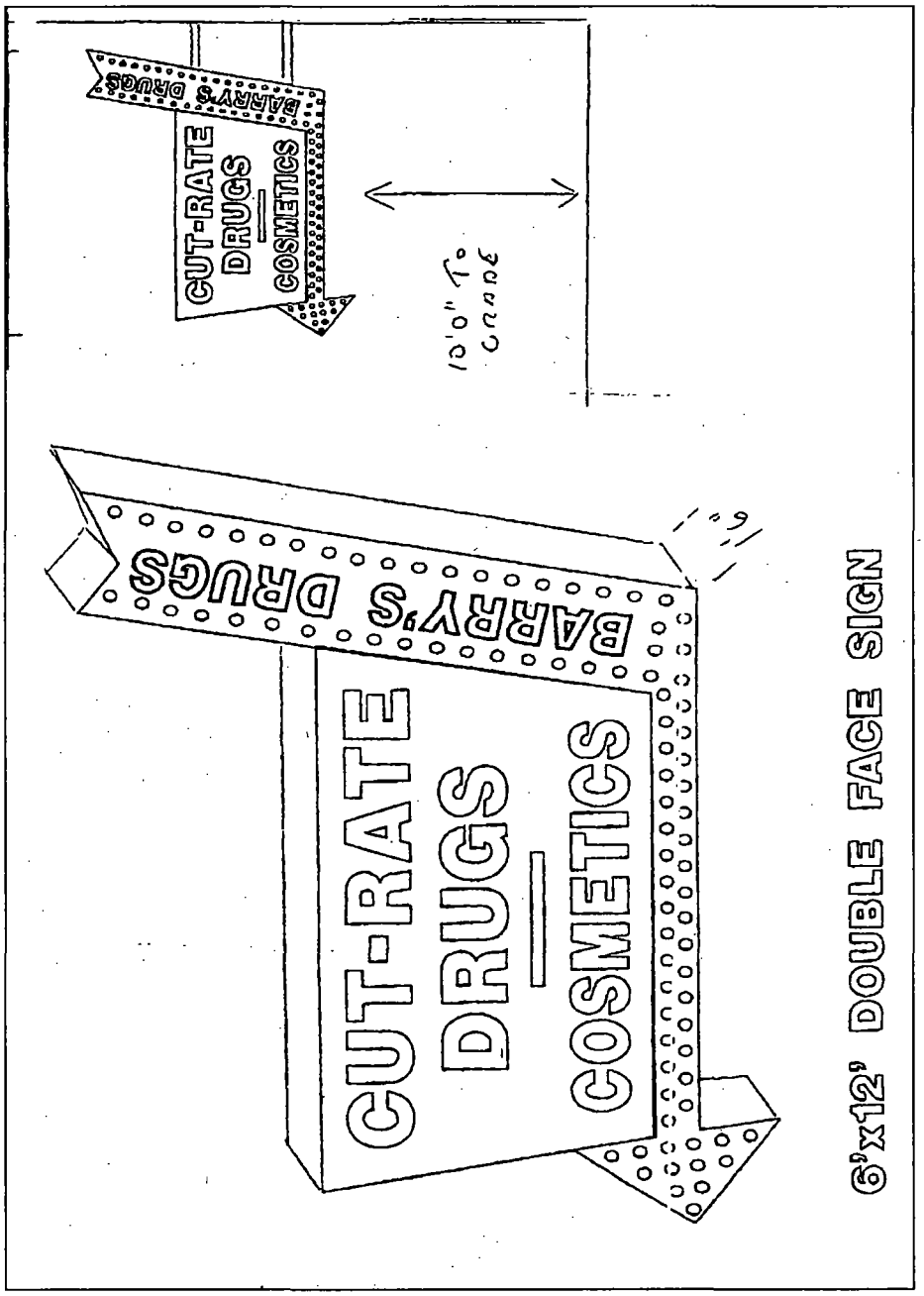
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1066337 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9670 of this *Journal.*]

Ordinance associated with this drawing printed on page 9669 of this *Journal*.



Beef & Burger.

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

SECTION 1. Permission and authority are hereby given and granted to Beef & Burger, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 4148 West Montrose Avenue. Said sign shall be six (6) feet in length, six (6) feet in width and eleven (11) feet above grade along West Montrose Avenue. Sign has been constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

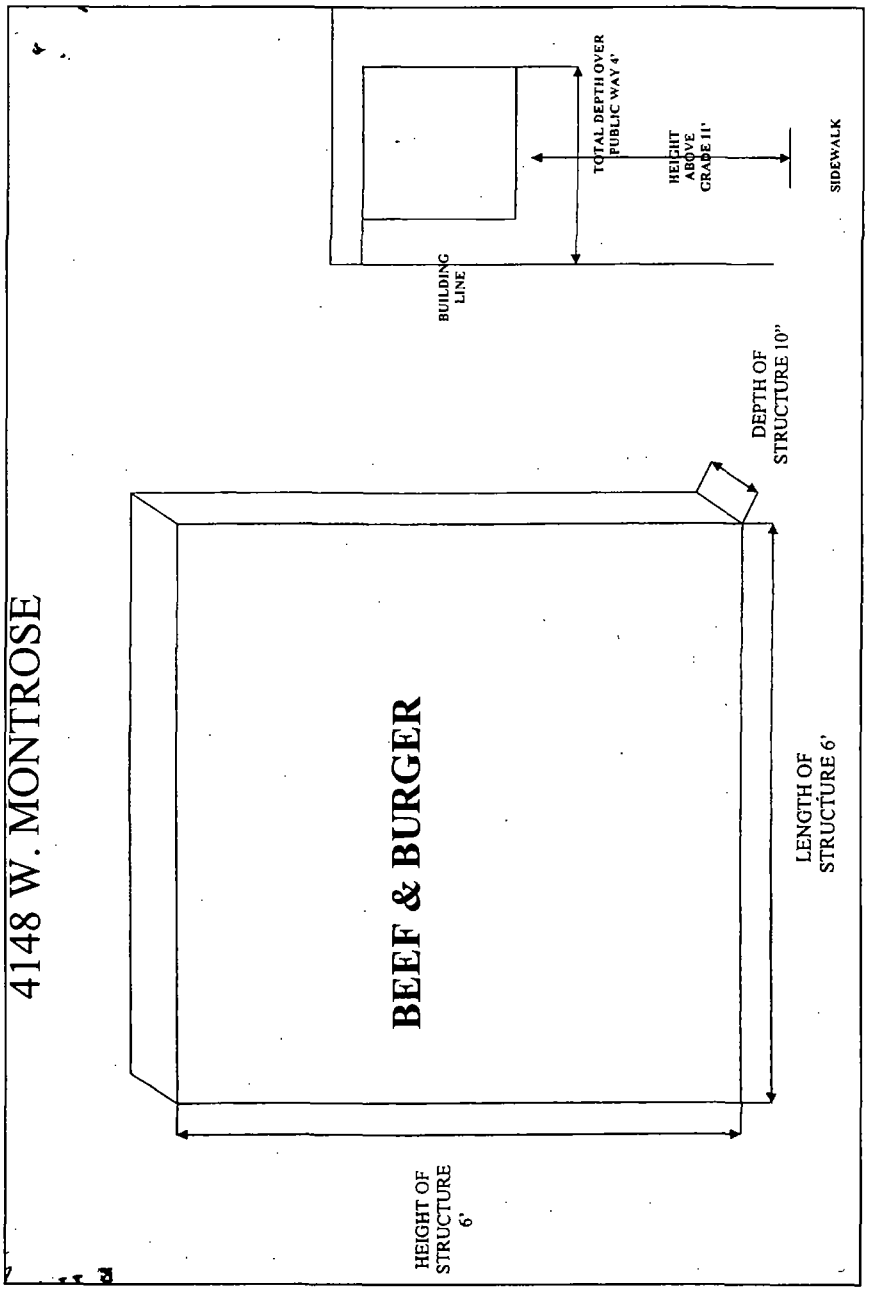
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1063021 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9672 of this *Journal.*]

Ordinance associated with this drawing printed on page 9671 of this *Journal*.



Berns Auto Repairs.

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

SECTION 1. Permission and authority are hereby given and granted to Berns Auto Repairs, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign over the public right-of-way adjacent to its premises known as 1656 North Western Avenue. Said sign shall be six (6) feet in length, three (3) feet in width and twelve (12) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

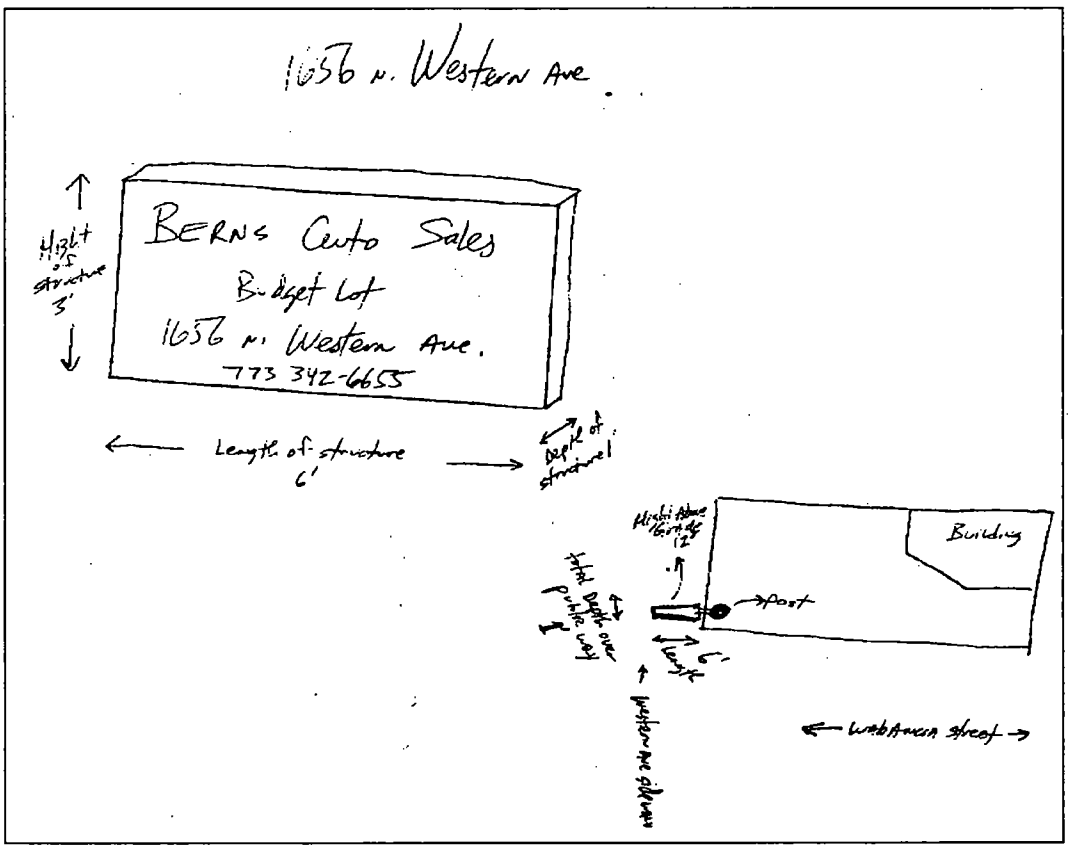
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1062193 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9674 of this *Journal.*]

Ordinance associated with this drawing printed on page 9673 of this *Journal*.



Best Appliances.

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

SECTION 1. Permission and authority are hereby given and granted to Best Appliances, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 5216 West Diversey Avenue. Said sign shall measure six (6) feet in length, four (4) feet in height and seventeen (17) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

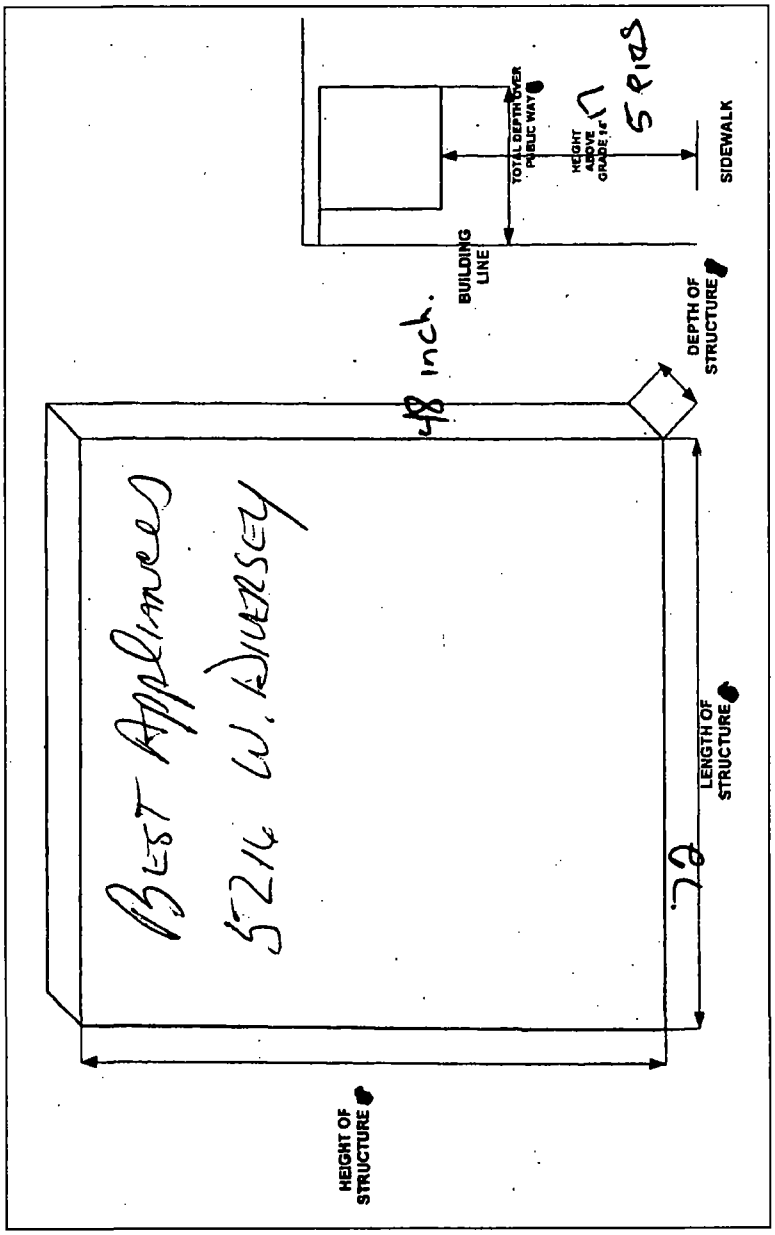
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1064531 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

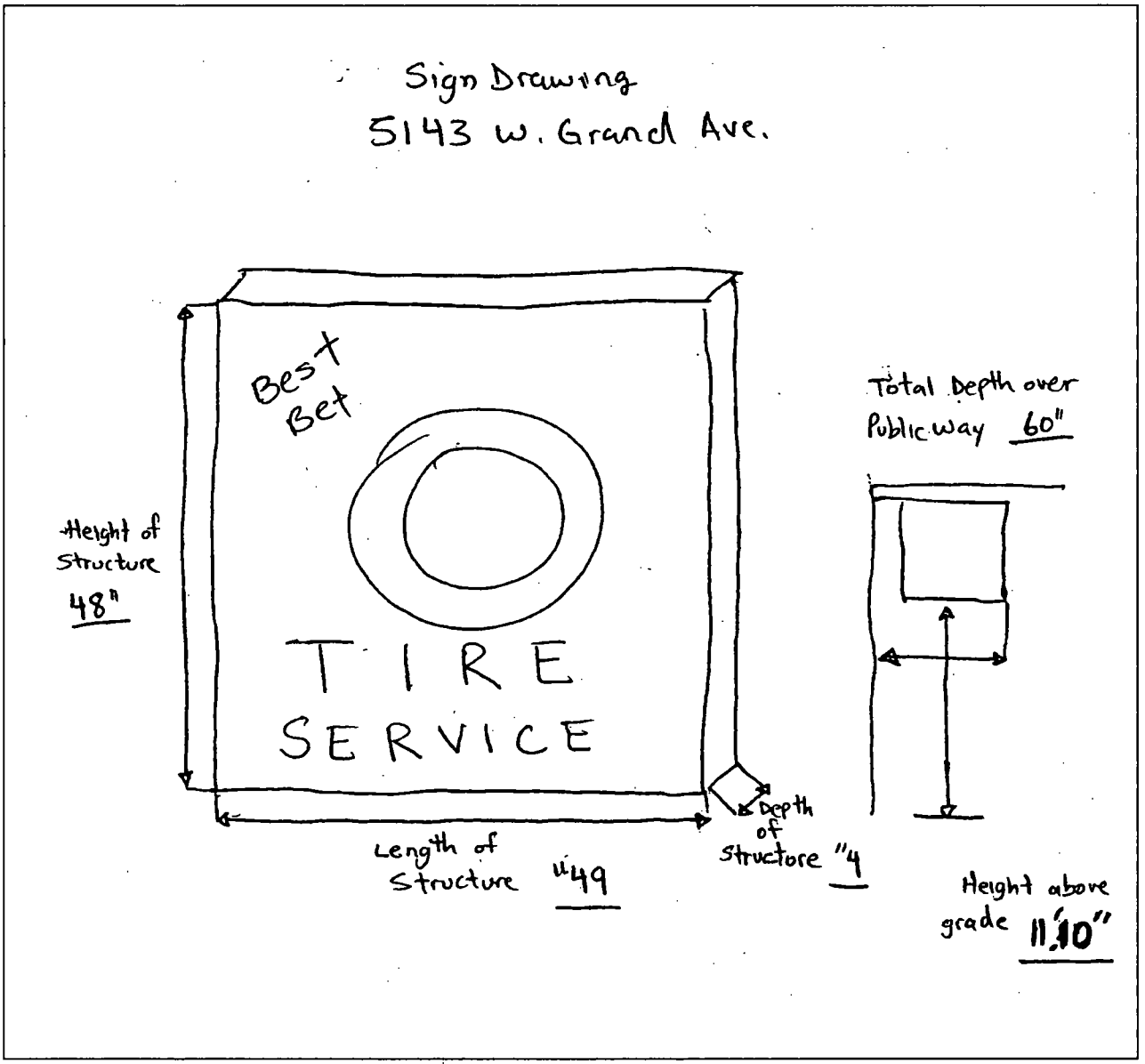
Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9676 of this *Journal.*]

Ordinance associated with this drawing printed on page 9675 of this *Journal*.



Ordinance associated with this drawing printed on page 9677 of this *Journal*.



Best Bet Tire Service Ltd.

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

SECTION 1. Permission and authority are hereby given and granted to Best Bet Tire Service Ltd., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 5143 West Grand Avenue. Said sign shall measure four and eight-hundredths (4.08) feet in length, four (4) feet in height and eleven and eighty-three hundredths (11.83) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1064339 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9678 of this *Journal.*]

Bistro 110.

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

SECTION 1. Permission and authority are hereby given and granted to Bistro 110, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) entrance enclosure on the public right-of-way adjacent to its premises known as 110 East Pearson Street. Said entrance enclosure shall be twelve (12) feet in length and forty-eight (48) feet in width for a total of five hundred seventy-six (576) square feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications and the Department of Planning and Development. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

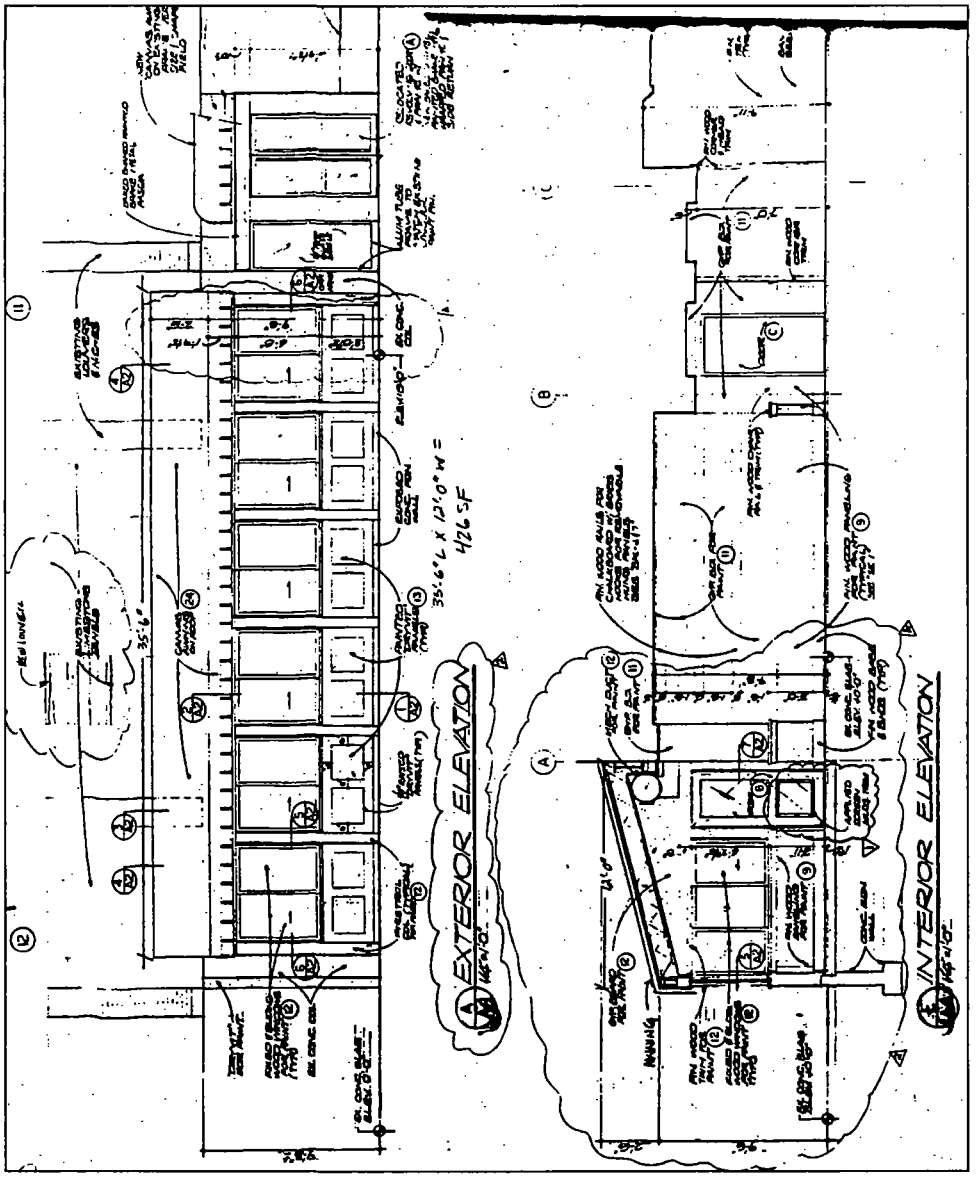
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1061642 herein granted the sum of Eighteen Thousand Ninety-six and no/100 Dollars ($18,096.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after April 1, 2007.

[Drawing referred to in this ordinance printed on page 9680 of this *Journal.*]

Ordinance associated with this drawing printed on page 9679 of this *Journal*.



Brandy's Restaurant.

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

SECTION 1. Permission and authority are hereby given and granted to Brandy's Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) existing illuminated signs projecting over the public right-of-way adjacent to its premises known as 6262 North Harlem Avenue. Said sign structures shall be one (1) at four (4) feet in length and four (4) feet in height and one (1) at six (6) feet in length and six (6) feet in height. Said signs shall be eleven (11) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

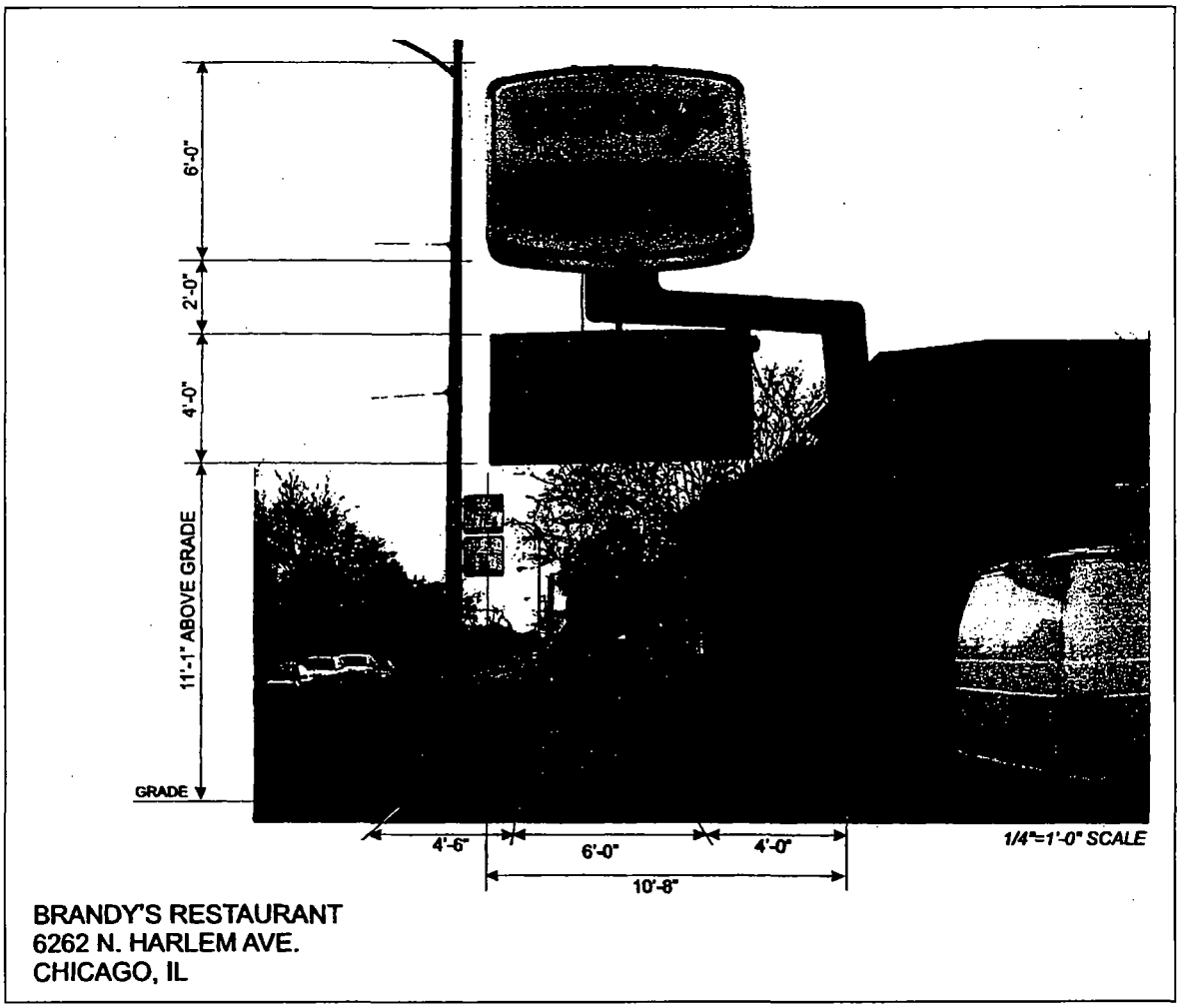
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1062191 herein granted the sum of Six Hundred and no/100 Dollars ($600.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9682 of this *Journal.*]

Ordinance associated with this drawing printed on page 9681 of this *Journal*.



Bryn Mawr Chiropractic Clinic.

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

SECTION 1. Permission and authority are hereby given and granted to Bryn Mawr Chiropractic Clinic, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 3235 West Bryn Mawr Avenue. Said sign structure(s) measures as follows: along West Bryn Mawr Avenue, at six (6) feet in length, four (4) feet in height and thirteen (13) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

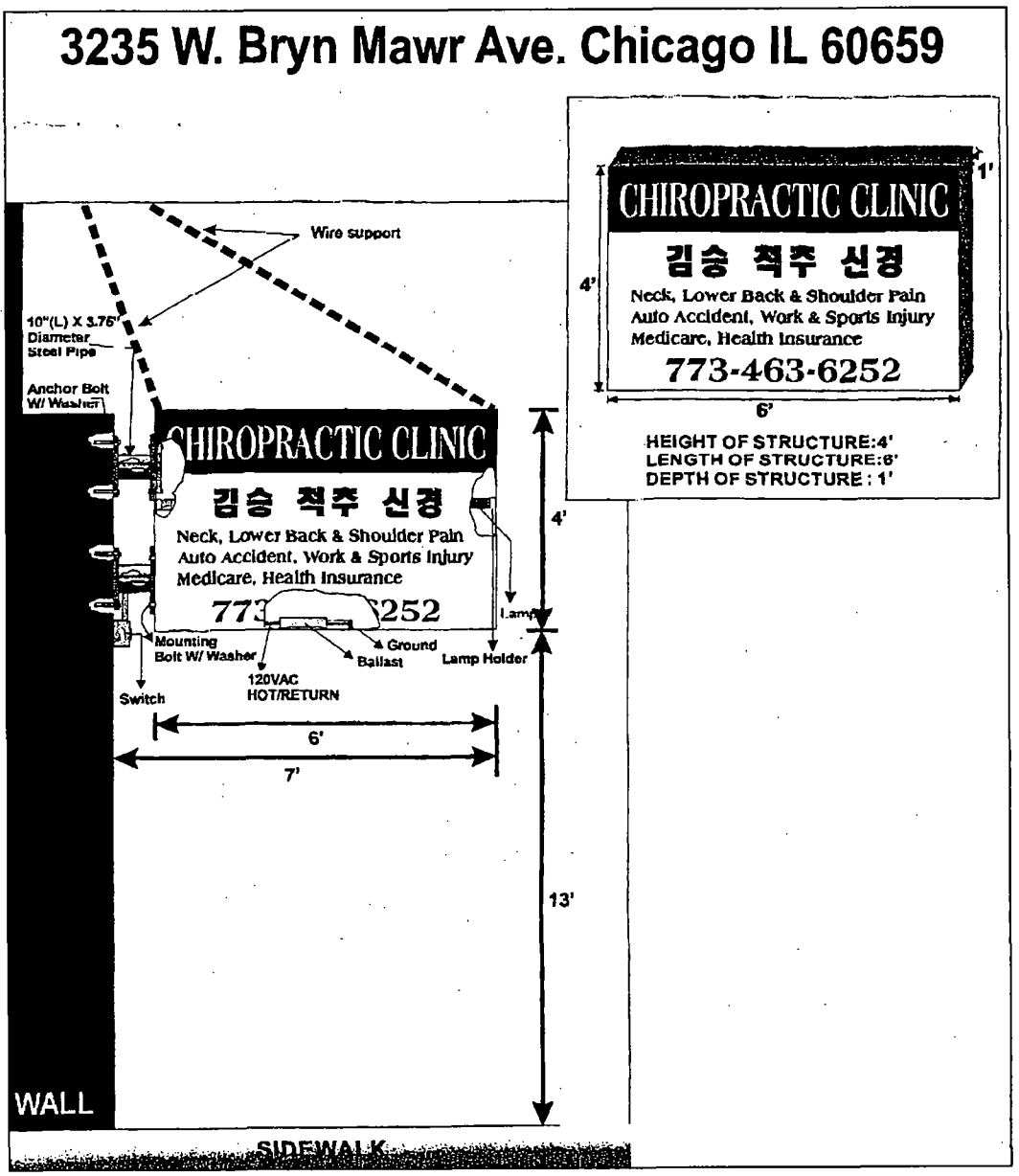
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1067146 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9684 of this *Journal.*]

Ordinance associated with this drawing printed on page 9683 of this *Journal*.



The Boeing Company, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to The Boeing Company, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way adjacent to its premises known as 100 North Riverside Plaza. First sign shall be one and sixty-seven hundredths (1.67) feet in length, ten (10) feet in width and forty-two (42) feet above grade. Second sign shall be ten (10) feet in length, two (2) feet in width and twenty and sixty-seven hundredths (20.67) feet above grade. Signs have been constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

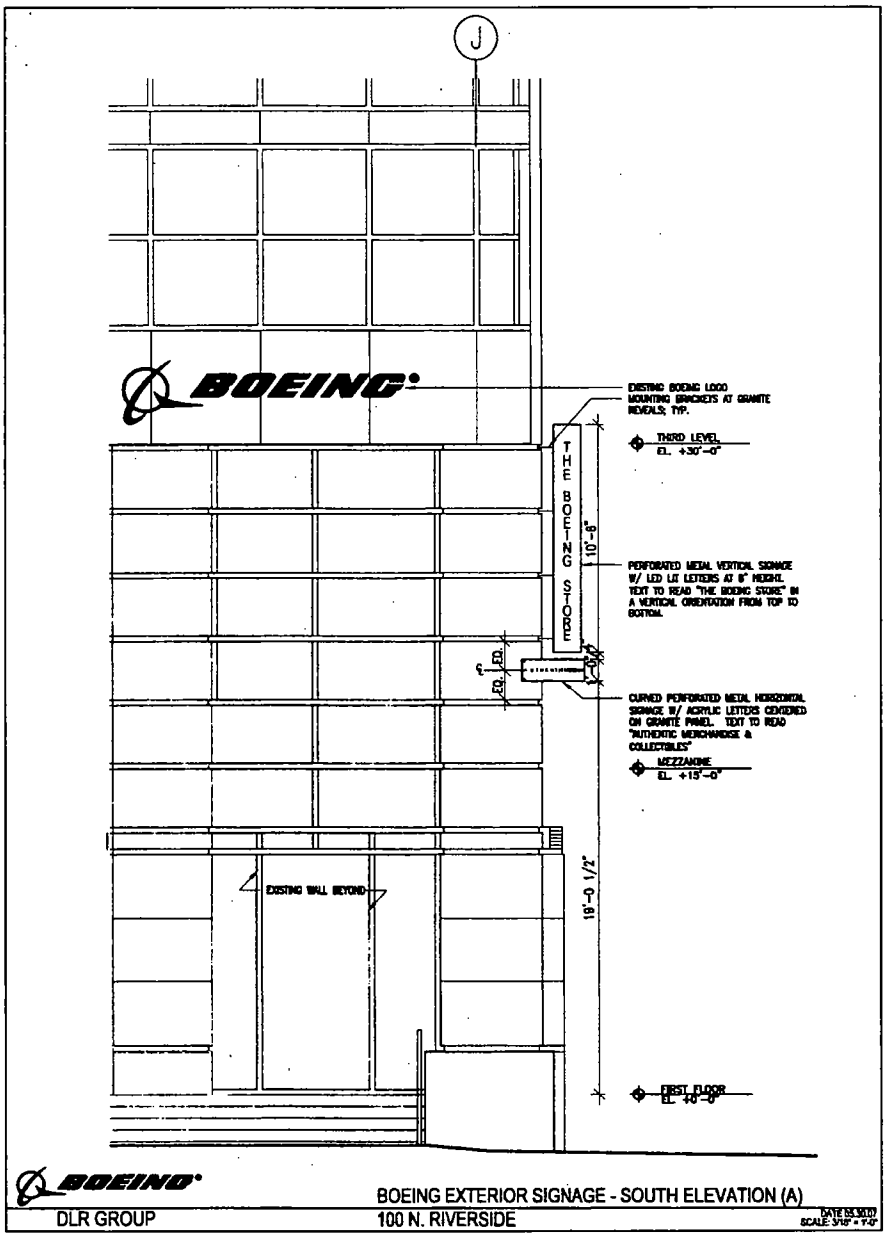
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1065320 herein granted the sum of Six Hundred and no/100 Dollars ($600.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9686 of this *Journal.*]

Ordinance associated with this drawing printed on page 9685 of this *Journal*.



Budacki's Drive-In Hot Dogs.

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

SECTION 1. Permission and authority are hereby given and granted to Budacki's Drive-In Hot Dogs, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 4739 North Damen Avenue. Said sign structure measures as follows: along North Damen Avenue, at eight (8) feet in length, four (4) feet in height and fifteen (15) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

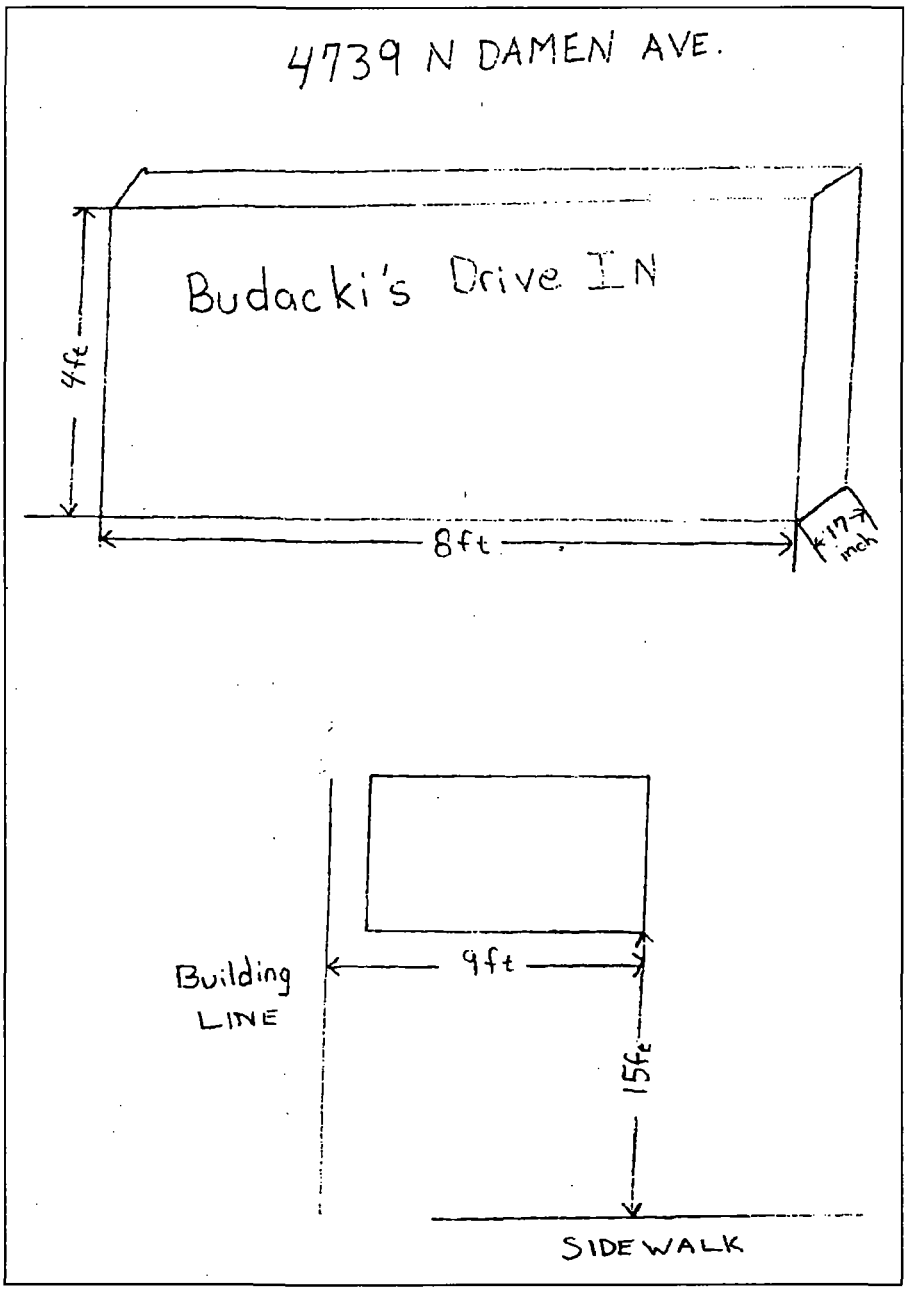
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1062739 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9688 of this *Journal.*]

Ordinance associated with this drawing printed on page 9687 of this *Journal*.



C & J Auto Repair Inc.

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

SECTION 1. Permission and authority are hereby given and granted to C & J Auto Repair Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 707 West 119th Street. Said sign structure measures as follows: along West 119th Street, at eight (8) feet in length, four (4) feet in height and nine and sixty-seven hundredths (9.67) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

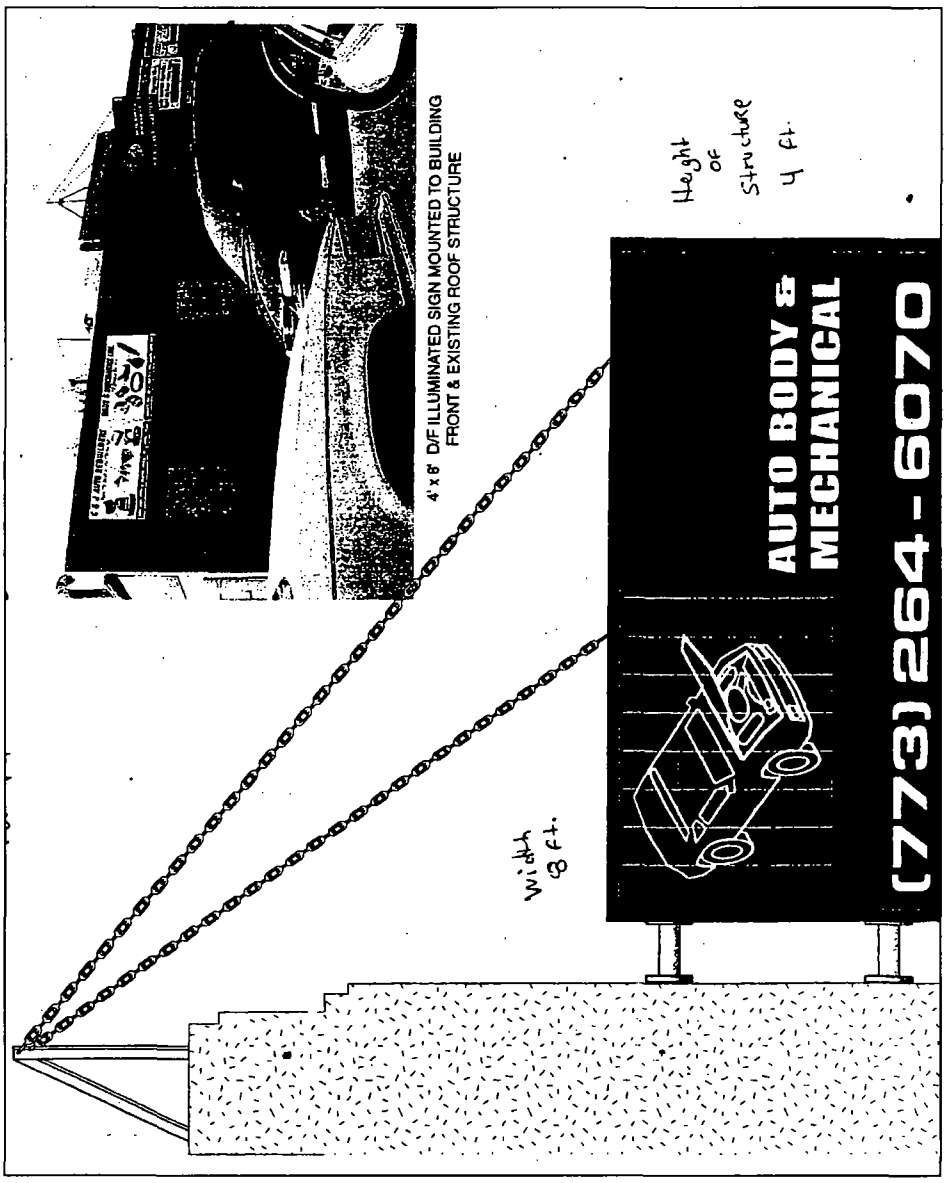
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1063020 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9690 of this *Journal.*]

Ordinance associated with this drawing printed on page 9689 of this *Journal.*



C & L Housewares & Gifts.

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

SECTION 1. Permission and authority are hereby given and granted to C & L Housewares & Gifts, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) existing sign projecting over the public right-of-way adjacent to its premises known as 3419 South Halsted Street. Sign measures twenty-one (21) feet, six (6) inches in length and four (4) feet in height. Said sign projects out over the public way nine (9) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Sign has been constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

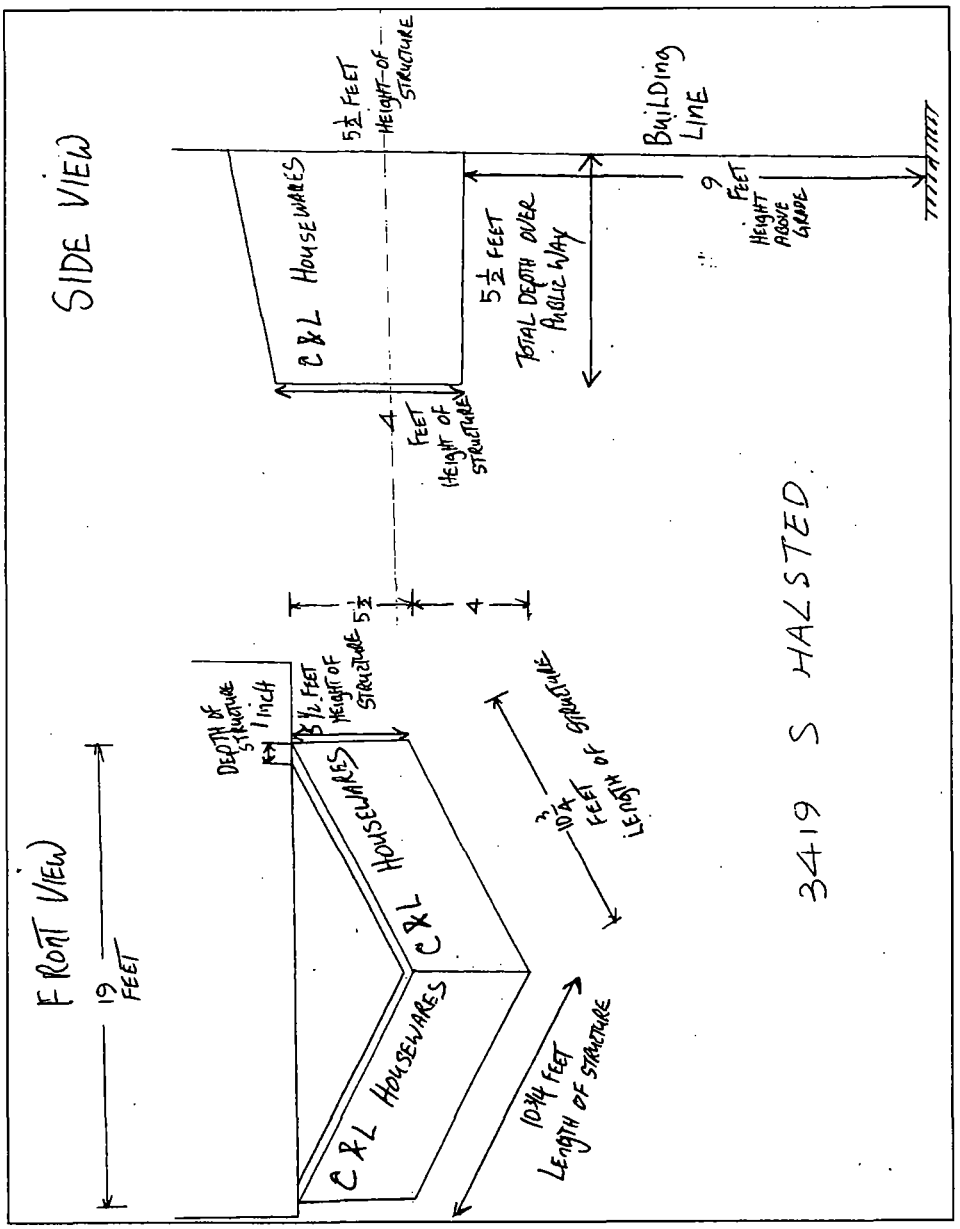
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1058523 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9692 of this *Journal.*]

Ordinance associated with this drawing printed on page 9691 of this *Journal*.



C & P Fresh Flowers.

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

SECTION 1. Permission and authority are hereby given and granted to C & P Fresh Flowers, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 5712 West Belmont Avenue. Said sign shall be six and four-hundredths (6.04) feet in length, three and forty-two hundredths (3.42) feet in width and shall be eleven and fifty-four hundredths (11.54) feet above grade along West Belmont Avenue. Sign has been constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

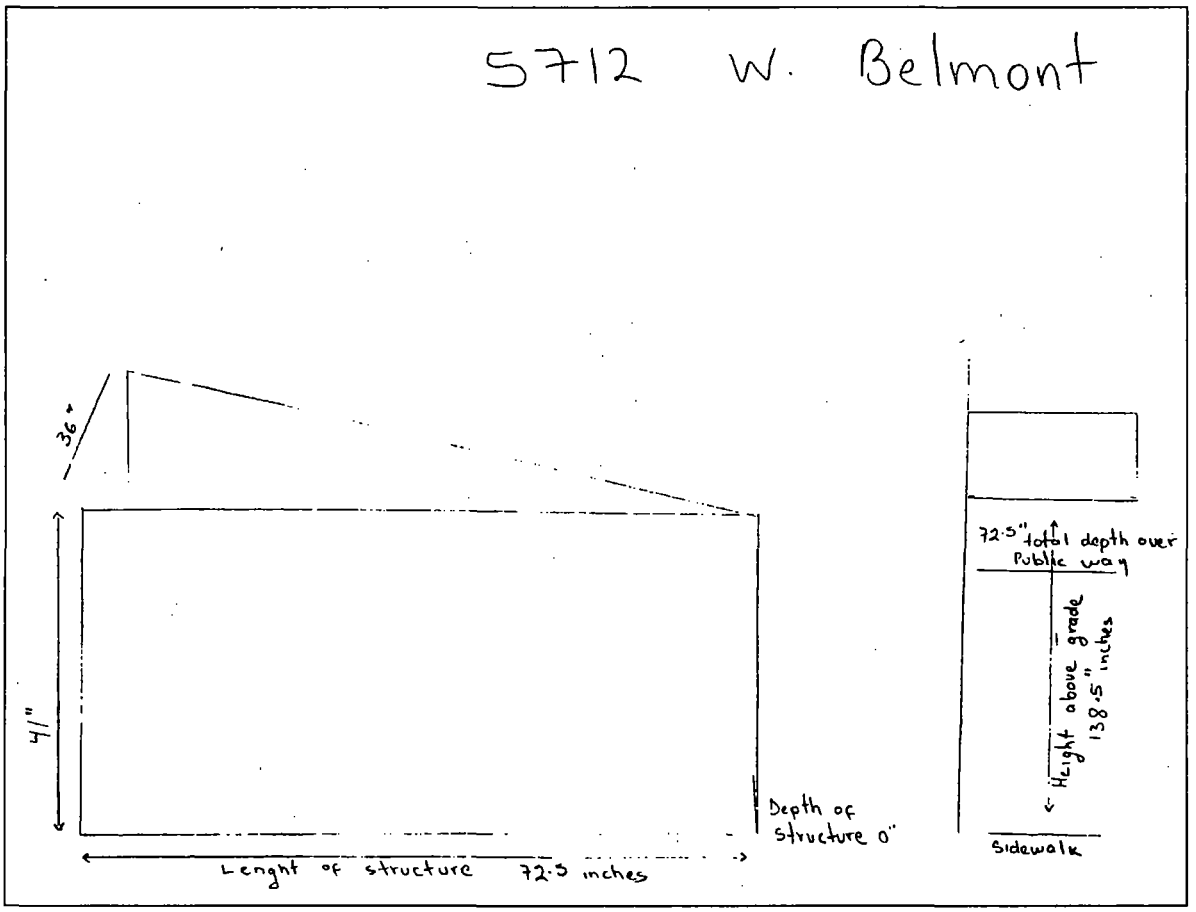
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1063086 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9694 of this *Journal.*]

Ordinance associated with this drawing printed on page 9693 of this *Journal*.



Cabaret Metro.

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

SECTION 1. Permission and authority are hereby given and granted to Cabaret Metro, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) existing vaults under the public right-of-way adjacent to its premises known as 3730 North Clark Street. Said vaults shall be described as follows:

Under and along North Racine Avenue, said existing vault shall measure thirty (30) feet in length and nine (9) feet in width.

Under and along North Clark Street, said existing vault shall measure seventy (70) feet in length and eight (8) feet in width.

The location of said privilege shall be as shown on prints hereto attached, which by reference are hereby incorporated and made a part of this ordinance. Vaults have been constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

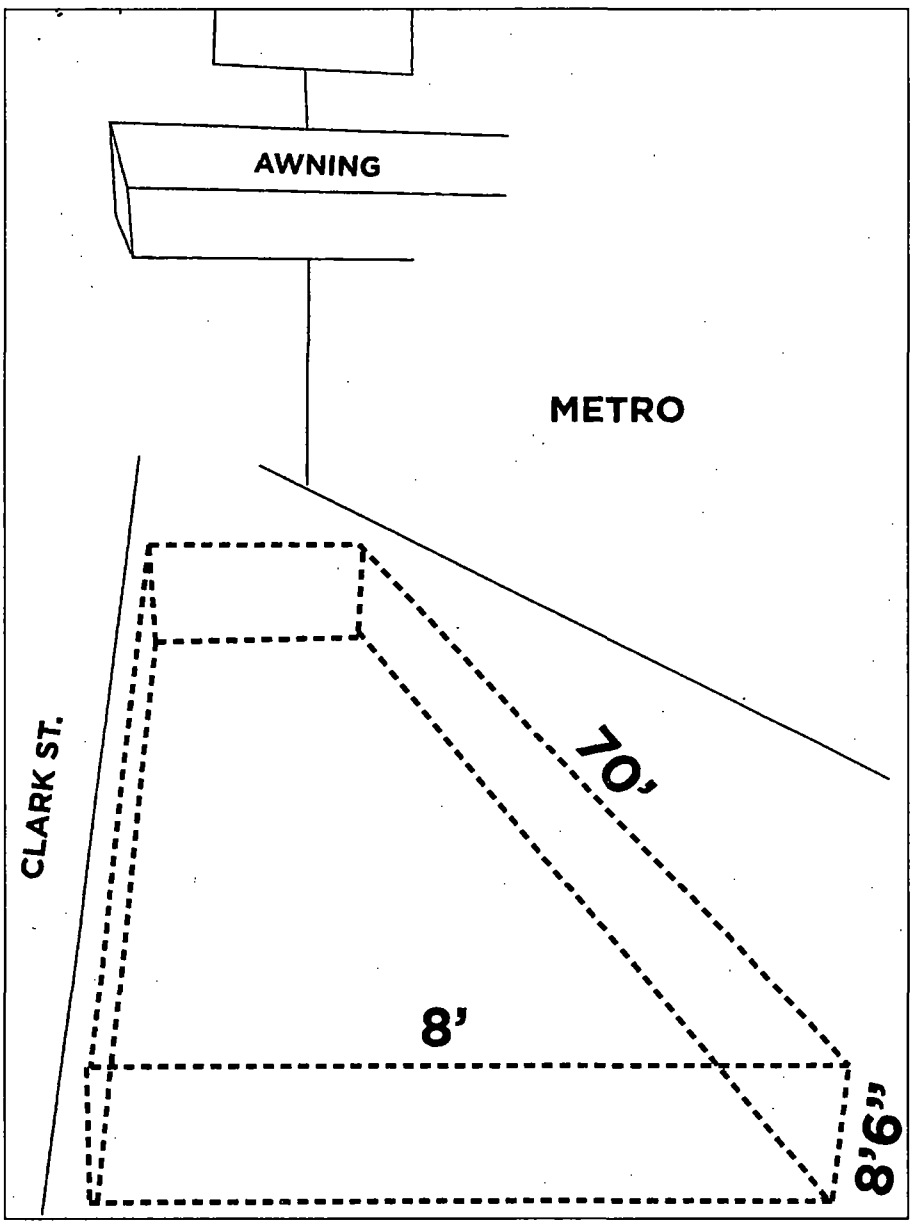
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1063528 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

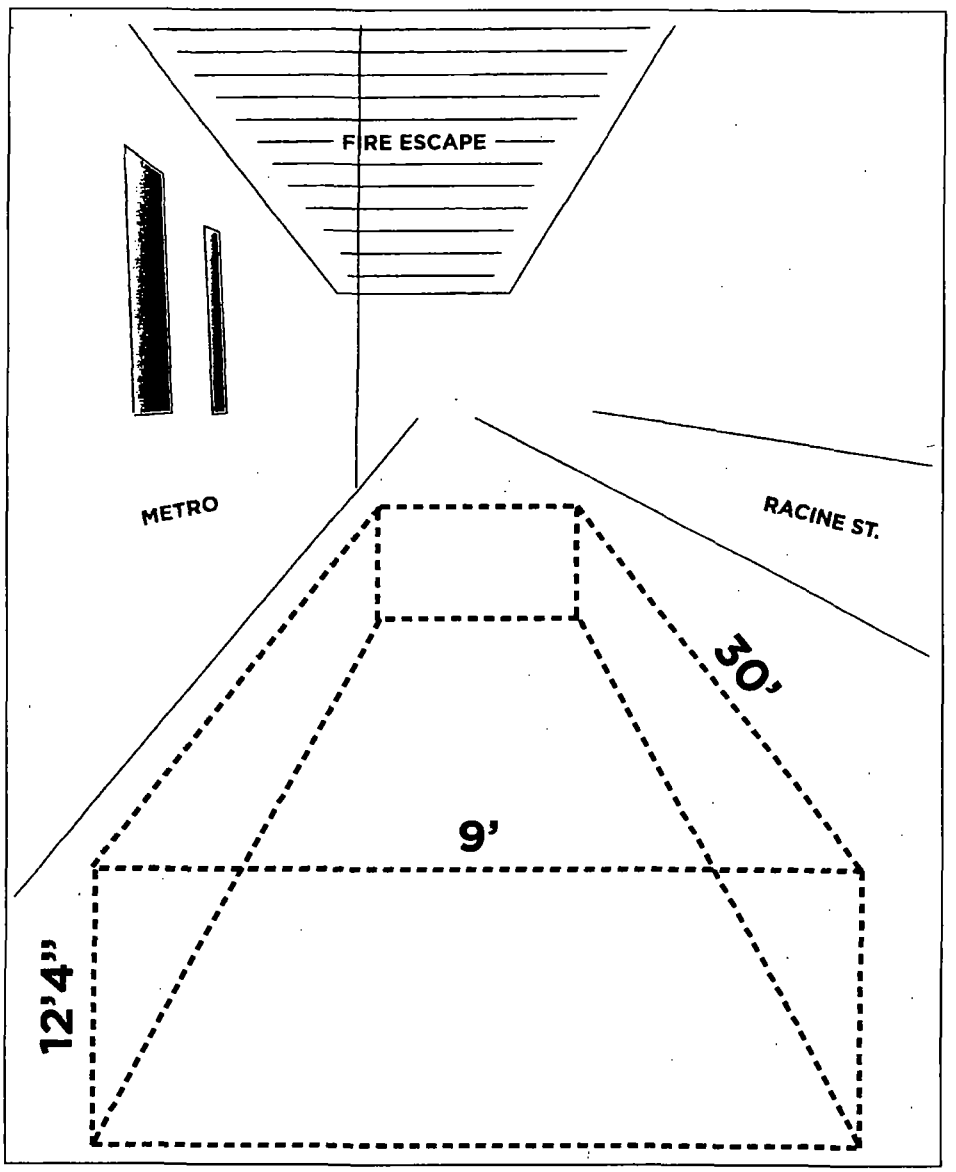
Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawings referred to in this ordinance printed on pages 9696 and 9697 of this *Journal.*]

Ordinance associated with this drawing printed on page 9695 of this *Journal*.



Ordinance associated with this drawing printed on page 9695 of this *Journal.*



Caffe Italia.

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

SECTION 1. Permission and authority are hereby given and granted to Caffe Italia, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) light fixture over the public right-of-way adjacent to its premises known as 2625 North Harlem Avenue. Said light fixture shall be three (3) feet in length, one (1) foot in width and fourteen (14) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications and the Department of Streets and Sanitation.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1062003 herein granted the sum of Seventy-five and no/100 Dollars ($75.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9699 of this *Journal.*]

Ordinance associated with this drawing printed on page 9698 of this *Journal.*

Cans Bar And Canteen.

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

SECTION 1. Permission and authority are hereby given and granted to Cans Bar and Canteen, upon the terms and subject to the conditions of this ordinance, to maintain and use eight (8) light fixtures over the public right-of-way adjacent to its premises known as 1640 North Damen Avenue. Said light fixtures shall be twenty-five hundredths (.25) feet in length and eight (8) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

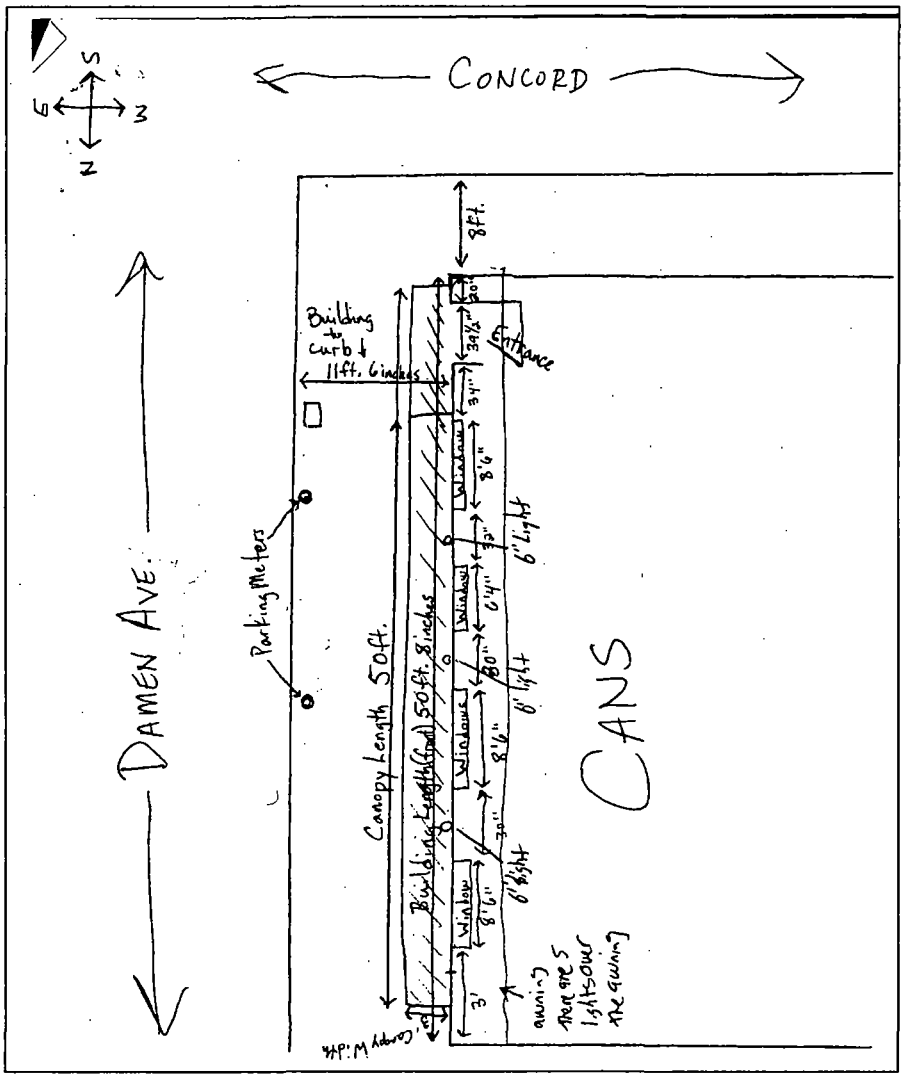
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1061883 herein granted the sum of One Hundred Ten and no/100 Dollars ($110.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9701 of this *Journal.*]

Ordinance associated with this drawing printed on page 9700 of this *Journal*.



Capri Garfield Ridge Beauty.

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

SECTION 1. Permission and authority are hereby given and granted to Capri Garfield Ridge Beauty, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 2653 West 63rd Street. Said sign structure measures as follows: along West 63rd Street, at eight (8) feet in length, three (3) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

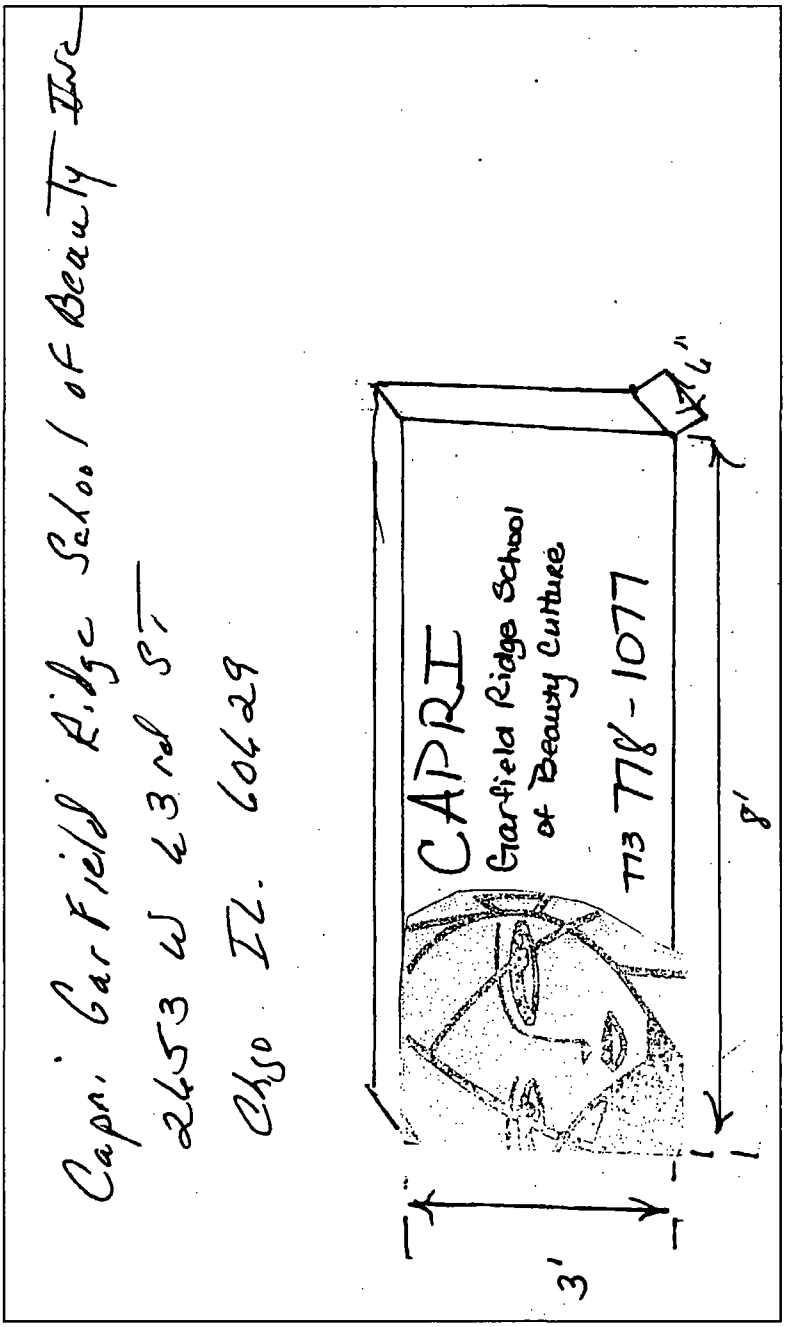
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1066724 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9703 of this *Journal.*]

Ordinance associated with this drawing printed on page 9702 of this *Journal*.



Car Gallary.

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

SECTION 1. Permission and authority are hereby given and granted to Car Gallary, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 5801 South Western Avenue. Said sign structures measure as follows: along South Western Avenue, one (1) at eight (8) feet in length, sixteen (16) feet in height and twelve (12) feet above grade level and one (1) at eight (8) feet in length, ten (10) feet in height and seventeen (17) feet above grade level. The location of said privilege shall be as shown on prints hereto attached, which by reference are hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

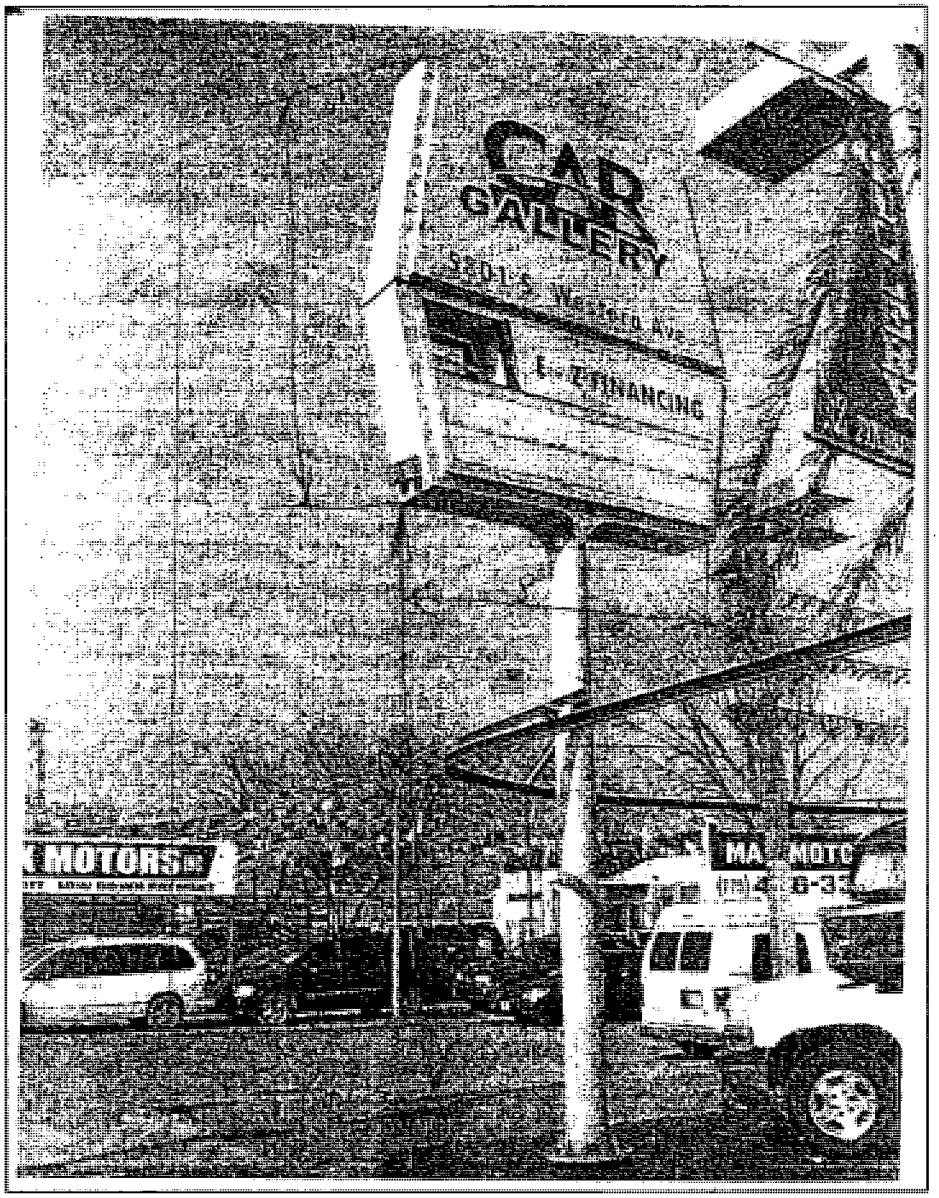
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1065513 herein granted the sum of Six Hundred and no/100 Dollars ($600.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

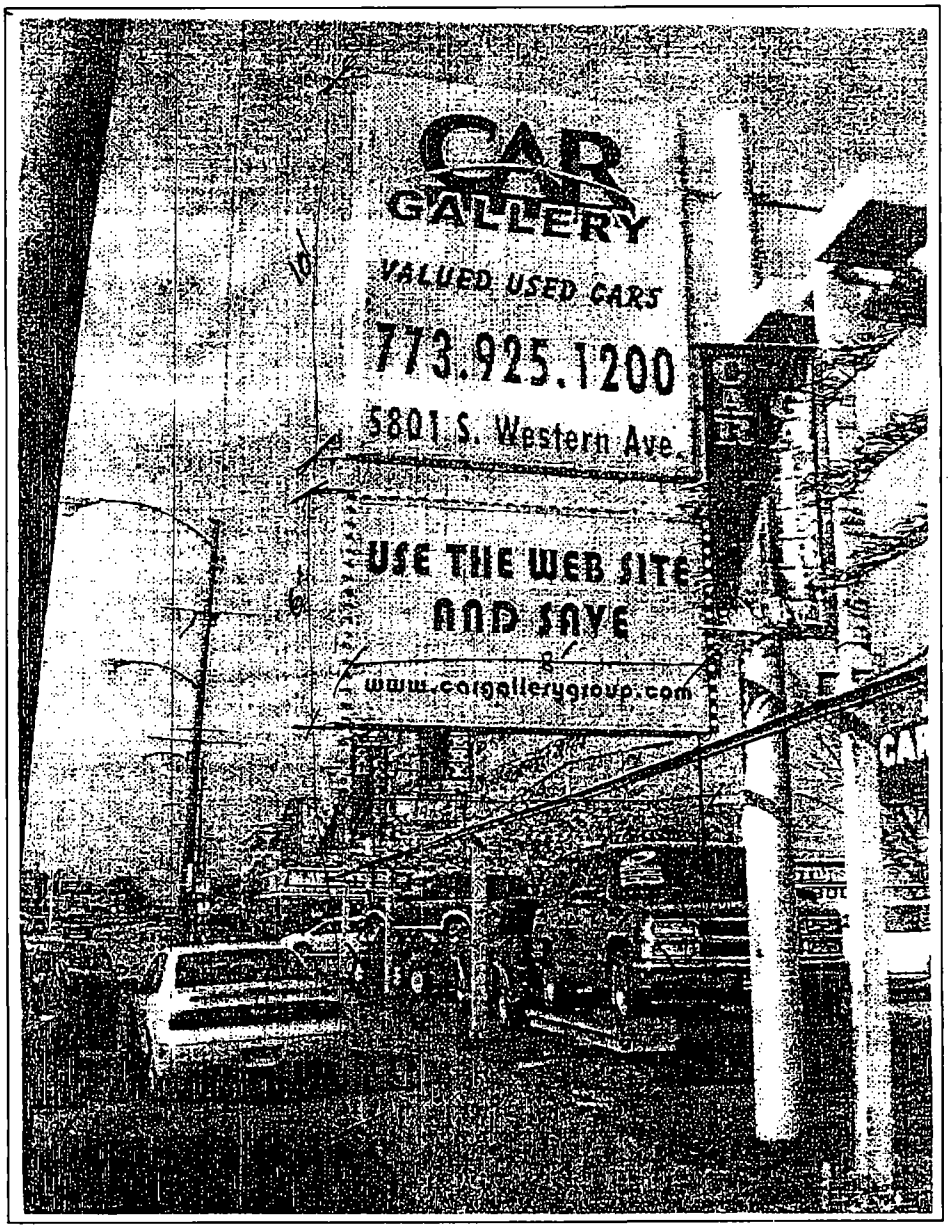
Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawings referred to in this ordinance printed on pages 9705 and 9706 of this *Journal.*]

Ordinance associated with this drawing printed on page 9704 of this *Journal.*



Ordinance associated with this drawing printed on page 9704 of this *Journal*.



Car Outlet Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Car Outlet Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 2625 -- 2629 North Cicero Avenue. Said sign structure measures as follows: along North Cicero Avenue, at nine (9) feet in length, six (6) feet in height and twenty (20) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

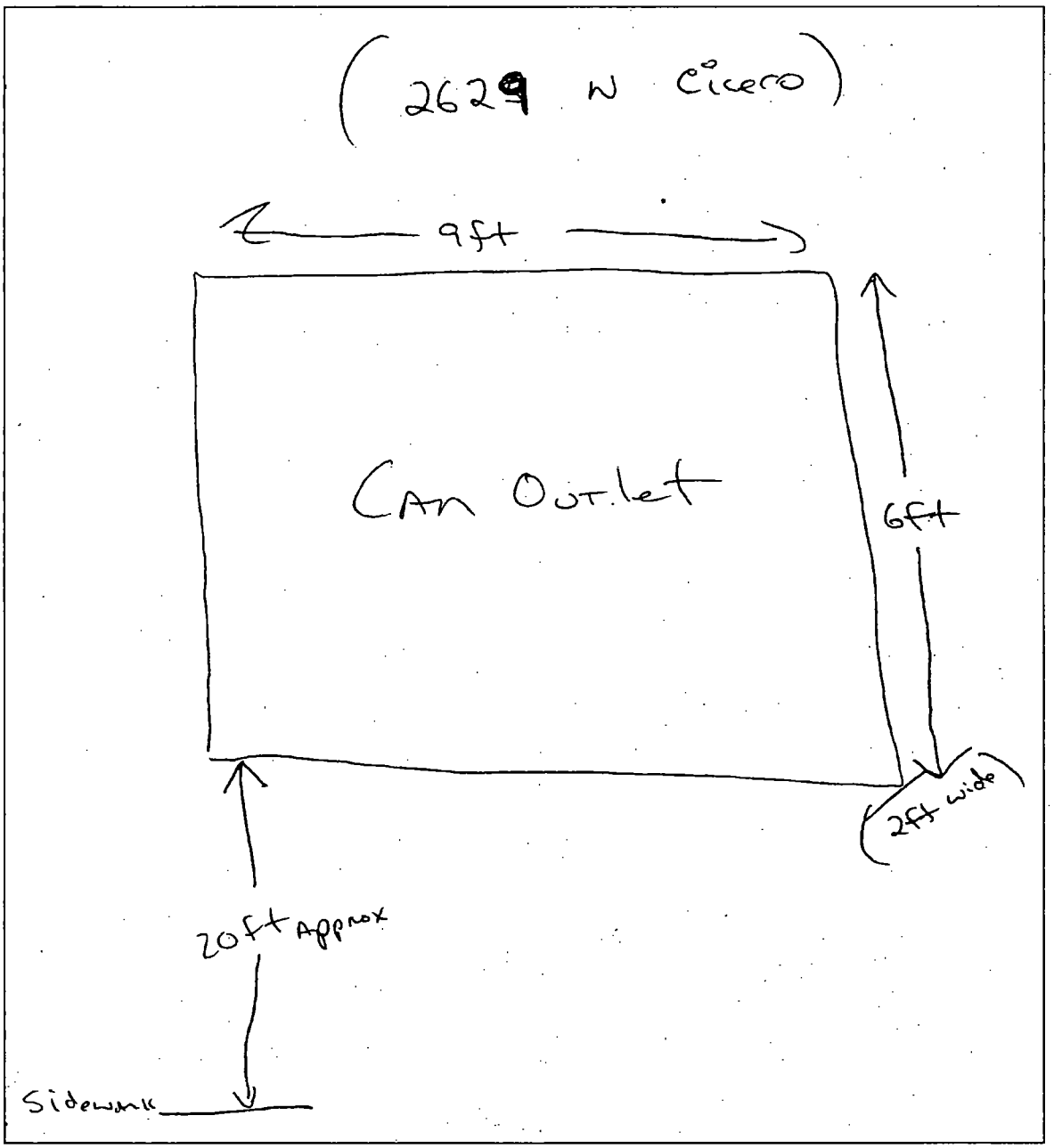
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1063173 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9708 of this *Journal.*]

Ordinance associated with this drawing printed on page 9707 of this *Journal*.



Carniceria Ricardo.

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

SECTION 1. Permission and authority are hereby given and granted to Carniceria Ricardo, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 4419 -- 4429 West Diversey Avenue. Said sign structure measures as follows: along West Diversey Avenue, at eight and ninety-two hundredths (8.92) feet in length, four and sixty-seven hundredths (4.67) feet in height and nine and eighty-three hundredths (9.83) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

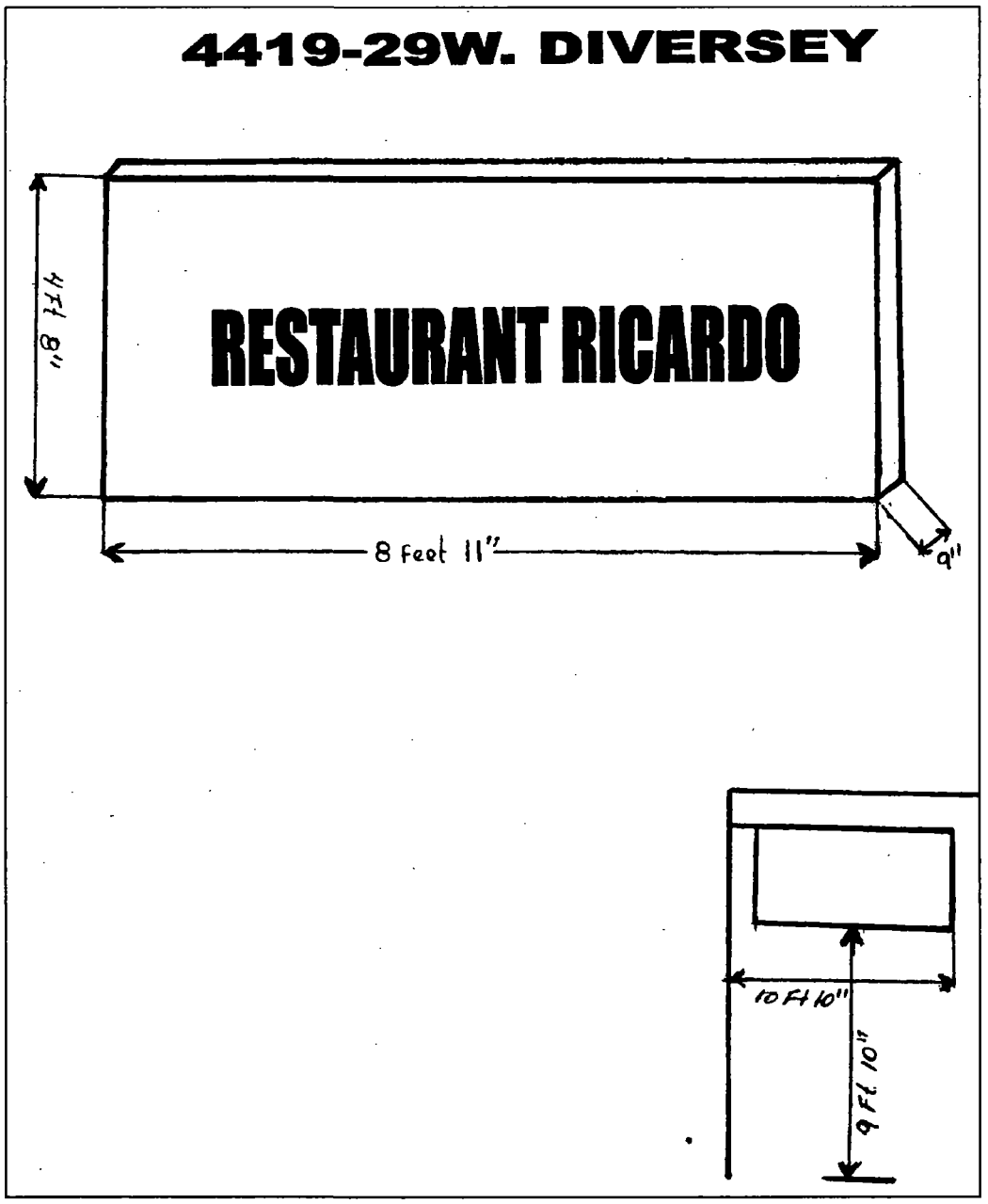
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1065052 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9710 of this *Journal.*]

Ordinance associated with this drawing printed on page 9709 of this *Journal*.



Cash America Jewelry & Loan.

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

SECTION 1. Permission and authority are hereby given and granted to Cash America Jewelry & Loan, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) existing sign projecting over the public right-of-way adjacent to its premises known as 1441 North Milwaukee Avenue. Said sign shall measure six (6) feet in length and four (4) feet in width. Sign shall project out over the public way seventeen (17) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Sign has been constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

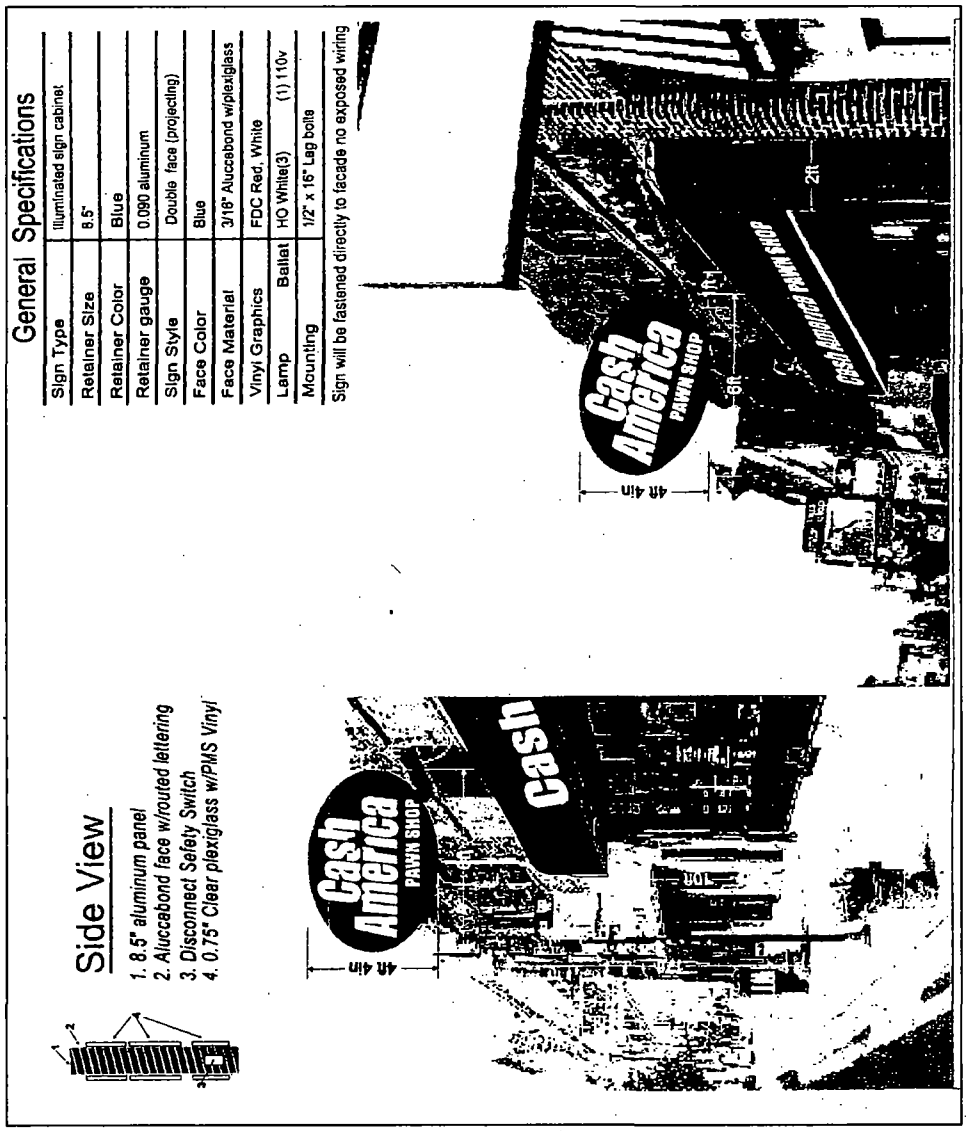
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1063936 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9712 of this *Journal.*]

Ordinance associated with this drawing printed on page 9711 of this *Journal*.



Central Parking System.

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

SECTION 1. Permission and authority are hereby given and granted to Central Parking System, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 15 West Illinois Street. Said sign structure measures as follows: along West Illinois Street, at six and fifty-seven hundredths (6.57) feet in length, five and fifty-seven hundredths (5.57) feet in height and eleven and seventeen-hundredths (11.17) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

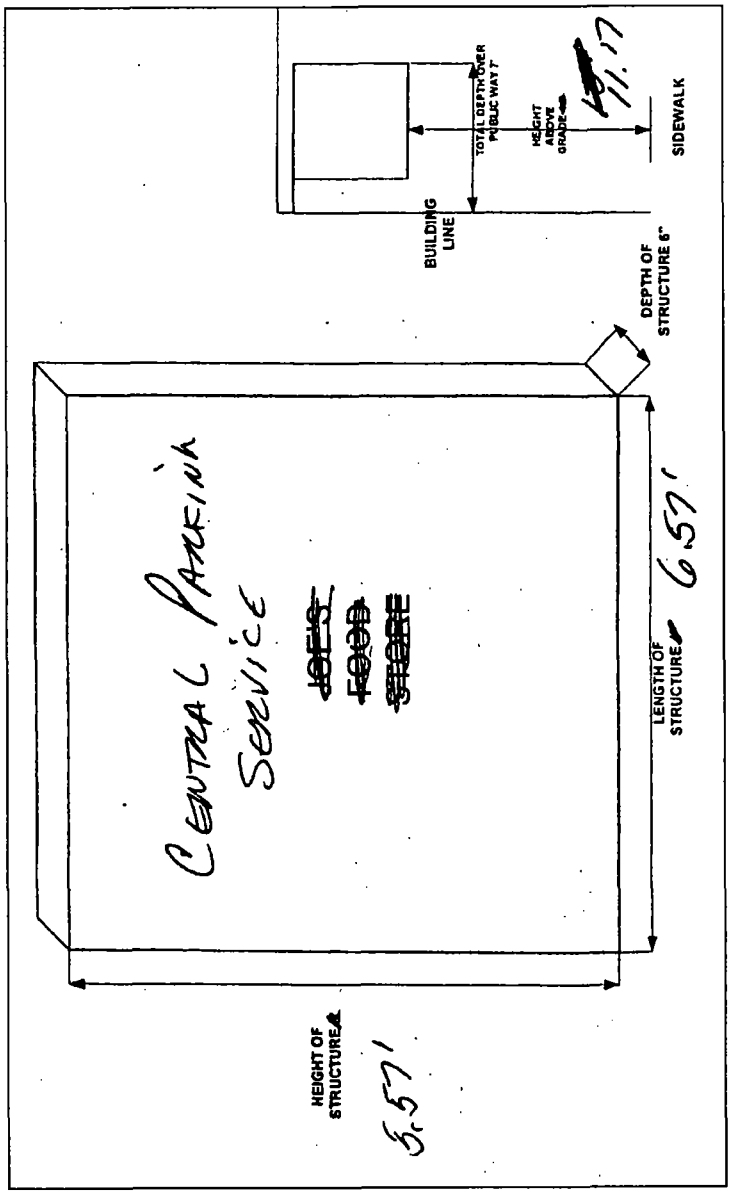
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1063937 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9714 of this *Journal.*]

Ordinance associated with this drawing printed on page 9713 of this *Journal*.



Chef Alfredo Fast Food.

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

SECTION 1. Permission and authority are hereby given and granted to Chef Alfredo Fast Food, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 6658 South Cottage Grove Avenue. Said sign shall measure four (4) feet in length, six (6) feet in height and shall be sixteen (16) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

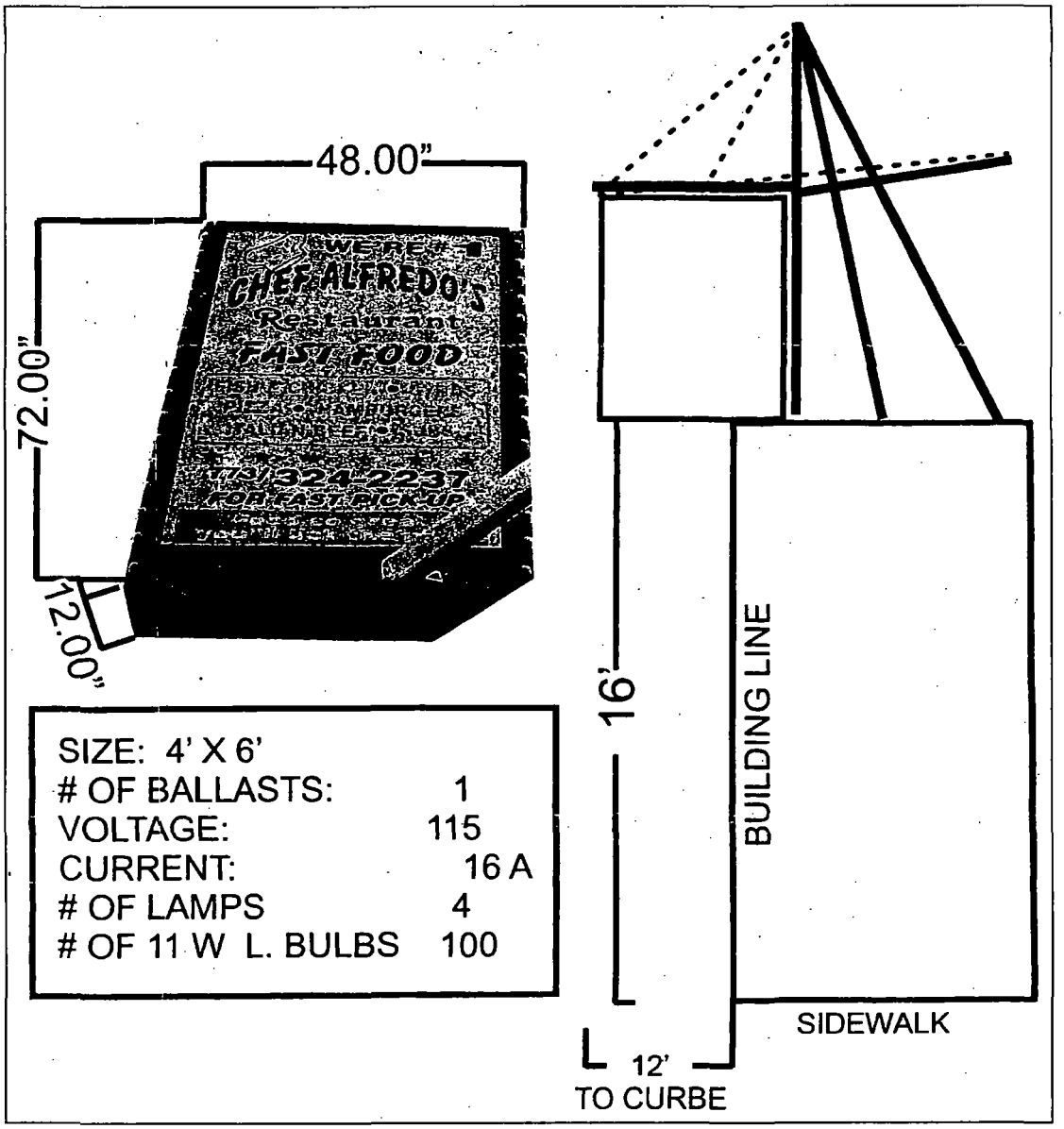
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1062821 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9716 of this *Journal.*]

Ordinance associated with this drawing printed on page 9715 of this *Journal*.



Chicago Allstars.Com Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Allstars.Com Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 5754 North Milwaukee Avenue. Said sign shall be eight and thirty-three hundredths (8.33) feet in length, four (4) feet in width and shall be eleven (11) feet above grade along North Milwaukee Avenue. Sign has been constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communication. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

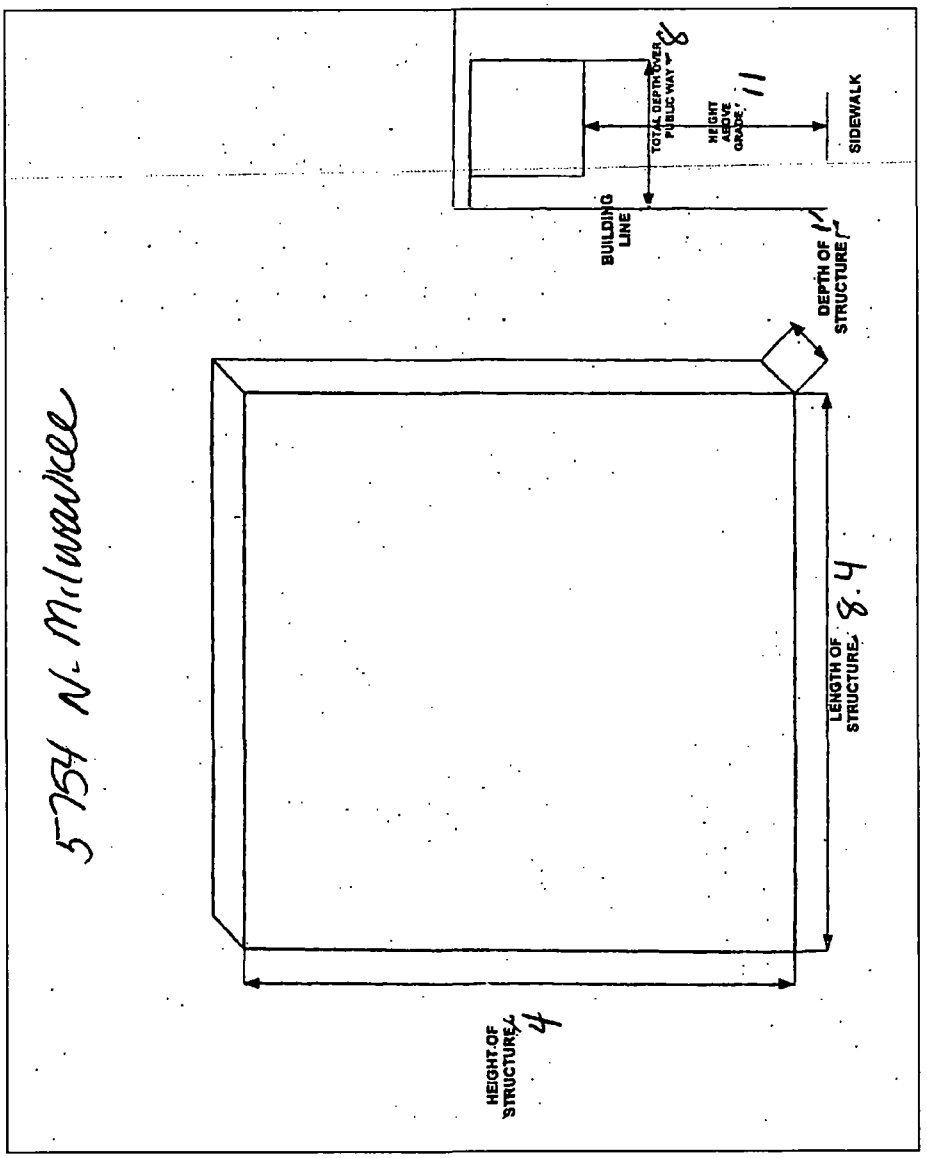
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1064331 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9718 of this *Journal.*]

Ordinance associated with this drawing printed on page 9717 of this *Journal*.



Chicago Antique Center.

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Antique Center, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 3036 North Lincoln Avenue. Said sign shall measure eight (8) feet in length, ten (10) feet in height and shall be seventeen and five-tenths (17.5) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1062434 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9720 of this *Journal.*]

Ordinance associated with this drawing printed on page 9719 of this *Journal.*

Chicago-Ashland Discount Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Chicago-Ashland Discount Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign over the public right-of-way adjacent to its premises known as 1553 West Chicago Avenue. Said sign shall be eight (8) feet in length, eight (8) feet in width and twelve (12) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

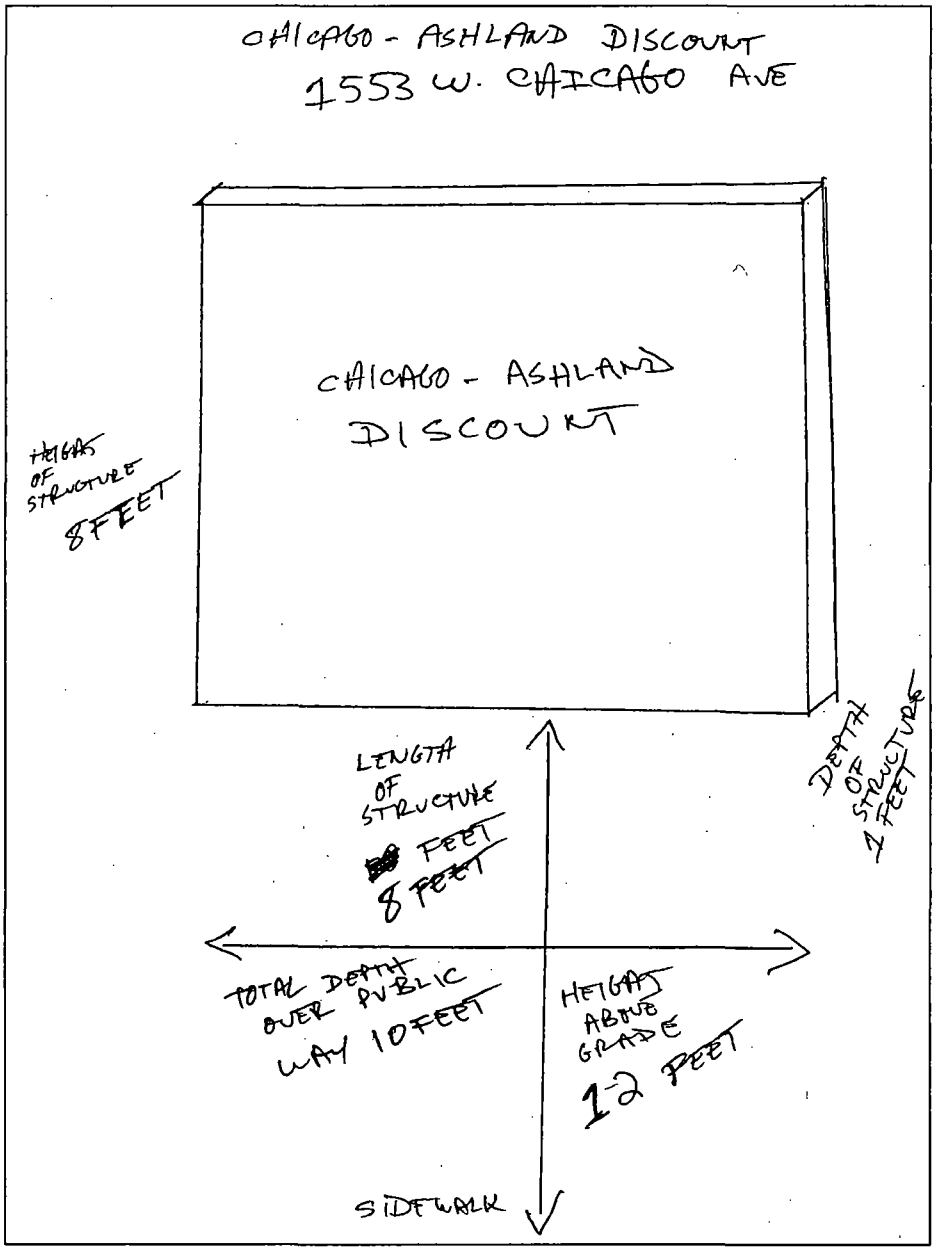
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1062438 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9722 of this *Journal.*]

Ordinance associated with this drawing printed on page 9721 of this *Journal*.



Chicago Coin Co. Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Coin Co. Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 6455 West Archer Avenue. Said sign structure measures as follows: along West Archer Avenue at six and thirty-three hundredths (6.33) feet in length, four (4) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

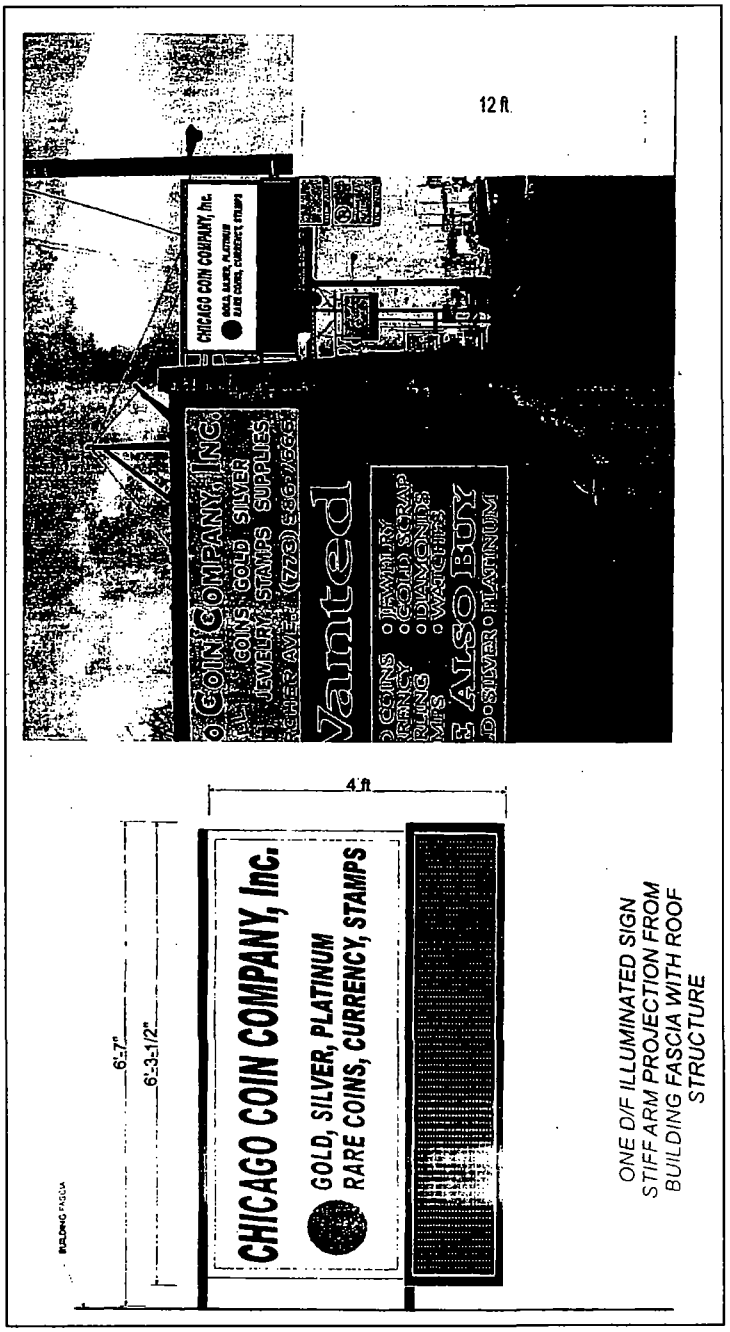
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1066176 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9724 of this *Journal.*]

Ordinance associated with this drawing printed on page 9723 of this *Journal*.



Chicago Kitchen Center Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Kitchen Center Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 4740 West Armitage Avenue. Said sign structures measure as follows: along West Armitage Avenue, two (2) at eight (8) feet in length, seven (7) feet in height and eleven (11) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

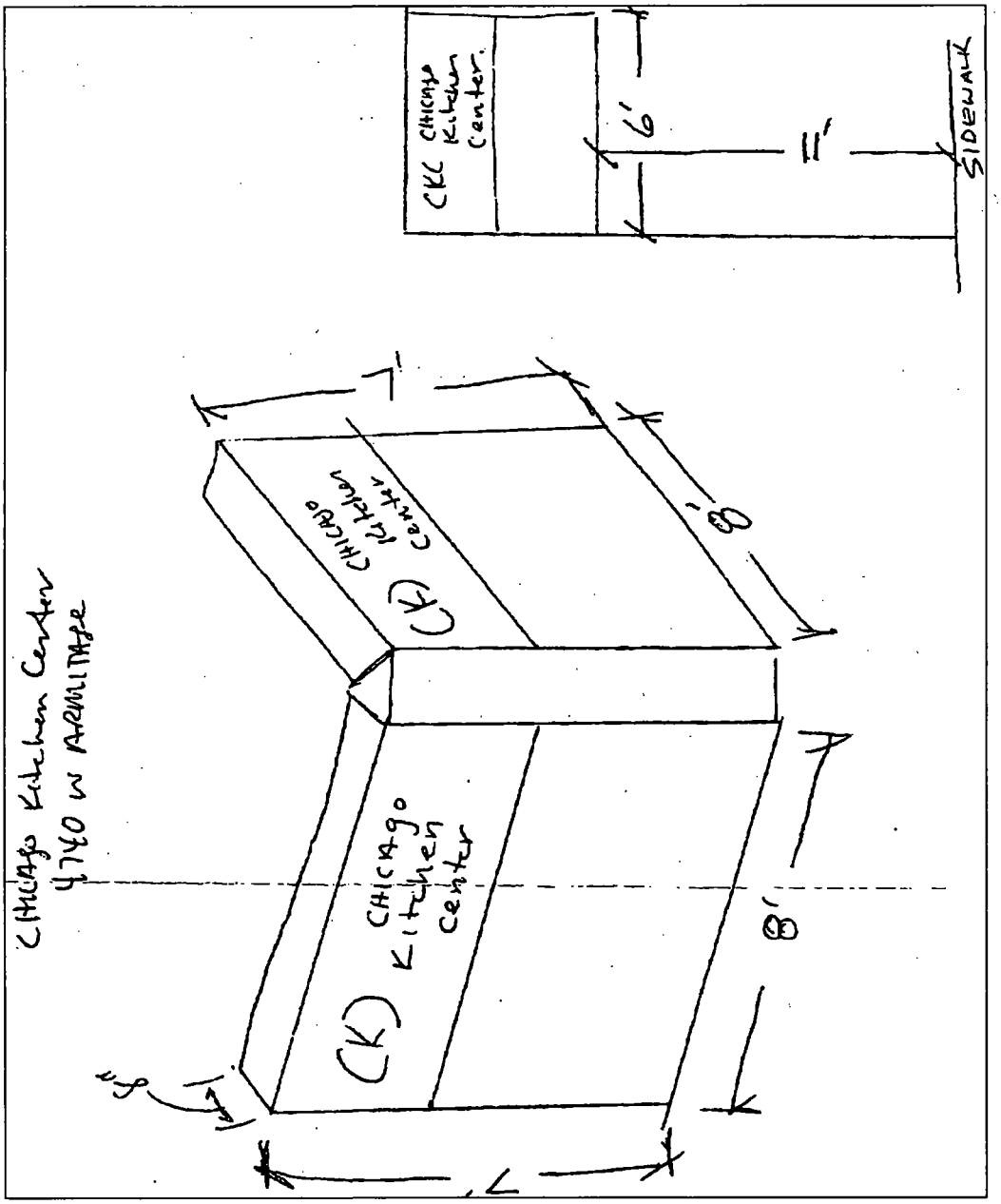
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1064785 herein granted the sum of Six Hundred and no/100 Dollars ($600.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9726 of this *Journal.*]

Ordinance associated with this drawing printed on page 9725 of this *Journal*.



Chicago Sweet Connection Bakery.

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Sweet Connection Bakery, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 5569 North Northwest Highway. Said signs each shall measure eight (8) feet in length, eight and five-tenths (8.5) feet in height and shall be nine (9) feet above grade level. One (1) sign shall be located along North Northwest Highway and one (1) sign shall be located along West Bryn Mawr Avenue. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

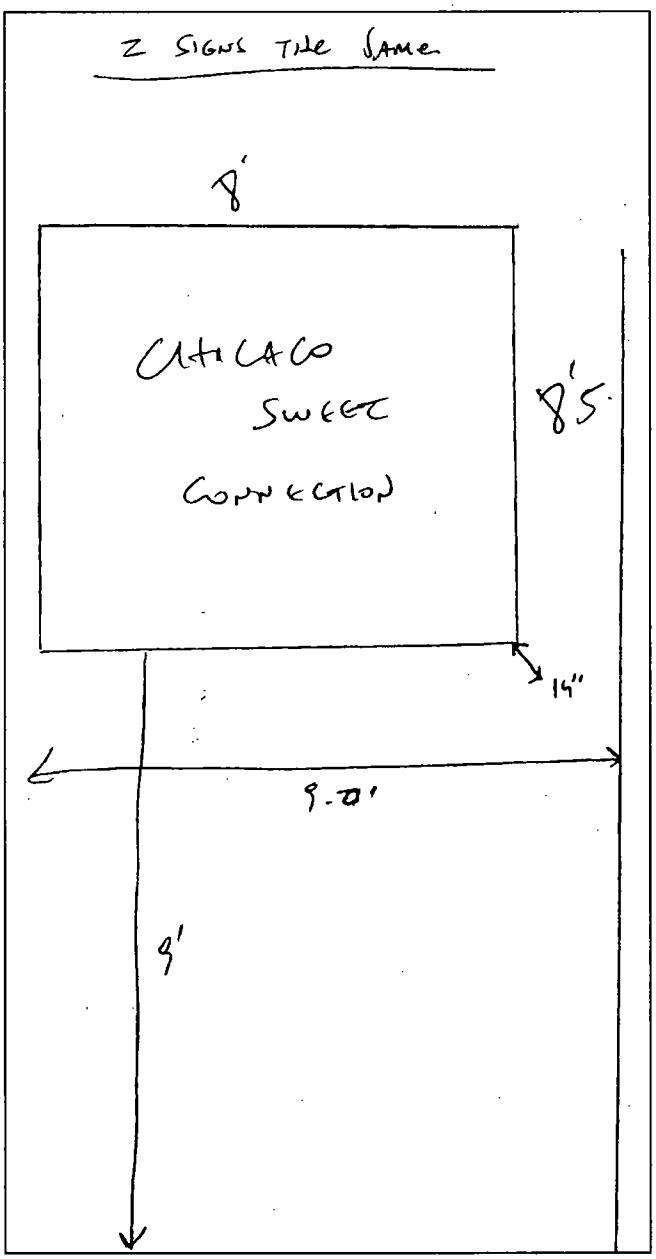
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1062196 herein granted the sum of Six Hundred and no/100 Dollars ($600.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9728 of this *Journal.*]

Ordinance associated with this drawing printed on page 9727 of this *Journal*.



Chii Clothing.

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

SECTION 1. Permission and authority are hereby given and granted to Chii Clothing, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1632 West Division Street. Said sign shall measure eight and ninety-two hundredths (8.92) feet in length, three (3) feet in height and shall be eleven and twenty-five hundredths (11.25) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

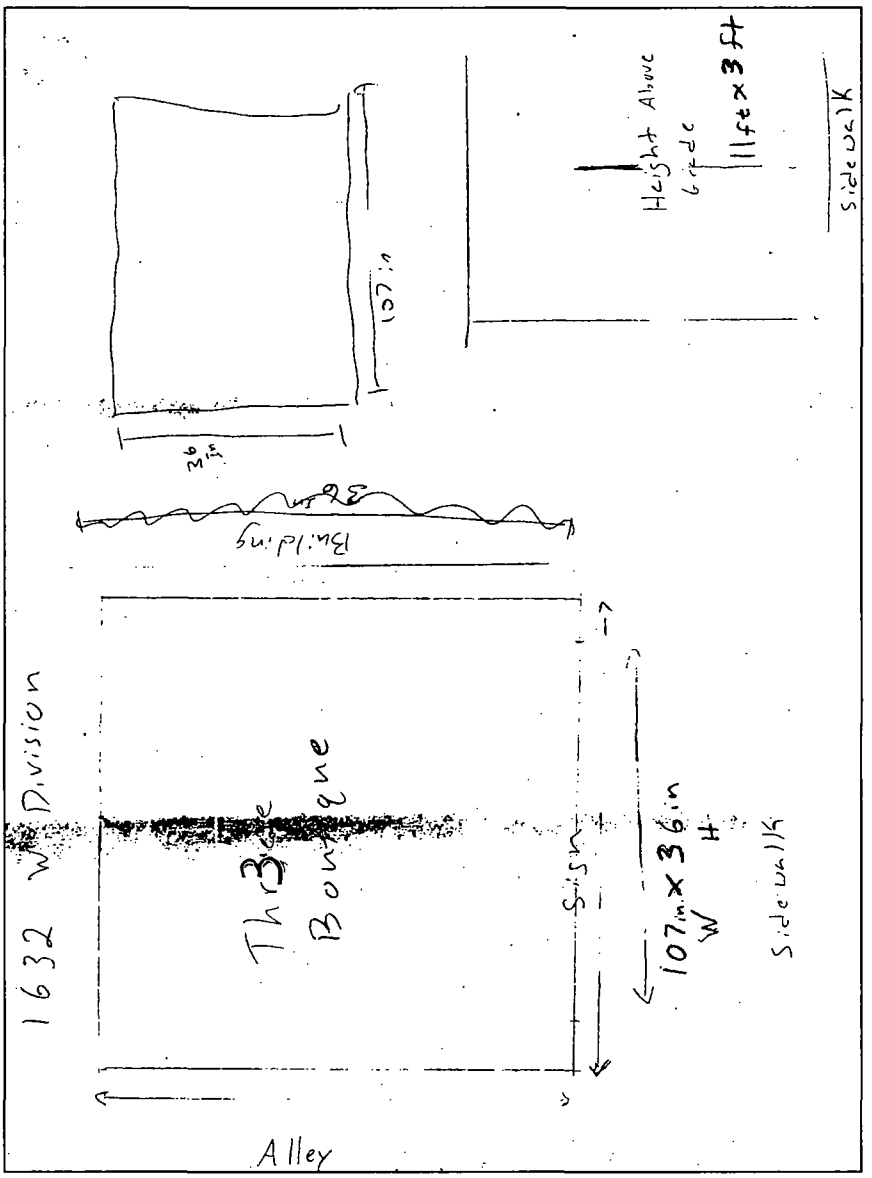
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1062493 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9730 of this *Journal.*]

Ordinance associated with this drawing printed on page 9729 of this *Journal*.



Chinatown.

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

SECTION 1. Permission and authority are hereby given and granted to Chinatown, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 7254 West Touhy Avenue. Said sign shall measure eight (8) feet in length, six (6) feet in height and shall be fifteen (15) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

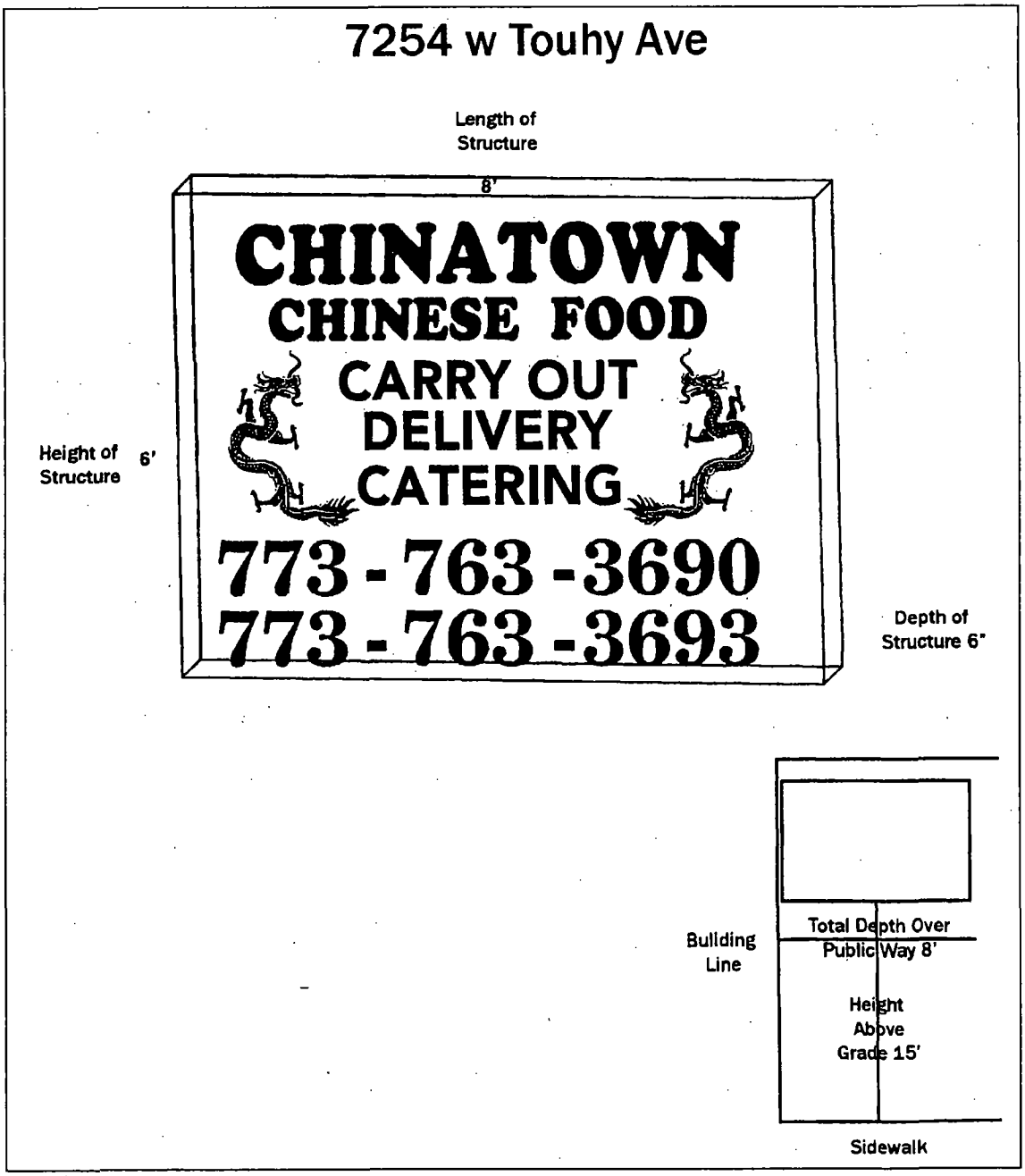
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1065780 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9732 of this *Journal.*]

Ordinance associated with this drawing printed on page 9731 of this *Journal*.



Chisme Express Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Chisme Express Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 5955 South Pulaski Road. Said sign shall measure six (6) feet in length, eight and five-tenths (8.5) feet in height and shall be ten (10) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

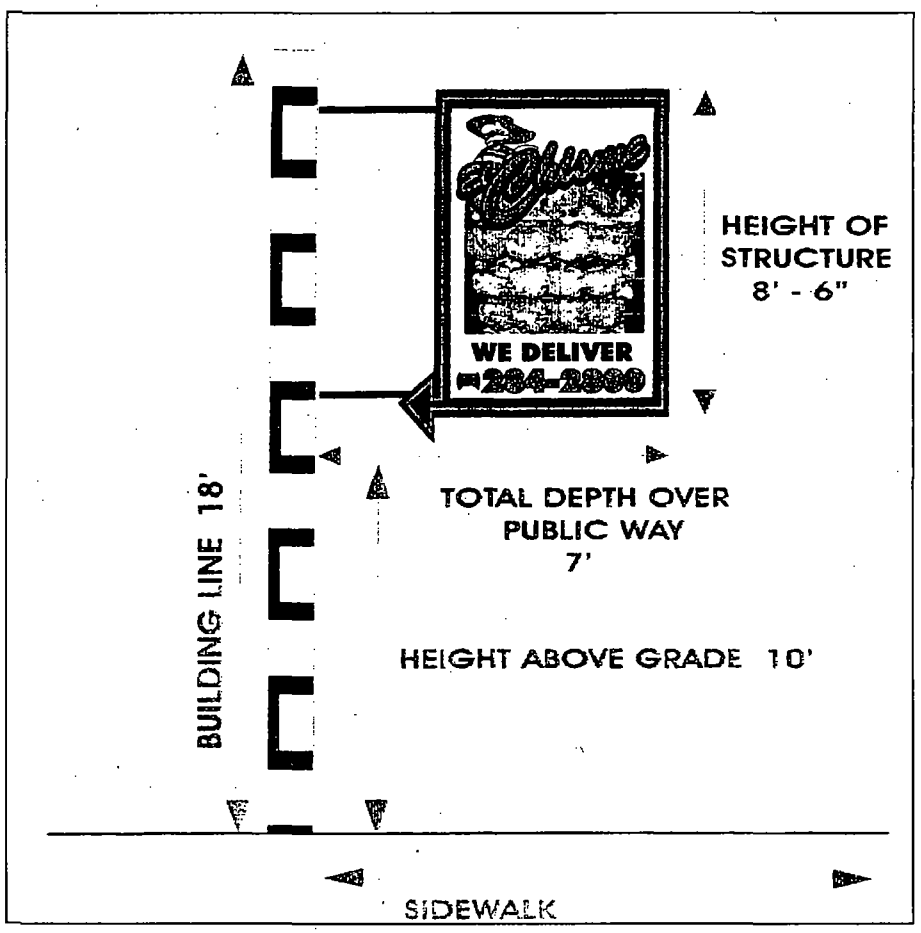
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1065048 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9734 of this *Journal.*]

Ordinance associated with this drawing printed on page 9733 of this *Journal*.



Chopin Theatre Coffee & Tea.

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

SECTION 1. Permission and authority are hereby given and granted to Chopin Theatre Coffee & Tea, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) existing vault under the public right-of-way adjacent to its premises known as 1541 -- 1543 West Division Street. Said existing vault shall measure fifty (50) feet in length and five (5) feet in width. Existing vault is located under and along West Division Street. Vaulted area shall be used for gas meters, water mater, storm sewer system and sewer lines storage. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Vault has been constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

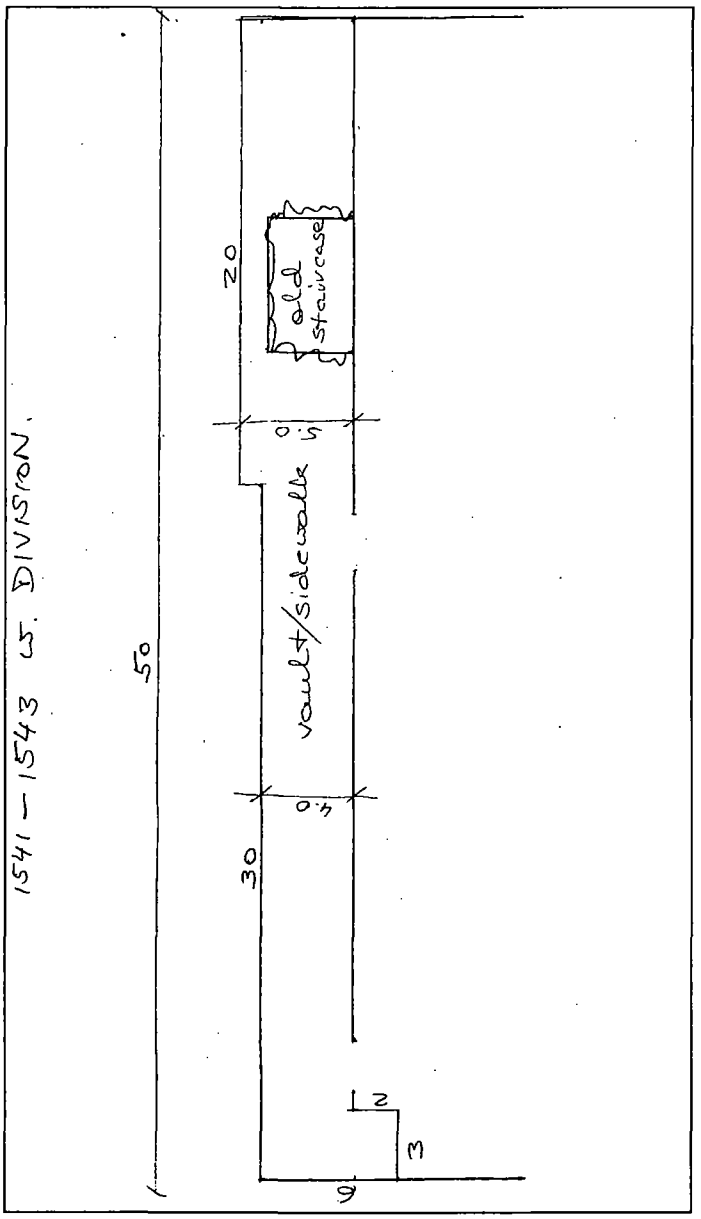
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1064672 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9736 of this *Journal.*]

Ordinance associated with this drawing printed on page 9735 of this *Journal*.



City Wide Transmission Inc.

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

SECTION 1. Permission and authority are hereby given and granted to City Wide Transmissions Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) existing sign projecting over the public right-of-way adjacent to its premises known as 3631 South Halsted Street. Existing sign shall measure five (5) feet in length, seven (7) feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Sign has been constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

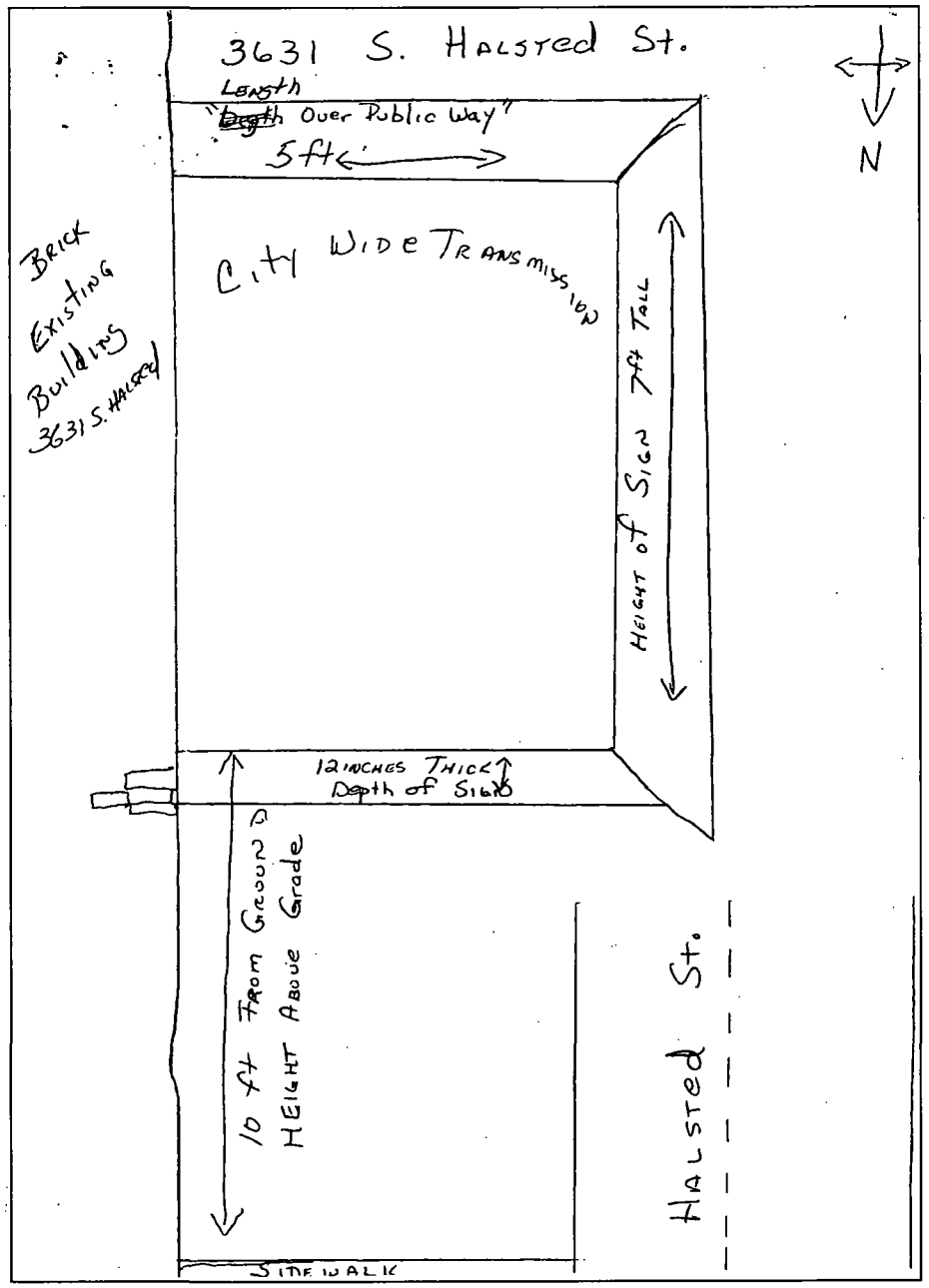
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1066195 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9738 of this *Journal.*]

Ordinance associated with this drawing printed on page 9737 of this *Journal*.



Clippers Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Clippers Inc, upon the terms and subject to the conditions of this ordinance to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 8532 South Ashland Avenue. Said sign shall be eighty-three hundredths (.83) foot in length, twenty-five hundredths (.25) foot in width and shall be twelve and seventeen hundredths (12.17) feet above grade along South Ashland Avenue. Sign shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

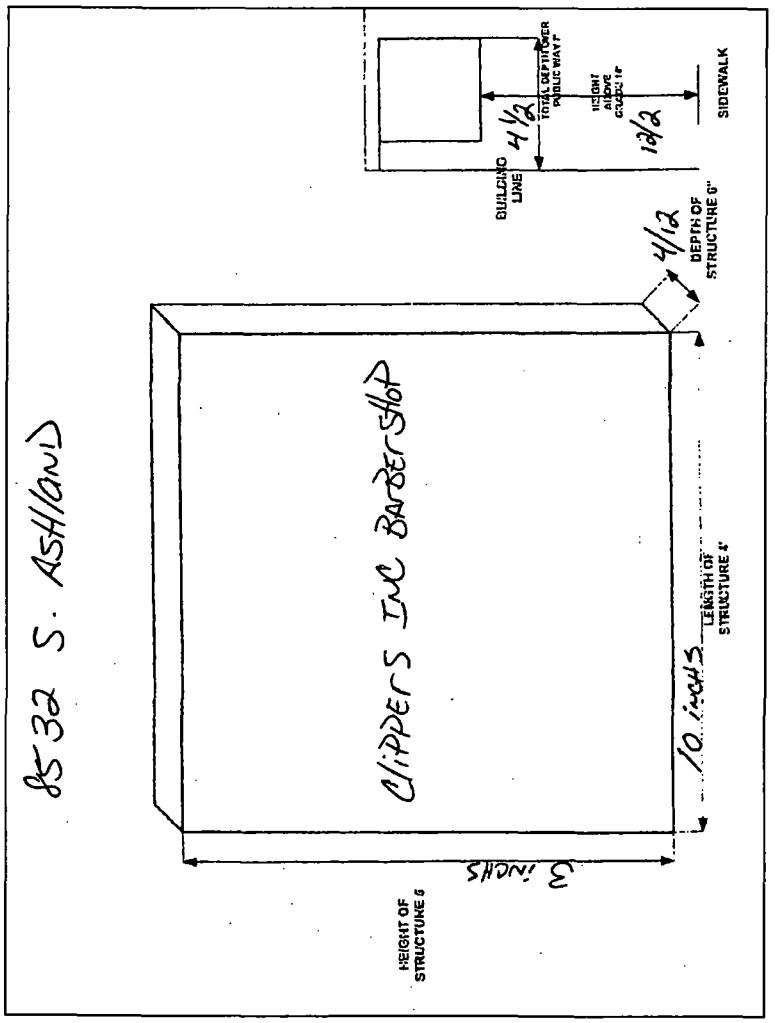
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1063085 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9740 of this *Journal.*]

Ordinance associated with this drawing printed on page 9739 of this *Journal*.



Clybourn Webster Condominium Association.

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

SECTION 1. Permission and authority are hereby given and granted to Clybourn Webster Condominium Association, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) porches on the public right-of-way adjacent to its premises known as 2200 North Clybourn Avenue. Said porches shall be twenty-eight (28) feet in length and three (3) feet in width, twenty-eight (28) feet in length and three (3) feet in width for a total of one hundred sixty-eight (168) square feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

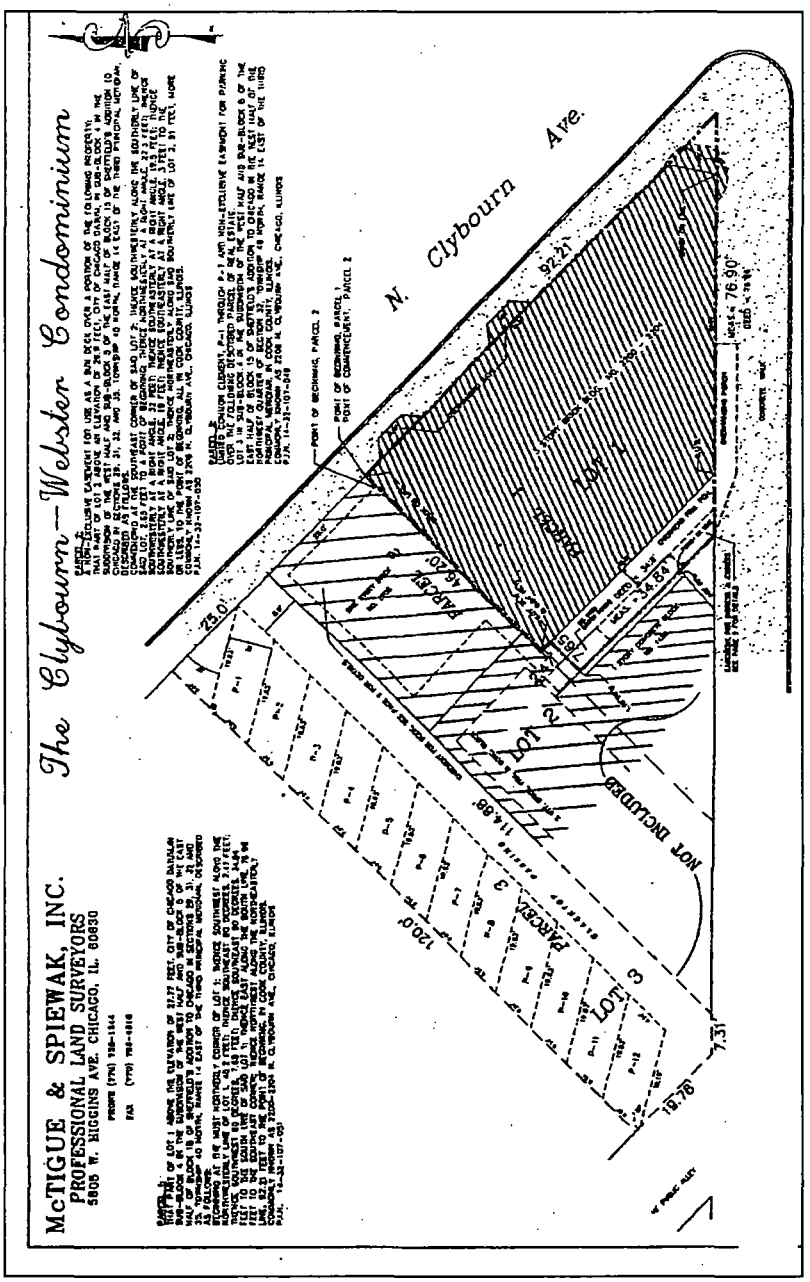
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1062515 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9742 of this *Journal.*]

Ordinance associated with this drawing printed on page 9741 of this *Journal*.



Chromium, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Chromium, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) windscreens on the public right-of-way adjacent to its premises known as 817 West Lake Street. Said windscreens shall measure as follows: ten (10) feet in length and four (4) feet in width; and four (4) feet in length and three (3) feet in width. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Windscreens have been constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications and the Department of Transportation.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

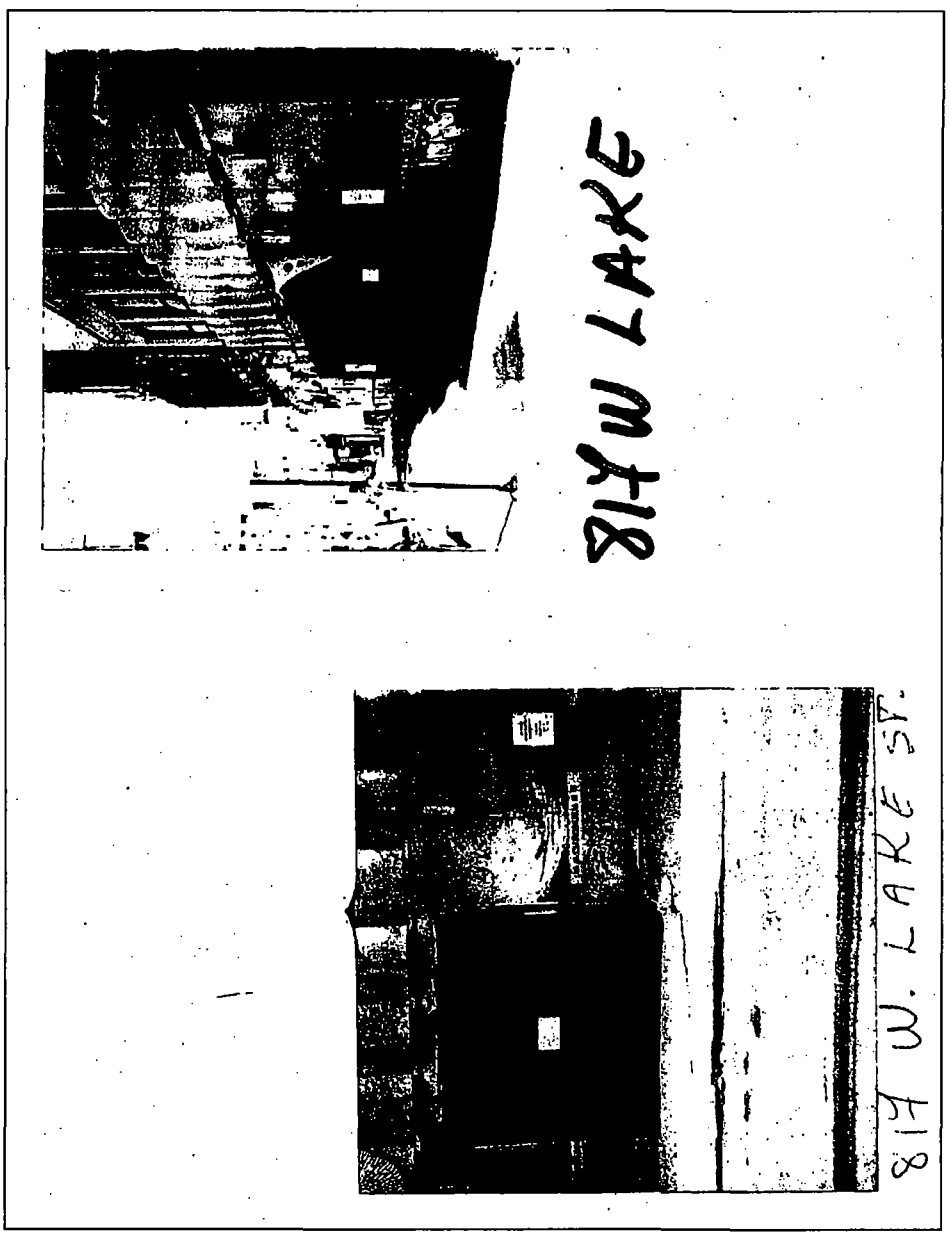
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1064952 herein granted the sum of Eight Hundred and no/100 Dollars ($800.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after May 29, 2007.

[Drawing referred to in this ordinance printed on page 9744 of this *Journal.*]

Ordinance associated with this drawing printed on page 9743 of this *Journal*.



Cook County Building.

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

SECTION 1. Permission and authority are hereby given and granted to Cook County Building, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use fuel tank/fill in the public right-of-way adjacent to its premises known as 118 North Clark Street. Said fuel and tank/fill line shall be located in a handhole flush mounted with the sidewalk approximately two hundred fifteen (215) feet north of West Washington Street on the west sidewalk of North Clark Street. Handhole shall measure eighteen (18) feet in diameter and twelve (12) feet in depth. Fuel line/fill line shall be used for an above ground diesel storage tank to supply an emergency generator. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Fuel tank/fill line shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

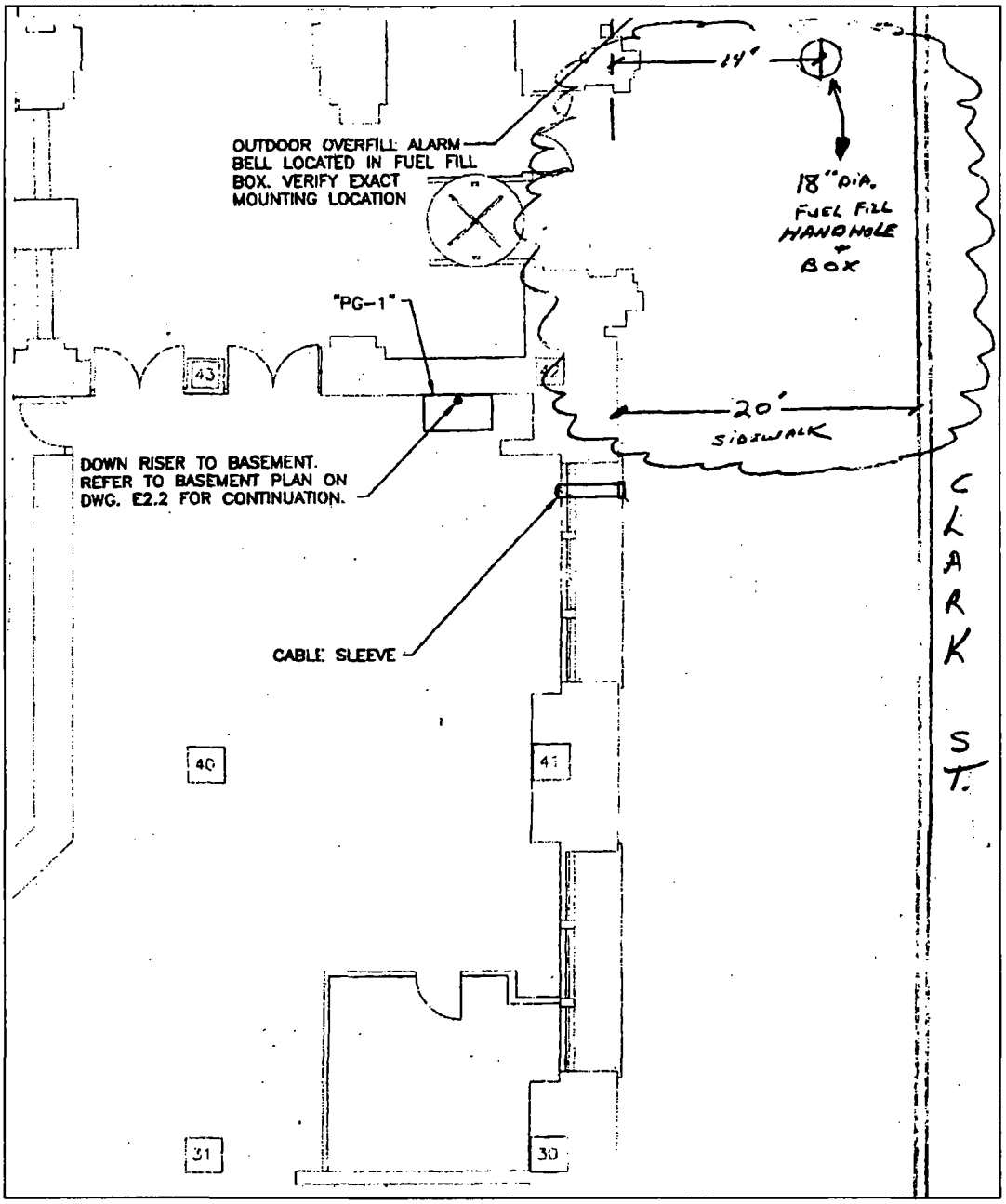
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1063474 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9746 of this *Journal.*]

Ordinance associated with this drawing printed on page 9745 of this *Journal*.



Cozy Corner Diner & Pancake House.

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

SECTION 1. Permission and authority are hereby given and granted to Cozy Corner Diner & Pancake House, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 4356 West Diversey Avenue. Said sign structure measures as follows: along West Diversey Avenue, at ten (10) feet in length, six (6) feet in height and sixteen (16) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

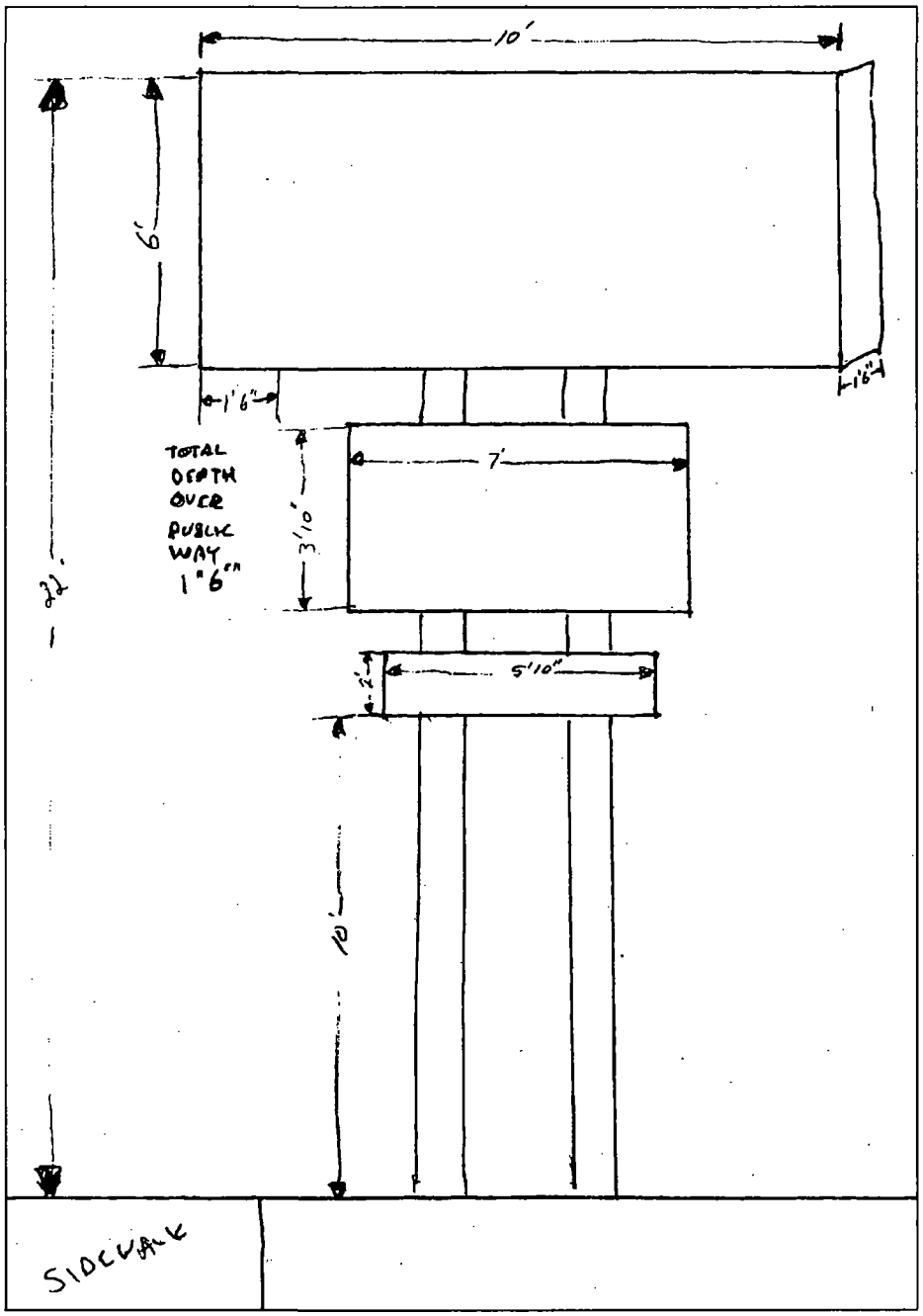
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1063375 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9748 of this *Journal.*]

Ordinance associated with this drawing printed on page 9747 of this *Journal*.



Cumberland Centre L.L.C.

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

SECTION 1. Permission and authority are hereby given and granted to Cumberland Centre L.L.C., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, an existing ramp on the public right-of-way adjacent to its premises known as 5450 North Cumberland Avenue and 8440 West Catherine Street. Existing parking facility down ramp including retaining walls along West Catalpa Avenue shall be partially located in the public right-of-way a total of thirty-five (35) feet, six (6) inches in length and eighteen (18) feet, six (6) inches in width for a total of six hundred sixty-two (662) square feet. All encroachments along West Catalpa Avenue shall allow a minimum of six (6) feet of clear and unobstructed space for pedestrian passage at all times as per plans approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

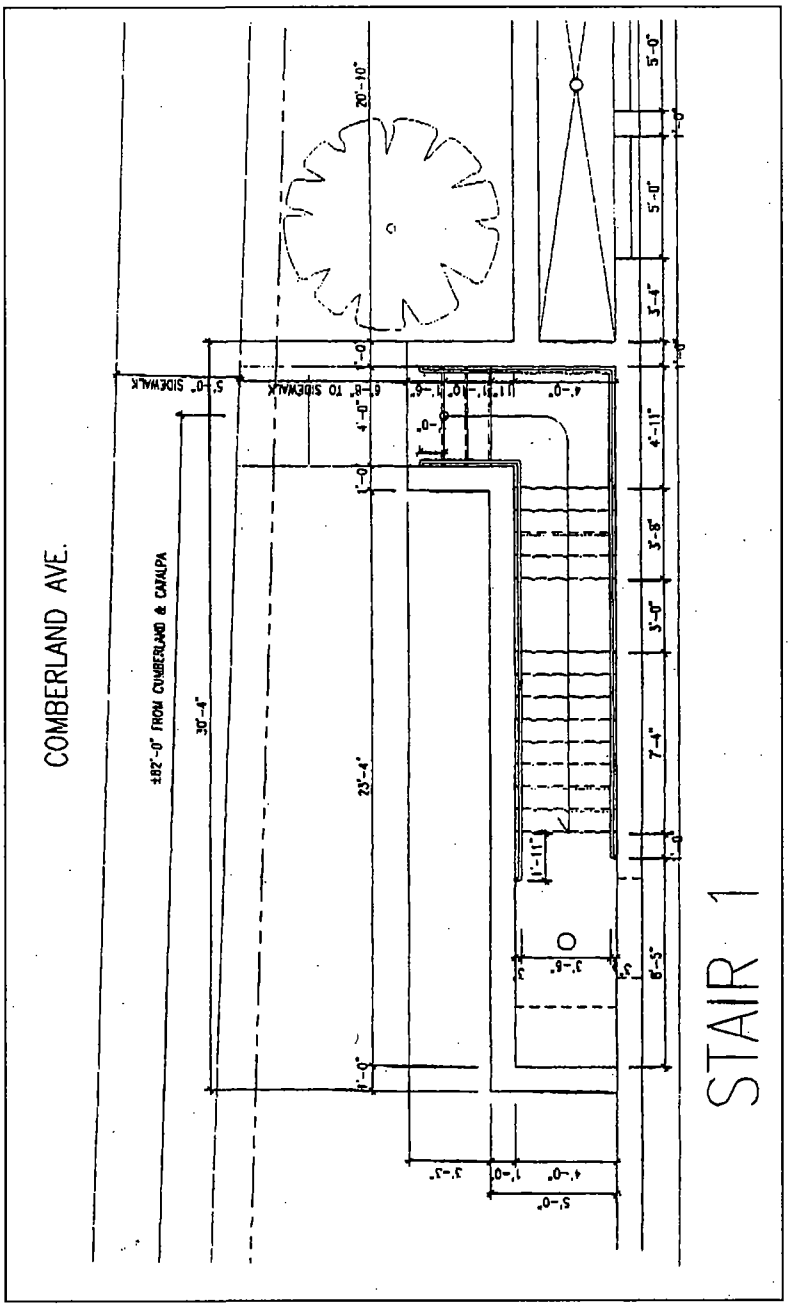
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1067332 herein granted the sum of One Thousand Seven Hundred Eighty-three and no/100 Dollars ($1,783.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after December 12, 2006.

[Drawing referred to in this ordinance printed on page 9750 of this *Journal.*]

Ordinance associated with this drawing printed on page 9749 of this *Journal*.



Custer Law Center, PC.

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

SECTION 1. Permission and authority are hereby given and granted to Custer Law Center, PC, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 5811 West Diversey Avenue. Said signs shall measure one (1) at fifteen (15) feet in length, four (4) feet in height and shall be twelve and seventeen-hundredths (12.17) feet above grade level and one (1) at eight (8) feet in length, six (6) feet in height and shall be twelve (12) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

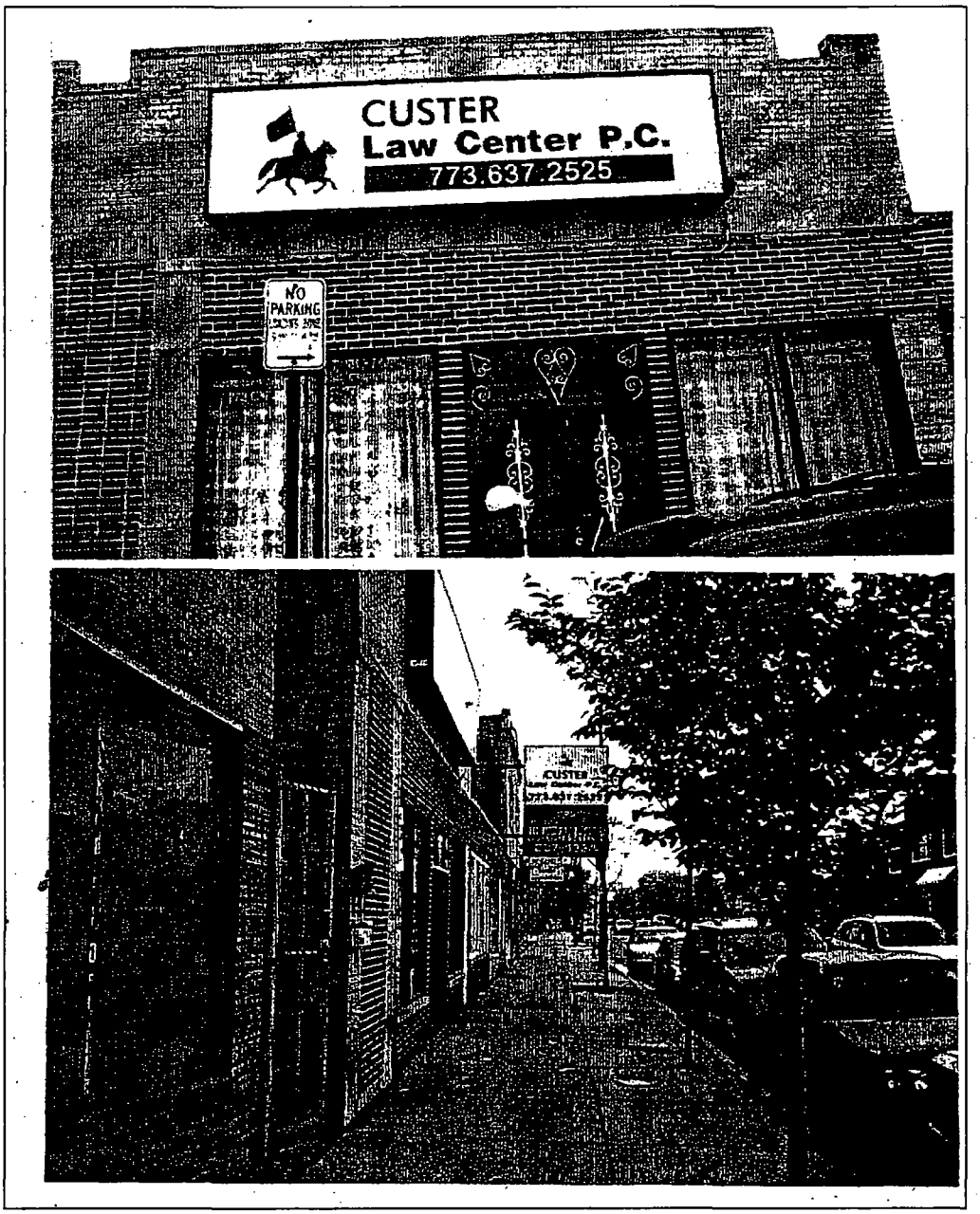
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1065443 herein granted the sum of Six Hundred and no/100 Dollars ($600.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9752 of this *Journal.*]

Ordinance associated with this drawing printed on page 9751 of this *Journal*.



Custom Properties, L.L.C.
(Stairwells)

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

SECTION 1. Permission and authority are hereby given and granted to Custom Properties L.L.C., upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) existing stairwells in the public right-of-way adjacent to its premises known as 1309 -- 1311 West Cullerton Street. Said existing stairwells shall be used for access to basement areas and measure as follows: along West Cullerton Street, existing stairwell to main building shall be fifteen (15) feet in length and three (3) feet, six (6) inches in width and along West Cullerton Street, existing stairwell to coach house shall be thirty-five (35) feet in length and three (3) feet, six (6) inches width. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Stairwells have been constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

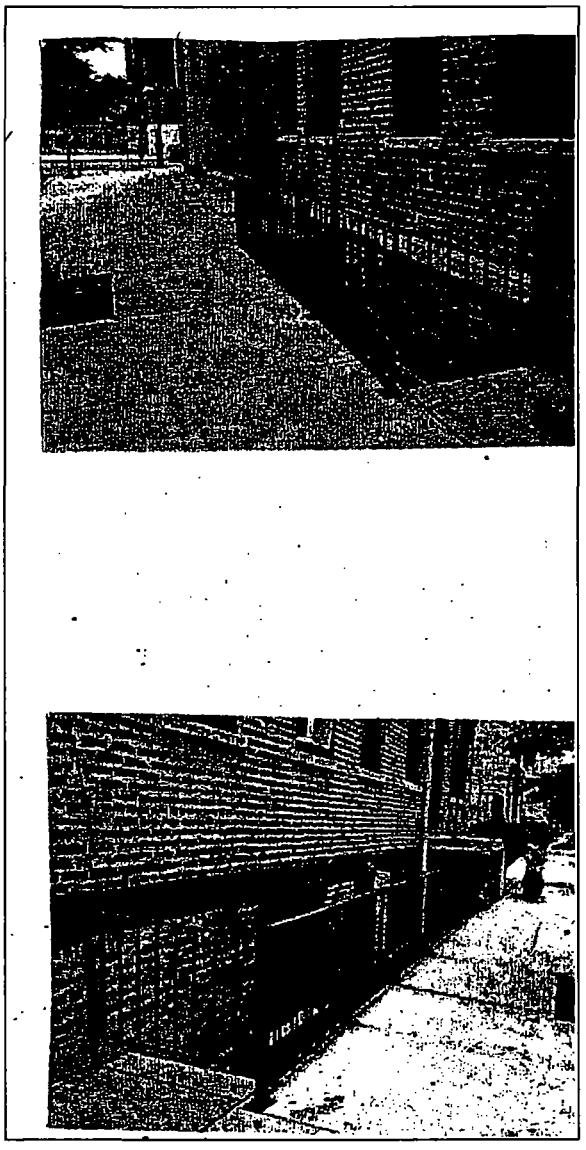
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1066731 herein granted the sum of Eight Hundred and no/100 Dollars ($800.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9754 of this *Journal.*]

Ordinance associated with this drawing printed on page 9753 of this *Journal*.



Custom Properties, L.L.C.
(Step)

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

SECTION 1. Permission and authority are hereby given and granted to Custom Properties, L.L.C., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) existing step on the public right-of-way adjacent to its premises known as 2000 South Throop Street. Said existing step shall be six (6) feet in length and two (2) feet in width for a total of twelve (12) square feet. Existing concrete step shall be located along South Throop Street eighteen (18) inches in height. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Step has been constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

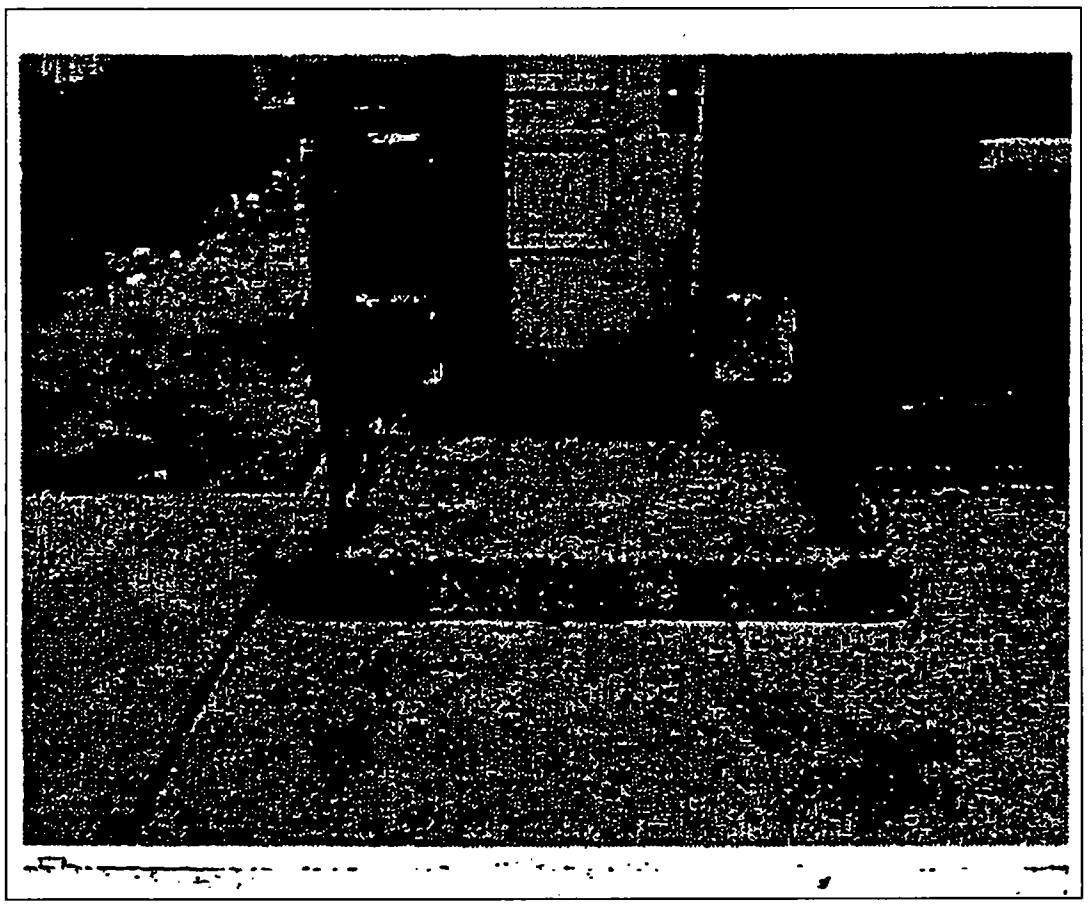
The grantee shall pay to the City of Chicago as compensation for the privilege Number1066729 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9756 of this *Journal.*]

Ordinance associated with this drawing printed on page 9755 of this *Journal*.



Cynthia's Candy.

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

SECTION 1. Permission and authority are hereby given and granted to Cynthia's Candy, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 4806 North Drake Avenue. Said sign shall measure four (4) feet in length, four (4) feet in height and shall be eight and five-tenths (8.5) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

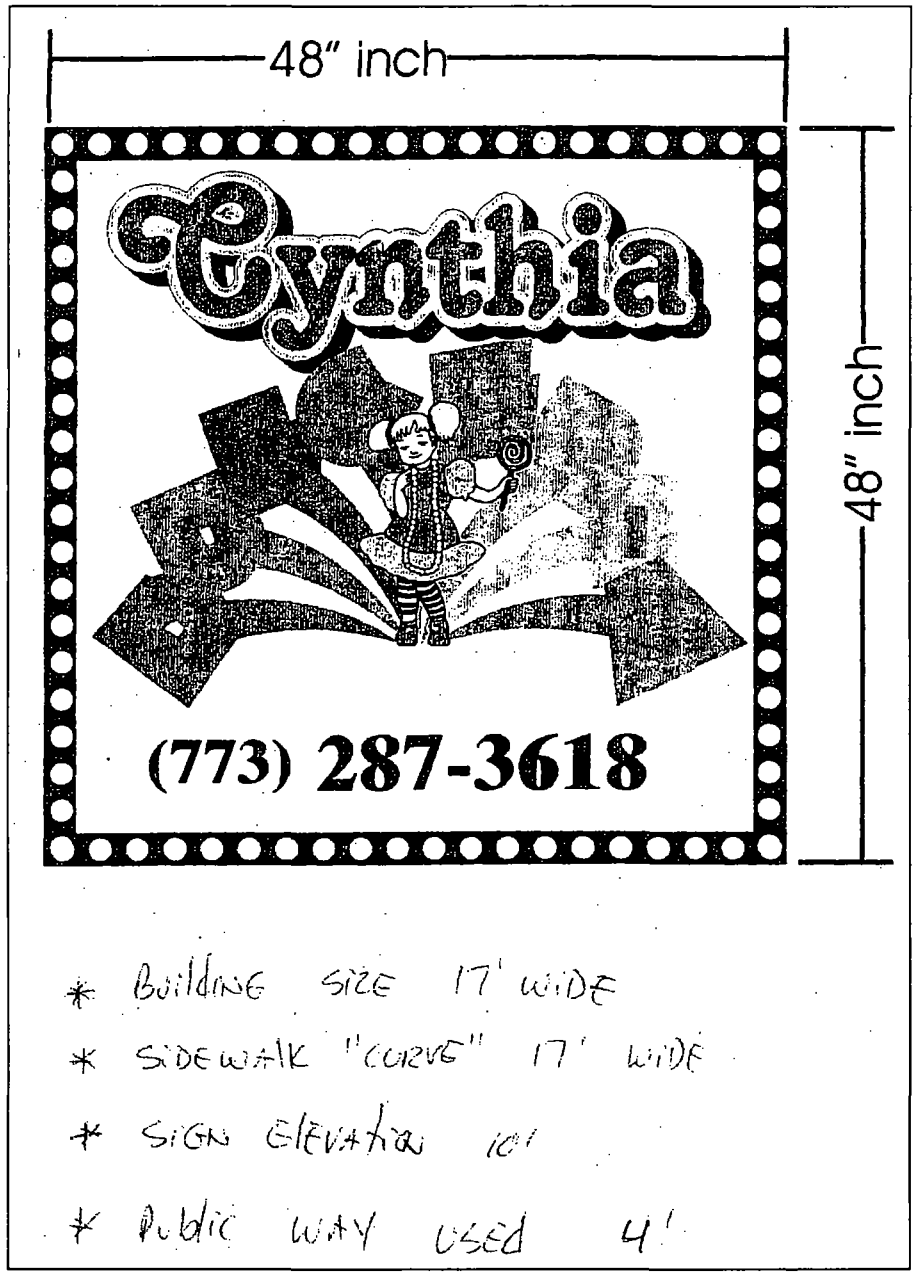
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1065482 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9758 of this *Journal.*]

Ordinance associated with this drawing printed on page 9757 of this *Journal*.



Dan's Bakery & Eatery.

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

SECTION 1. Permission and authority are hereby given and granted to Dan's Bakery & Eatery, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 2521 -- 2523 West 79th Street. Said sign structure measures as follows: along West 79th Street, at five and five-tenths (5.5) feet in length, three and five-tenths (3.5) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

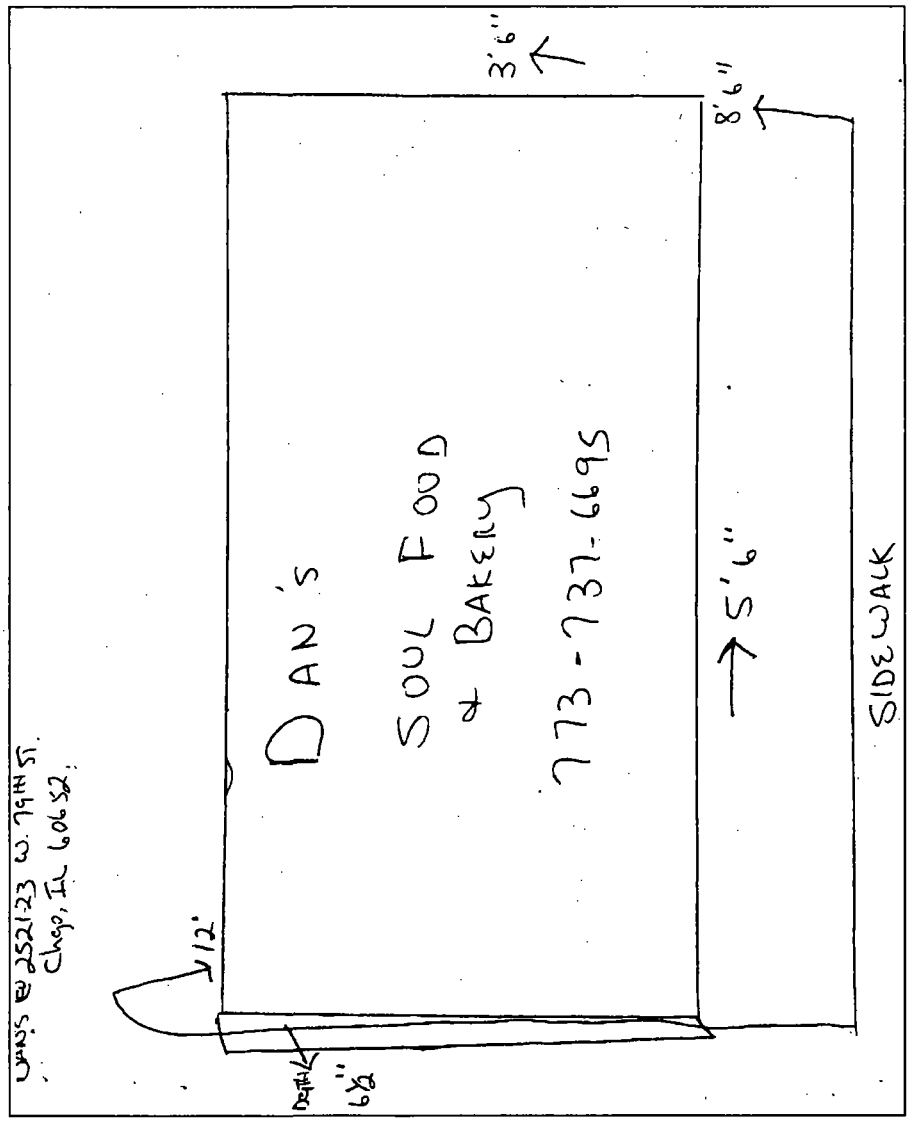
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1065918 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9760 of this *Journal.*]

Ordinance associated with this drawing printed on page 9759 of this *Journal*.



Davis Imperial Cleaners Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Davis Imperial Cleaners Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 3319 -- 3325 West Bryn Mawr Avenue. Said sign shall be seven and forty-one hundredths (7.41) feet in length, nine and fifty-eight hundredths (9.58) feet in width and shall be eleven and five-tenths (11.5) feet above grade along West Bryn Mawr Avenue. Sign has been constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

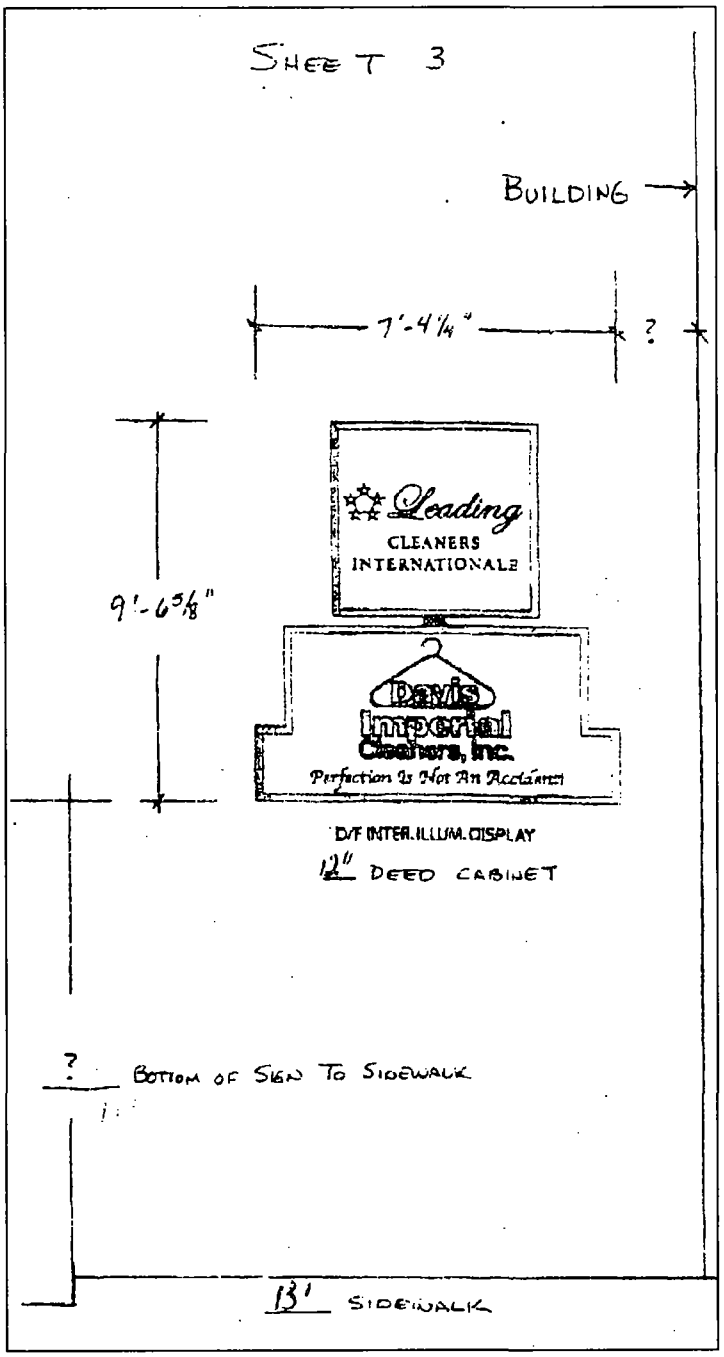
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1065243 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9762 of this *Journal.*]

Ordinance associated with this drawing printed on page 9761 of this *Journal*.



Dearborn Street Building, L.L.C.

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

SECTION 1. Permission and authority are hereby given and granted to Dearborn Street Building, L.L.C., upon the terms and subject to the conditions of this ordinance, to maintain and use an existing fire escape projecting over the public right-of-way adjacent to its premises known as 1244 North Stone Street. Said fire escape shall measure approximately thirty-six (36) feet, three (3) inches in height and three (3) feet, seven (7) inches in width. Fire escape is located along the public alley fourteen (14) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Fire escape has been constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

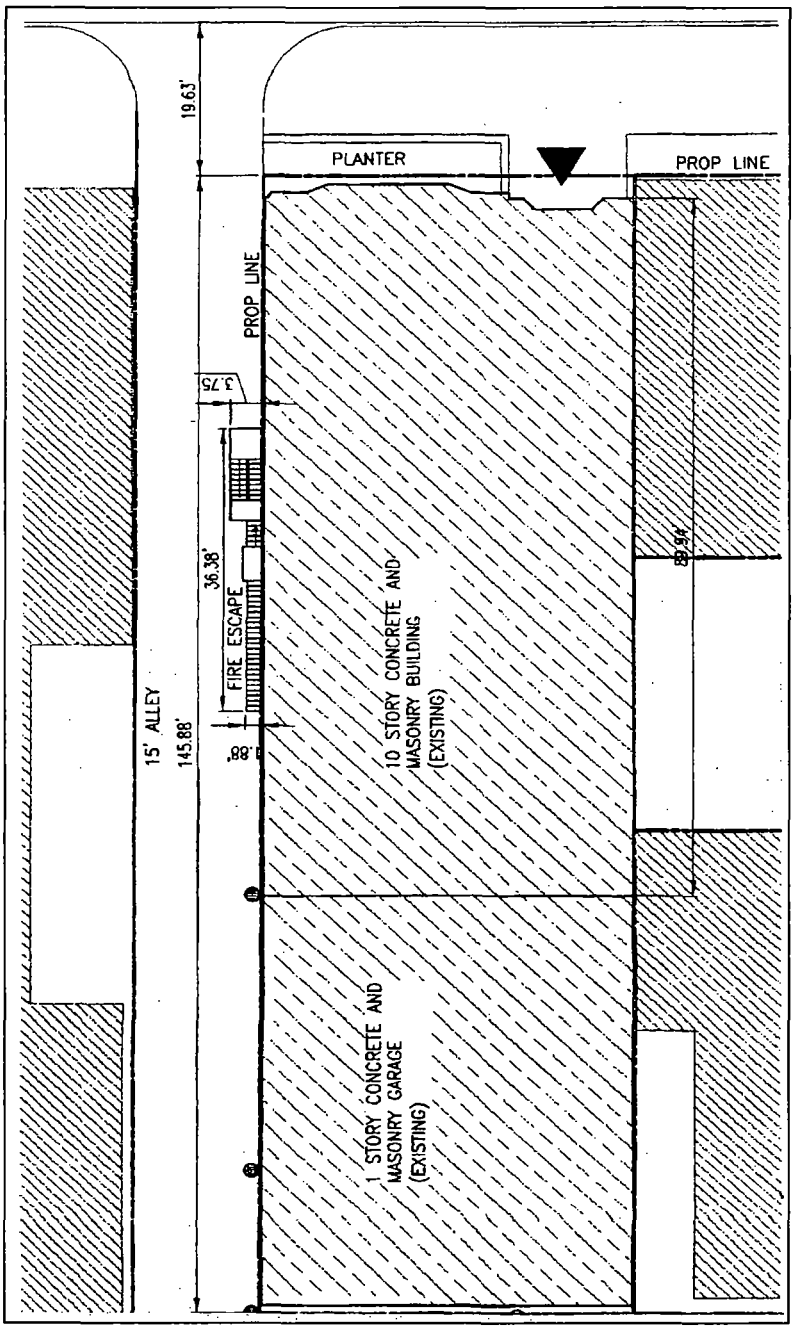
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1066591 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9764 of this *Journal.*]

Ordinance associated with this drawing printed on page 9763 of this *Journal*.



Delgado Travel Agency Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Delgado Travel Agency Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 3900 West 26th Street. Said sign shall measure four (4) feet in length, five (5) feet in height and shall be thirteen (13) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

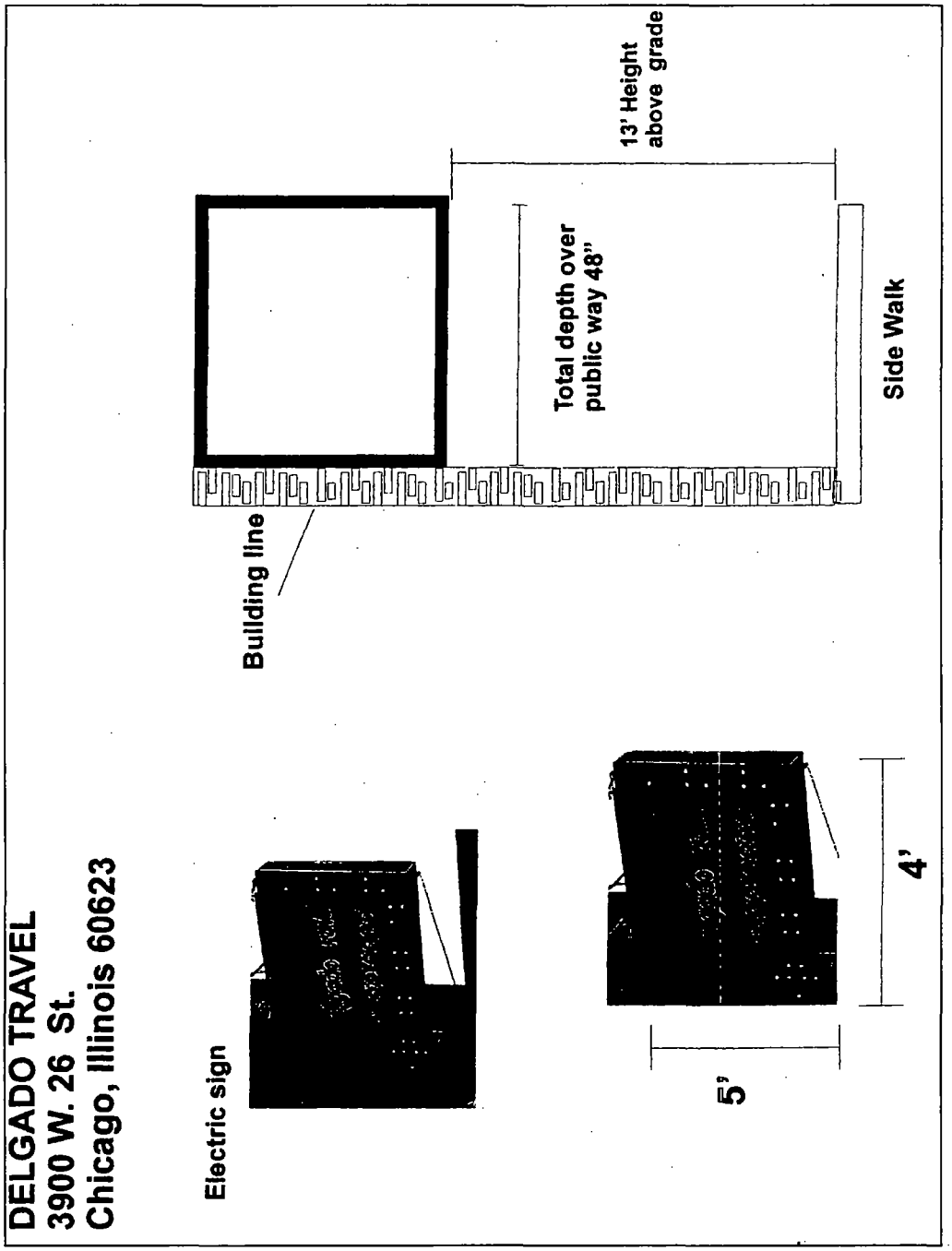
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1062483 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9766 of this *Journal.*]

Ordinance associated with this drawing printed on page 9765 of this *Journal.*



Deportes El Valle.

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

SECTION 1. Permission and authority are hereby given and granted to Deportes El Valle, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 2632 West 47th Street. Said sign structure measures as follows: along West 47th Street, at six (6) feet in length, four (4) feet in height and thirteen and fifty-eight hundredths (13.58) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

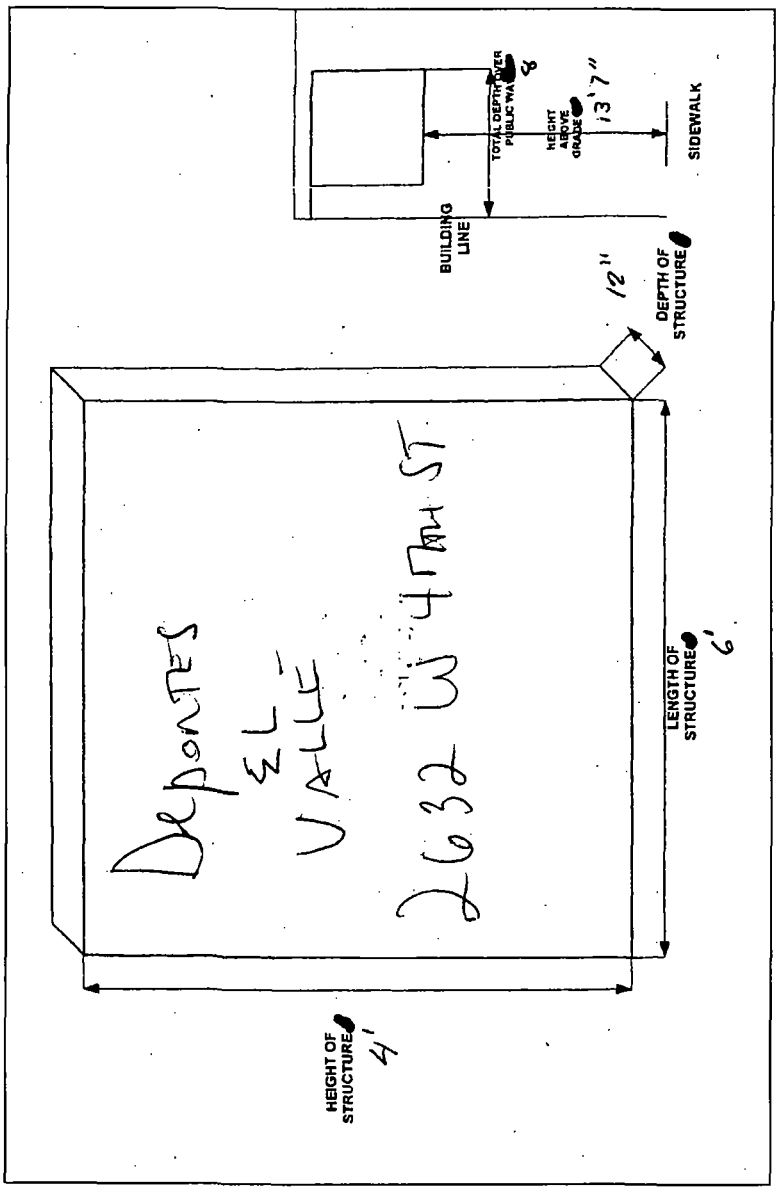
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1065698 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9768 of this *Journal.*]

Ordinance associated with this drawing printed on page 9767 of this *Journal.*



Diversey & Austin Food & Liquors.

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

SECTION 1. Permission and authority are hereby given and granted to Diversey & Austin Food & Liquors, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 5952 West Diversey Avenue. Said sign shall be one (1) foot in length, twenty (20) feet in width and thirteen and fifty-eight hundredths (13.58) feet above grade along West Diversey Avenue. Sign has been constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

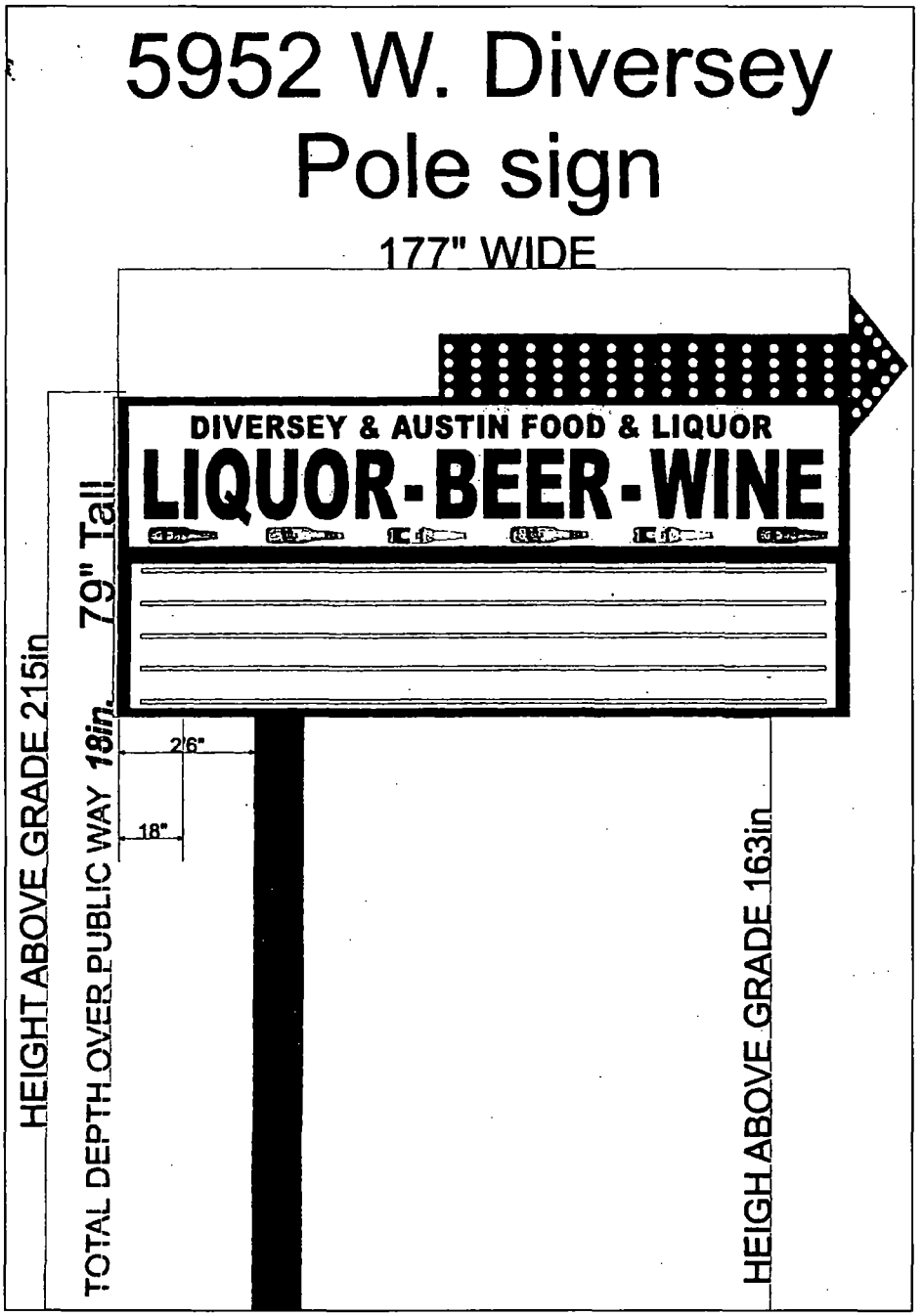
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1062823 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9770 of this *Journal.*]

Ordinance associated with this drawing printed on page 9769 of this *Journal*.



Dunkin Donuts.

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

SECTION 1. Permission and authority are hereby given and granted to Dunkin Donuts, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 6332 North Broadway. Said sign structures measure as follows: along 6332 North Broadway, one (1) at eight (8) feet in length, eight (8) feet in height and sixteen (16) feet above grade level and one (1) at eight (8) feet in length, two and five-tenths (2.5) feet in height and thirteen and five-tenths (13.5) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

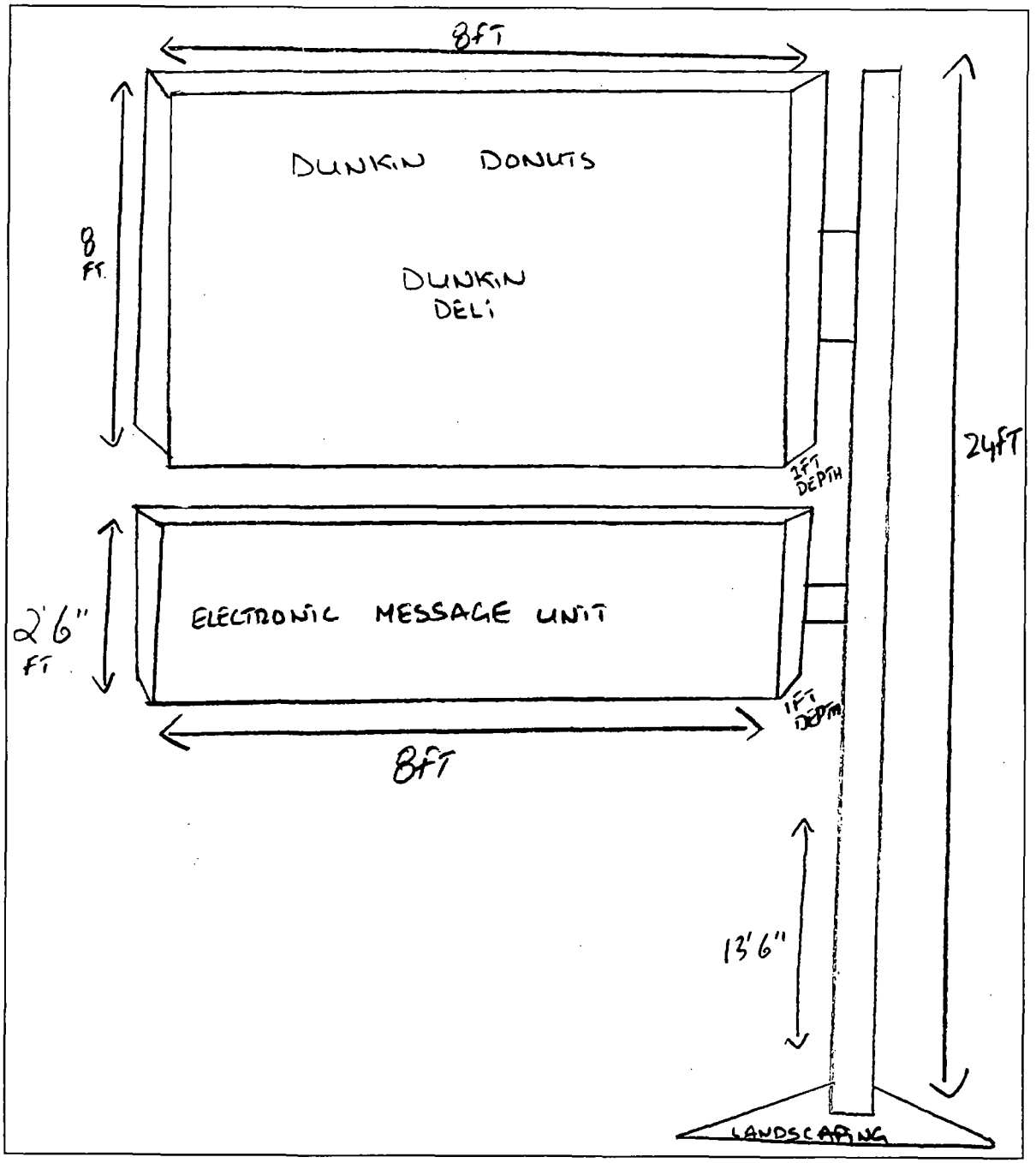
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1063525 herein granted the sum of Six Hundred and no/100 Dollars ($600.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9772 of this *Journal.*]

Ordinance associated with this drawing printed on page 9771 of this *Journal*.



Dunkin Donuts -- Baskin Robbins.

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

SECTION 1. Permission and authority are hereby given and granted to Dunkin Donuts -- Baskin Robbins, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 4302 South Ashland Avenue. Said sign structure measures as follows: along South Ashland Avenue, at nine and five-tenths (9.5) feet in length, seven and five-tenths (7.5) feet in height and fourteen (14) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

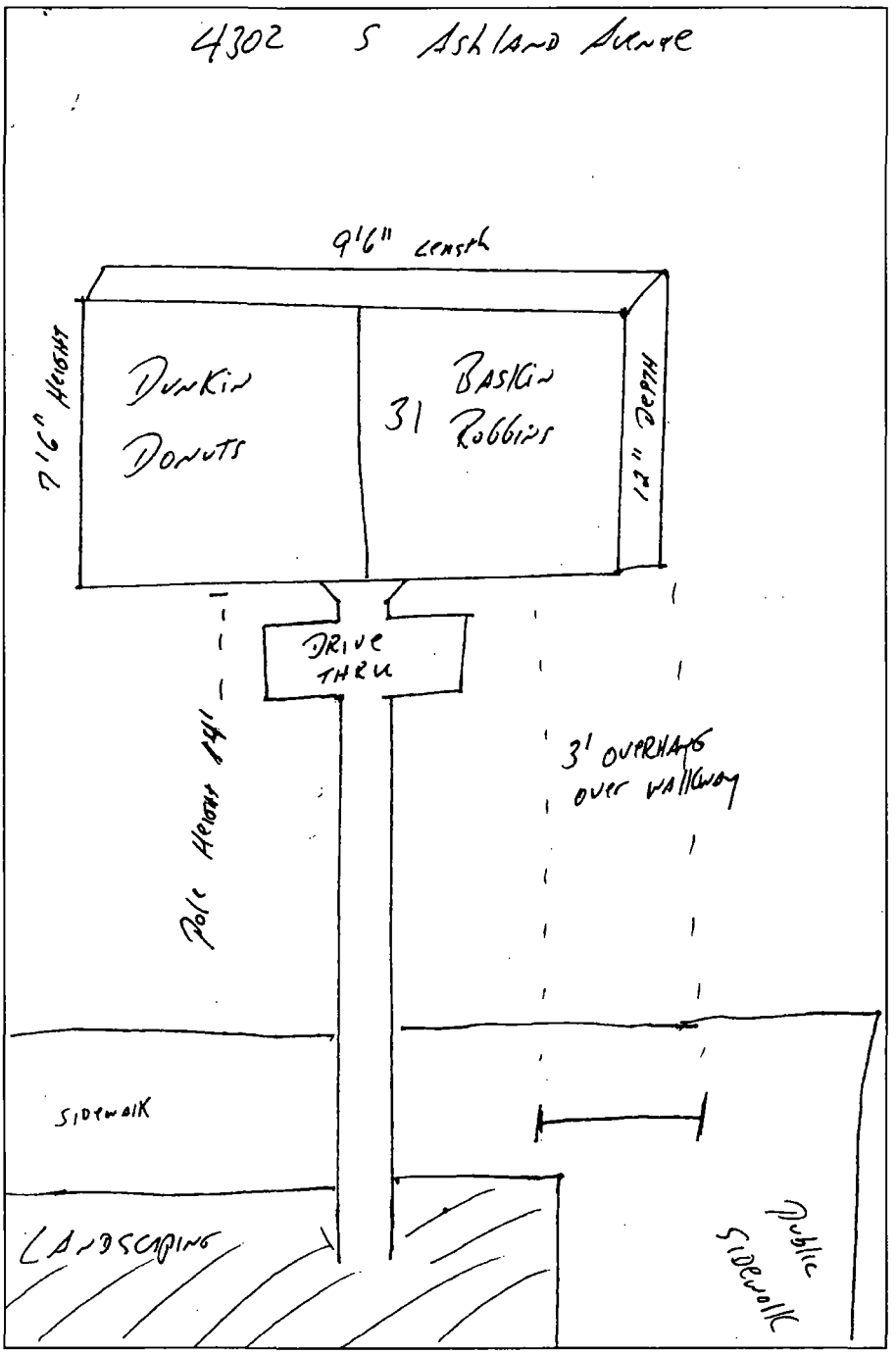
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1062732 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9774 of this *Journal.*]

Ordinance associated with this drawing printed on page 9773 of this *Journal*.



Edgewater Antique Mall.

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

SECTION 1. Permission and authority are hereby given and granted to Edgewater Antique Mall, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 6314 North Broadway. Said sign shall measure seven and seventy-five hundredths (7.75) feet in length, five and seventy-five hundredths (5.75) feet in height and shall be eighteen (18) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

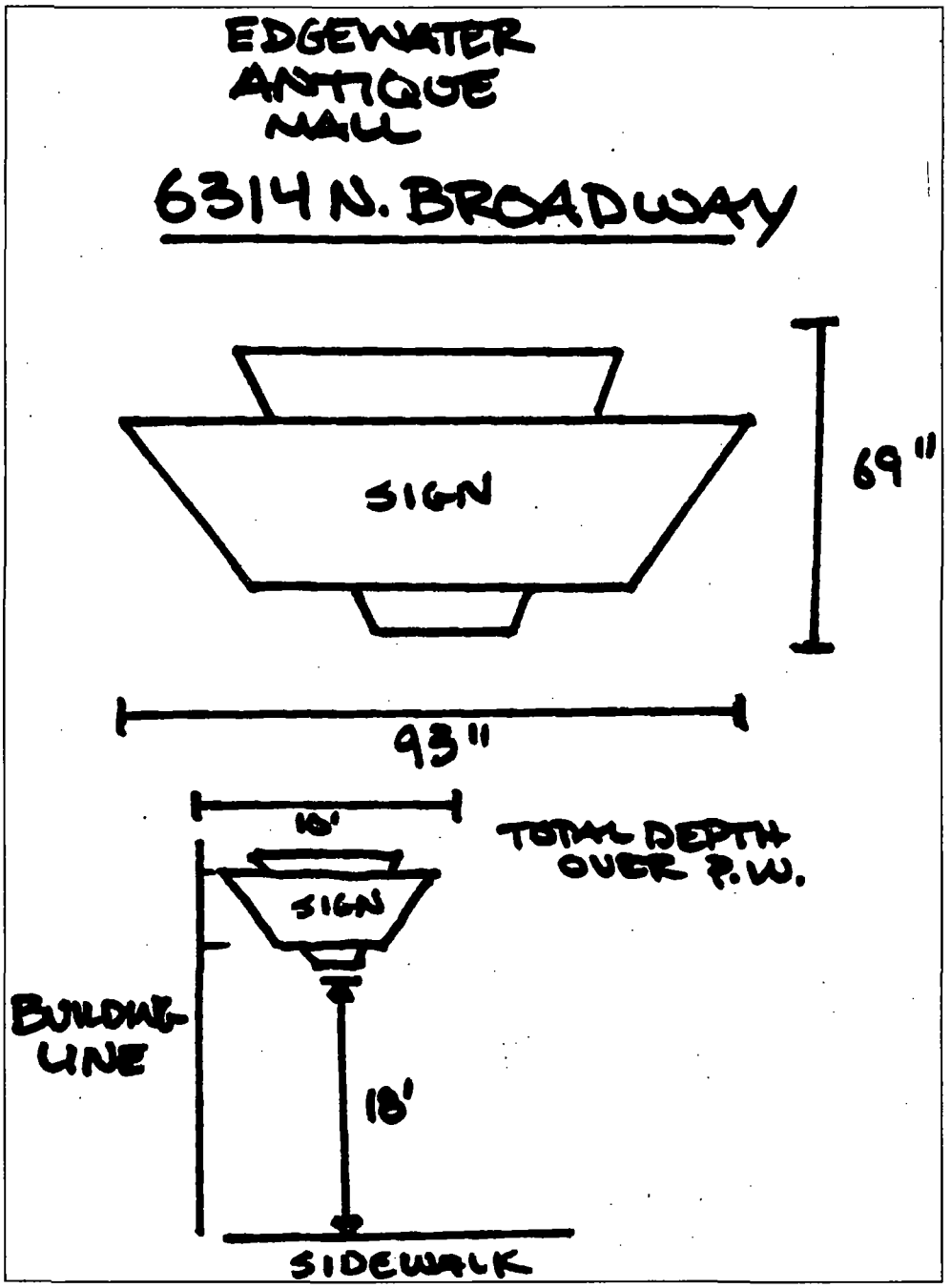
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1062781 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9776 of this *Journal.*]

Ordinance associated with this drawing printed on page 9775 of this *Journal*.



El As De Oro.

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

SECTION 1. Permission and authority are hereby given and granted to El As De Oro, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 4815 West Armitage Avenue. Said sign shall be eight (8) feet in length, four (4) feet in width and shall be ten (10) feet above grade along West Armitage Avenue. Sign has been constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

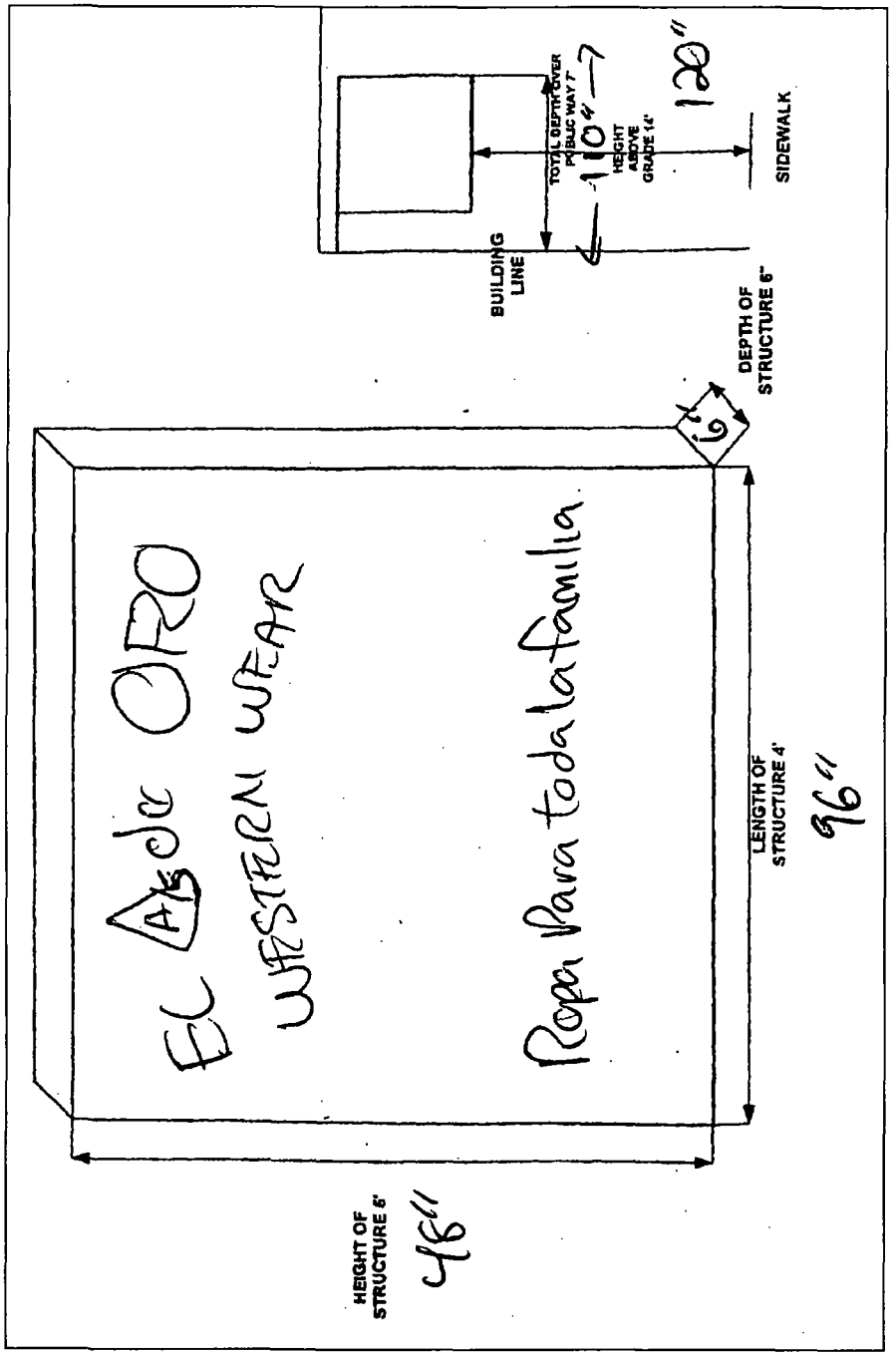
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1064783 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9778 of this *Journal.*]

Ordinance associated with this drawing printed on page 9777 of this *Journal*.



El Milagro Grocery.

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

SECTION 1. Permission and authority are hereby given and granted to El Milagro Grocery, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) existing sign projecting over the public right-of-way adjacent to its premises known as 2259 West Foster Avenue. Sign measure approximately ten (10) feet, six (6) inches in length and six (6) feet in height. Sign shall project out over the public way ten (10) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Sign has been constructed in accordance with plans and specification approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

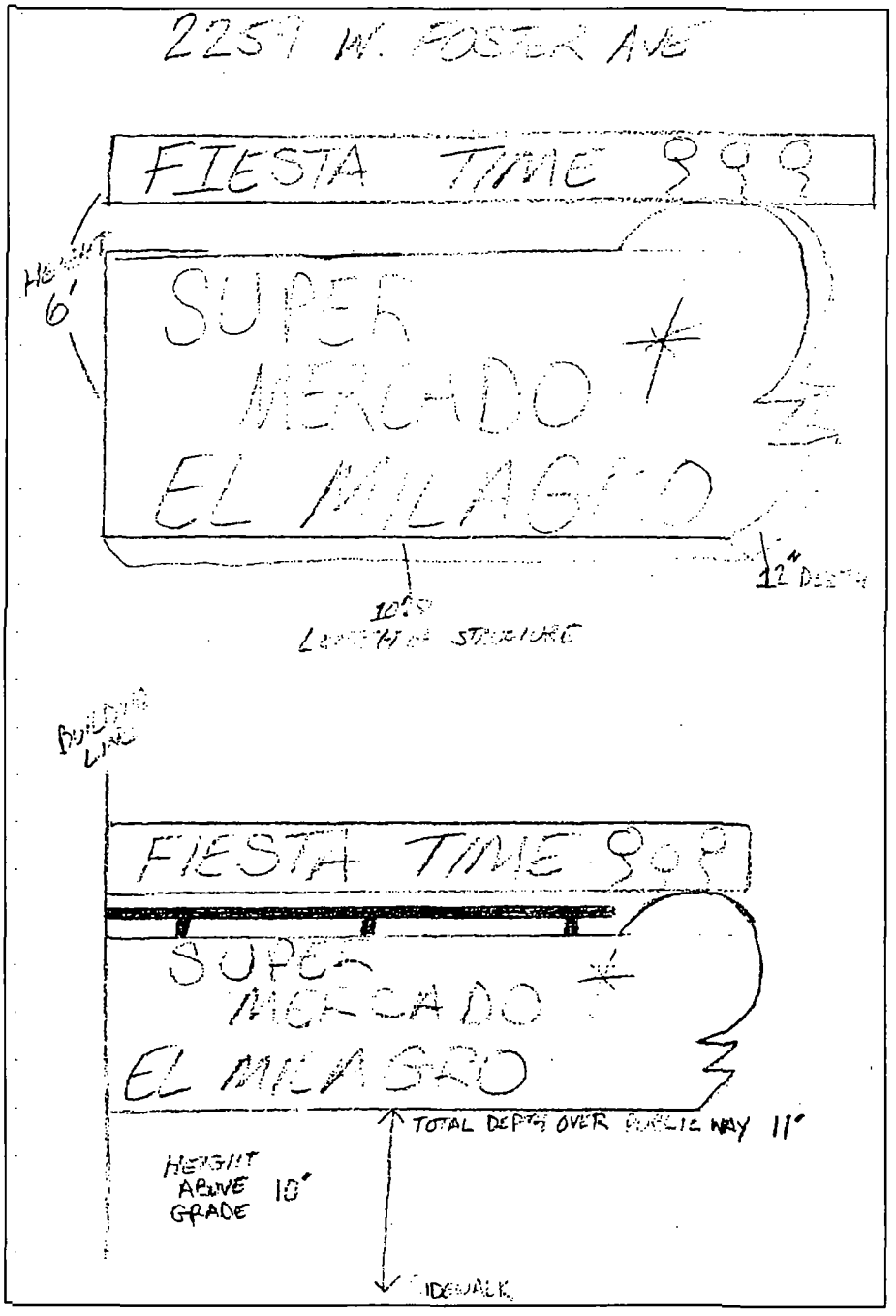
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1063680 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9780 of this *Journal.*]

Ordinance associated with this drawing printed on page 9779 of this *Journal*.



El Trigal Grocery Store.

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

SECTION 1. Permission and authority are hereby given and granted to El Trigal Grocery Store, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 4841 North Damen Avenue. Said sign structures measure as follows: along North Damen Avenue, one (1) at fourteen (14) feet in length, three (3) feet in height and ten (10) feet above grade level and one (1) at five (5) feet in length, three (3) feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specification approved by the Office of Emergency and Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

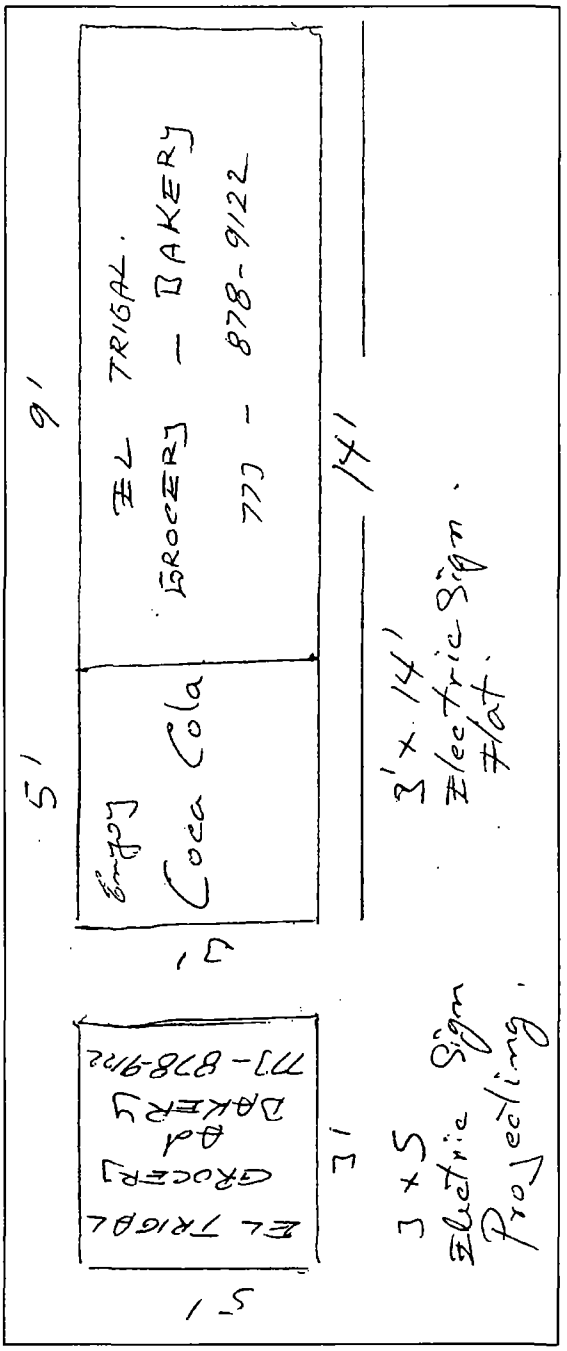
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1062970 herein granted the sum of Six Hundred and no/100 Dollars ($600.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9782 of this *Journal.*]

Ordinance associated with this drawing printed on page 9781 of this *Journal*.



Eldorado Motor Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Eldorado Motor Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 2300 North Cicero Avenue. Said sign shall measure nine and thirty-three hundredths (9.33) feet in length and five (5) feet in height and shall be nine and fifty-eight hundredths (9.58) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

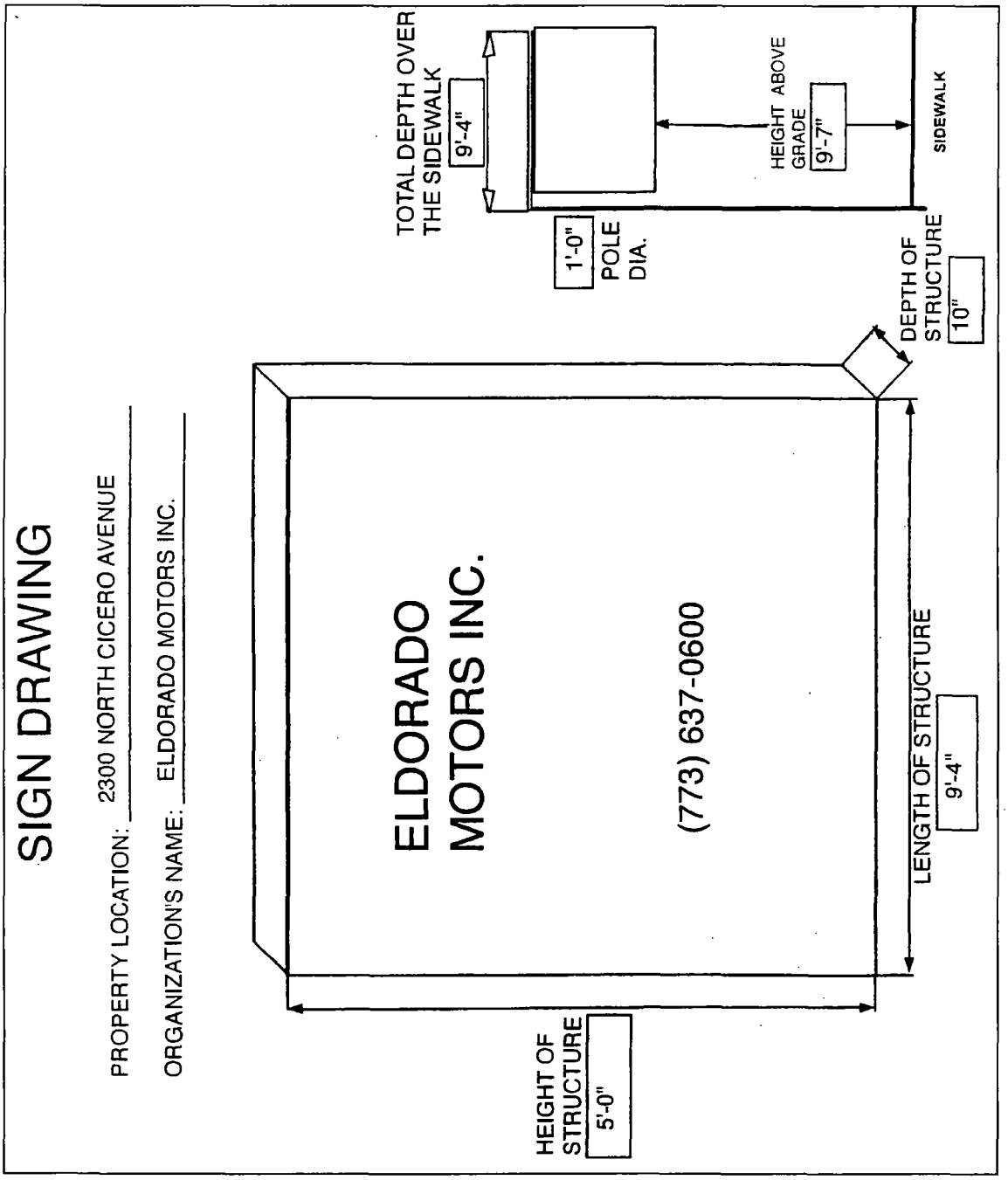
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1062772 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9784 of this *Journal.*]

Ordinance associated with this drawing printed on page 9783 of this *Journal*.



Elston Chicken Poultry.

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

SECTION 1. Permission and authority are hereby given and granted to Elston Chicken Poultry, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 4350 North Elston Avenue. Said sign structure measures as follows: along North Elston Avenue, at four (4) feet in length, eight (8) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency and Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

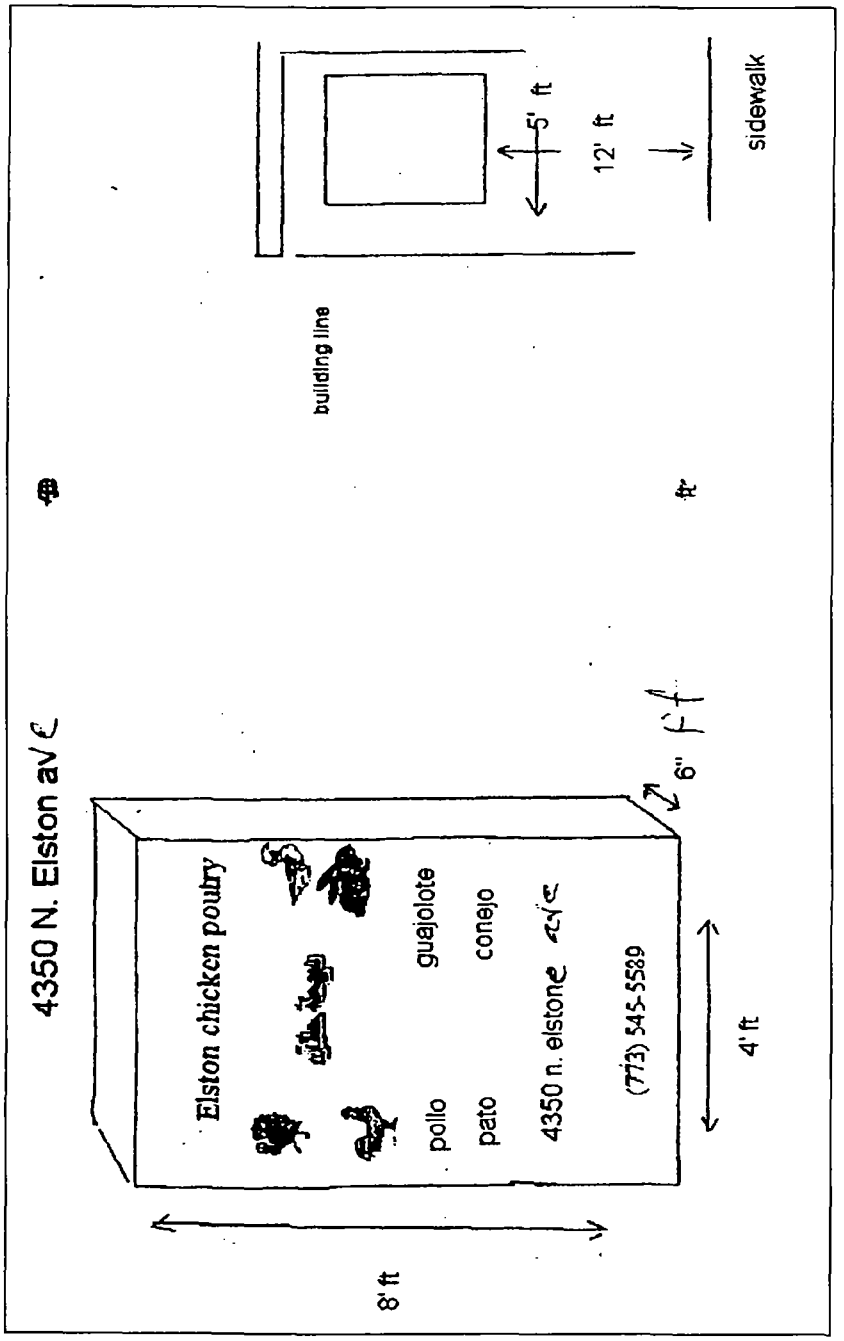
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1063510 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9786 of this *Journal.*]

Ordinance associated with this drawing printed on page 9785 of this *Journal*.



Erie LaSalle Body Shop.

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

SECTION 1. Permission and authority are hereby given and granted to Erie LaSalle Body Shop, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 146 West Erie Street. Said sign structure measures as follows: along West Erie Street, at eleven and five-tenths (11.5) feet in length, nine (9) feet in height and nine and eighty-three hundredths (9.83) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

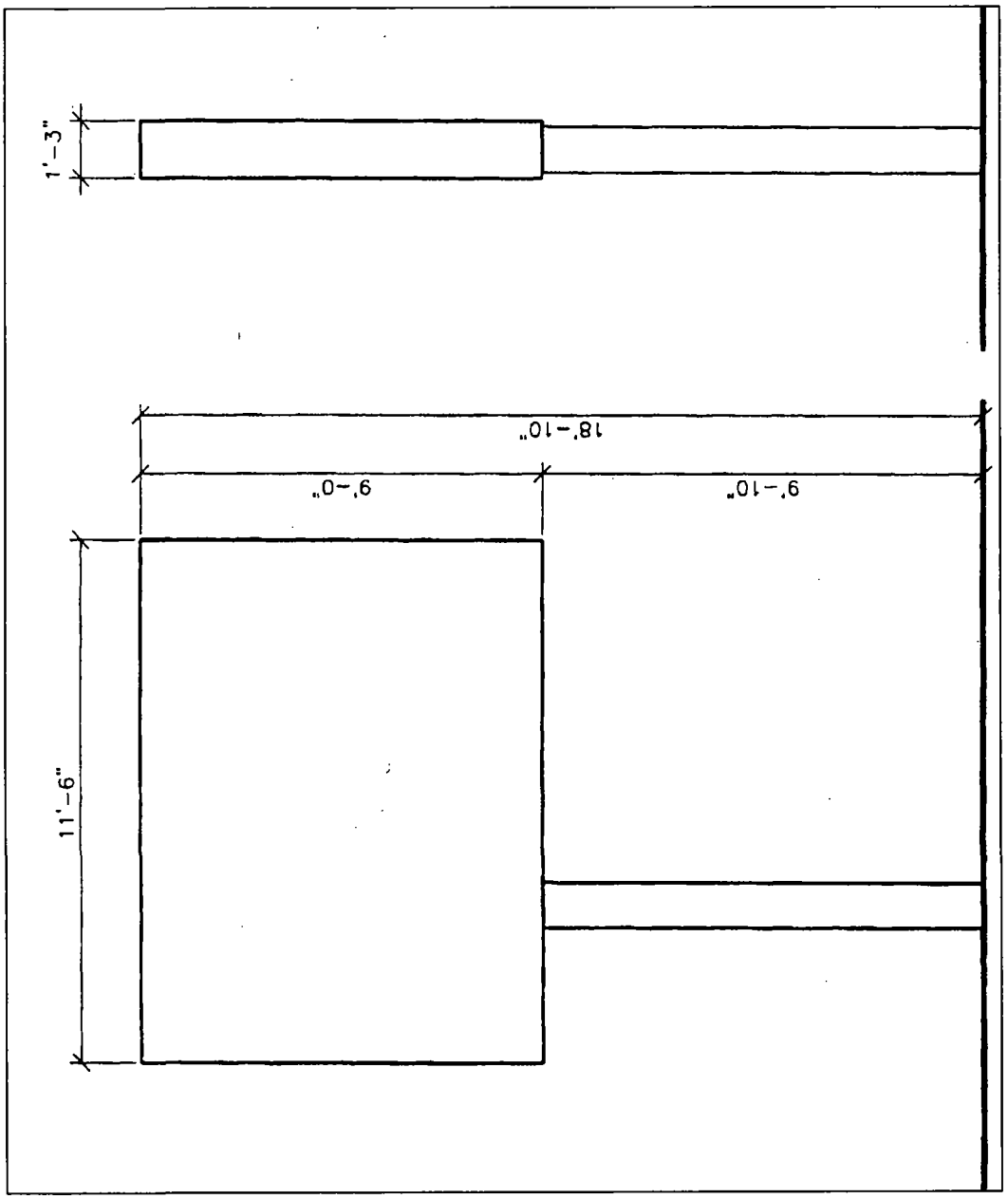
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1066975 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9788 of this *Journal.*]

Ordinance associated with this drawing printed on page 9787 of this *Journal.*



Express Cleaners.

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

SECTION 1. Permission and authority are hereby given and granted to Express Cleaners, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign over the public right-of-way adjacent to its premises known as 1850 West North Avenue. Said sign shall be six (6) feet in length, four (4) feet in width and thirteen (13) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

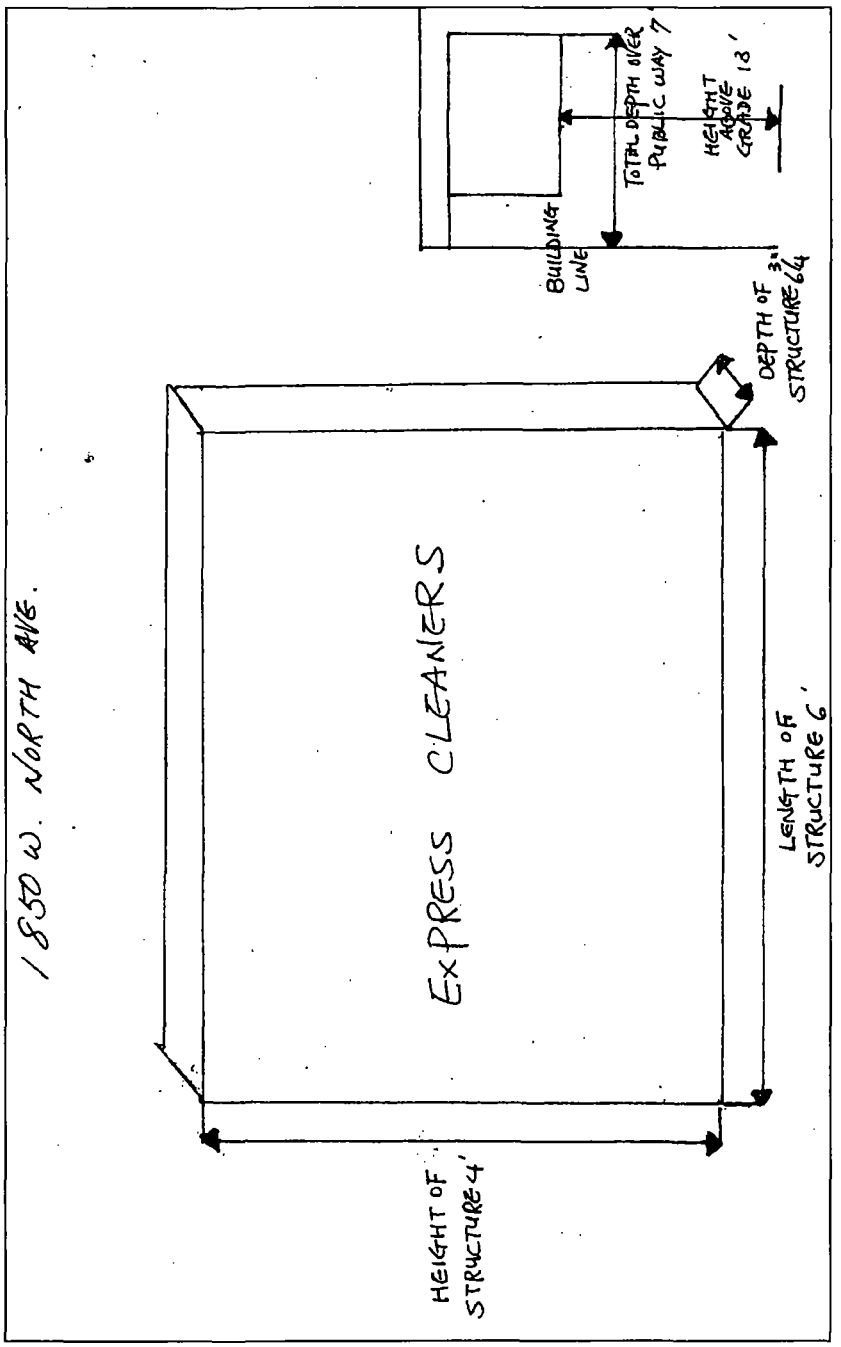
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1062197 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9790 of this *Journal.*]

Ordinance associated with this drawing printed on page 9789 of this *Journal*.



Express Super Market.

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

SECTION 1. Permission and authority are hereby given and granted to Express Super Market, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 557 West 119th Street. Said sign structure measures as follows: along West 119th Street, at four (4) feet in length, five (5) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

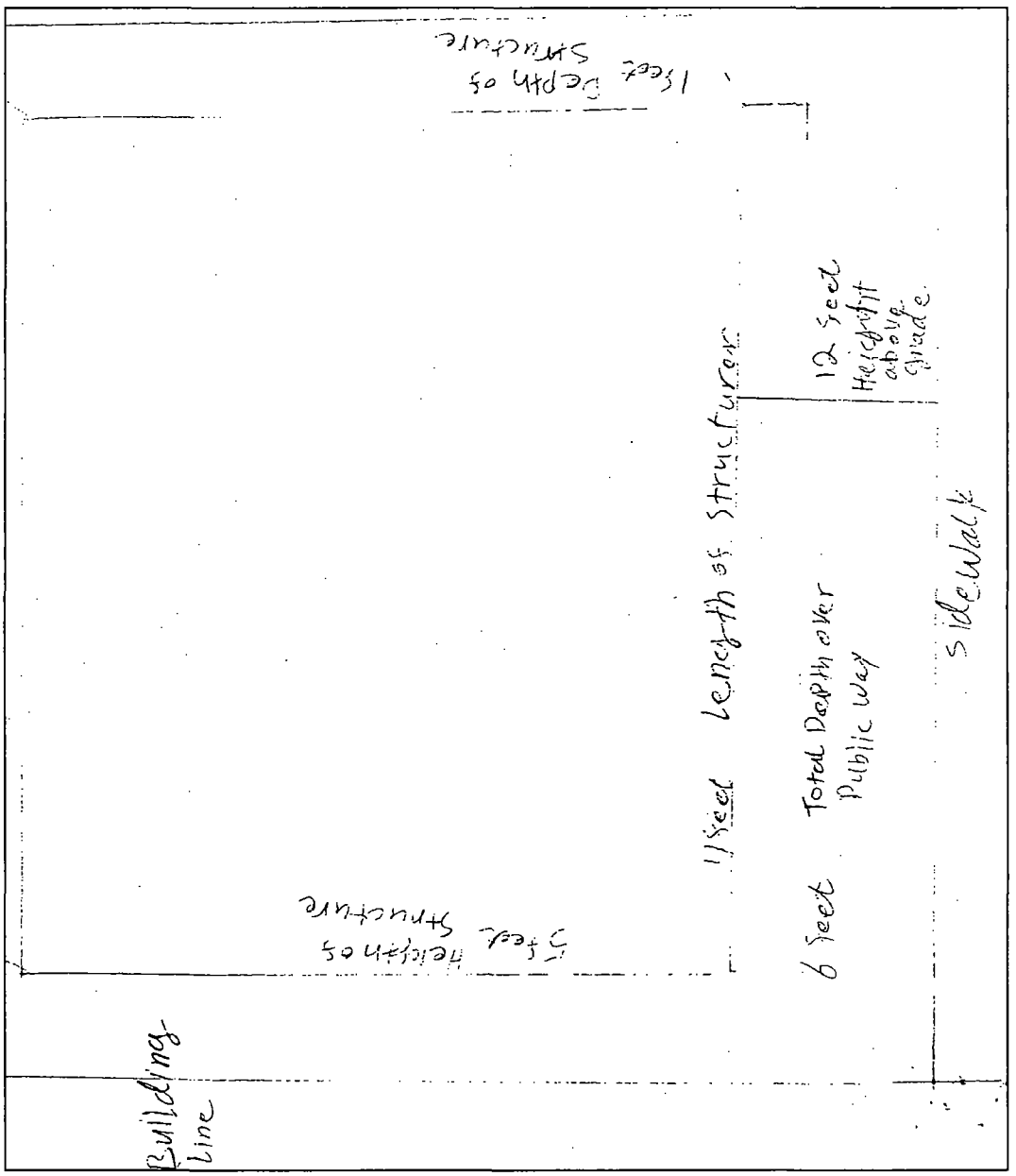
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1063410 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9792 of this *Journal.*]

Ordinance associated with this drawing printed on page 9791 of this *Journal*.



Family Dollar Number 6520.

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

SECTION 1. Permission and authority are hereby given and granted to Family Dollar Number 6520, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 6319 South Vernon Avenue. Said sign shall measure ten (10) feet in length, eight (8) feet in height and thirteen (13) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

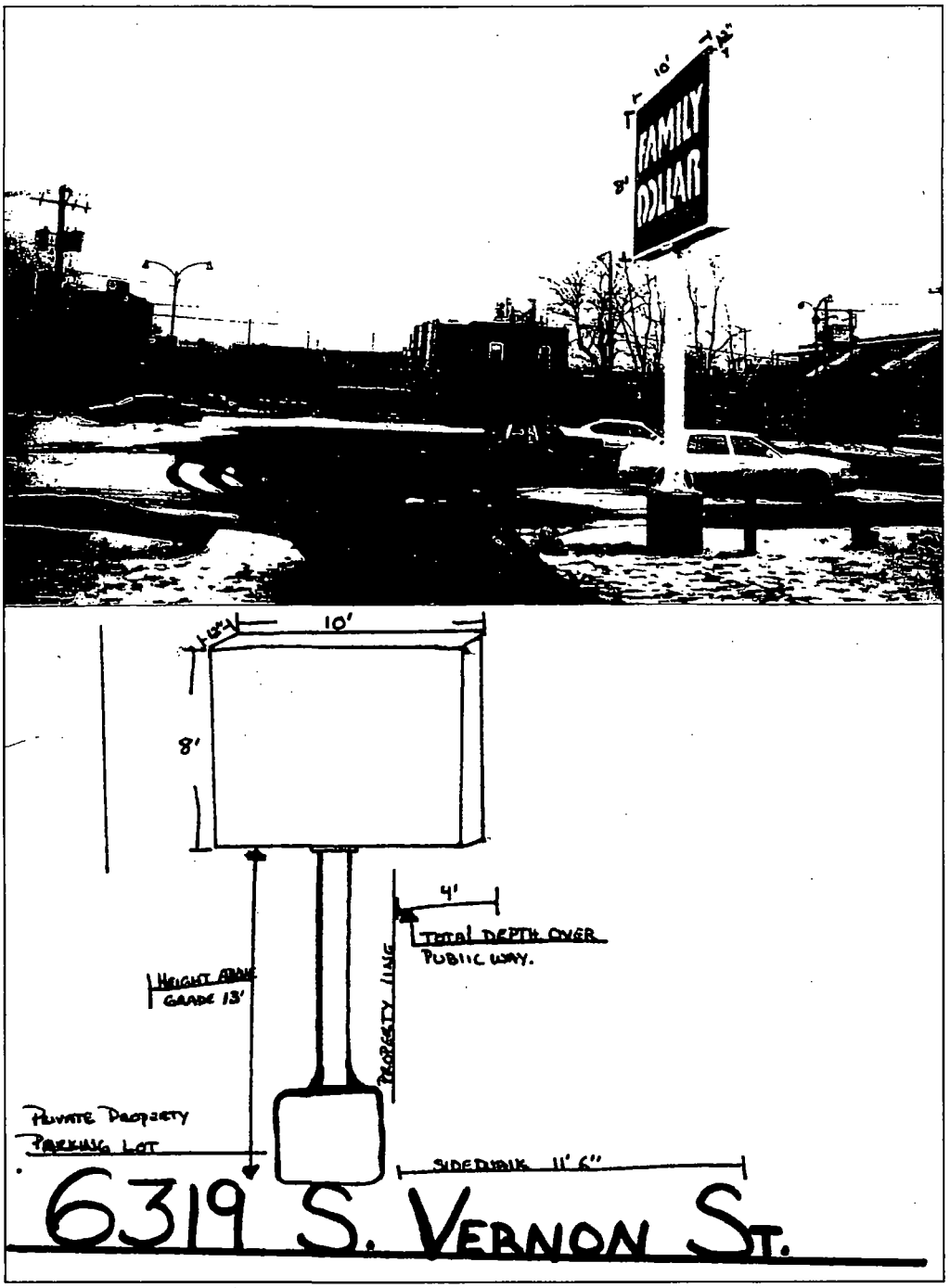
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1063561 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9794 of this *Journal.*]

Ordinance associated with this drawing printed on page 9793 of this *Journal.*



Family Dollar Store Number 6573.

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

SECTION 1. Permission and authority are hereby given and granted to Family Dollar Store Number 6573, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 3120 West 63rd Street. Said sign shall measure twenty-seven (27) feet in length, three and five-tenths (3.5) feet in height and shall be fifteen (15) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency and Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

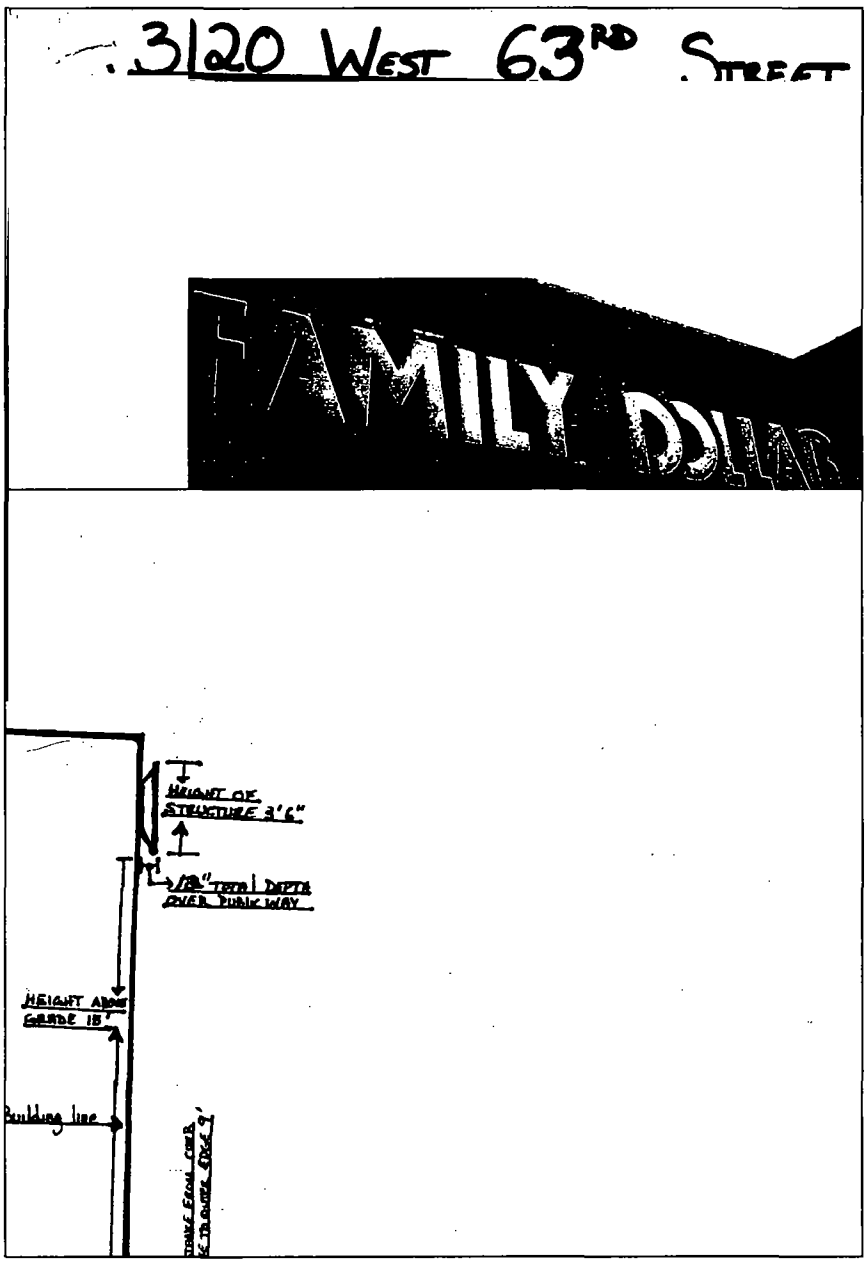
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1064813 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9796 of this *Journal.*]

Ordinance associated with this drawing printed on page 9795 of this *Journal*.



Family Dollar Store Number 6643.

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

SECTION 1. Permission and authority are hereby given and granted to Family Dollar Store Number 6643, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting out over the public right-of-way attached to its premises known as 5546 West Belmont Avenue. Said sign structure measures as follows: along West Belmont Avenues, at five (5) feet in length, four (4) feet in height and sixteen (16) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

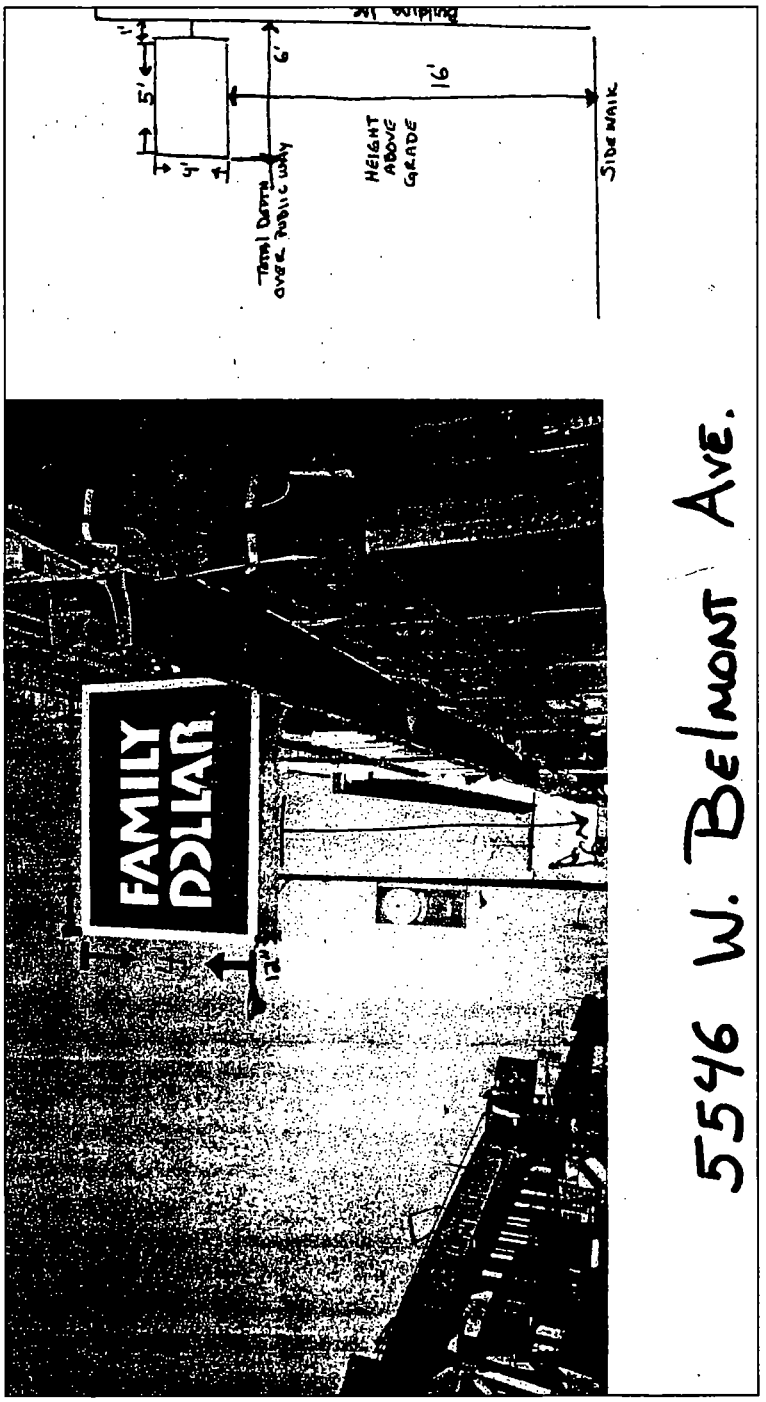
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1058070 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9798 of this *Journal.*]

Ordinance associated with this drawing printed on page 9797 of this *Journal*.



Family Dollar Store Number 6778.

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

SECTION 1. Permission and authority are hereby given and granted to Family Dollar Store Number 6778, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting out over the public right-of-way attached to its premises known as 5525 West Division Street. Said sign shall measure twenty-seven (27) feet in length, three and forty-two hundredths (3.42) feet in height and shall be fourteen (14) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

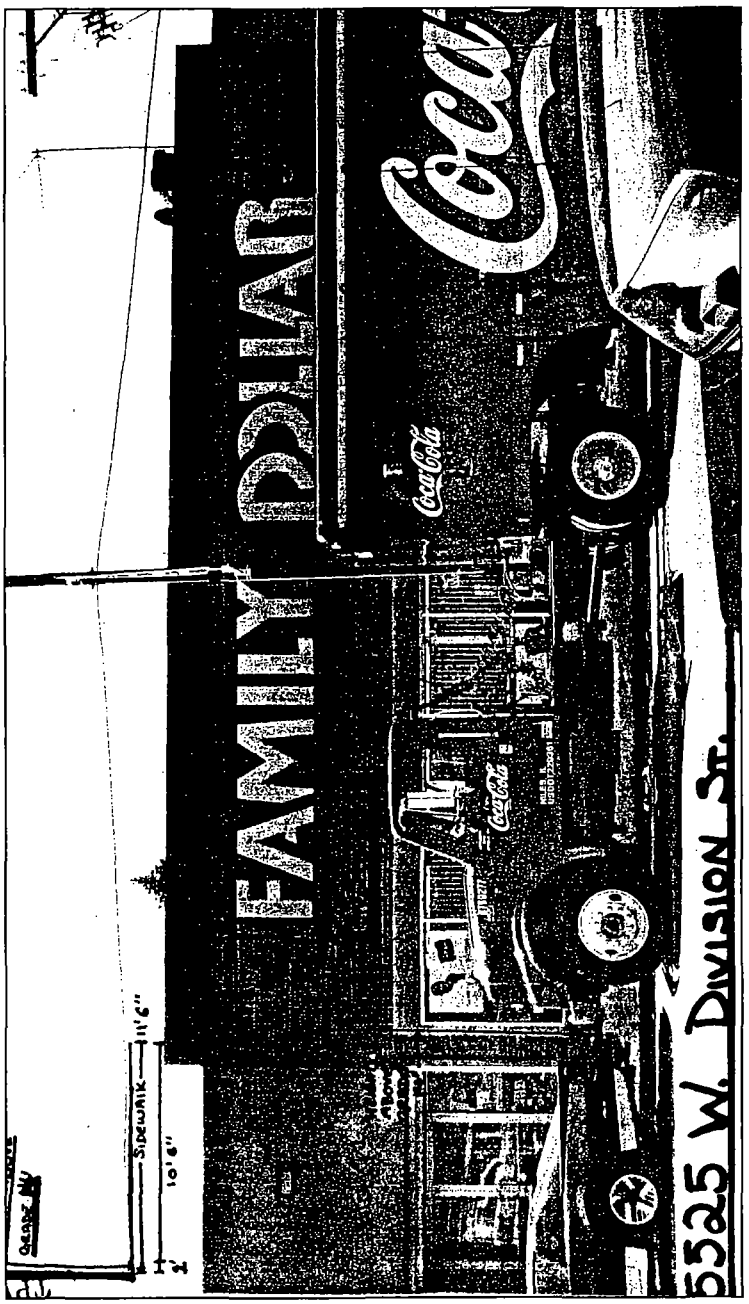
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1063562 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9800 of this *Journal.*]

Ordinance associated with this drawing printed on page 9799 of this *Journal*.



Fantasia Club Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Fantasia Club Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 6211 West Belmont Avenue. Said sign structure measures as follows: along West Belmont Avenue, at three (3) feet in length, three (3) feet in height and eight (8) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

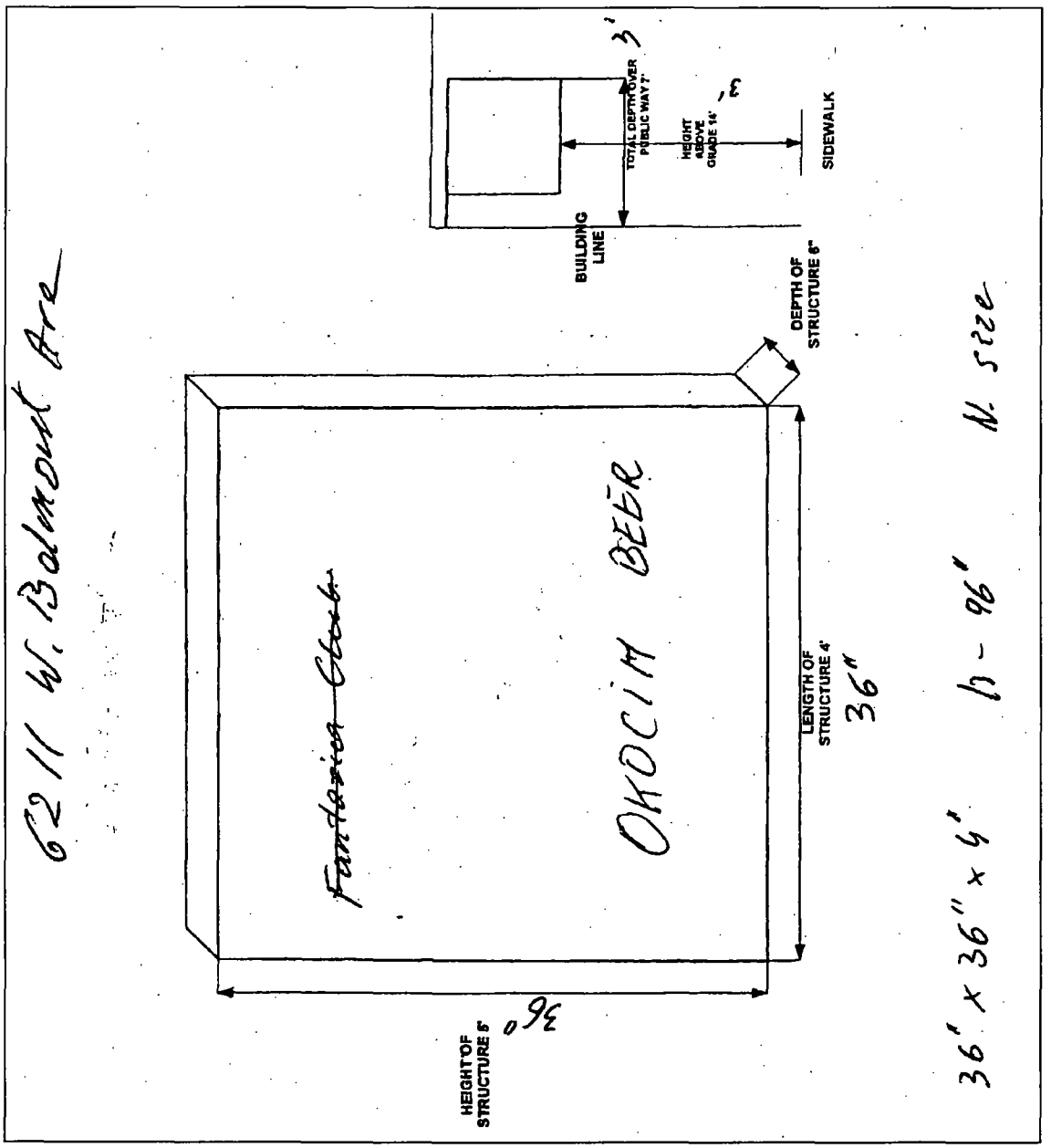
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1066288 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9802 of this *Journal.*]

Ordinance associated with this drawing printed on page 9801 of this *Journal*.



First FM Joint Venture.

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

SECTION 1. Permission and authority are hereby given and granted to First FM Joint Venture, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed, ten (10) existing bollards on the public right-of-way adjacent to its premises known as 21 West Illinois Street. Said bollards shall each have a height of three (3) feet, six (6) inches and six (6) inches in diameter. Bollards are located in the public alley behind 21 -- 27 West Illinois Street to protect building entrances. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Bollards have been constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

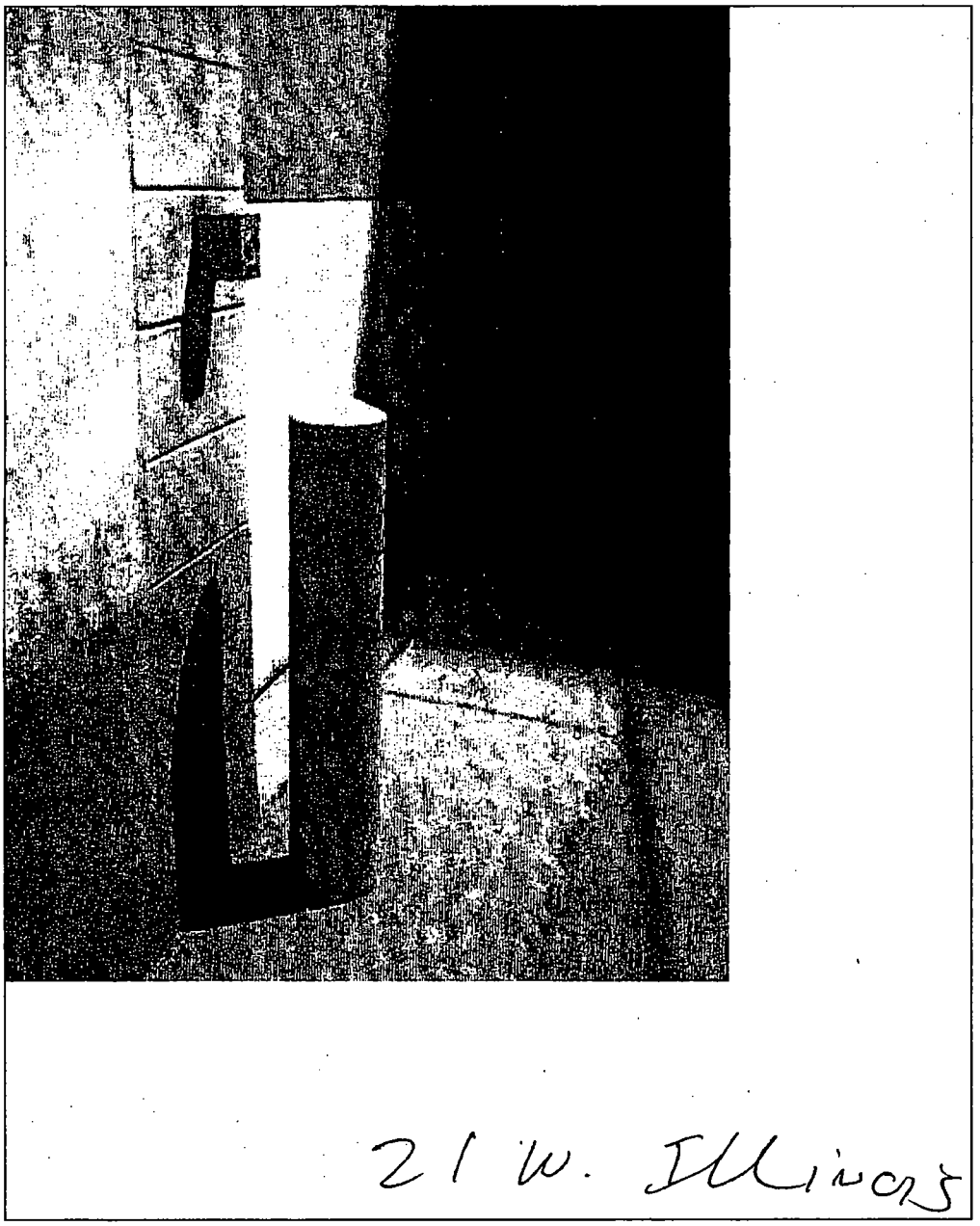
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1063099 herein granted the sum of Seven Hundred Fifty and no/100 Dollars ($750.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after April 16, 2007.

[Drawing referred to in this ordinance printed on page 9804 of this *Journal*.]

Ordinance associated with this drawing printed on page 9803 of this *Journal*.



Floreria Orquidea.

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

SECTION 1. Permission and authority are hereby given and granted to Floreria Orquidea, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 3804 West 26th Street. Said sign shall measure sixteen (16) feet in length, four (4) feet in height and shall be ten (10) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

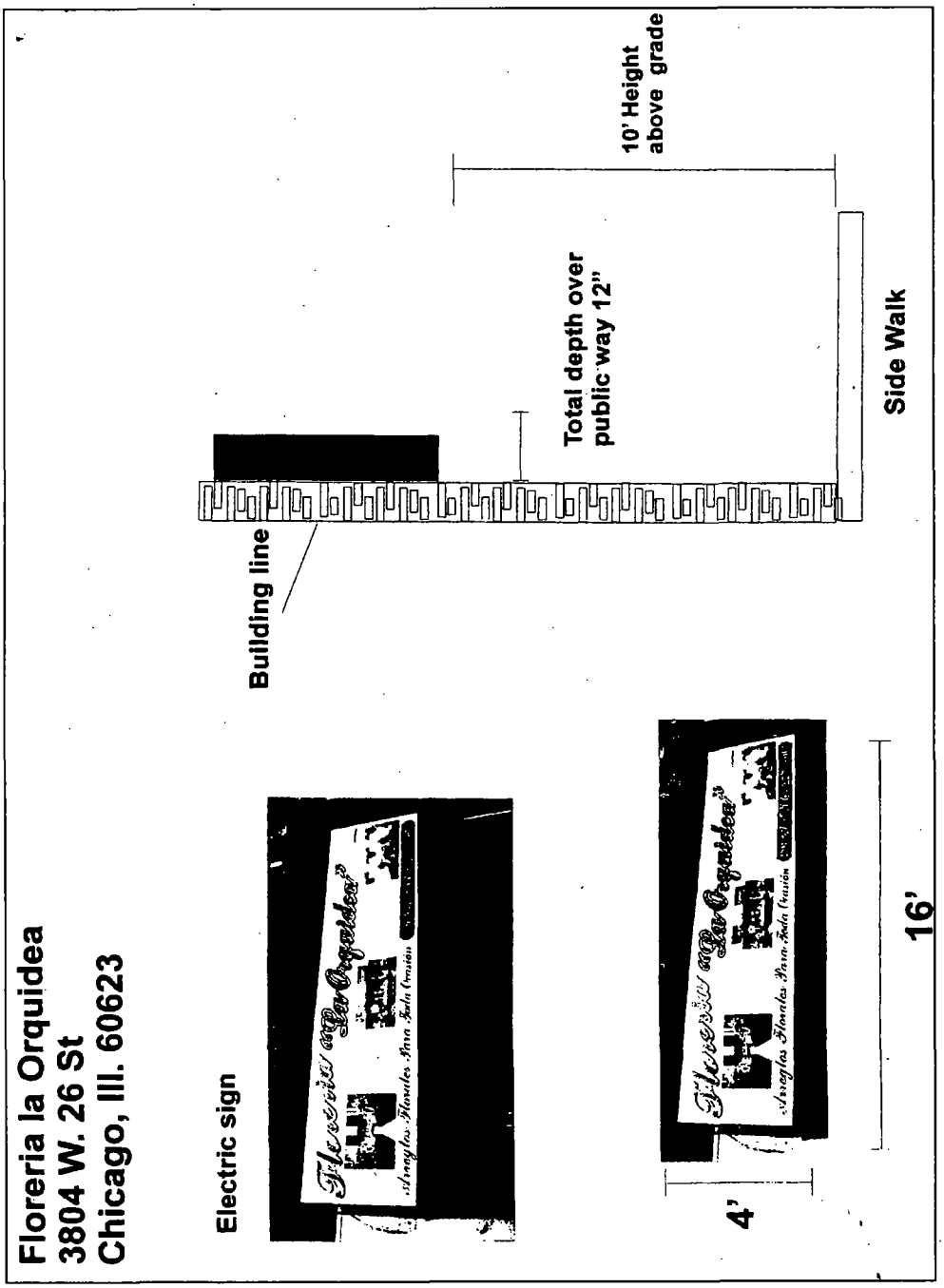
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1062485 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9806 of this *Journal.*]

Ordinance associated with this drawing printed on page 9805 of this *Journal*.



Follia.

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

SECTION 1. Permission and authority are hereby given and granted to Follia, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) fence on the public right-of-way adjacent to its premises known as 953 West Fulton Market. Said fence shall be twenty-eight (28) feet in length and sixteen-hundredths (.16) feet in width for a total of four and forty-eight hundredths (4.48) square feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

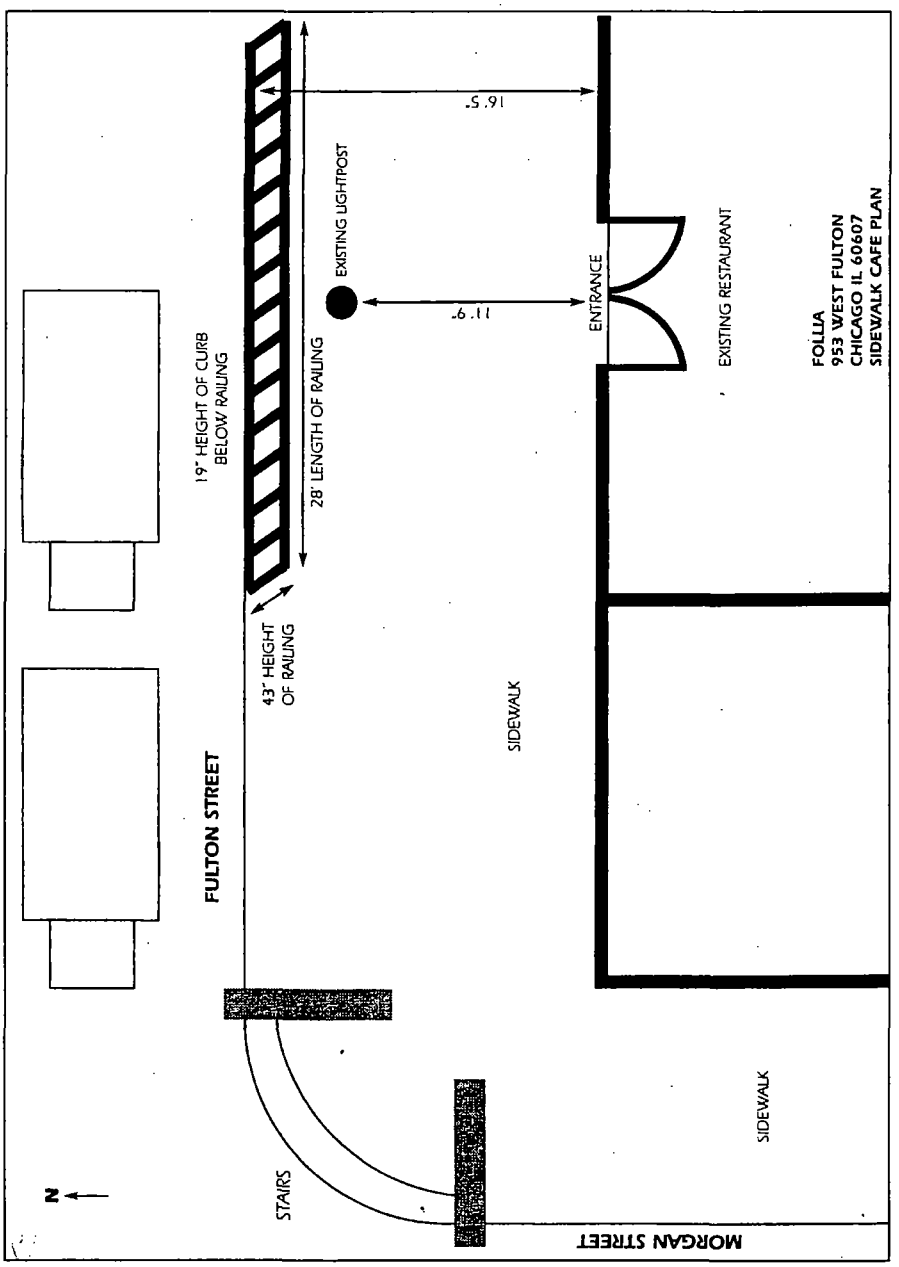
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1061525 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9808 of this *Journal.*]

Ordinance associated with this drawing printed on page 9807 of this *Journal*.



Fragrance Island Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Fragrance Island Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 641 East 79th Street. Said sign structure measures as follows: along East 79th Street, at eighteen (18) feet in length, two and five-tenths (2.5) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

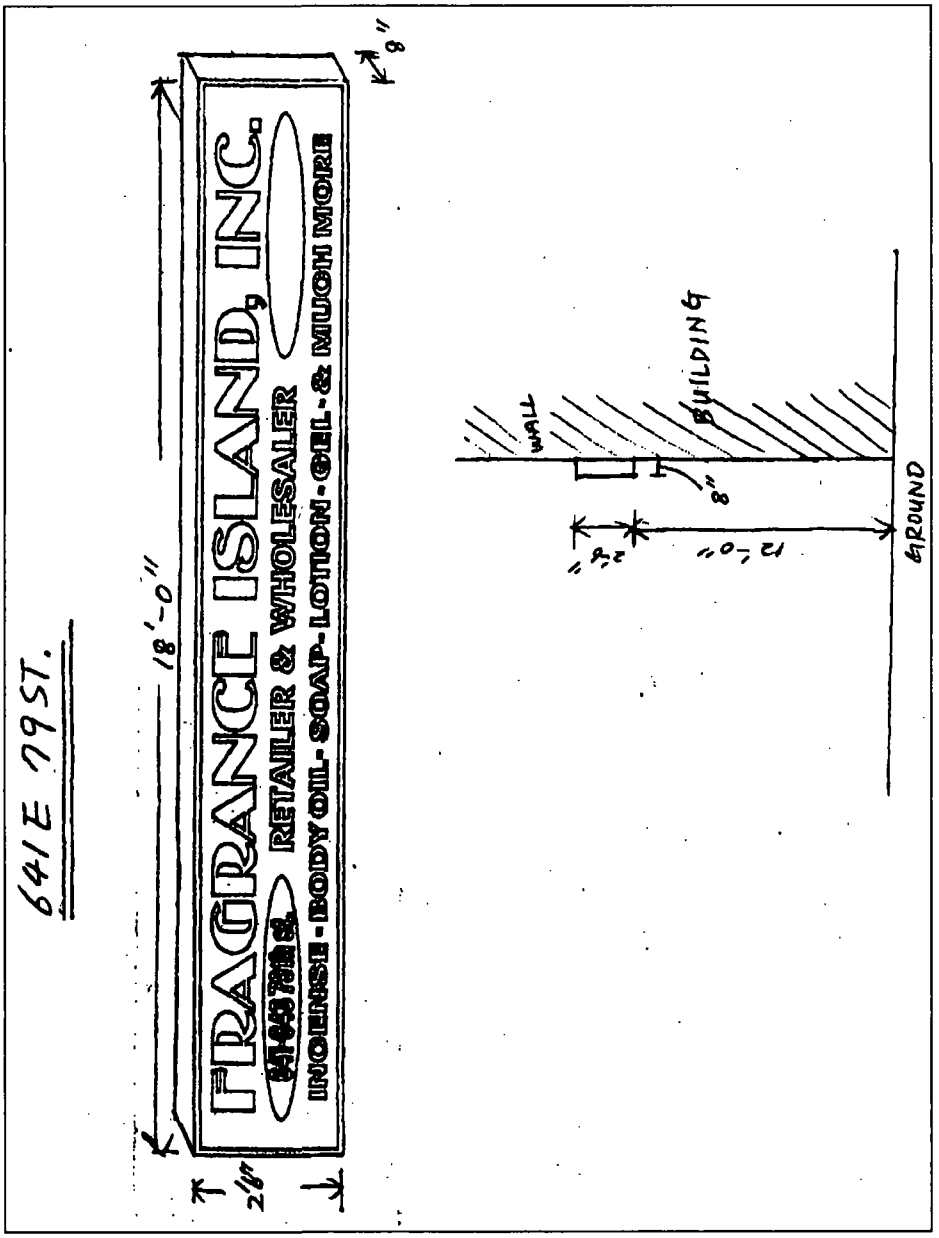
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1062989 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9810 of this *Journal.*]

Ordinance associated with this drawing printed on page 9809 of this *Journal*.



Freedom Auto Depot L.L.C.

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

SECTION 1. Permission and authority are hereby given and granted to Freedom Auto Depot L.L.C., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 6711 South Western Avenue. Said sign structure(s) measures as follows: along South Western Avenue, at eight (8) feet in length, eight (8) feet in height and fourteen (14) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

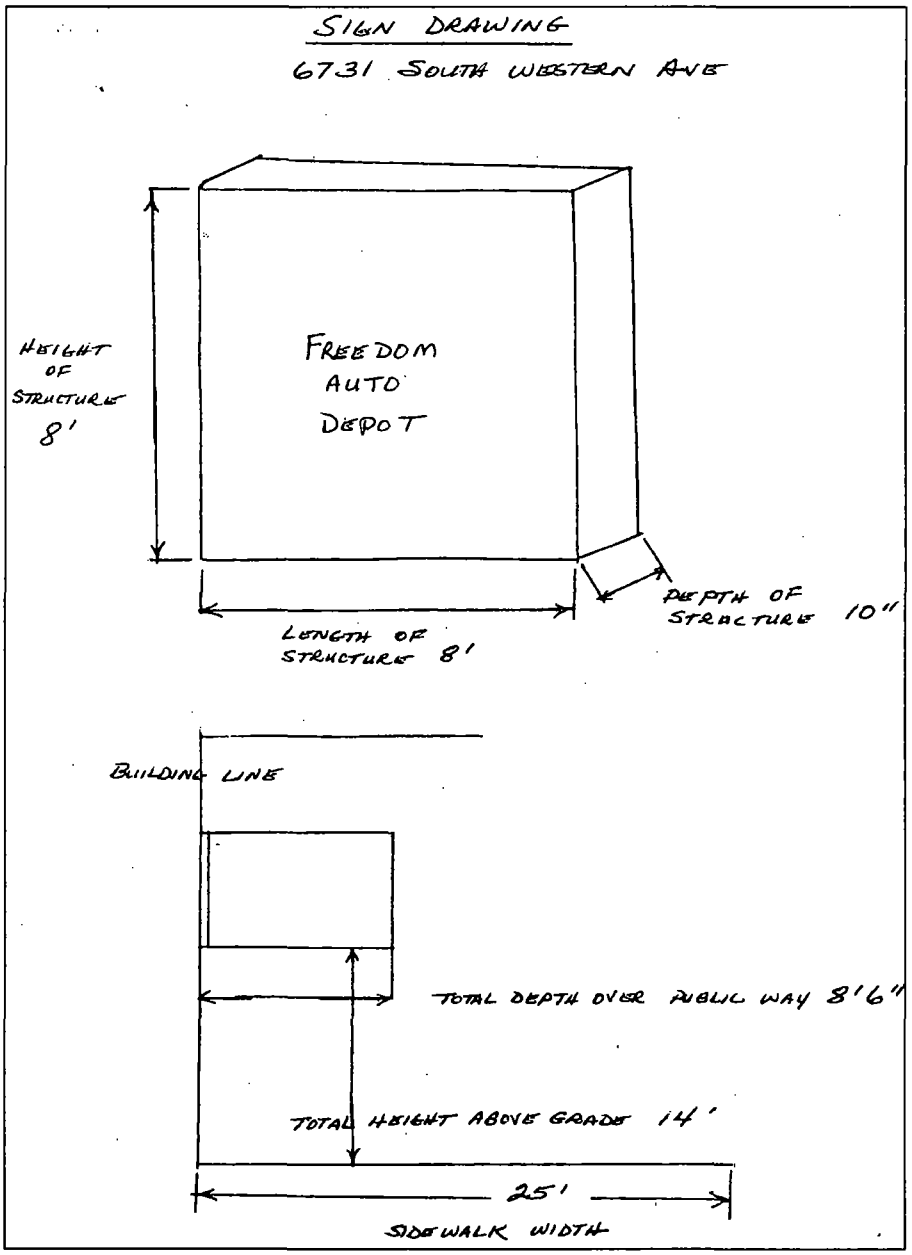
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1065454 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9812 of this *Journal.*]

Ordinance associated with this drawing printed on page 9811 of this *Journal*.



G & R Investments.

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

SECTION 1. Permission and authority are hereby given and granted to G & R Investments, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 558 East 79th Street. Said sign shall be twenty (20) feet in length, twenty-five (25) feet in width and shall be nine (9) feet above grade along East 79th Street. Sign has been constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

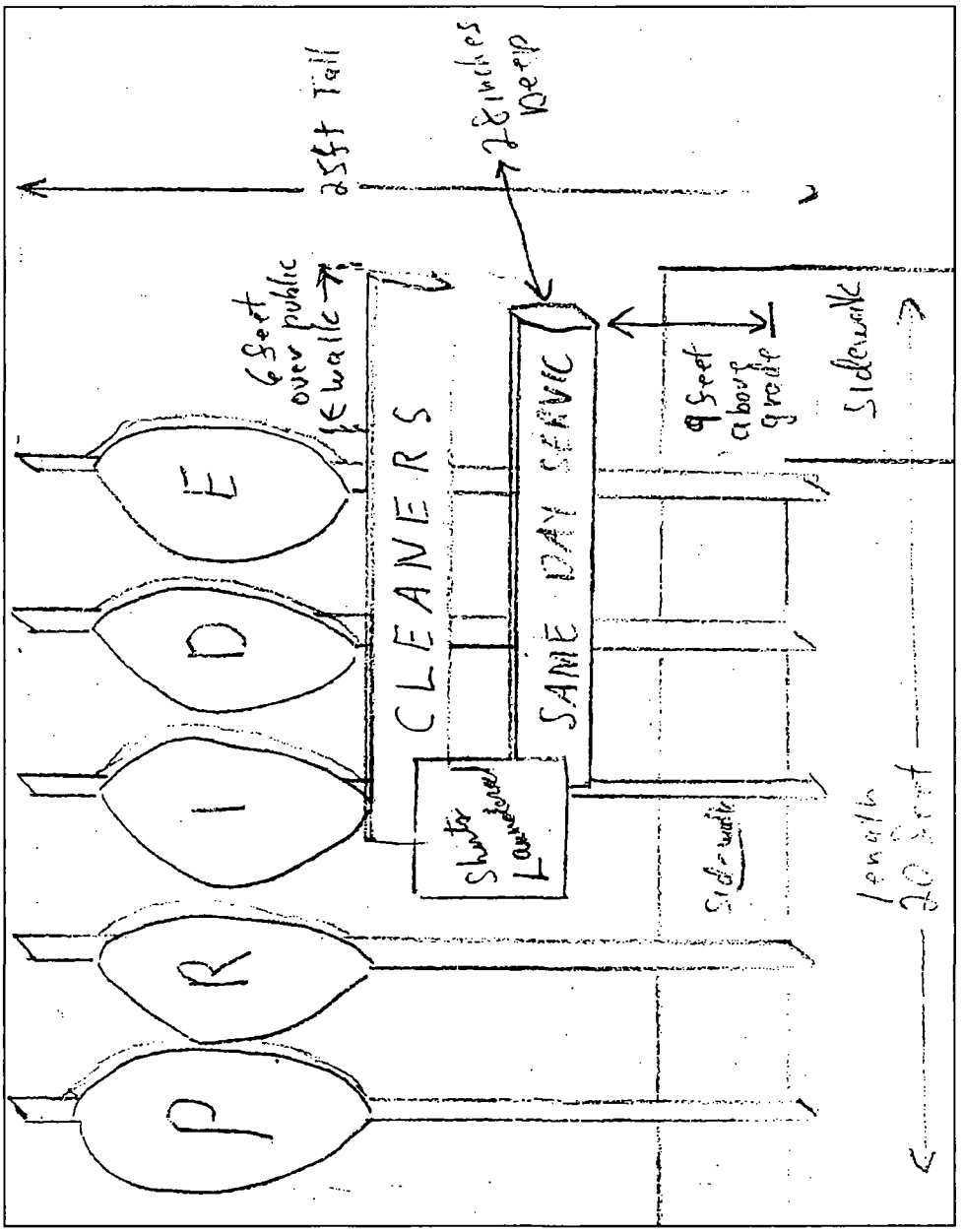
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1062992 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9814 of this *Journal.*]

Ordinance associated with this drawing printed on page 9813 of this *Journal*.



Galewood SLF Associates, L.P.

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

SECTION 1. Permission and authority are hereby given and granted to Galewood SLF Associates, L.P., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use foundation footing under the public right-of-way adjacent to its premises known as 2370 North Newcastle Avenue. Said foundation footings shall be described as follows:

The building foundation footings will cross the property line at north, east and south faces of the building, below grade at a minimum of three (3) feet, three (3) inches to three (3) feet, eight (8) inches to the top of the footing.

Along West Grand Avenue, foundation footing shall measure approximately one hundred forty-four (144) feet in length and one (1) foot in width.

Along North Newcastle Avenue, foundation footing shall measure approximately one hundred seventy (170) feet in length and eleven (11) inches in width.

Along the public alley, foundation footing shall measure one hundred forty-four (144) feet in length and one (1) foot, four (4) inches in width.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Foundation footings shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Department of Planning and Development and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

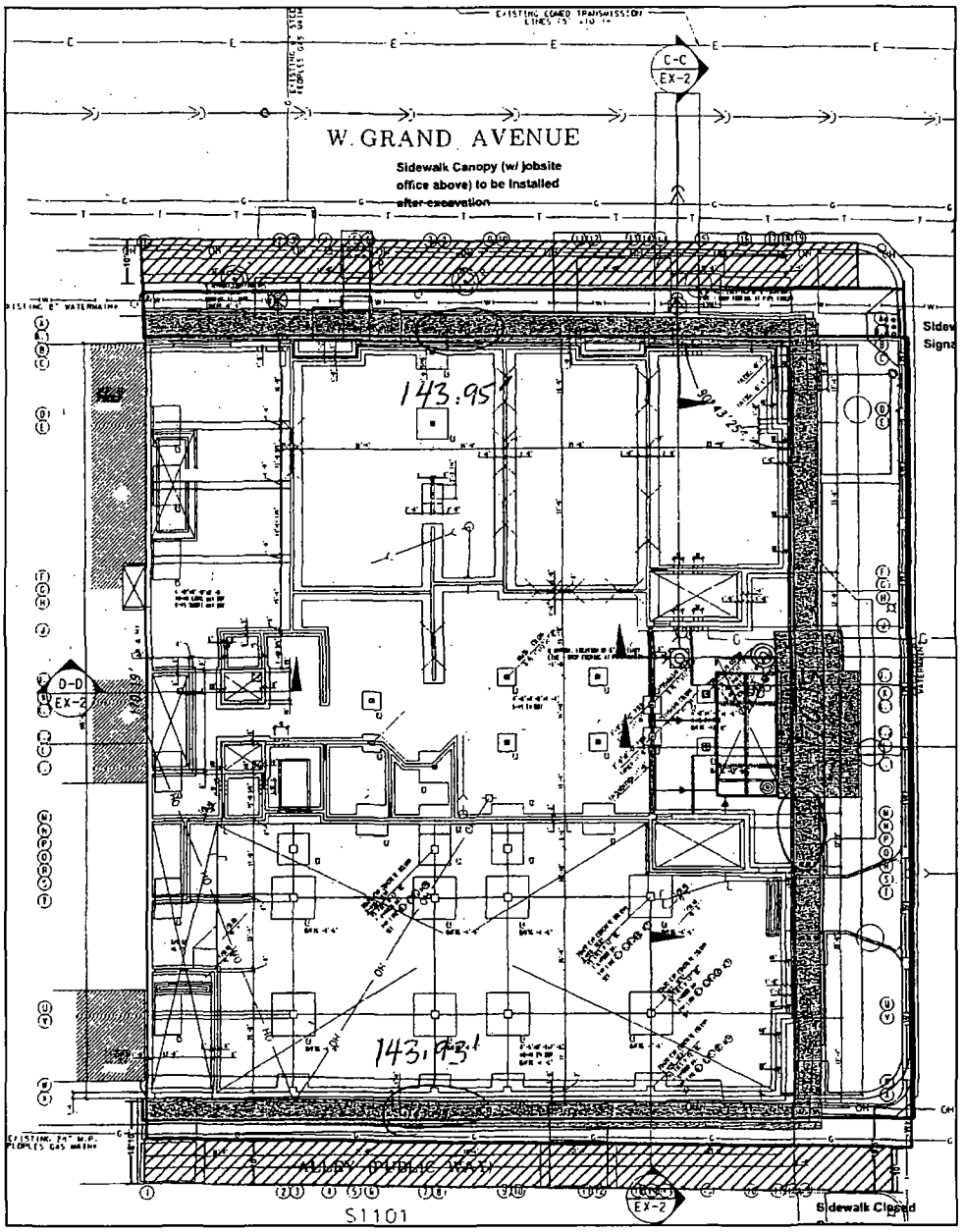
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1064687 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9816 of this *Journal*.]

Ordinance associated with this drawing printed on page 9815 of this *Journal*.



Gas Express Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Gas Express Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 501 West 31st Street. Said sign structure measures as follows: along West 31st Street, at five (5) feet in length, fourteen (14) feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

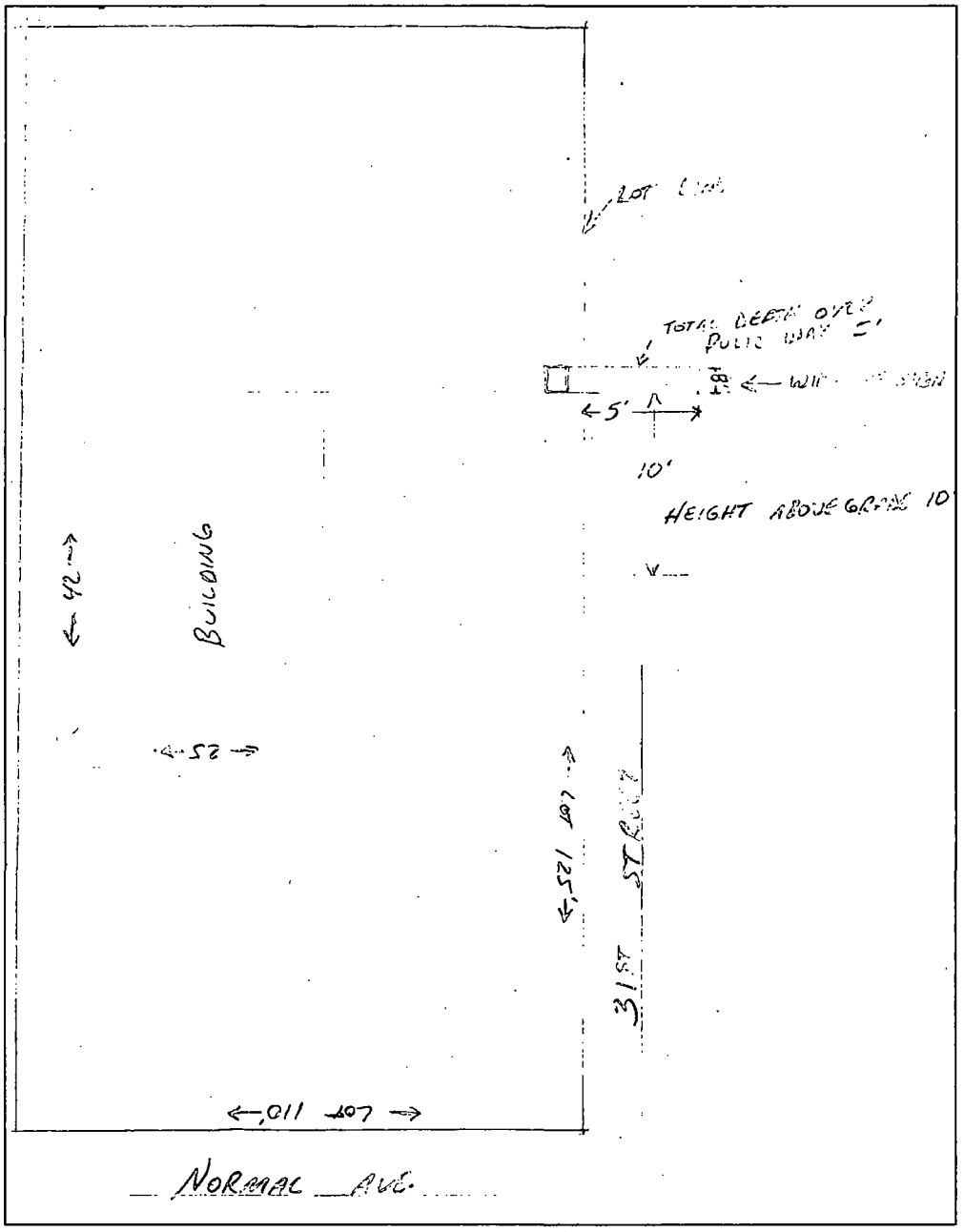
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1062903 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9818 of this *Journal.*]

Ordinance associated with this drawing printed on page 9817 of this *Journal*.



General Lock Company.

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

SECTION 1. Permission and authority are hereby given and granted to General Lock Company, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign over the public right-of-way adjacent to its premises known as 4161 North Milwaukee Avenue. Said sign shall be four (4) feet in length, three (3) feet in width and ten (10) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

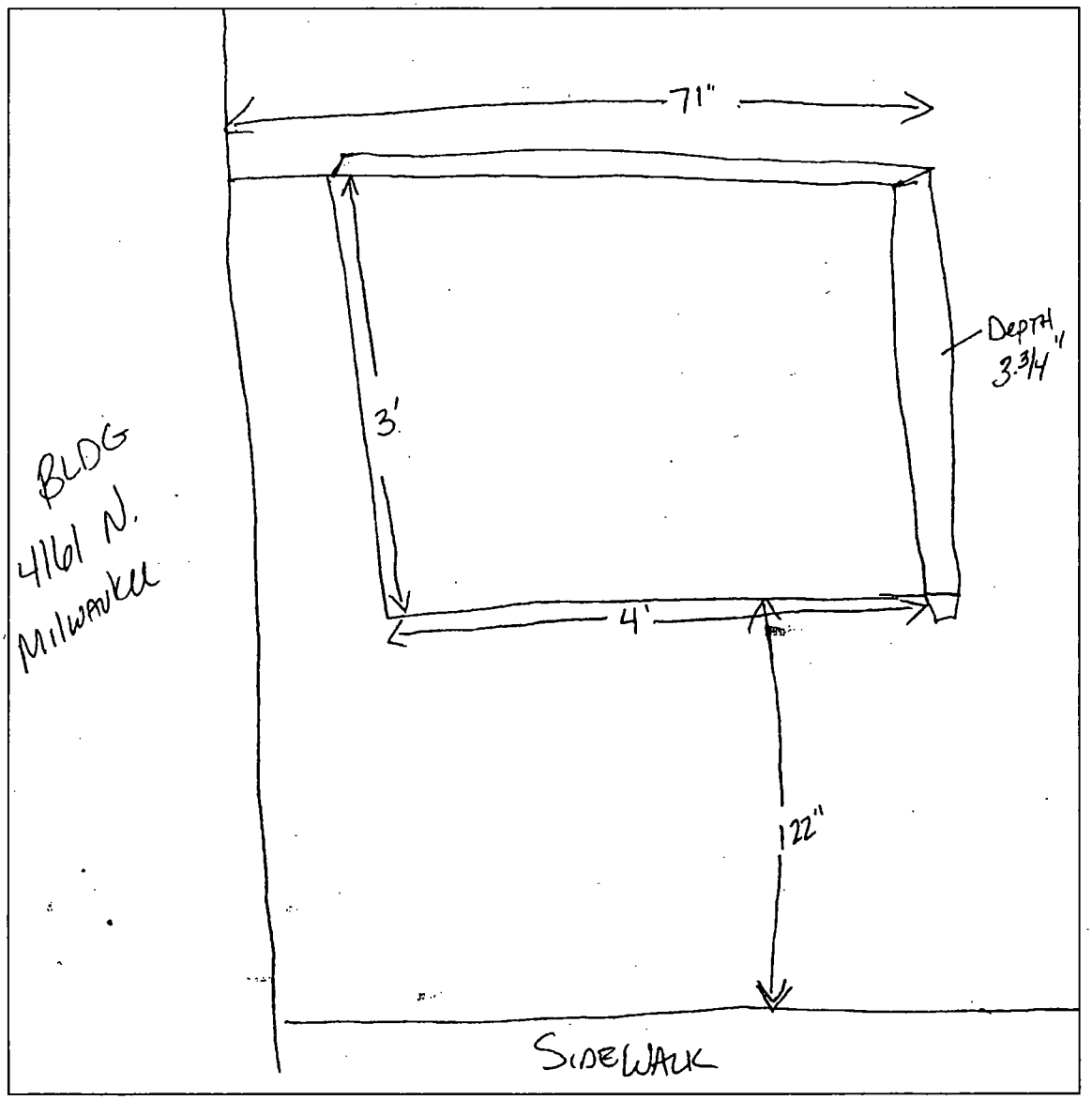
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1062207 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9820 of this *Journal.*]

Ordinance associated with this drawing printed on page 9819 of this *Journal*.



Genesis Computer Corp.

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

SECTION 1. Permission and authority are hereby given and granted to Genesis Computer Corp., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 6513 -- 6515 North Clark Street. Said sign structure measures as follows: along North Clark Street, at six (6) feet in length, four (4) feet in height and thirteen (13) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

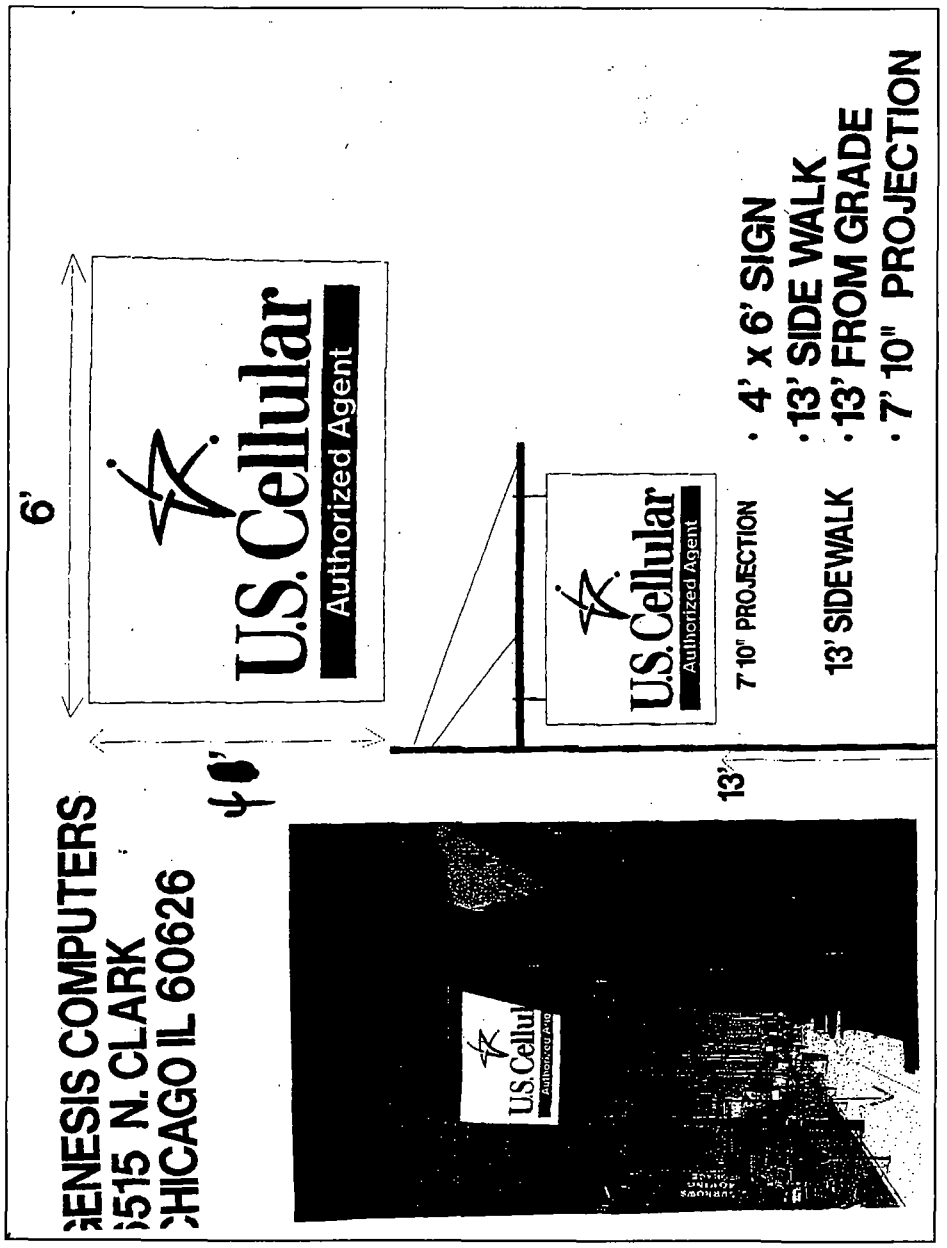
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1066289 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9822 of this *Journal.*]

Ordinance associated with this drawing printed on page 9821 of this *Journal*.



Geno's Pizza.

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

SECTION 1. Permission and authority are hereby given and granted to Geno's Pizza, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 2945 West 59th Street. Said sign structure measures as follows: along West 59th Street, at eight (8) feet in length, six (6) feet in height and eleven and seventy-five hundredths (11.75) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

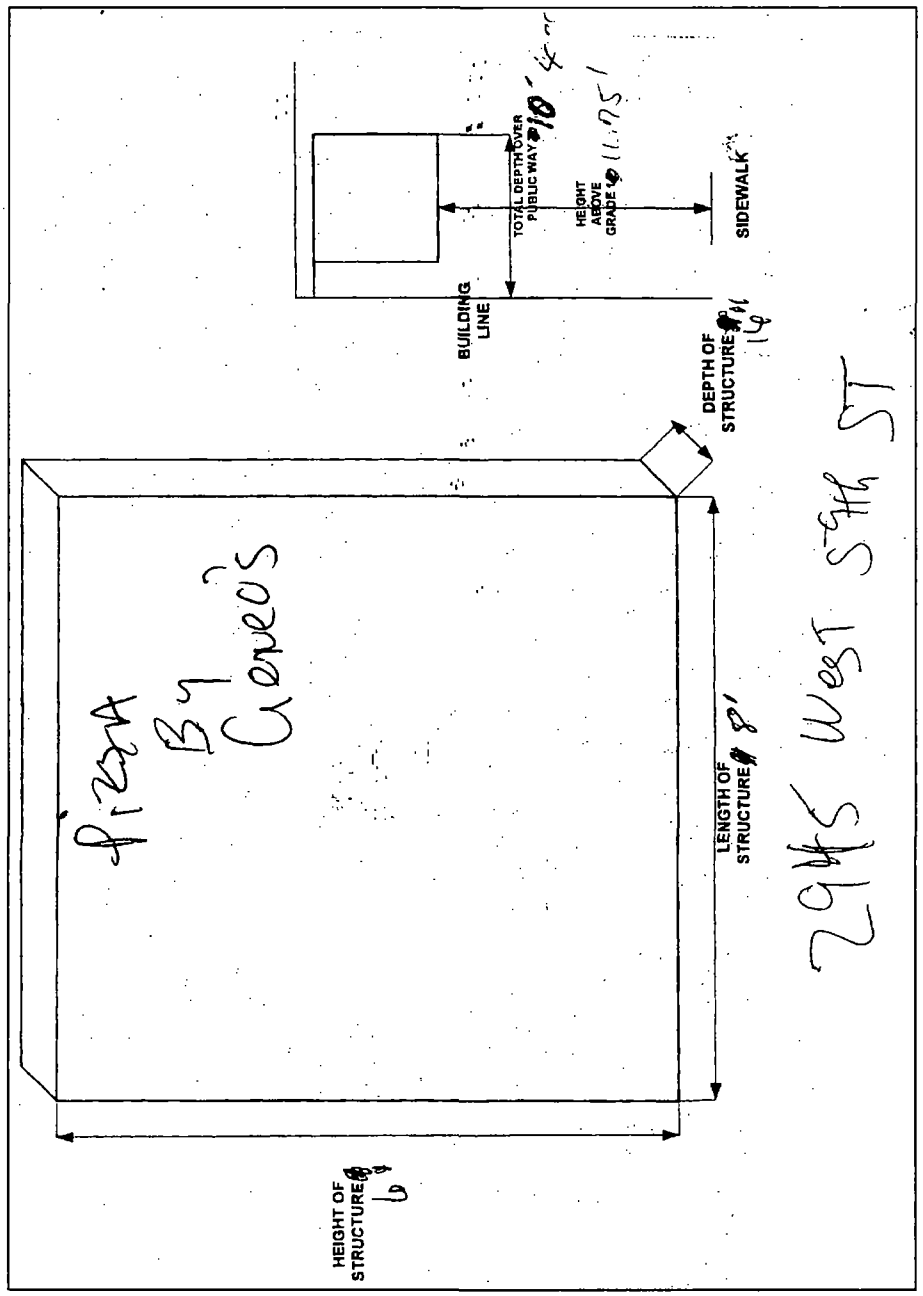
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1066405 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9824 of this *Journal.*]

Ordinance associated with this drawing printed on page 9823 of this *Journal*.



The Gin Mill.

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

SECTION 1. Permission and authority are hereby given and granted to The Gin Mill, upon the terms and subject to the conditions of this ordinance, to maintain and use twelve (12) light fixtures on the public right-of-way adjacent to its premises known as 2462 North Lincoln Avenue. Said light fixtures shall measure as follows: six (6) fixtures shall be three (3) feet in length, five-tenths (.5) foot in width and fifteen (15) feet above grade level; two (2) light fixtures shall be four and four-tenths (4.4) feet in length, five-tenths (.5) foot in width and fifteen (15) feet above grade level; and four (4) light fixtures shall be five-tenths (.5) foot in length, five-tenths (.5) foot in width and fifteen (15) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications and the Department of Streets and Sanitation.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

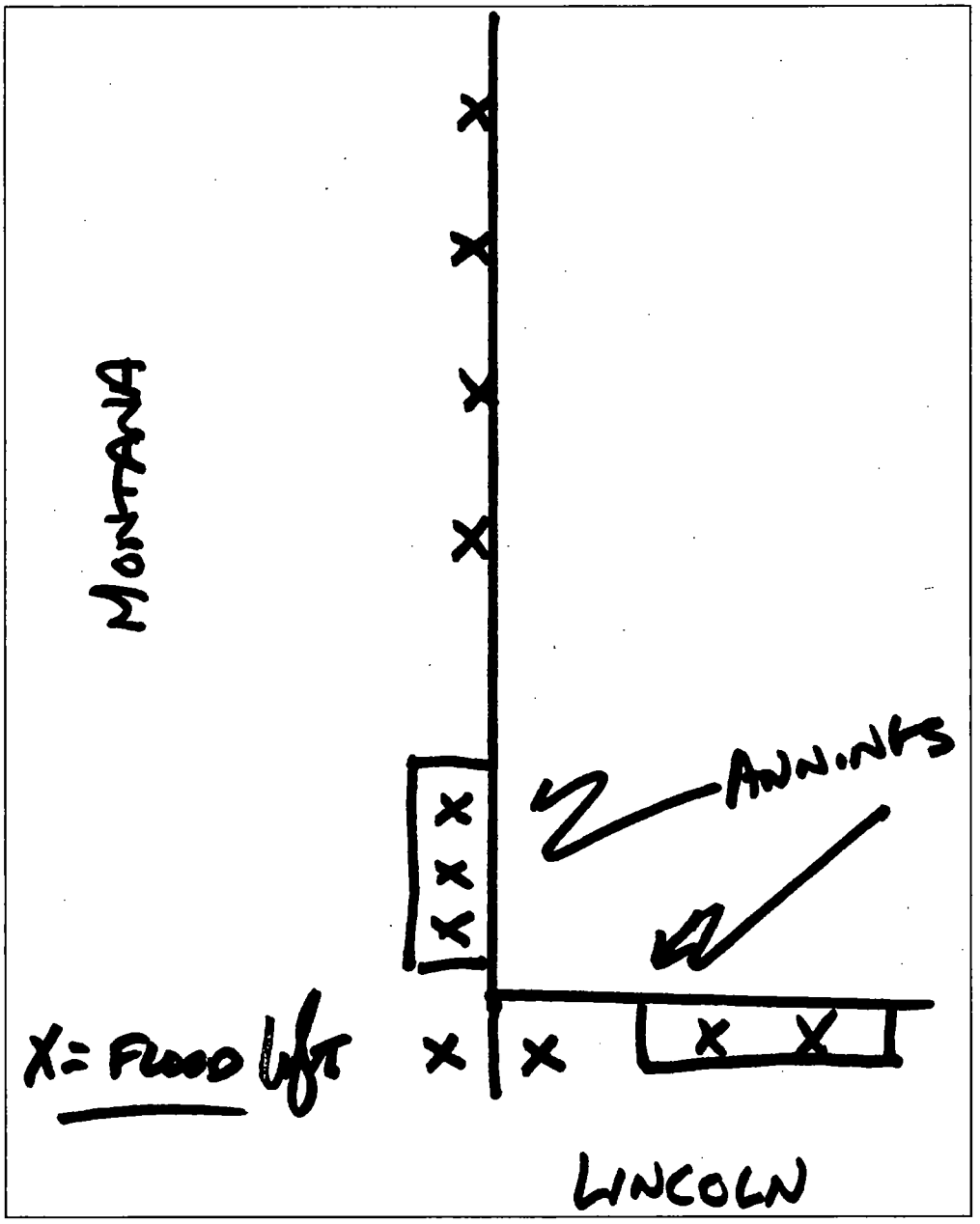
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1062146 herein granted the sum of One Hundred Thirty and no/100 Dollars ($130.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9826 of this *Journal.*]

Ordinance associated with this drawing printed on page 9825 of this *Journal*.



Gino's East Pizzeria.

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

SECTION 1. Permission and authority are hereby given and granted to Gino's East Pizzeria, upon the terms and subject to the conditions of this ordinance, to maintain and use four (4) existing flag poles projecting over the public right-of-way adjacent to its premises known as 160 -- 164 East Superior Street. Existing flag poles are mounted above entrance of building. Flag poles are approximately thirty (30) feet above grade level. Each flag shall measure thirty (30) inches in length, sixty (60) inches in width and is attached to an eight (8) foot pole. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Flag poles have been constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

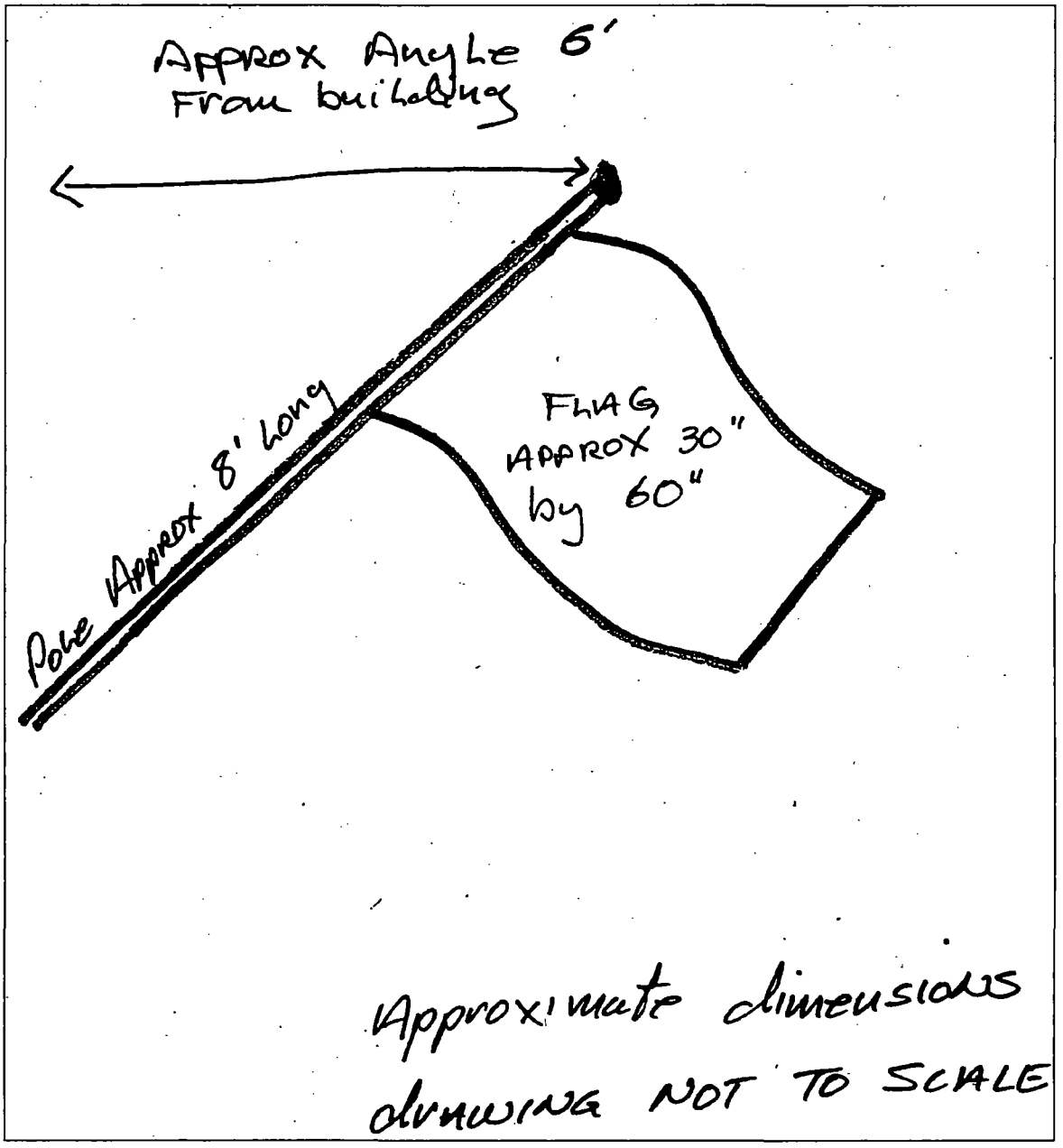
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1062950 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9828 of this *Journal.*]

Ordinance associated with this drawing printed on page 9827 of this *Journal*.



Gold Coast Tickets.

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

SECTION 1. Permission and authority are hereby given and granted to Gold Coast Tickets, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 950 West Addison Street. Said sign structure measures as follows: along West Addison Street, at eight and five-tenths (8.5) feet in length, five and five-tenths (5.5) feet in height and nine and eight-hundredths (9.08) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

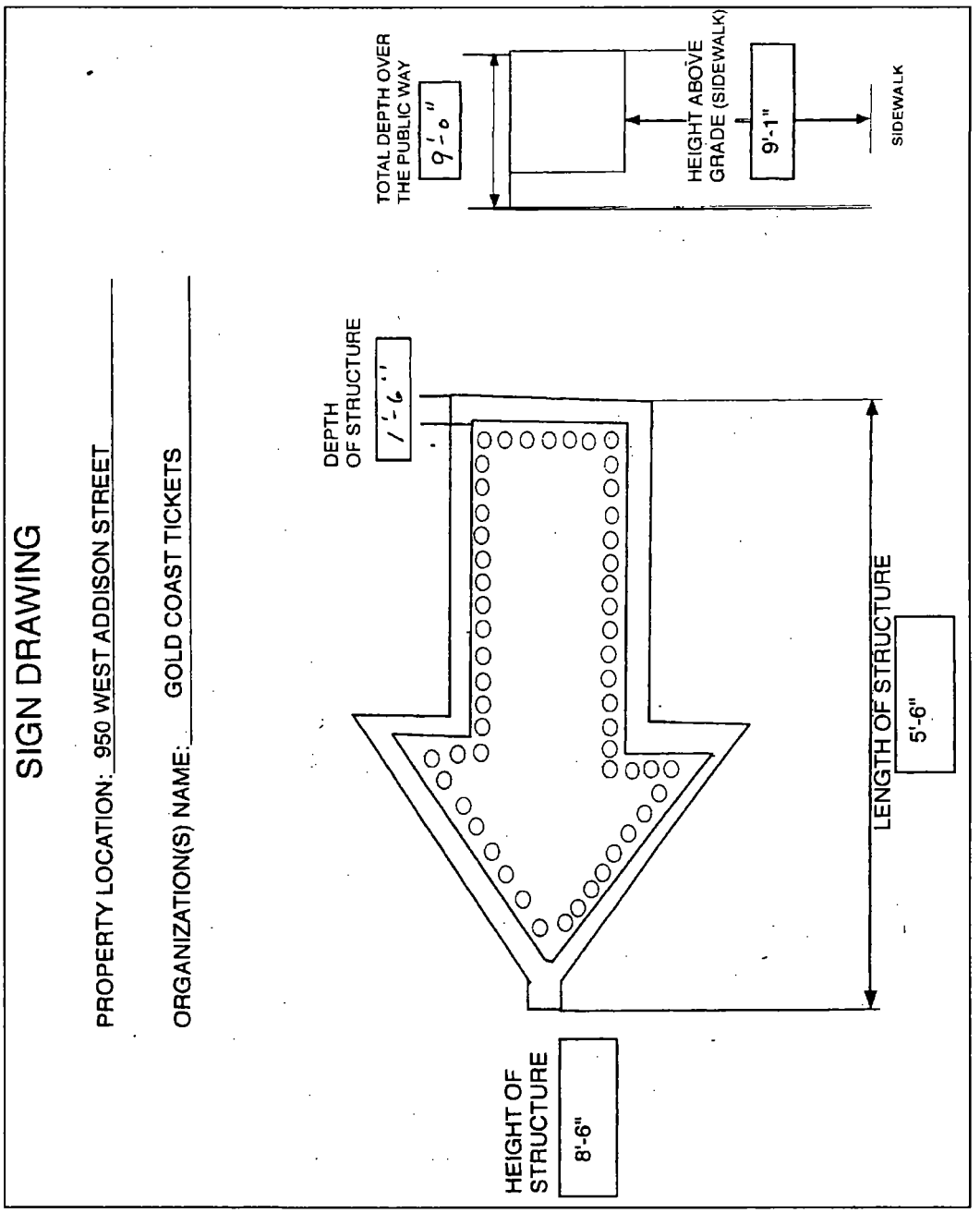
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1066030 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9830 of this *Journal.*]

Ordinance associated with this drawing printed on page 9829 of this *Journal*.



Golden Swan.

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

SECTION 1. Permission and authority are hereby given and granted to Golden Swan, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 5142 West Belmont Avenue. Said sign structure measures as follows: along West Belmont Avenue, at six (6) feet in length, four (4) feet in height and thirteen and five-tenths (13.5) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

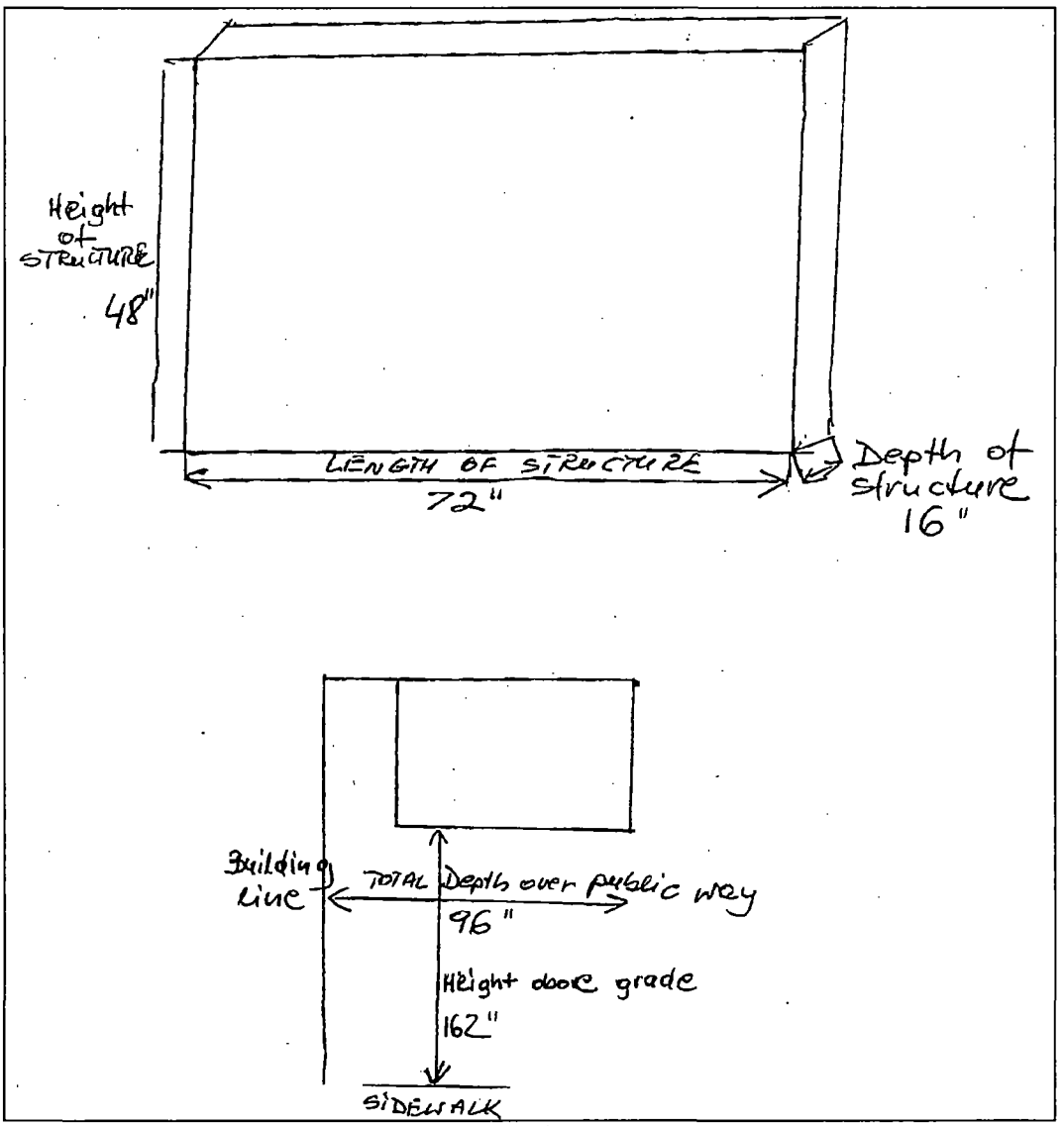
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1064581 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9832 of this *Journal.*]

Ordinance associated with this drawing printed on page 9831 of this *Journal*.



Grand West Motel.

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

SECTION 1. Permission and authority are hereby given and granted to Grand West Motel, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 4925 West Madison Street. Said sign structures measure as follows: along West Madison Street, one (1) at twelve (12) feet in length, eight (8) feet in height and thirteen (13) feet above grade level; and one (1) at three and five-tenths (3.5) feet in length, one (1) foot in height and twelve and five-tenths (12.5) feet above grade level. The location of said privilege shall be as shown on prints hereto attached, which by reference are hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

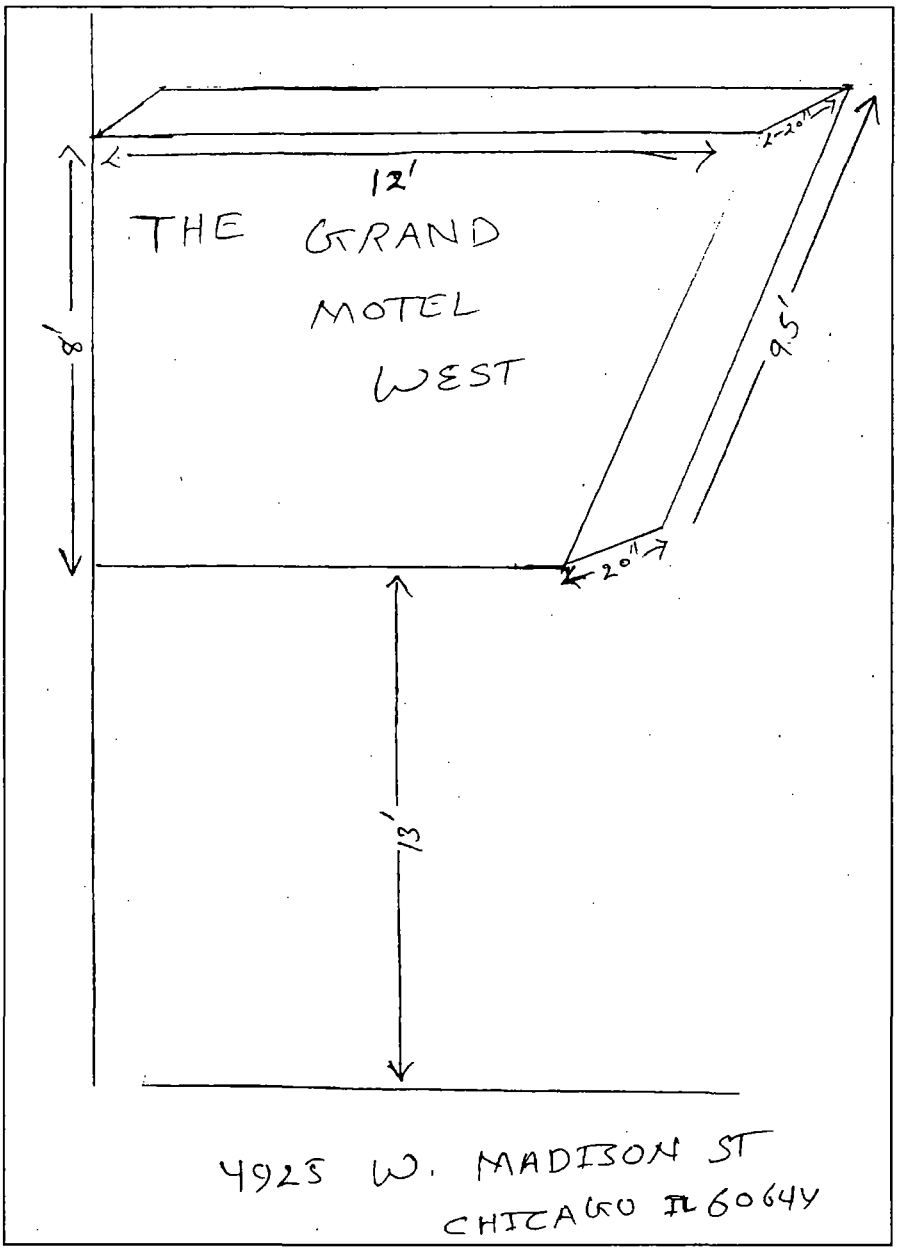
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1065726 herein granted the sum of Six Hundred and no/100 Dollars ($600.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

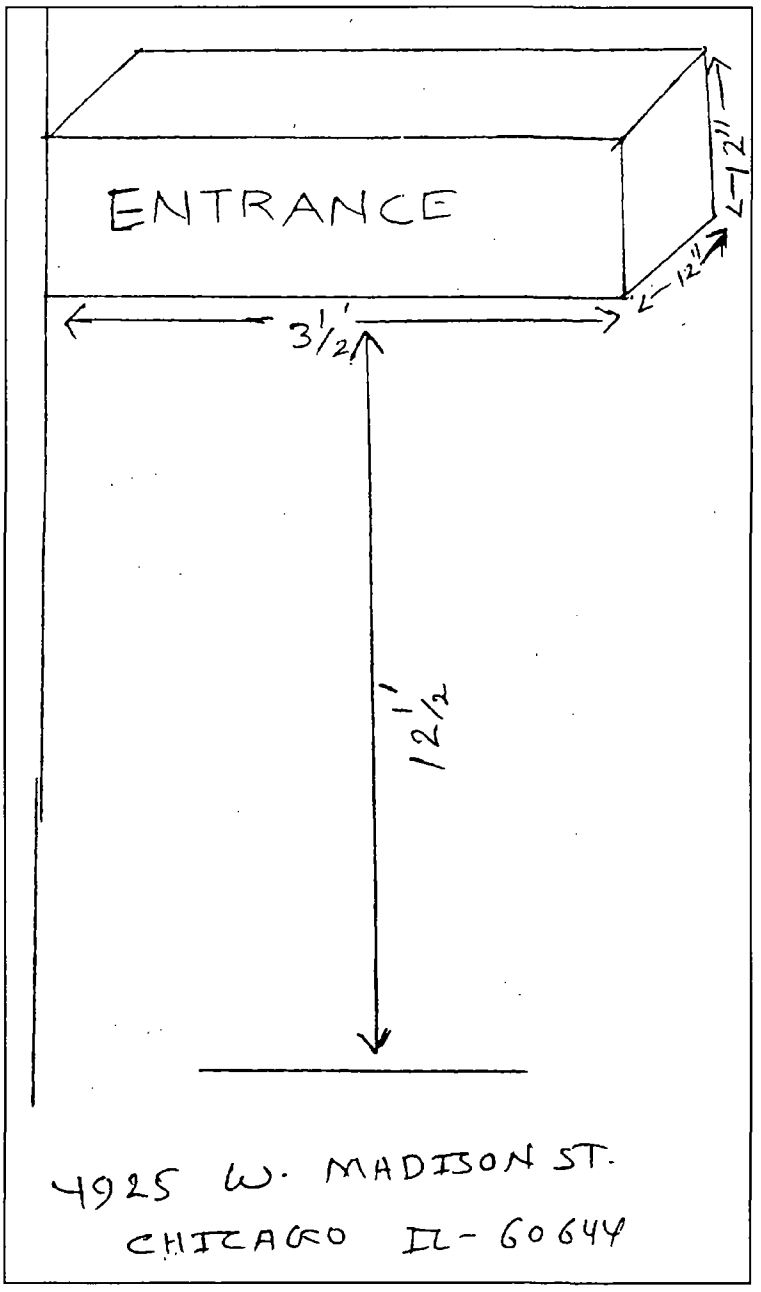
Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawings referred to in this ordinance printed on pages 9834 and 9835 of this *Journal.*]

Ordinance associated with this drawing printed on page 9833 of this *Journal*.



Ordinance associated with this drawing printed on page 9833 of this *Journal*.



Guardian Norridge Pharmacy Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Guardian Norridge Pharmacy Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 7460 West Addison Street. Said sign shall measure six (6) feet in length, four (4) feet in height and shall be fourteen (14) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

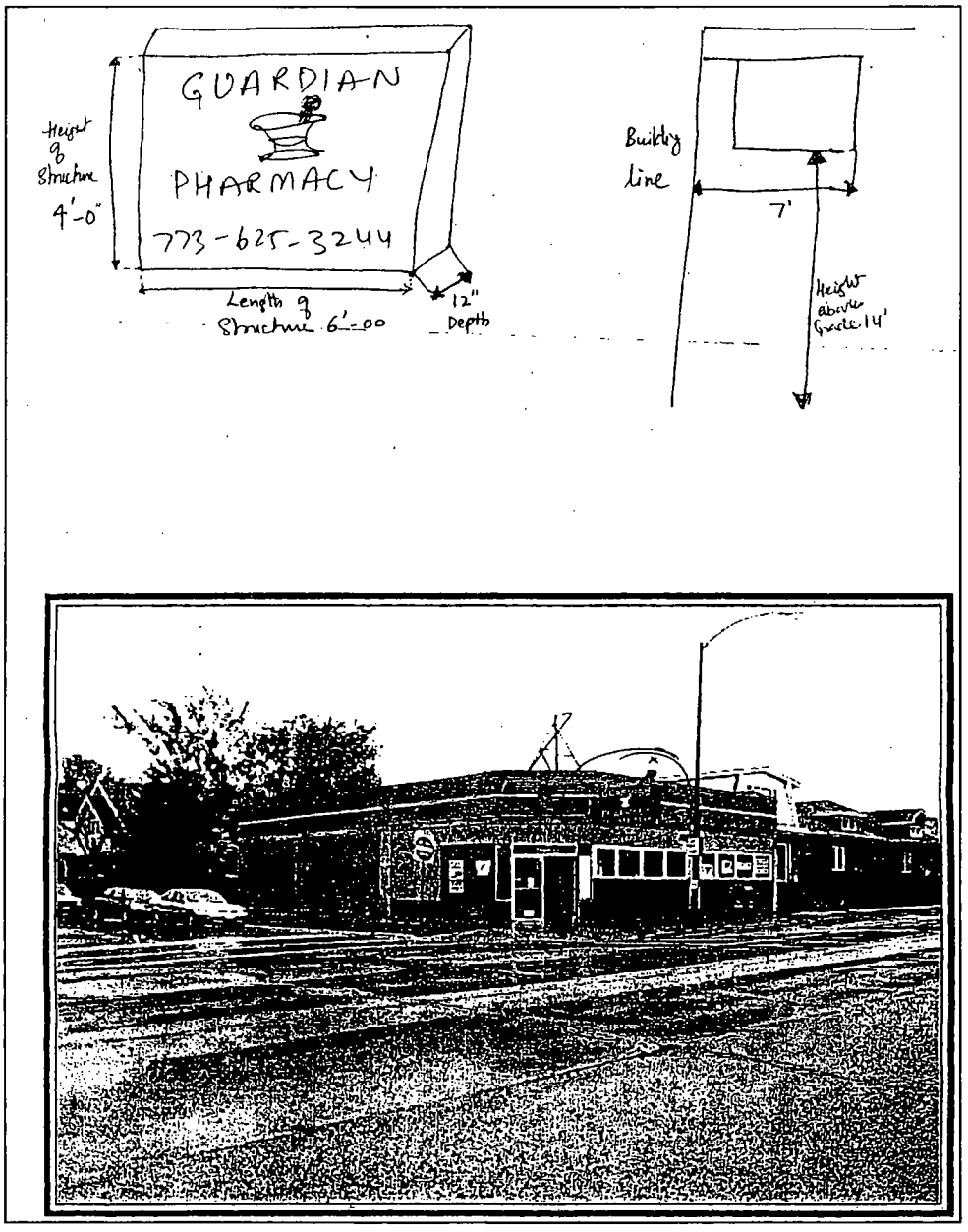
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1062440 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9837 of this *Journal.*]

Ordinance associated with this drawing printed on page 9836 of this *Journal.*



Happy Cake Bakery.

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

SECTION 1. Permission and authority are hereby given and granted to Happy Cake Bakery, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 5855 West Diversey Avenue. Said sign shall be six (6) feet in length, four (4) feet in width and shall be ten (10) feet above grade along West Diversey Avenue. Sign has been constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

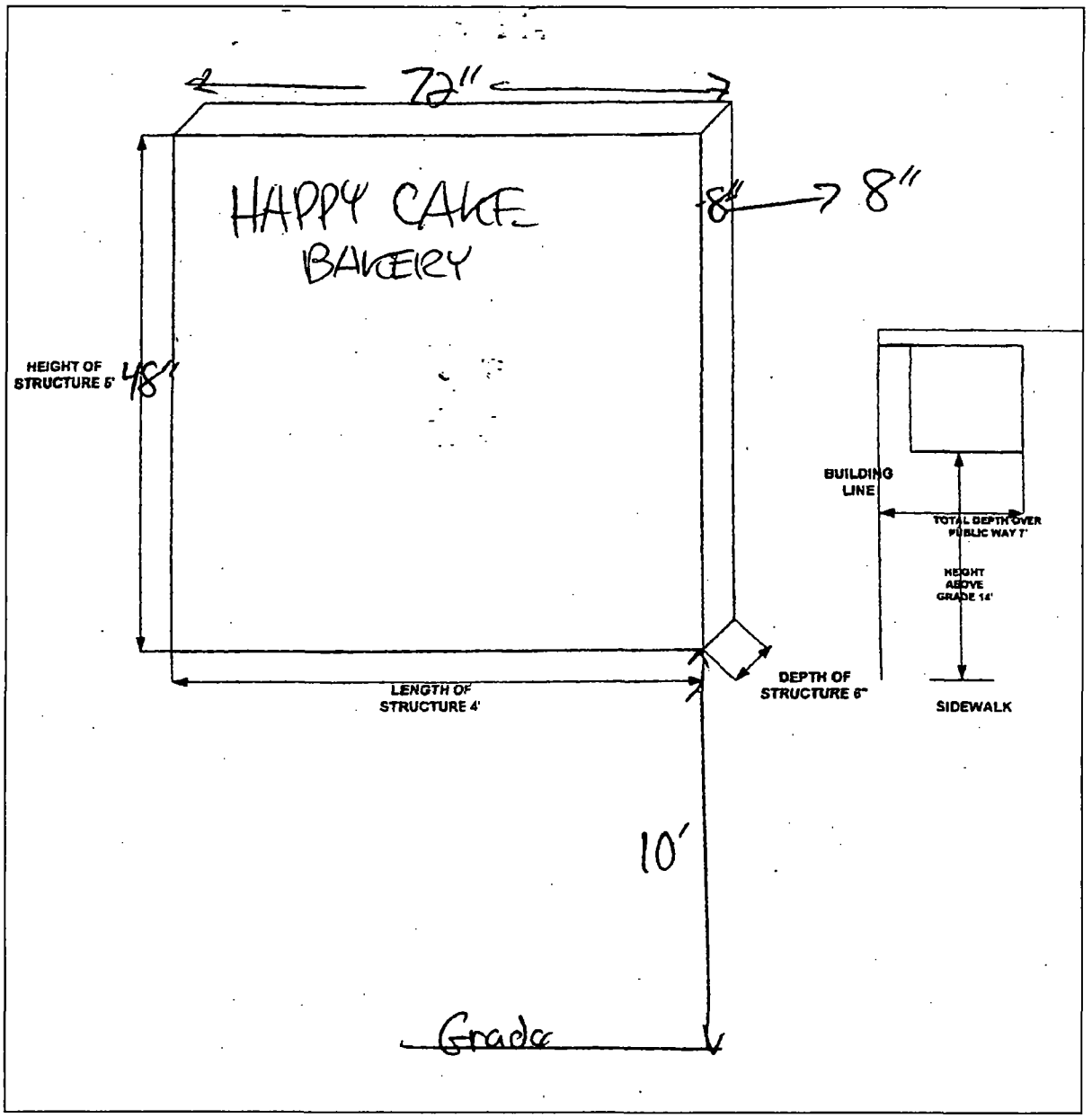
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1064829 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9839 of this *Journal.*]

Ordinance associated with this drawing printed on page 9838 of this *Journal*.



Happy Fish & Chicken Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Happy Fish & Chicken Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 5 -- 7 South Cicero Avenue. Said sign shall measure five (5) feet in length, eight (8) feet in height and shall be sixteen (16) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

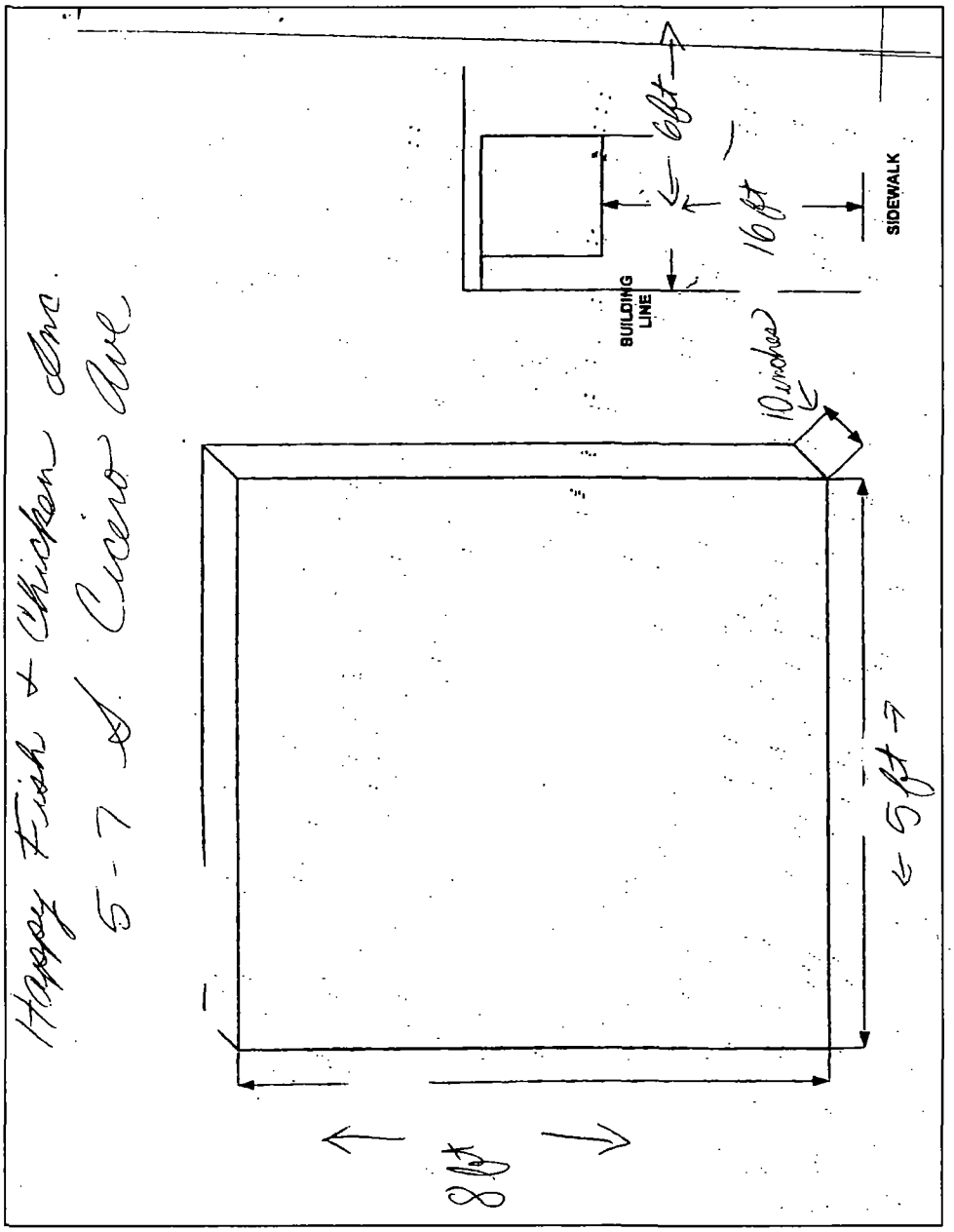
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1063644 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9841 of this *Journal.*]

Ordinance associated with this drawing printed on page 9840 of this *Journal.*



Harold's Chicken.
(Light Fixtures)

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

SECTION 1. Permission and authority are hereby given and granted to Harold's Chicken, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) light fixtures over the public right-of-way adjacent to its premises known as 1361 North Milwaukee Avenue. Said light fixtures shall be two and three-tenths (2.3) feet in length, five-tenths (.5) foot in width and eighteen (18) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications and the Department of Streets and Sanitation.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

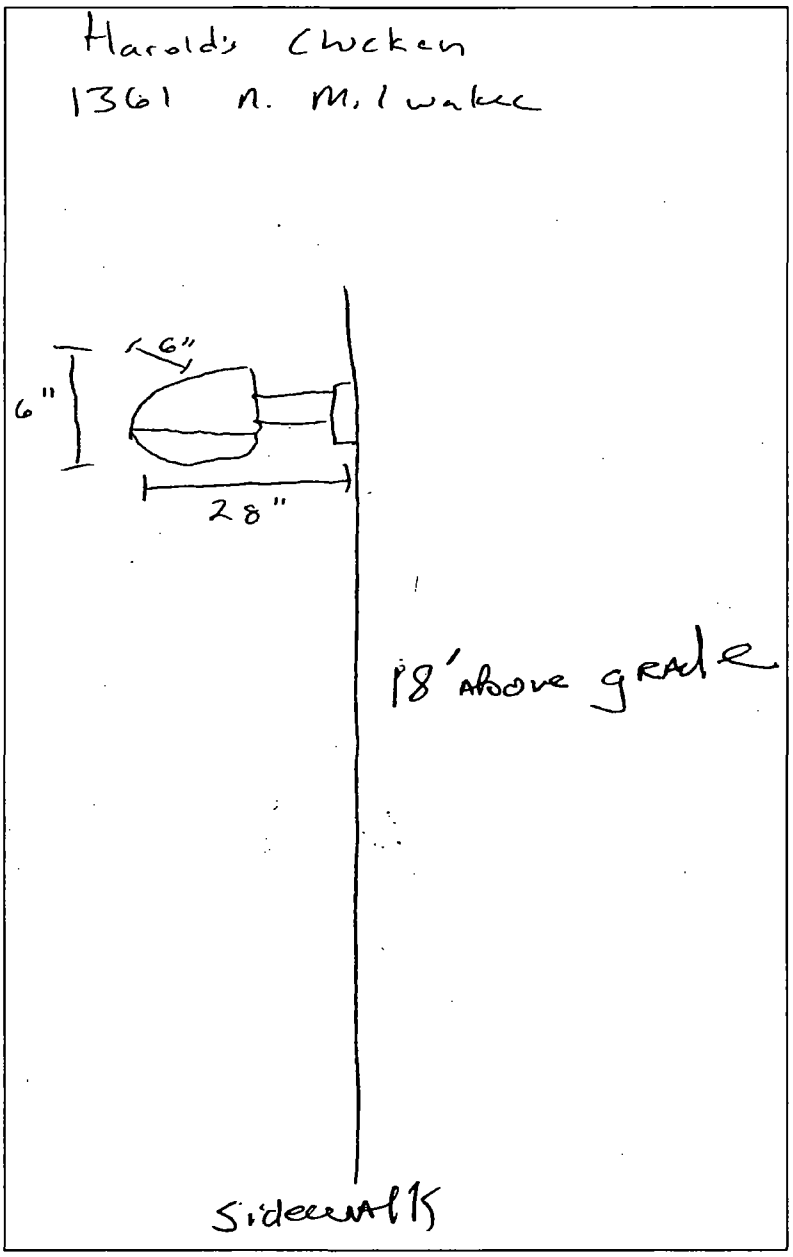
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1062115 herein granted the sum of Eighty and no/100 Dollars ($80.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9843 of this *Journal.*]

Ordinance associated with this drawing printed on page 9842 of this *Journal*.



Harold's Chicken.
(Sign)

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

SECTION 1. Permission and authority are hereby given and granted to Harold's Chicken, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign over the public right-of-way adjacent to its premises known as 1361 North Milwaukee Avenue. Said sign shall be eight (8) feet in length, five (5) feet in width and fourteen (14) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

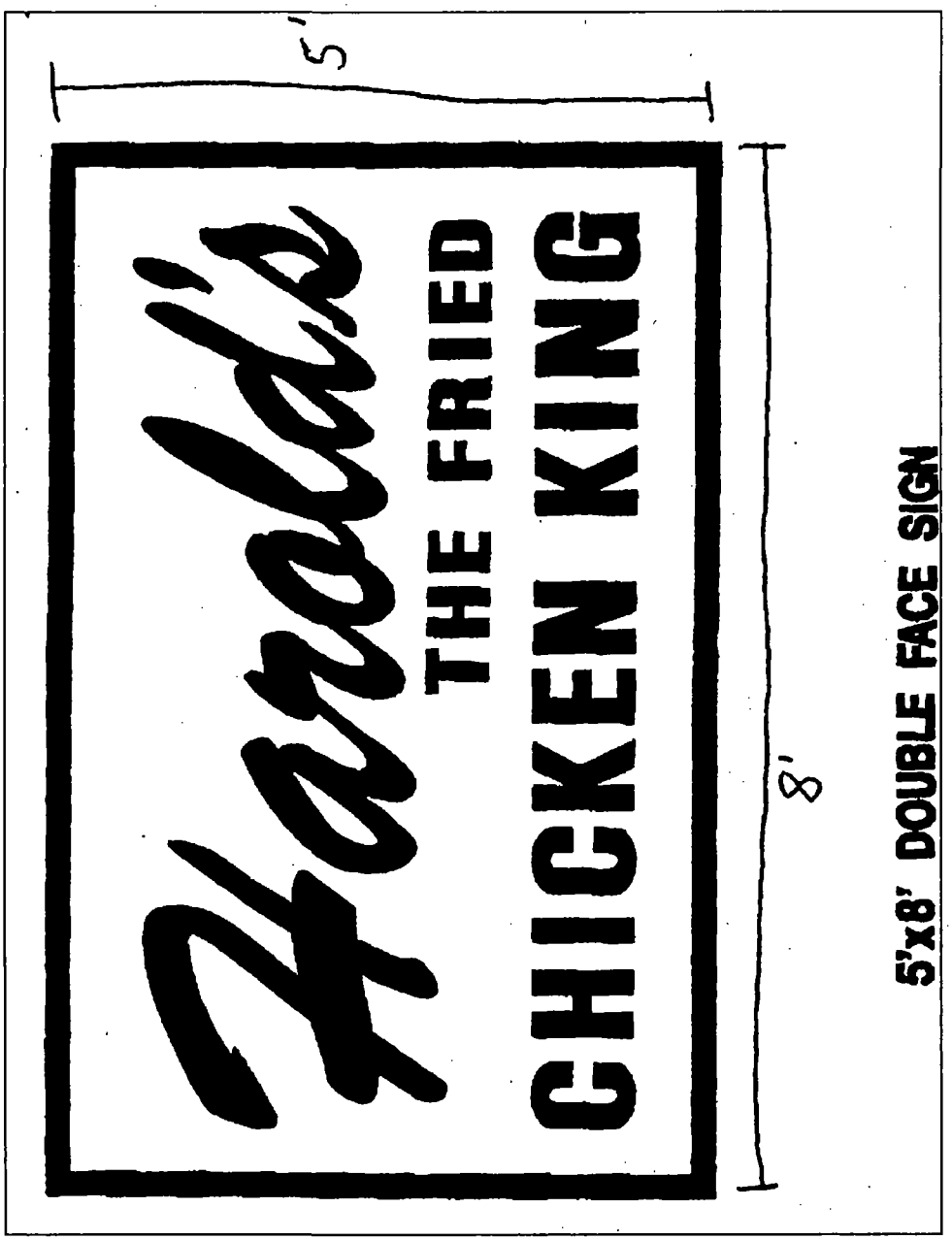
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1062201 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9845 of this *Journal.*]

Ordinance associated with this drawing printed on page 9844 of this *Journal.*



The Heritage At Millennium Park L.L.C.

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

SECTION 1. Permission and authority are hereby given and granted to The Heritage at Millennium Park L.L.C., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) existing sculpture on the public right-of-way adjacent to its premises known as 130 North Garland Court. Said sculpture shall measure six (6) feet, six (6) inches in length and seven (7) feet in width. Sculpture is located along East Randolph Street, forty (40) feet in height. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Sculpture has been constructed in accordance with plans and specifications approved by the Department of Transportation, the Department of Planning and Development and the Office of Emergency Management and Communications

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

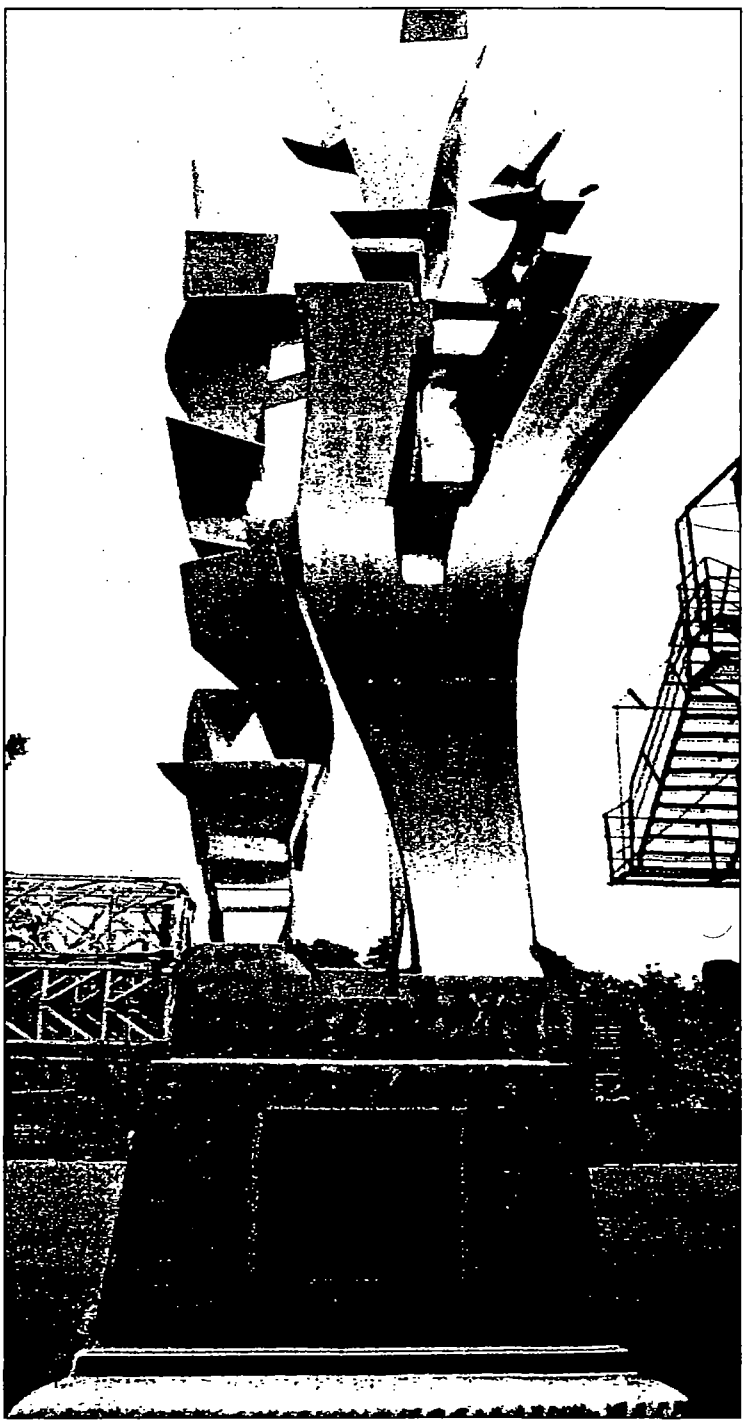
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1063101 herein granted the sum of Nine Hundred Forty-eight and no/100 Dollars ($948.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after May 29, 2007.

[Drawing referred to in this ordinance printed on page 9847 of this *Journal.*]

Ordinance associated with this drawing printed on page 9846 of this *Journal.*



Hook Fish & Chicken.

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

SECTION 1. Permission and authority are hereby given and granted to Hook Fish & Chicken, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign over the public right-of-way adjacent to its premises known as 810 West 59th Street. Said sign shall be six (6) feet in length, eight (8) feet in width and shall be twelve (12) feet above grade along West 59th Street. Sign has been constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

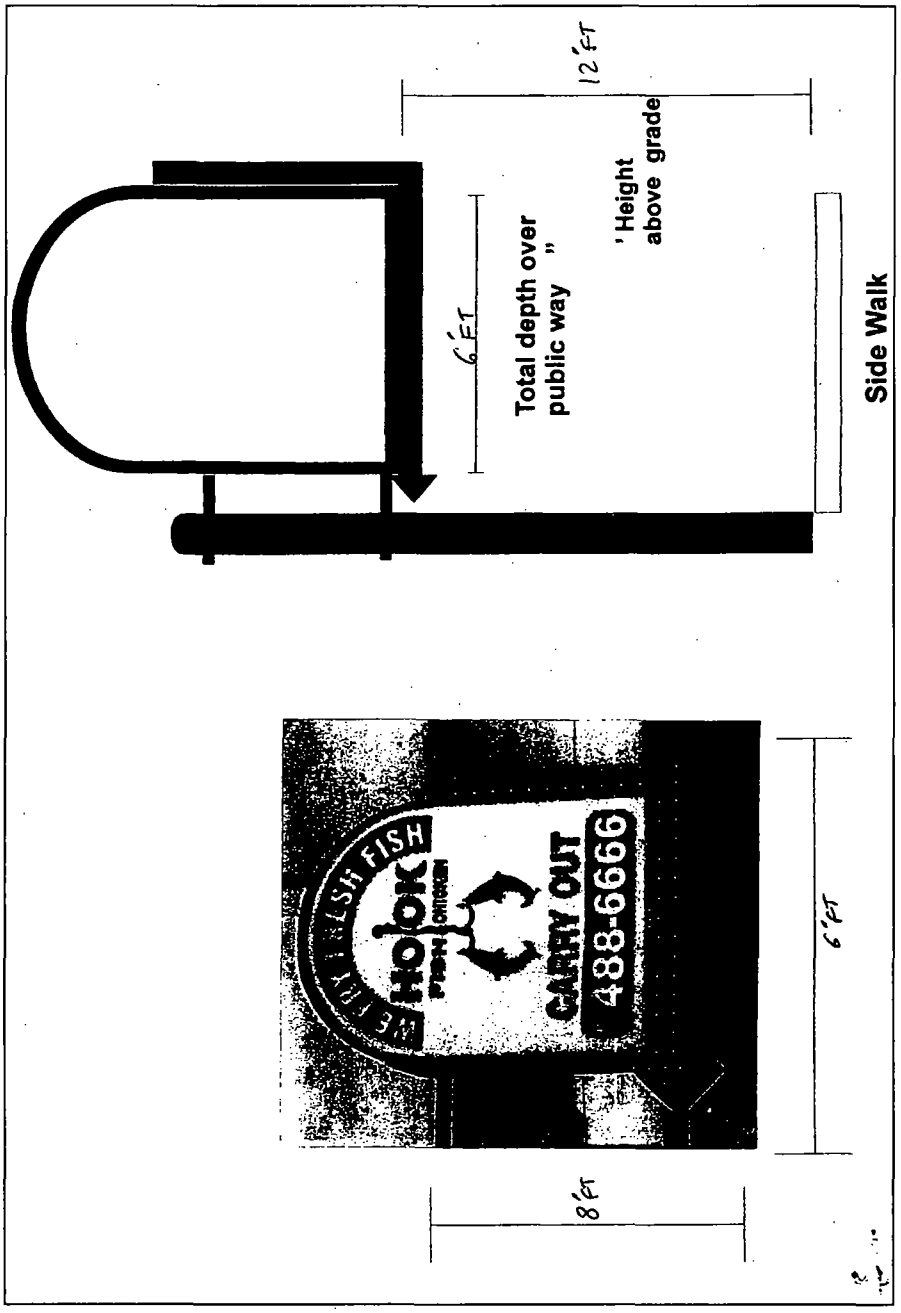
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1063590 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9849 of this *Journal.*]

Ordinance associated with this drawing printed on page 9848 of this *Journal.*



Illinois Home Improvement Corporation.

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

SECTION 1. Permission and authority are hereby given and granted to Illinois Home Improvement Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign over the public right-of-way adjacent to its premises known as 5216 -- 5218 North Elston Avenue. Said sign shall be six (6) feet in length, three (3) feet in width and shall be twelve (12) feet above grade along North Elston Avenue. Sign has been constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

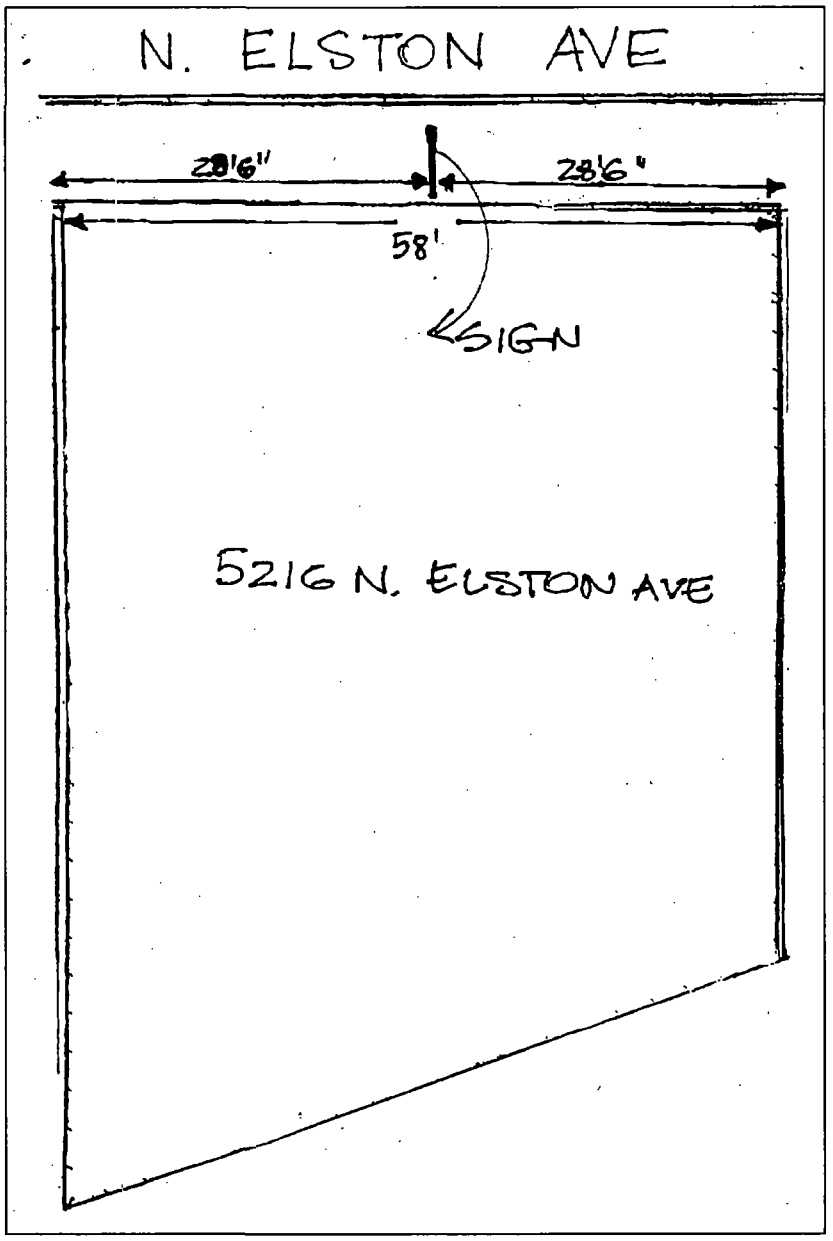
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1065402 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9851 of this *Journal.*]

Ordinance associated with this drawing printed on page 9850 of this *Journal*.



International Historic Films Inc.

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

SECTION 1. Permission and authority are hereby given and granted to International Historic Films Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 3533 South Archer Avenue. Said sign shall measure three and five-tenths (3.5) feet in length, two and sixty-seven hundredths (2.67) feet in height and shall be ten and thirty-three hundredths (10.33) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

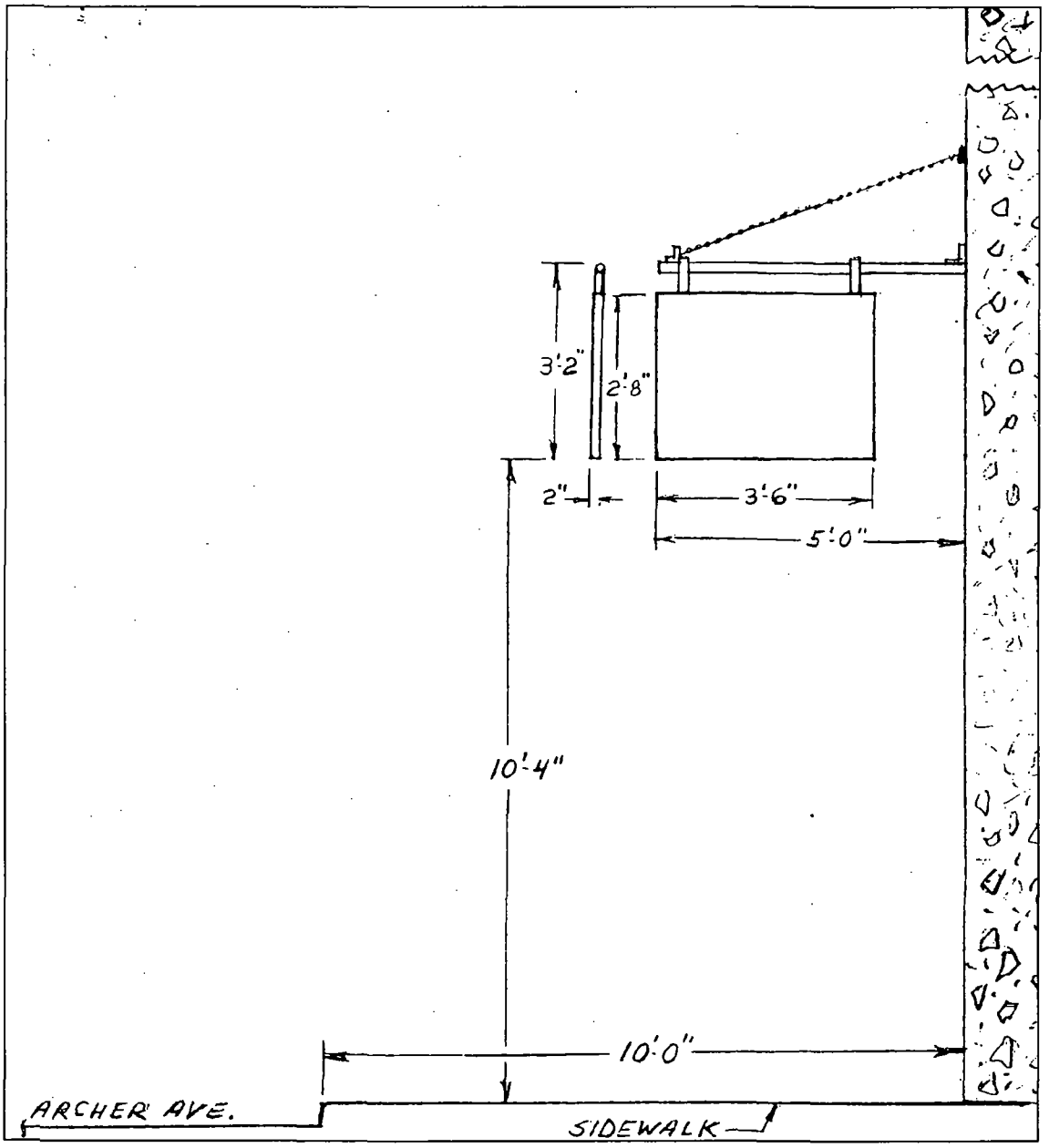
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1062787 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9853 of this *Journal.*]

Ordinance associated with this drawing printed on page 9852 of this *Journal.*



International Traditional Karate Association.

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

SECTION 1. Permission and authority are hereby given and granted to International Traditional Karate Association, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 5945 West Irving Park Road. Said sign shall be ten (10) feet in length, five and eighty-three hundredths (5.83) feet in width and shall be nine (9) feet above grade along West Irving Park Road. Sign has been constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

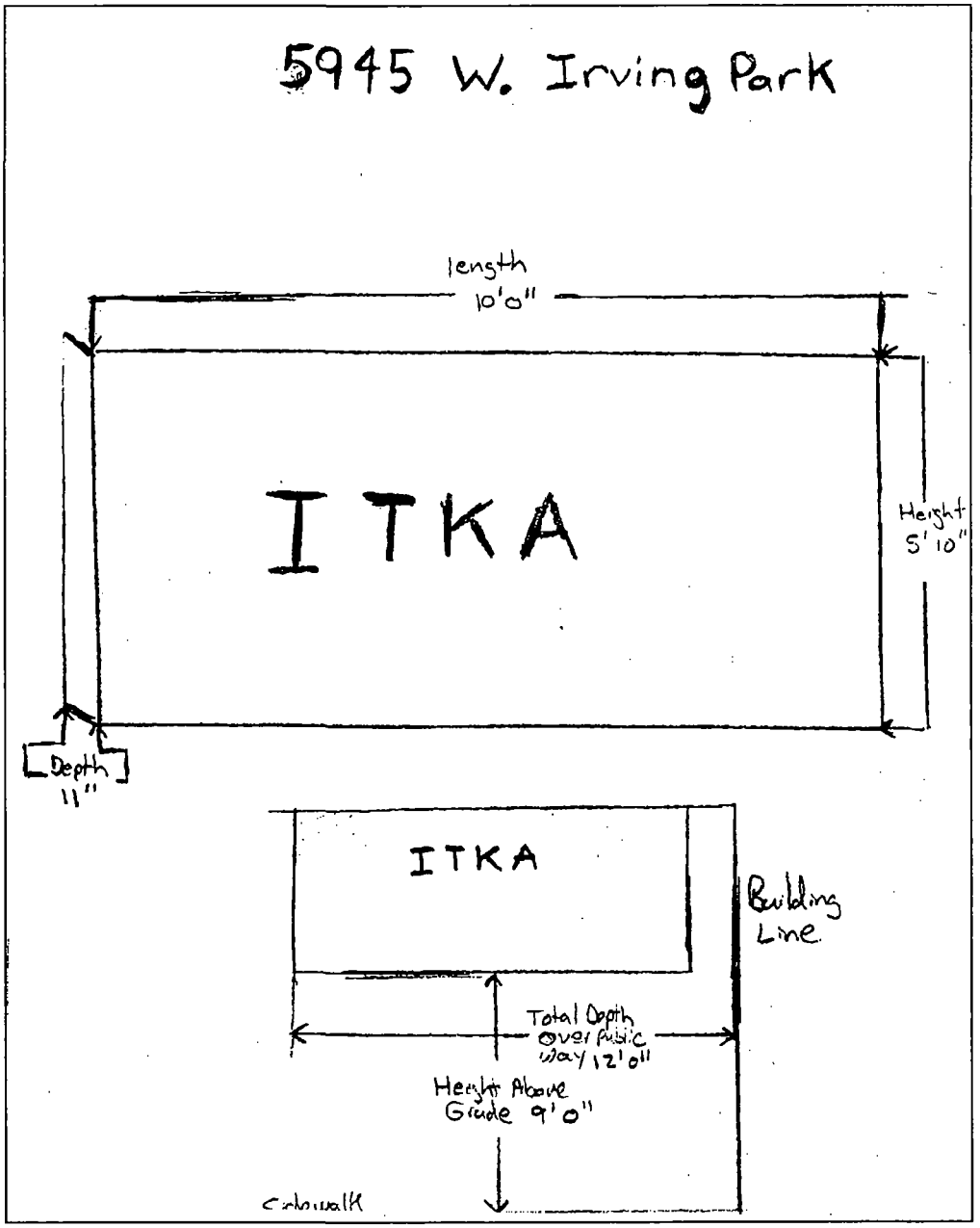
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1063885 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9855 of this *Journal*.]

Ordinance associated with this drawing printed on page 9854 of this *Journal*.



The Irish Oak.
(Light Fixtures)

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

SECTION 1. Permission and authority are hereby given and granted to The Irish Oak, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use four (4) existing light fixtures projecting over the public right-of-way adjacent to its premises known as 3511 North Clark Street. Said gooseneck light fixtures shall each measure fifteen (15) inches in length and extend out over the public way twenty (20) inches. Gooseneck light fixtures are located along North Clark Street approximately eleven (11) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Light fixtures have constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

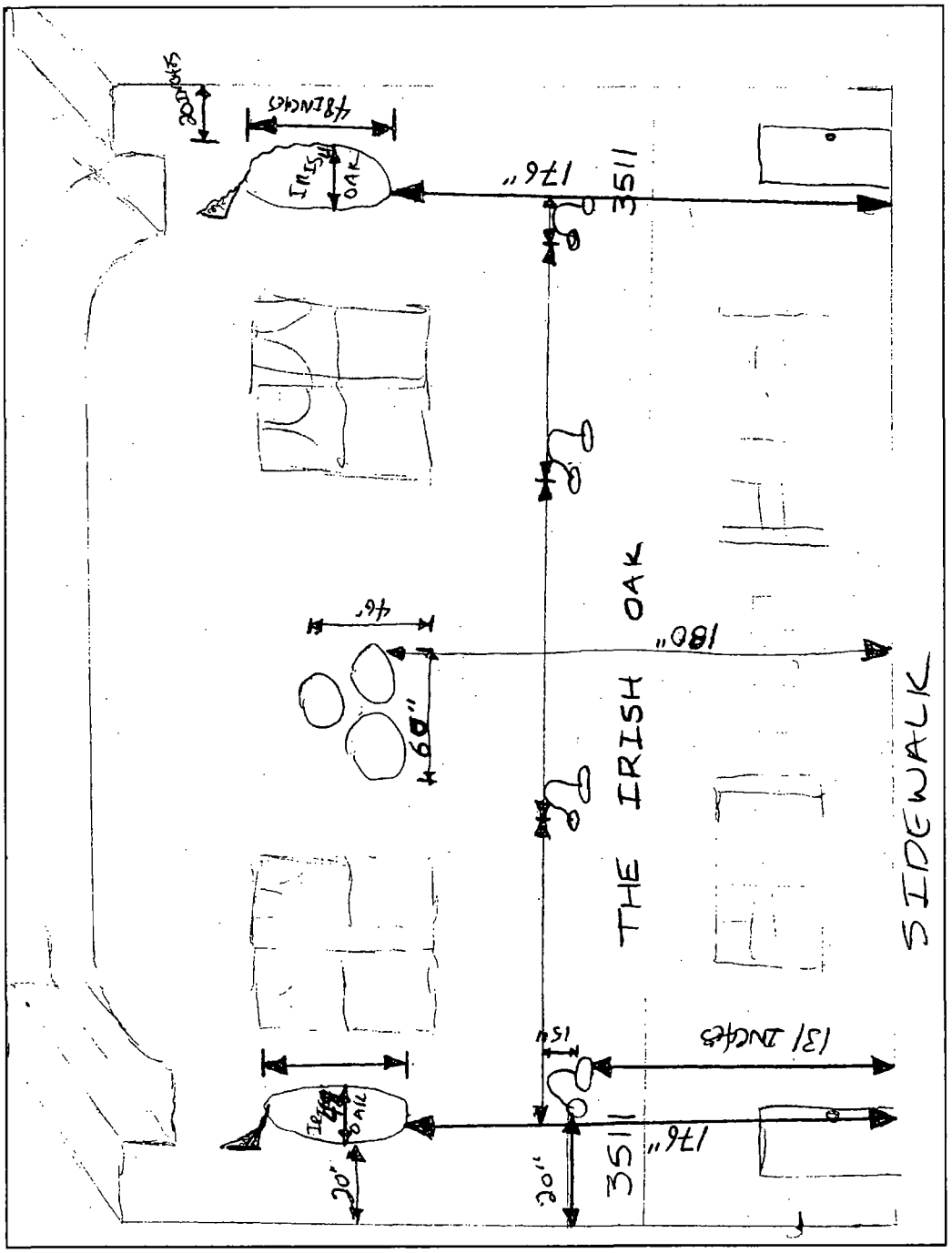
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1066016 herein granted the sum of Ninety and no/100 Dollars ($90.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9857 of this *Journal.*]

Ordinance associated with this drawing printed on page 9856 of this *Journal*.



The Irish Oak.
(Ornamental Barrels)

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

SECTION 1. Permission and authority are hereby given and granted to The Irish Oak, upon the terms and subject to the conditions of this ordinance, to maintain and use existing decorative ornamental barrels over the public right-of-way adjacent to its premises known as 3511 North Clark Street. Said decorative ornamental barrels is one (1) set of three (3) lightweight half barrels projecting over the public way fifteen (15) feet above grade level. Decorative barrels shall measure a total of forty-eight (48) inches in length and sixty (60) inches in width. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Ornamental barrels have been constructed in accordance with plans and specifications approved by the Department of Transportation and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

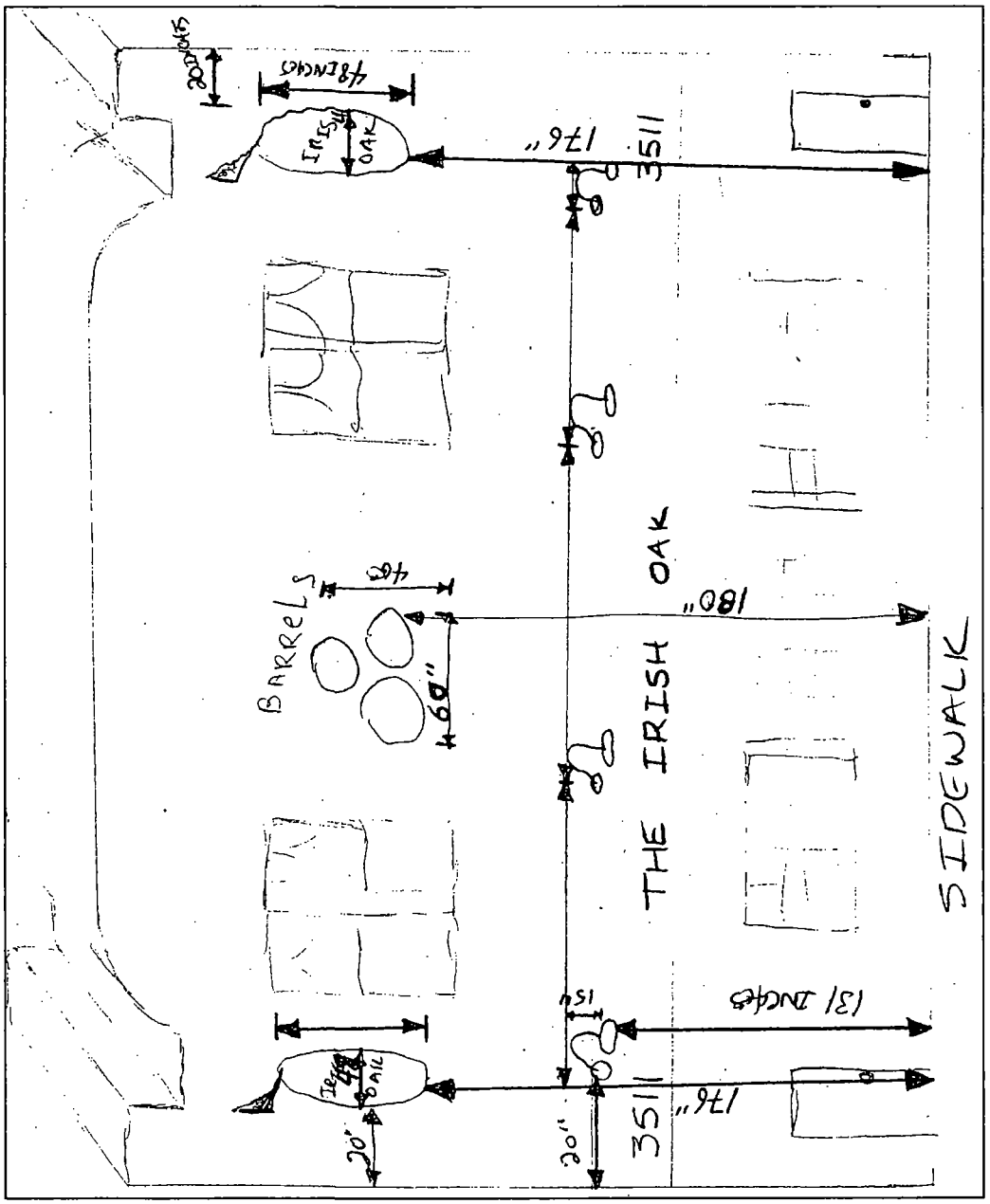
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1066021 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9859 of this *Journal.*]

Ordinance associated with this drawing printed on page 9858 of this *Journal.*



The Irish Oak.
(Signs)

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

SECTION 1. Permission and authority are hereby given and granted to The Irish Oak, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 3511 North Clark Street. Said sign structures measure as follows: along North Clark Street, two (2) at four (4) feet in length, four (4) feet in height and fourteen and sixty-seven hundredths (14.67) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

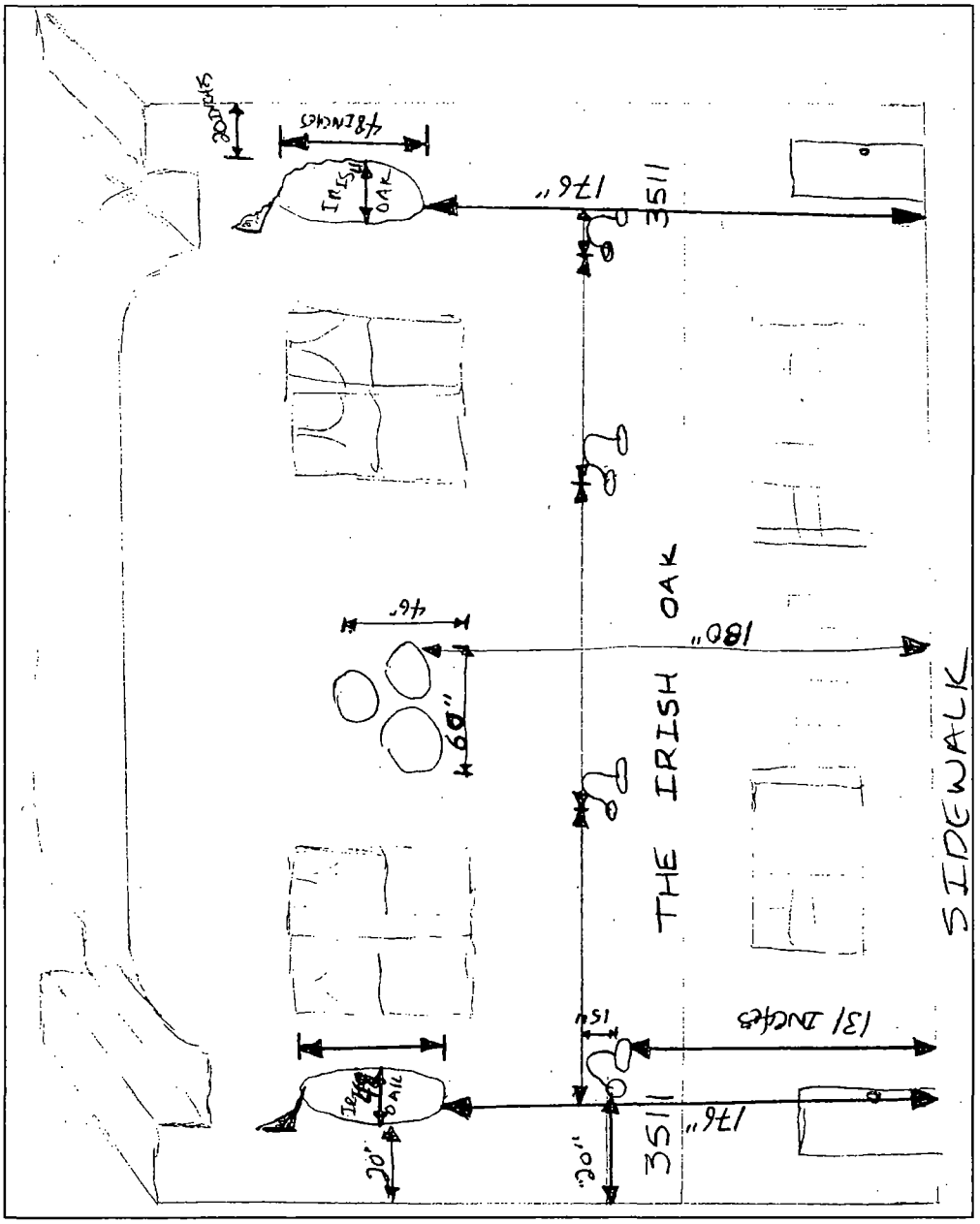
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1066303 herein granted the sum of Two Hundred and no/100 Dollars ($200.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9861 of this *Journal.*]

Ordinance associated with this drawing printed on page 9860 of this *Journal.*



J & J Speaker Repair.

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

SECTION 1. Permission and authority are hereby given and granted to J & J Speaker Repair, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 7006 West Diversey Avenue. Said sign structure measures as follows: along West Diversey Avenue, at five (5) feet in length, eight (8) feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

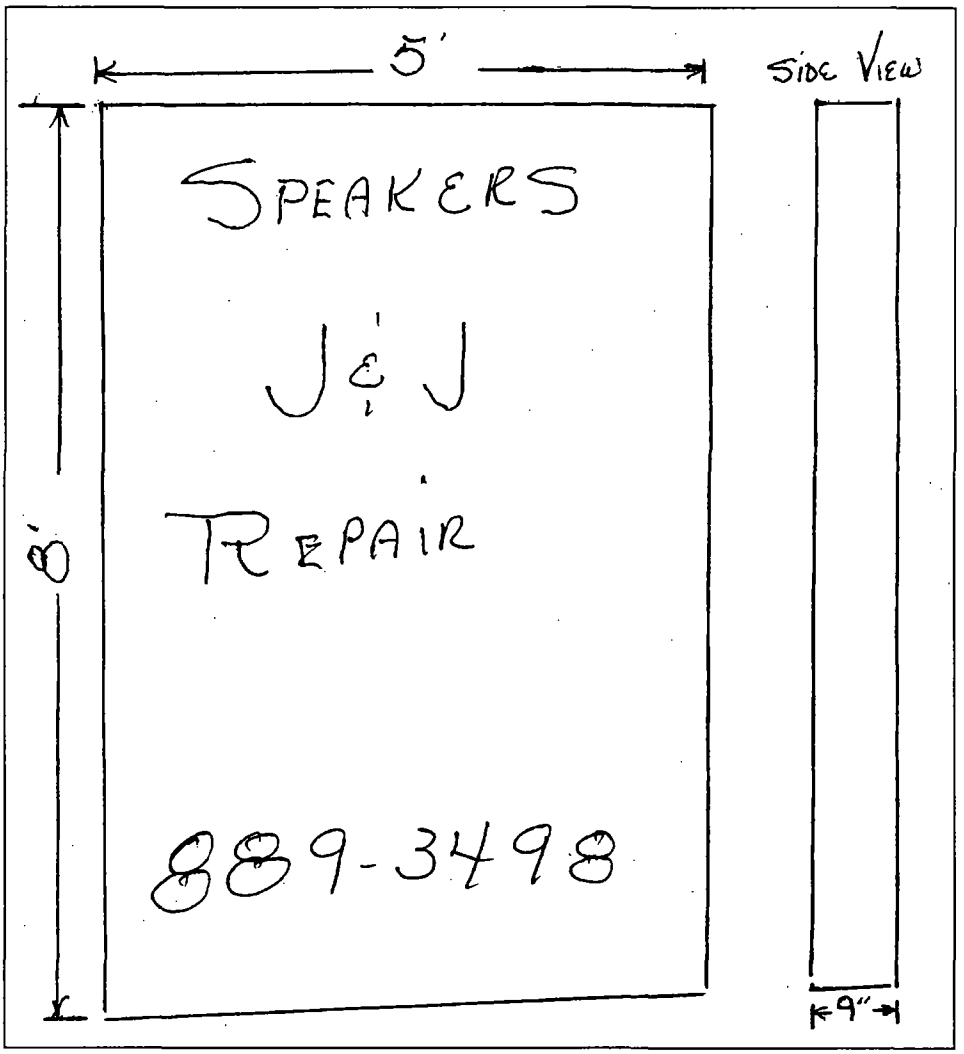
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1066705 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9863 of this *Journal.*]

Ordinance associated with this drawing printed on page 9862 of this *Journal.*



J.J. Peppers.

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

SECTION 1. Permission and authority are hereby given and granted to J.J. Peppers, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 659 West 31st Street. Said sign shall measure six and sixty-seven hundredths (6.67) feet in length, fourteen and seventeen-hundredths (14.17) feet in height and shall be eight and forty-two hundredths (8.42) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

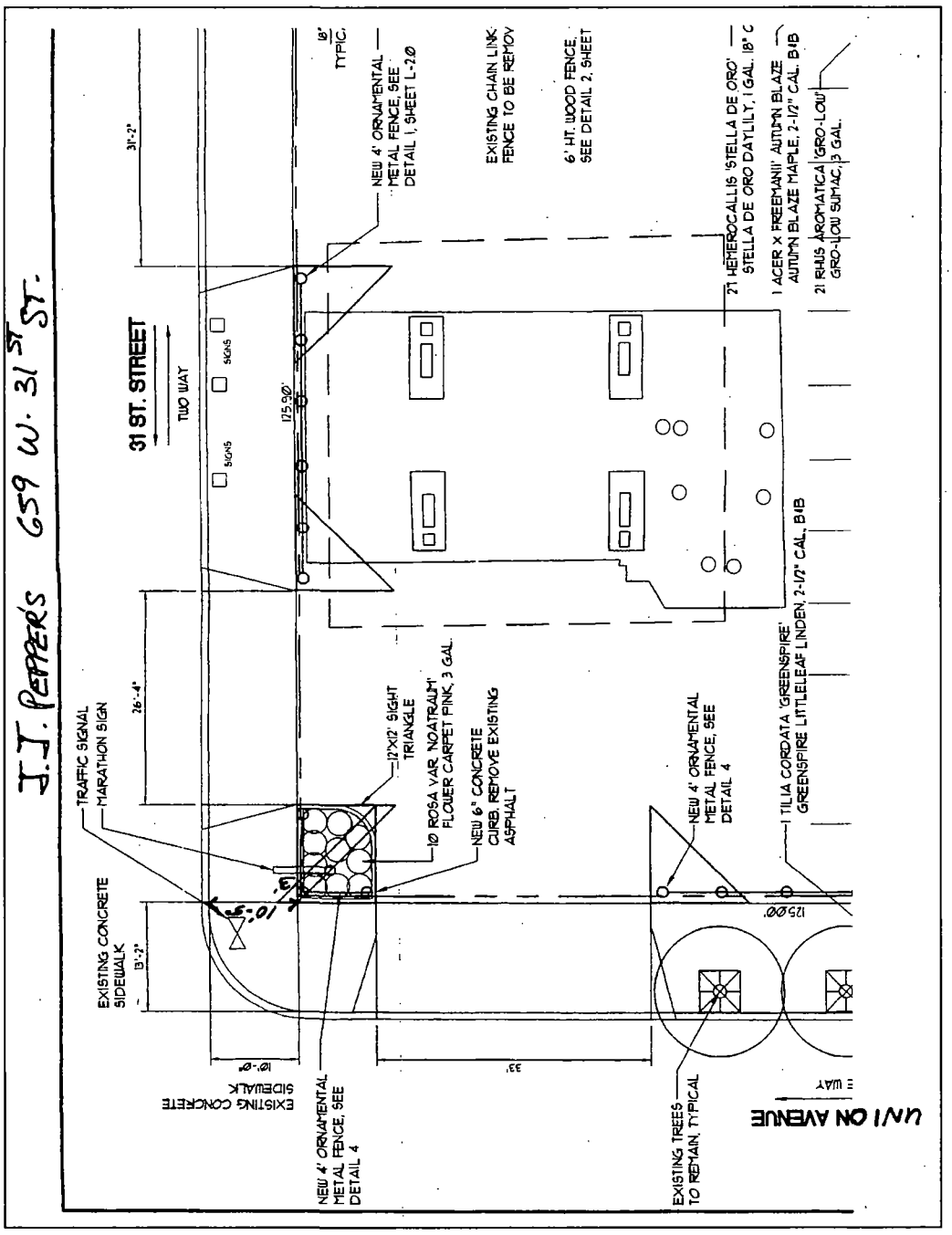
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1064566 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9865 of this *Journal.*]

Ordinance associated with this drawing printed on page 9864 of this *Journal*.



J.P.E. Day Care Center.

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

SECTION 1. Permission and authority are hereby given and granted to J.P.E. Day Care Center, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 8625 -- 8627 South Cottage Grove Avenue. Said sign shall be eight (8) feet in length, four (4) feet in width and twelve (12) feet above grade along South Cottage Grove Avenue. Sign has been constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

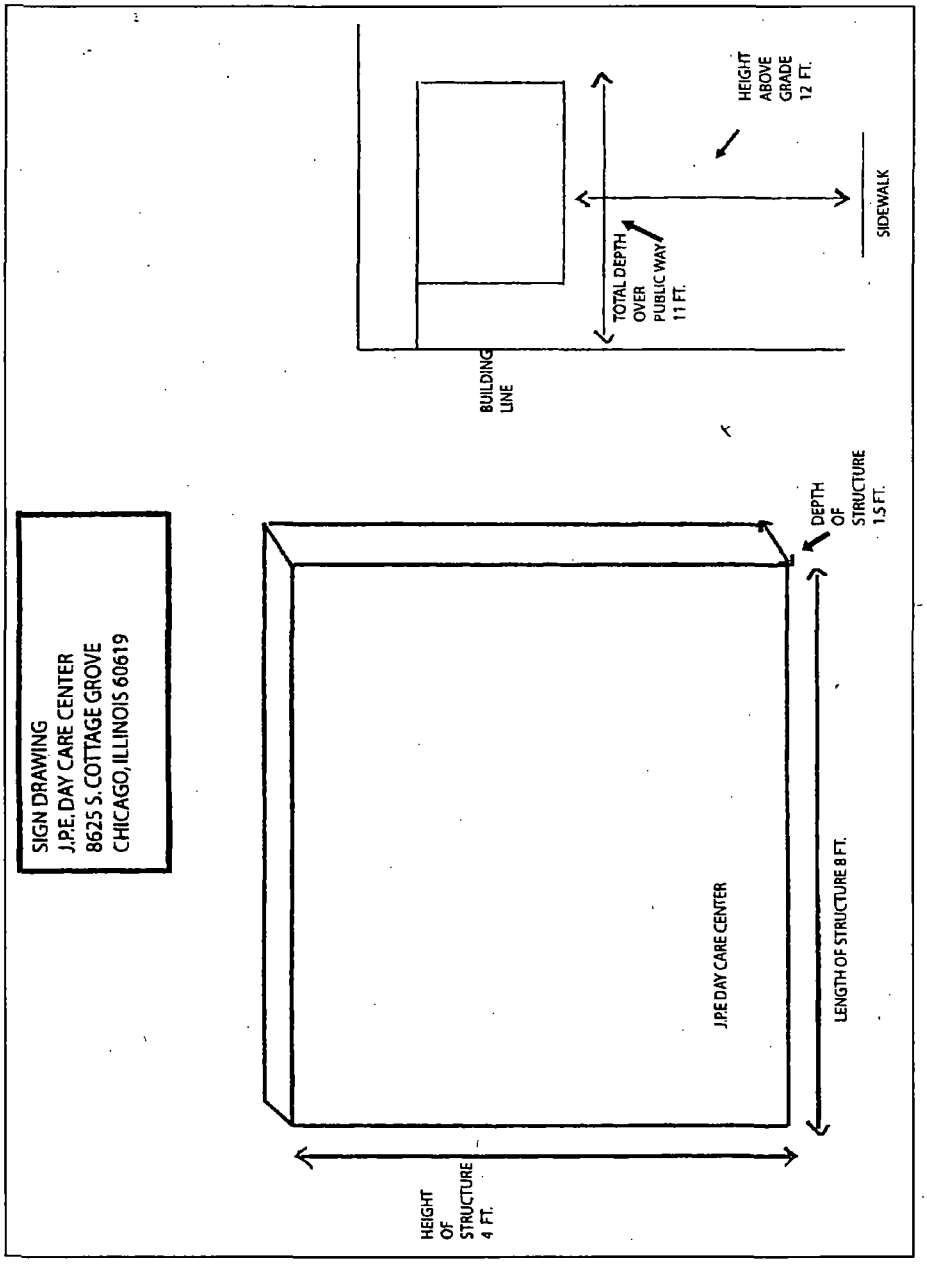
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1064818 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9867 of this *Journal.*]

Ordinance associated with this drawing printed on page 9866 of this *Journal*.



J-Bees.

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

SECTION 1. Permission and authority are hereby given and granted to J-Bees, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public the public right-of-way attached to its premises known as 11231 South Michigan Avenue. Said sign structure measures as follows: along South Michigan Avenue, at eight (8) feet in length, four (4) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

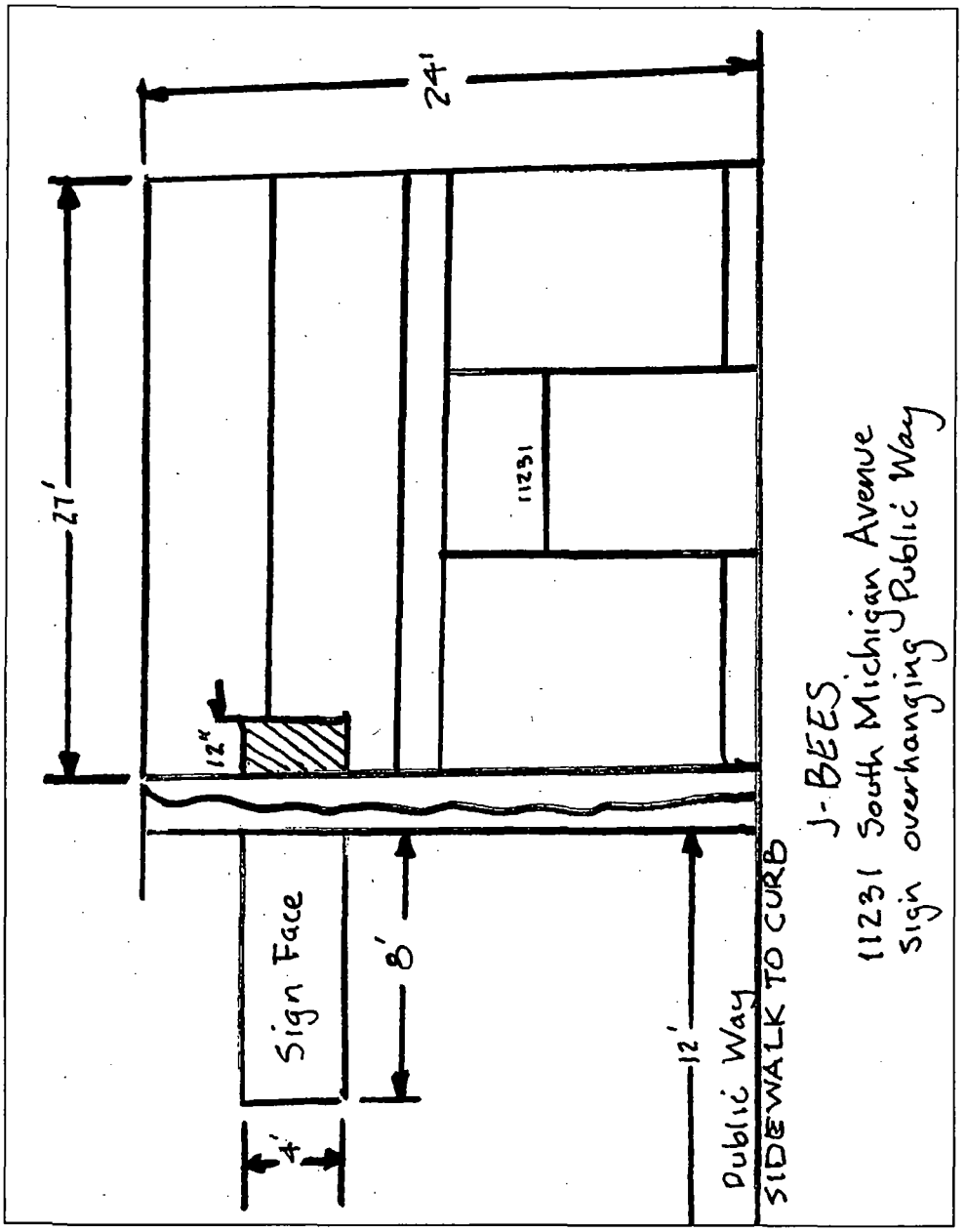
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1064842 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of three (3) years from and after date of passage.

Drawing referred to in this ordinance
printed on page 9869 of
this *Journal.*]

Ordinance associated with this drawing printed on page 9868 of this *Journal*.



Jamaica Food & Liquor Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Jamaica Food & Liquor Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use three (3) signs projecting over the public right-of-way attached to its premises known as 4252 South Cottage Grove Avenue. Said signs each shall measure eleven and fifty-eight hundredths (11.58) feet in length, two and sixty-seven hundredths (2.67) feet in height and shall be thirteen (13) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

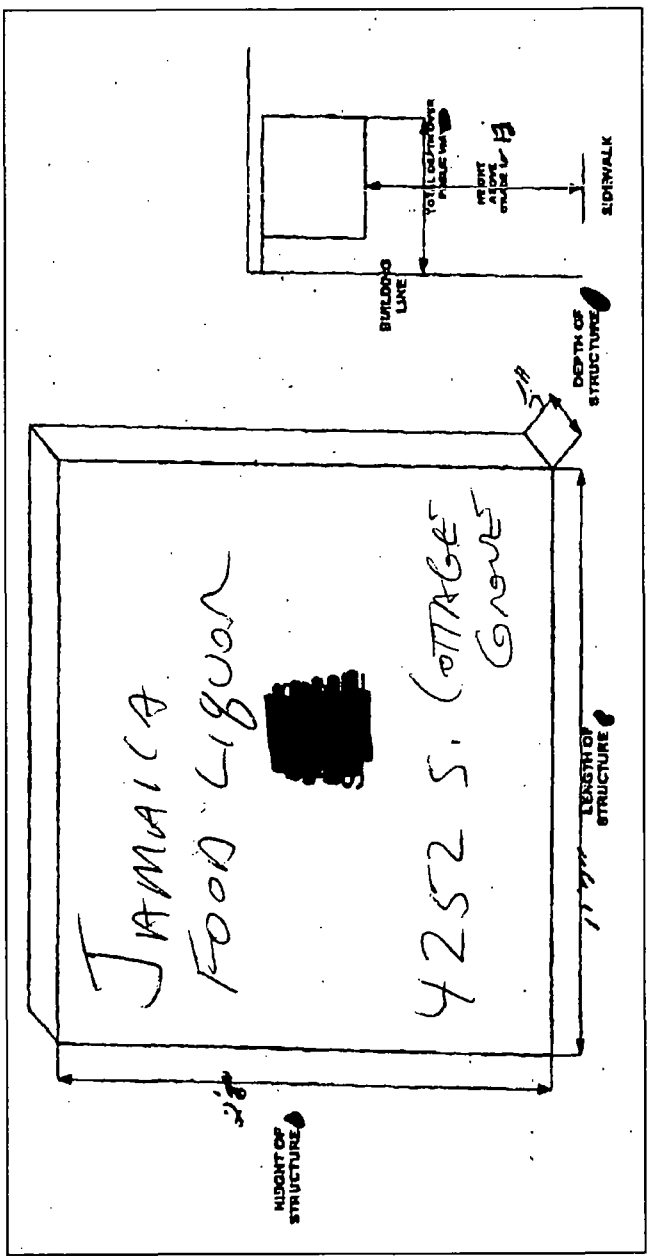
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1063405 herein granted the sum of Nine Hundred and no/100 Dollars ($900.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9871 of this *Journal.*]

Ordinance associated with this drawing printed on page 9870 of this *Journal.*



Jimenez Restaurant, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Jimenez Restaurant, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 5716 West Diversey Avenue. Said sign structure measures as follows: along West Diversey Avenue, at six and sixty-seven hundredths (6.67) feet in length, two and five-tenths (2.5) feet in height and thirteen and ninety-two hundredths (13.92) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

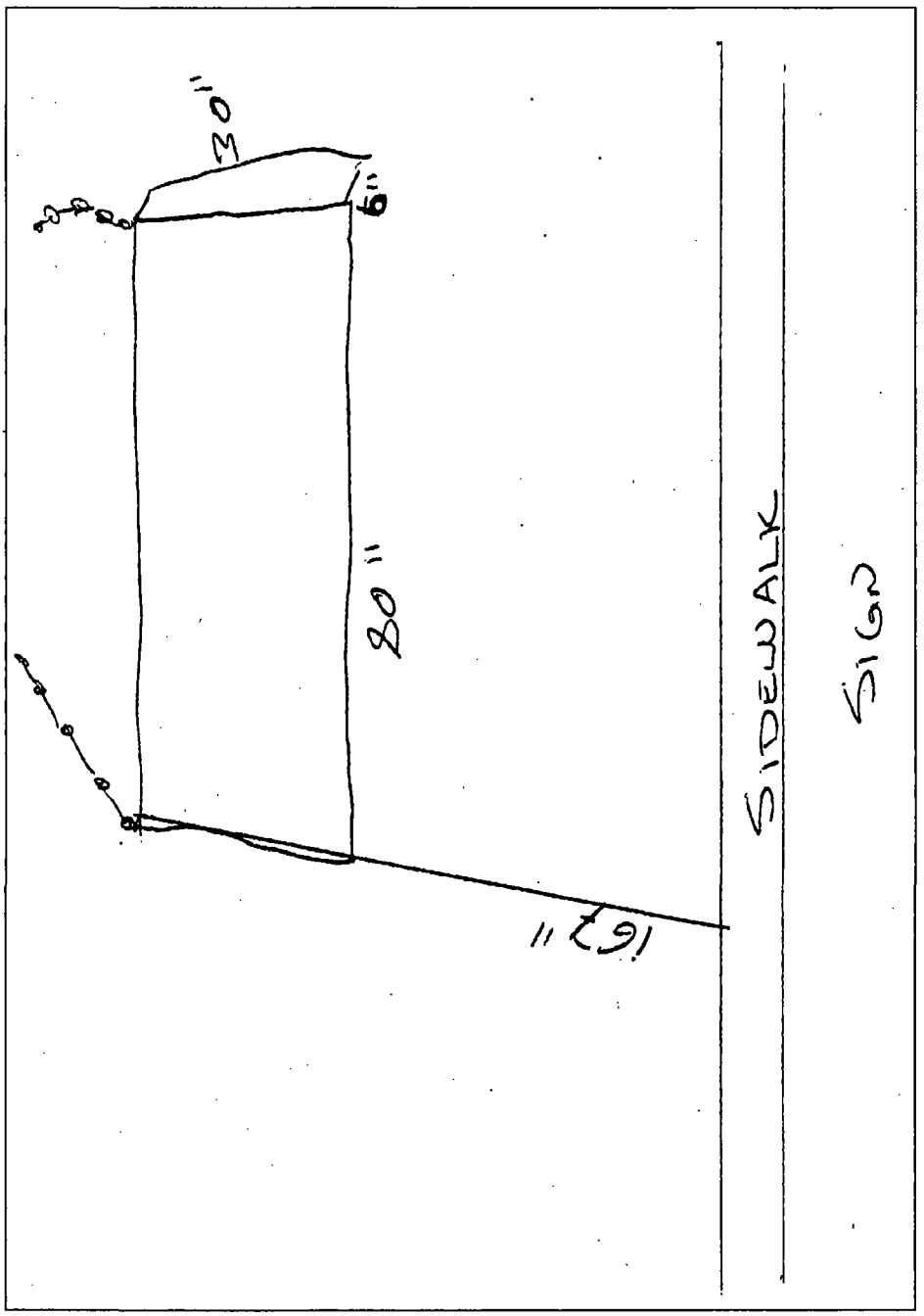
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1065419 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9873 of this *Journal.*]

Ordinance associated with this drawing printed on page 9872 of this *Journal.*



Joe's Food Market.
(Light Fixtures)

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

SECTION 1. Permission and authority are hereby given and granted to Joe's Food Market, upon the terms and subject to the conditions of this ordinance, to maintain and use three (3) light fixtures over the public right-of-way adjacent to its premises known as 1035 West 59th Street. Said light fixtures shall be one and six-tenths (1.6) feet in length, one (1) foot in width and thirty-five (35) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications and the Department of Streets and Sanitation.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

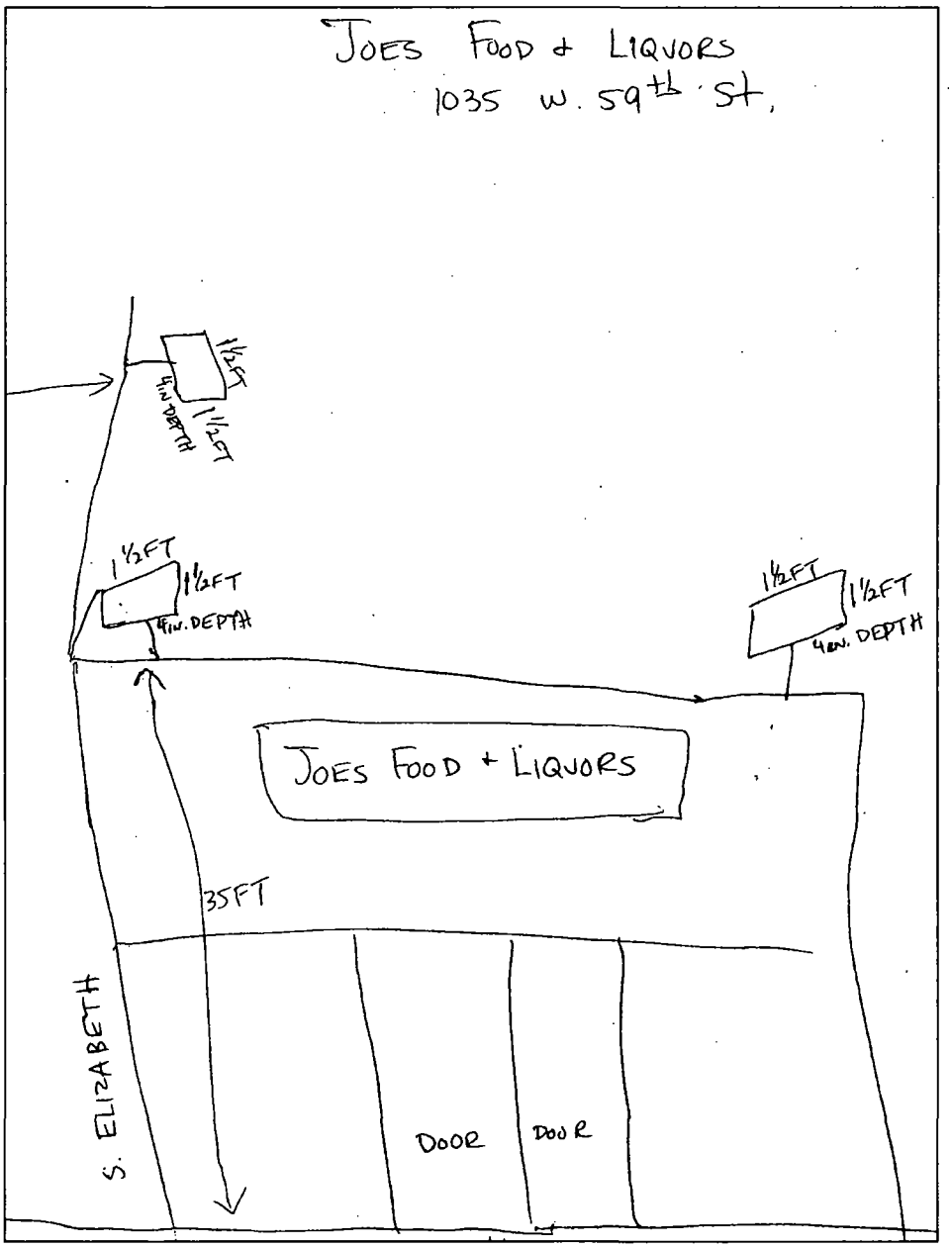
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1062424 herein granted the sum of Eighty-five and no/100 Dollars ($85.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9875 of this *Journal.*]

Ordinance associated with this drawing printed on page 9874 of this *Journal.*



Joe's Food Market.
(Signs)

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

SECTION 1. Permission and authority are hereby given and granted to Joe's Food Market, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 1035 West 59th Street. Said signs shall measure four (4) feet in length, six (6) feet in height and shall be thirteen and four-tenths (13.4) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

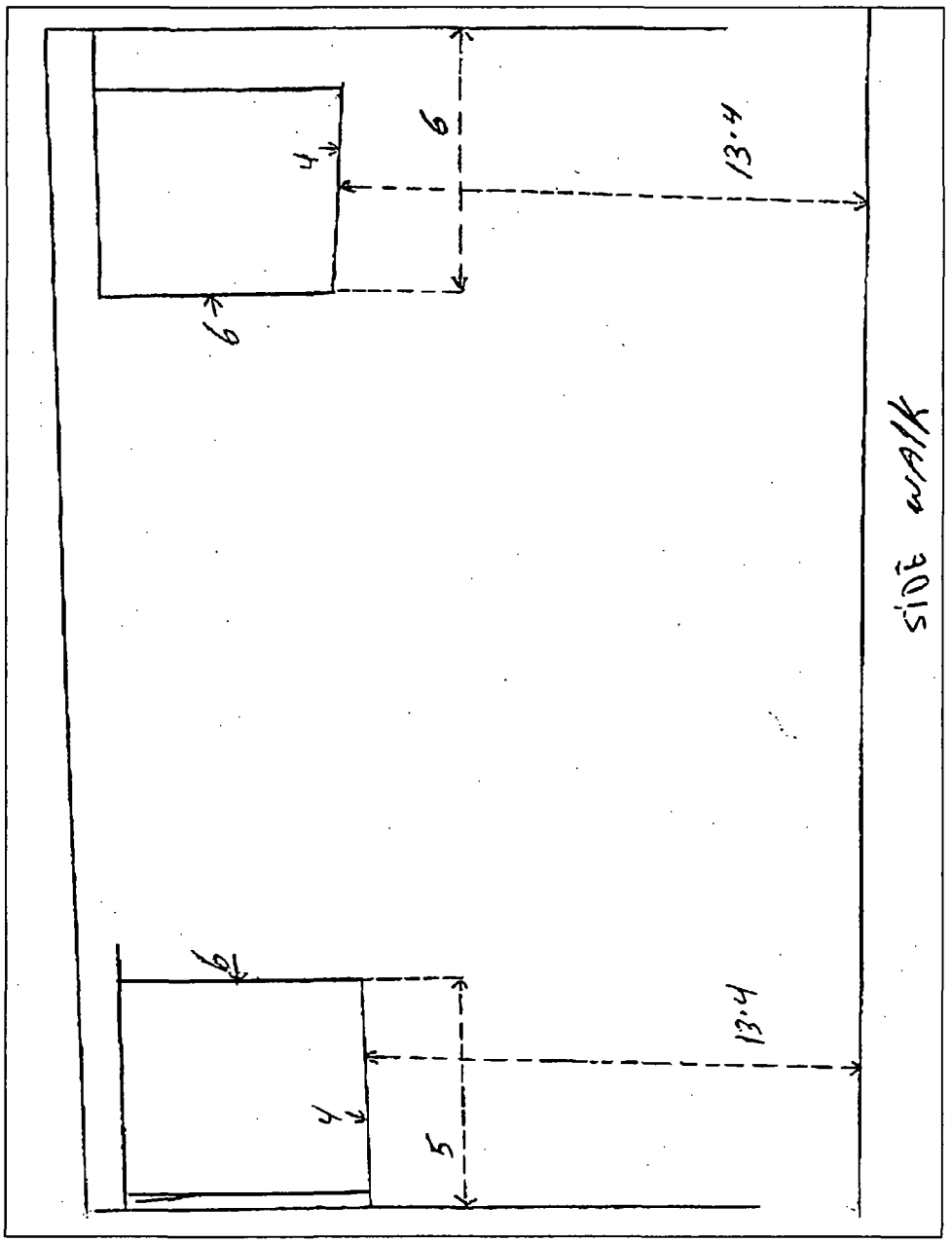
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1063083 herein granted the sum of Six Hundred and no/100 Dollars ($600.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9877 of this *Journal.*]

Ordinance associated with this drawing printed on page 9876 of this *Journal.*



Kesh Foods.

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

SECTION 1. Permission and authority are hereby given and granted to Kesh Foods, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 866 North State Street. Said signs shall measure one (1) at nineteen and five-tenths (19.5) feet in length and one (1) at one and ninety-seven hundredth (1.97) feet in length and one (1) at four and twenty-nine hundredths (4.29) feet in height and one (1) at three and sixteen-hundredths (3.16) feet in height. Said signs shall be eight and five-tenths (8.5) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

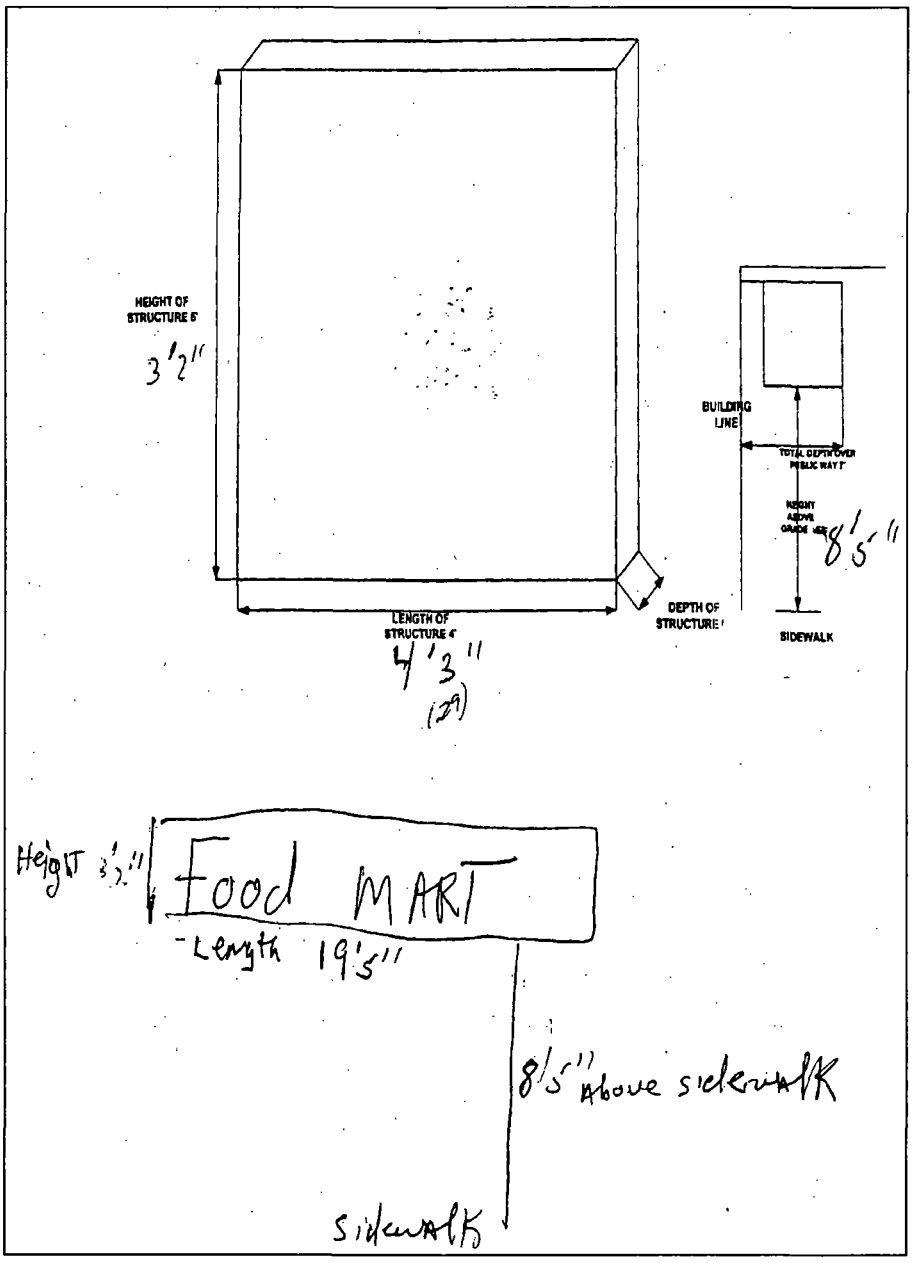
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1062740 herein granted the sum of Six Hundred and no/100 Dollars ($600.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9879 of this *Journal.*]

Ordinance associated with this drawing printed on page 9878 of this *Journal.*



Kite Harbor/Chicago Kite.

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

SECTION 1. Permission and authority are hereby given and granted to Kite Harbor/Chicago Kite, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 5445 North Harlem Avenue. Said sign shall measure six (6) feet in length, six (6) feet in height and shall be thirteen and five-tenths (13.5) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

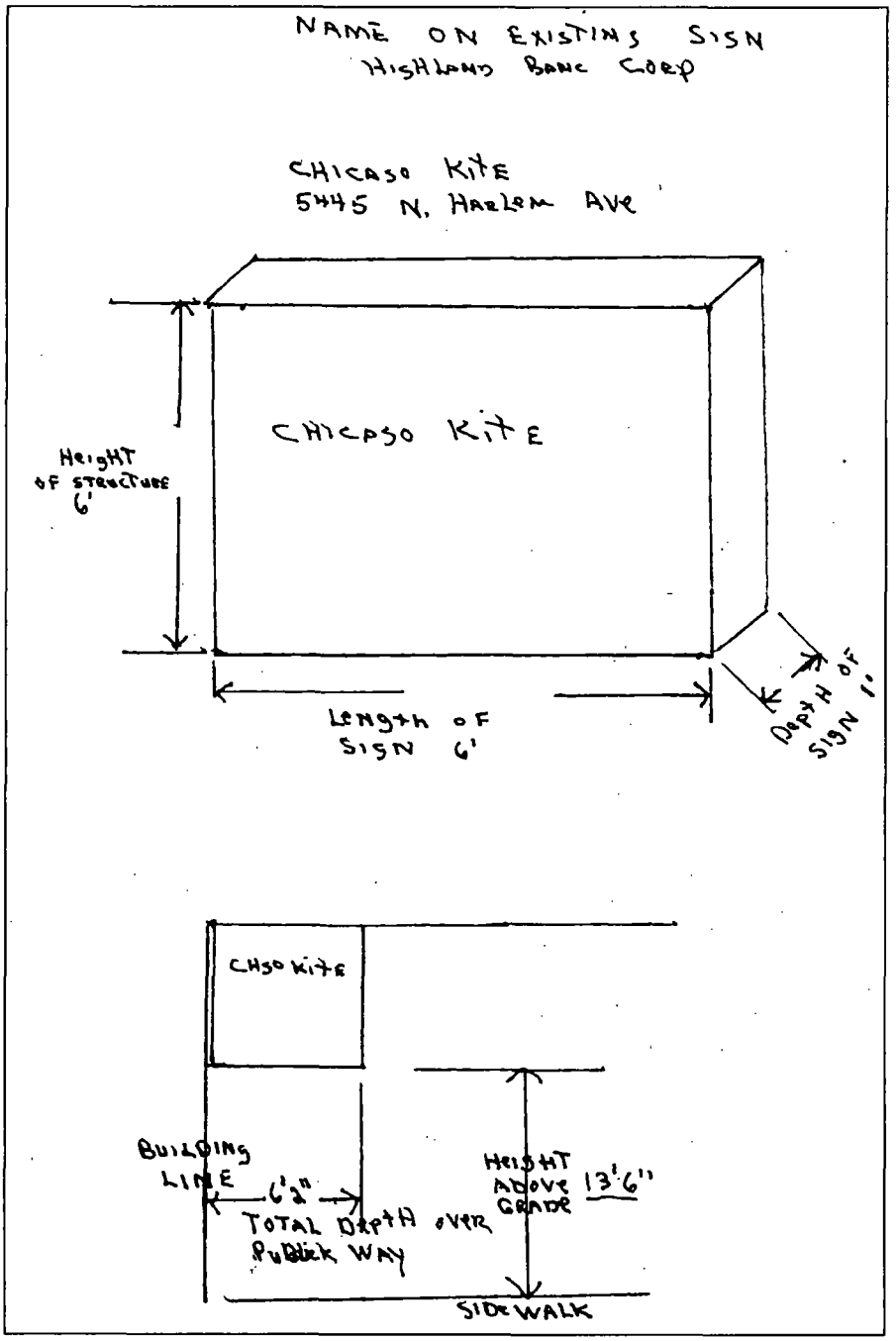
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1062773 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9881 of this *Journal.*]

Ordinance associated with this drawing printed on page 9880 of this *Journal*.



Krista K Maternity & Baby.

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

SECTION 1. Permission and authority are hereby given and granted to Krista K Maternity & Baby, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 3530 North Southport Avenue. Said sign structure measures as follows: along North Southport Avenue, at three and seventeen-hundredths (3.17) feet in length, two and eight-hundredths (2.08) feet in height and eleven (11) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

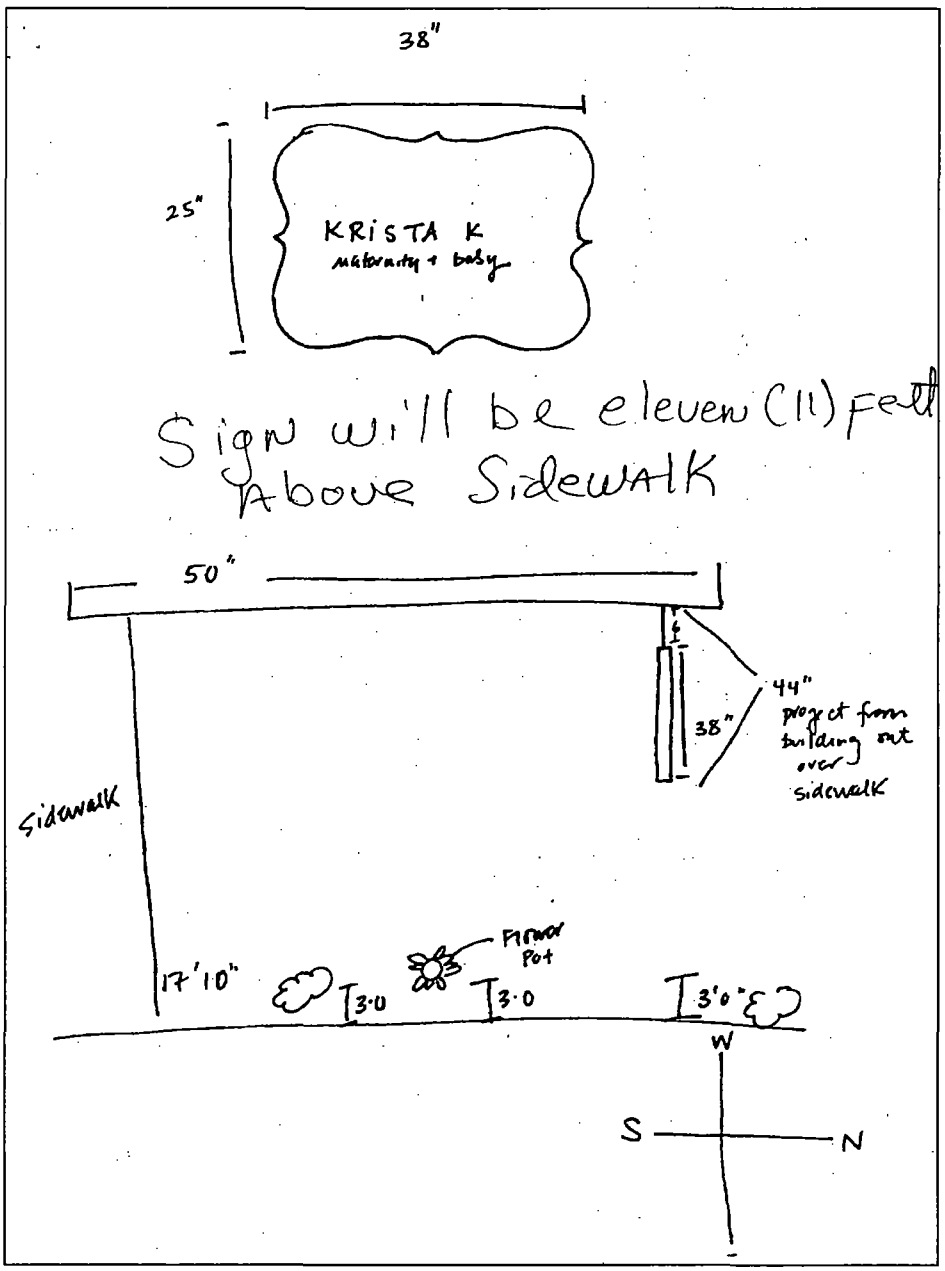
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1066086 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9883 of this *Journal.*]

Ordinance associated with this drawing printed on page 9882 of this *Journal*.



L White Auto Sales, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to L White Auto Sales, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 8024 South Stony Island Avenue. Said sign shall measure eight (8) feet in length, twelve and five-tenths (12.5) feet in height and shall be eight (8) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

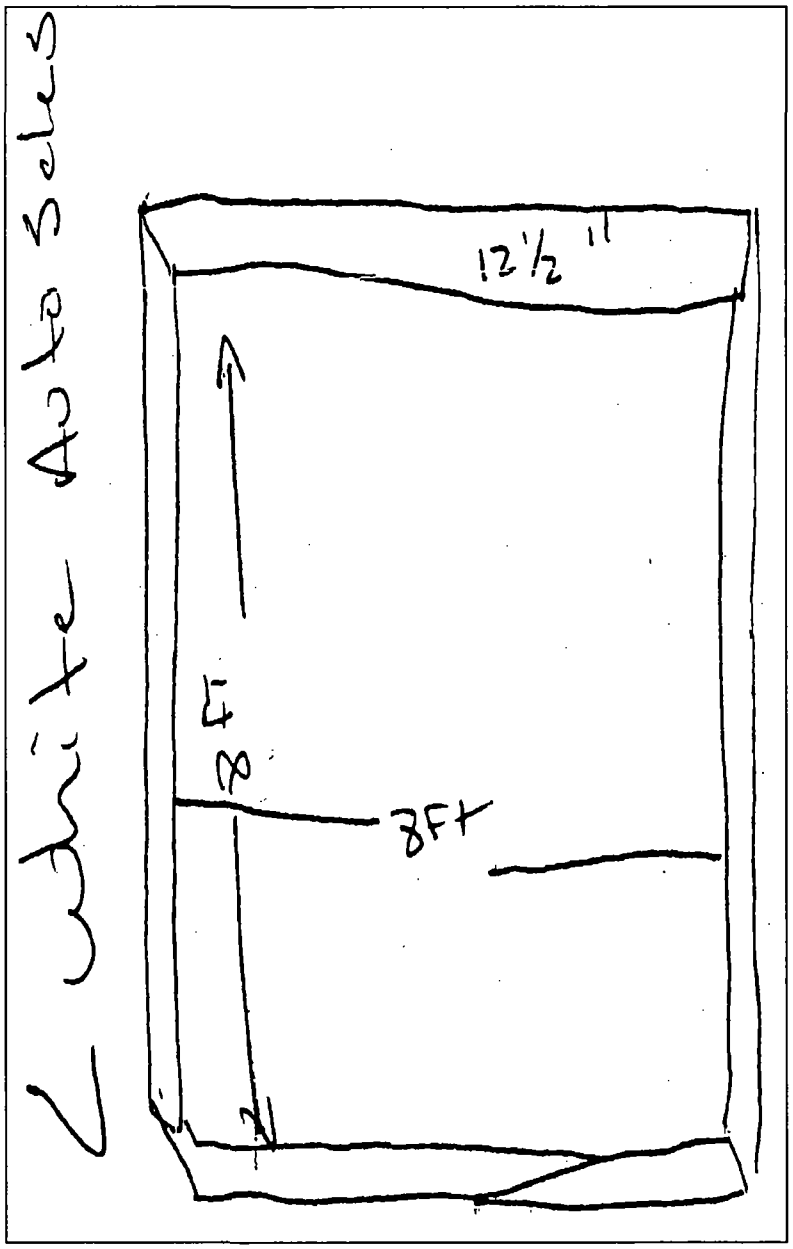
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1064529 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9885 of this *Journal.*]

Ordinance associated with this drawing printed on page 9884 of this *Journal.*



Lakeside Bank.

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

SECTION 1. Permission and authority are hereby given and granted to Lakeside Bank, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign over the public right-of-way adjacent to its premises known as 2800 North Ashland Avenue. Said sign shall be eight (8) feet in length, thirteen (13) feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

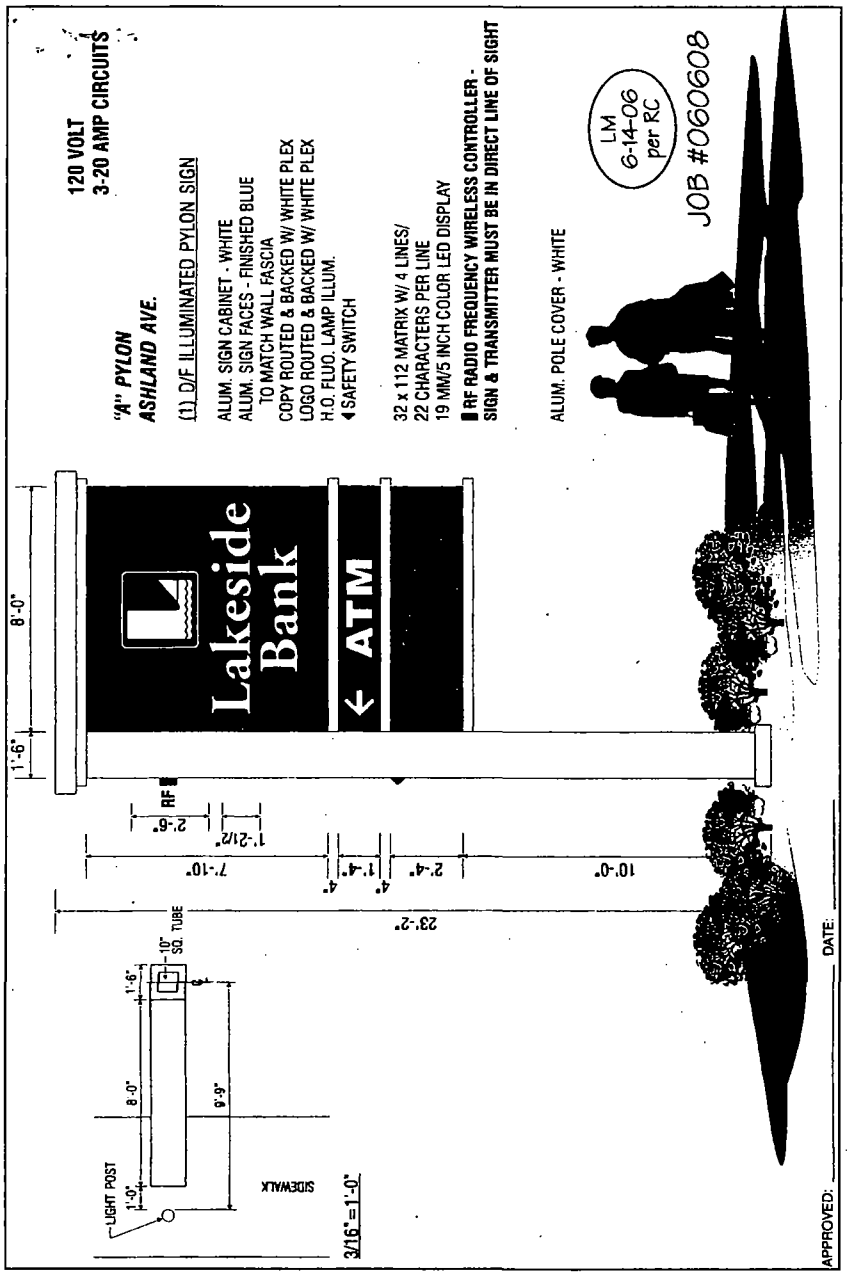
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1062431 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9887 of this *Journal.*]

Ordinance associated with this drawing printed on page 9886 of this *Journal*.



Laramie Diversey C.X. Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Laramie Diversey C.X. Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way adjacent to its premises known as 5200 West Diversey Avenue. One (1) sign shall be eight (8) feet in length, five (5) feet in width and ten (10) feet above grade along West Diversey Avenue. One (1) sign shall be eight (8) feet in length, five (5) feet in width and ten (10) feet above grade along North Laramie Avenue. Signs have been constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications. The location of said privilege shall be as shown on prints hereto attached, which by reference are hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

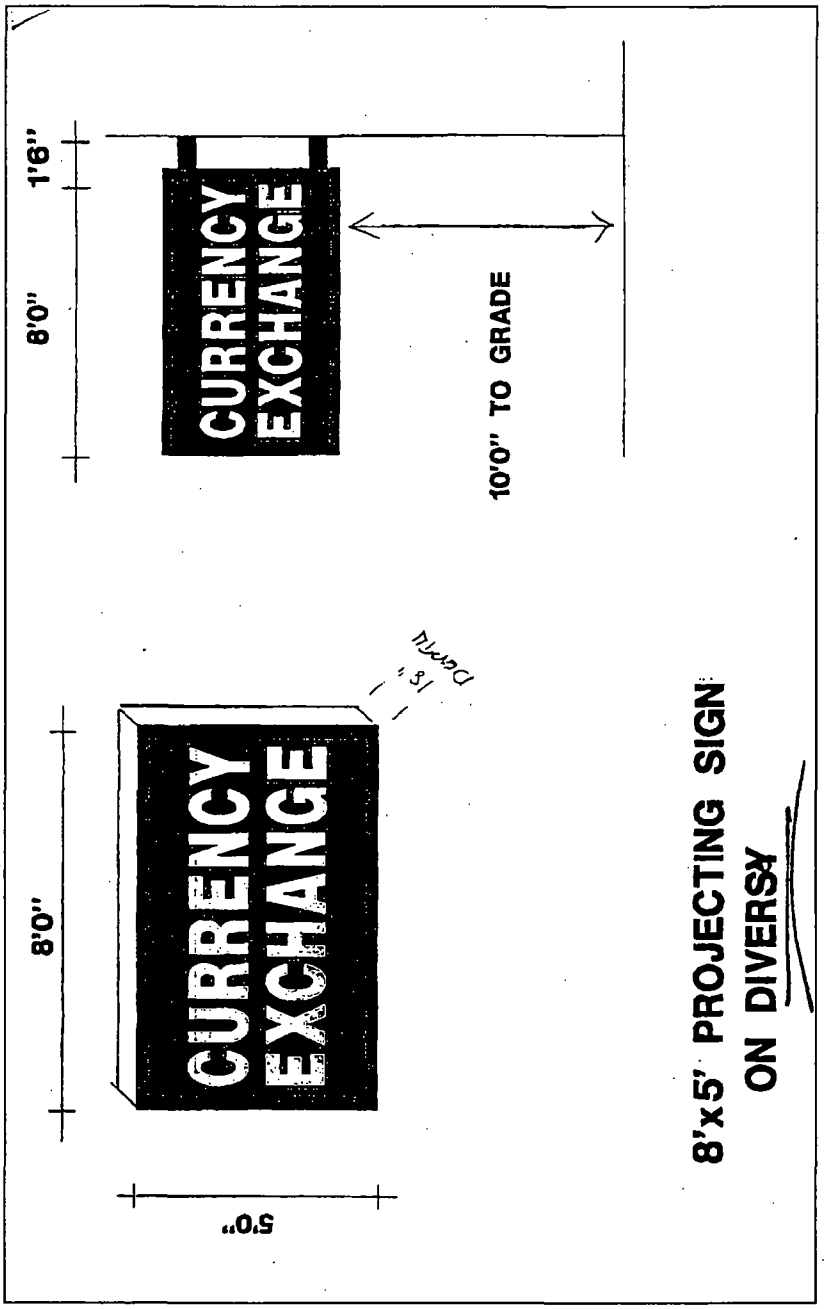
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1063554 herein granted the sum of Six Hundred and no/100 Dollars ($600.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

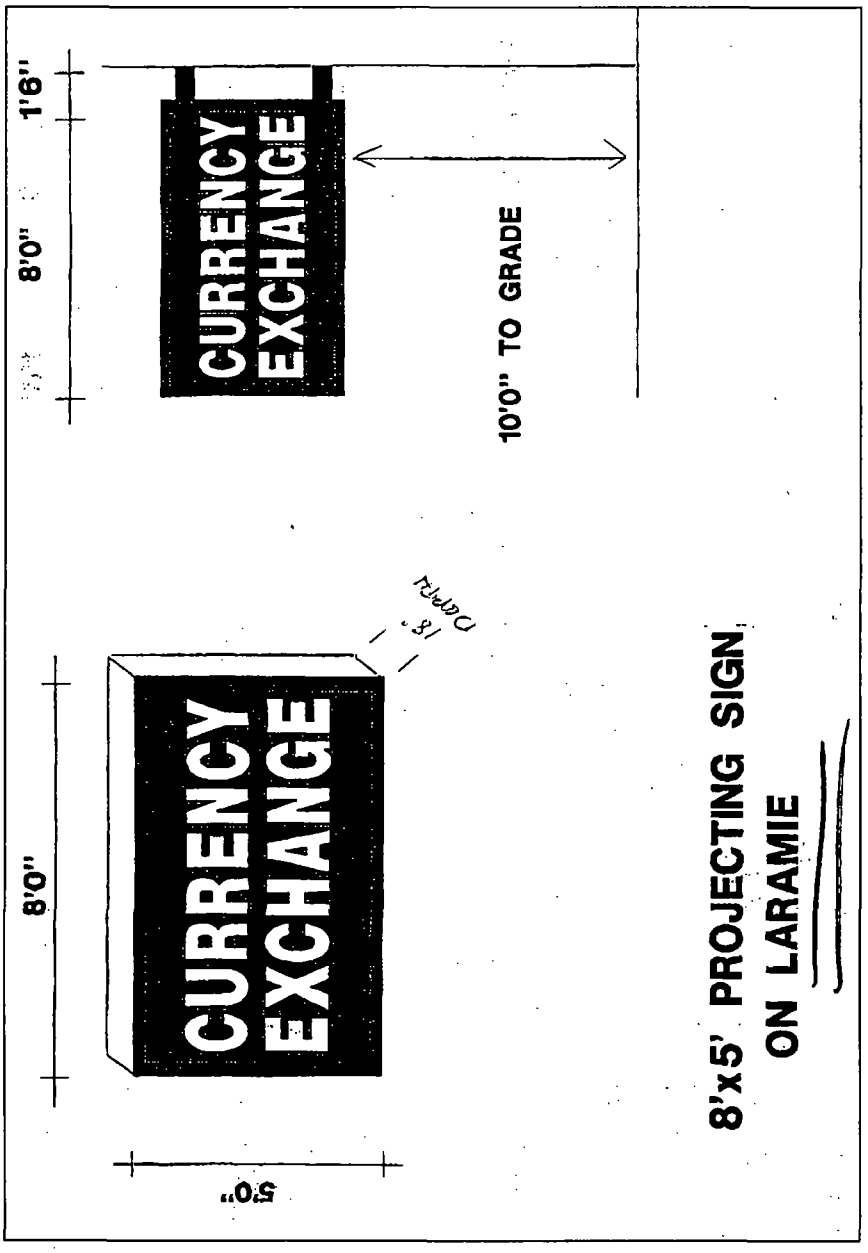
Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawings referred to in this ordinance printed on pages 9889 and 9890 of this *Journal*.]

Ordinance associated with this drawing printed on page 9888 of this *Journal.*



Ordinance associated with this drawing printed on page 9888 of this *Journal*.



Las Islas Marias Mololoa.

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

SECTION 1. Permission and authority are hereby given and granted to Las Islas Marias Mololoa, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 6635 North Clark Street. Said sign shall measure four (4) feet in length, eight (8) feet in height and shall be fifteen (15) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

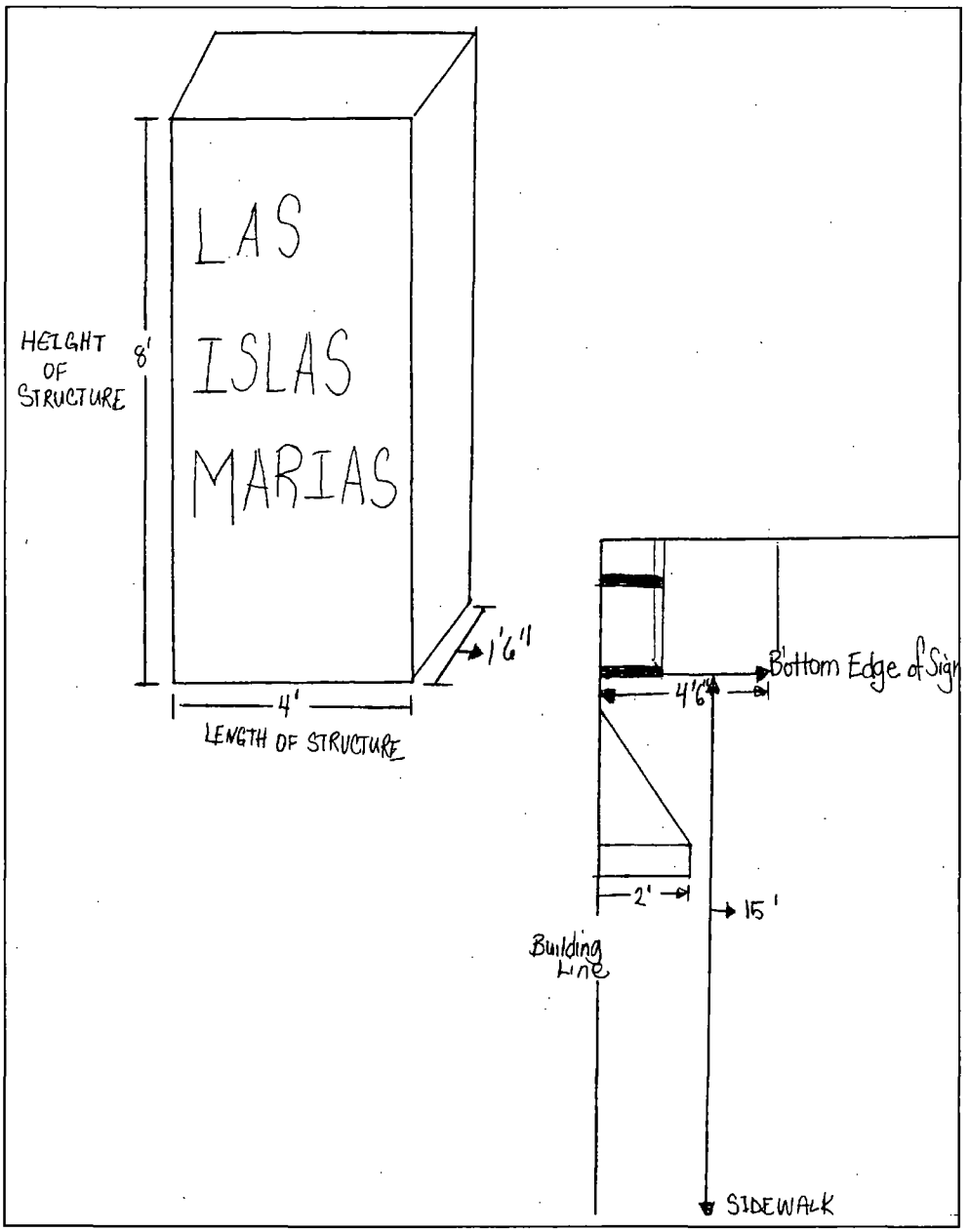
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1066033 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9892 of this *Journal.*]

Ordinance associated with this drawing printed on page 9891 of this *Journal*.



Latin Sandwiches Cafe.

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

SECTION 1. Permission and authority are hereby given and granted to Latin Sandwiches Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 4009 North Elston Avenue. Said sign shall measure eight (8) feet in length, four (4) feet in height and shall be fourteen (14) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1063446 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9894 of this *Journal.*]

Ordinance associated with this drawing printed on page 9893 of this *Journal*.

Le Club.

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

SECTION 1. Permission and authority are hereby given and granted to Le Club, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 8629 -- 8633 South Cottage Grove Avenue. Said sign structure measures as follows: along South Cottage Avenue, at eight (8) feet in length, twelve (12) feet in height and thirteen (13) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

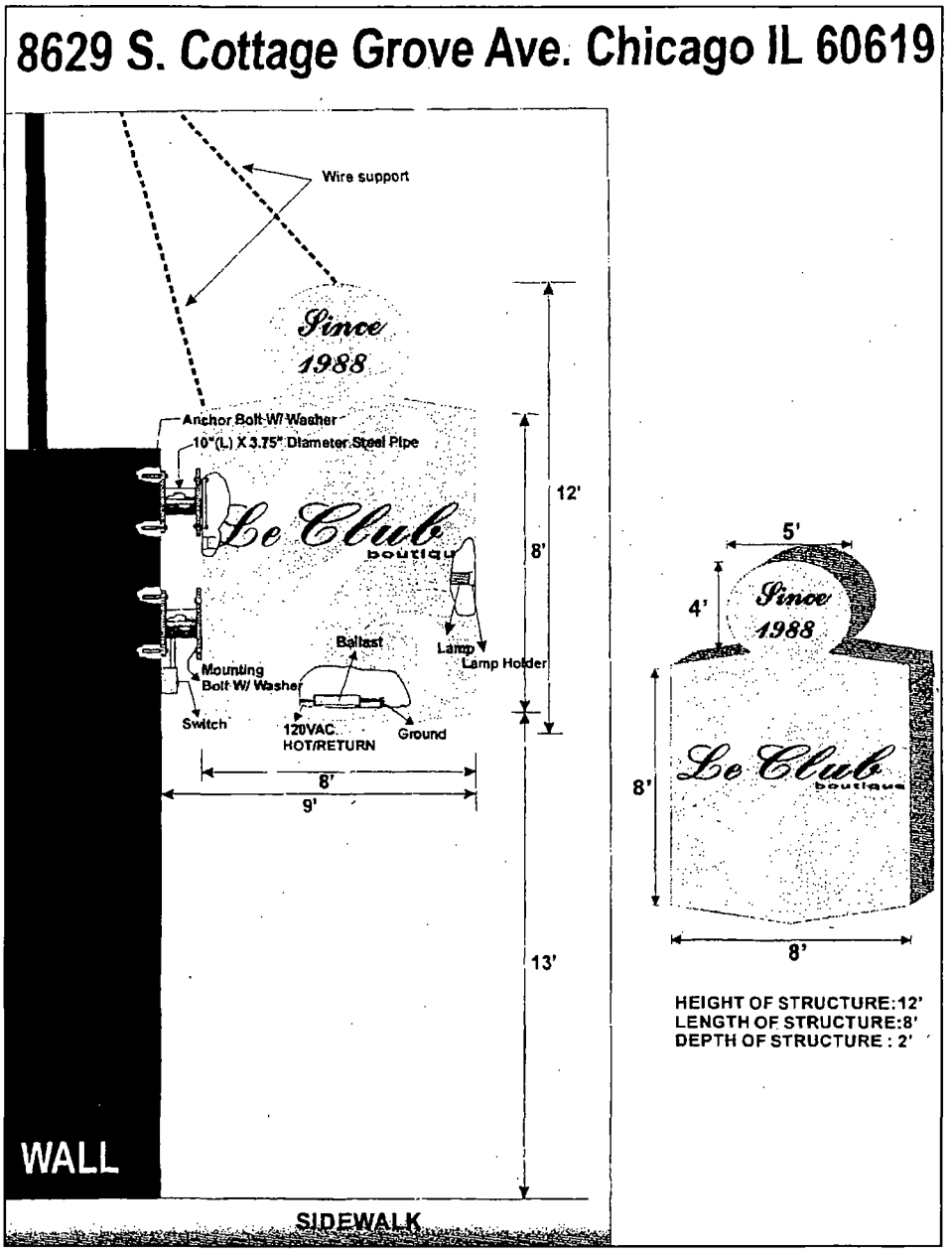
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1065334 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9896 of this *Journal.*]

Ordinance associated with this drawing printed on page 9895 of this *Journal*.



Learning Center.

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

SECTION 1. Permission and authority are hereby given and granted to Learning Center, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 4250 West 63rd Street. Said sign structure measures as follows: along West 63rd Street, at three and sixty-seventh hundredths (3.67) feet in length, six and eight hundredths (6.08) feet in height and eleven (11) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

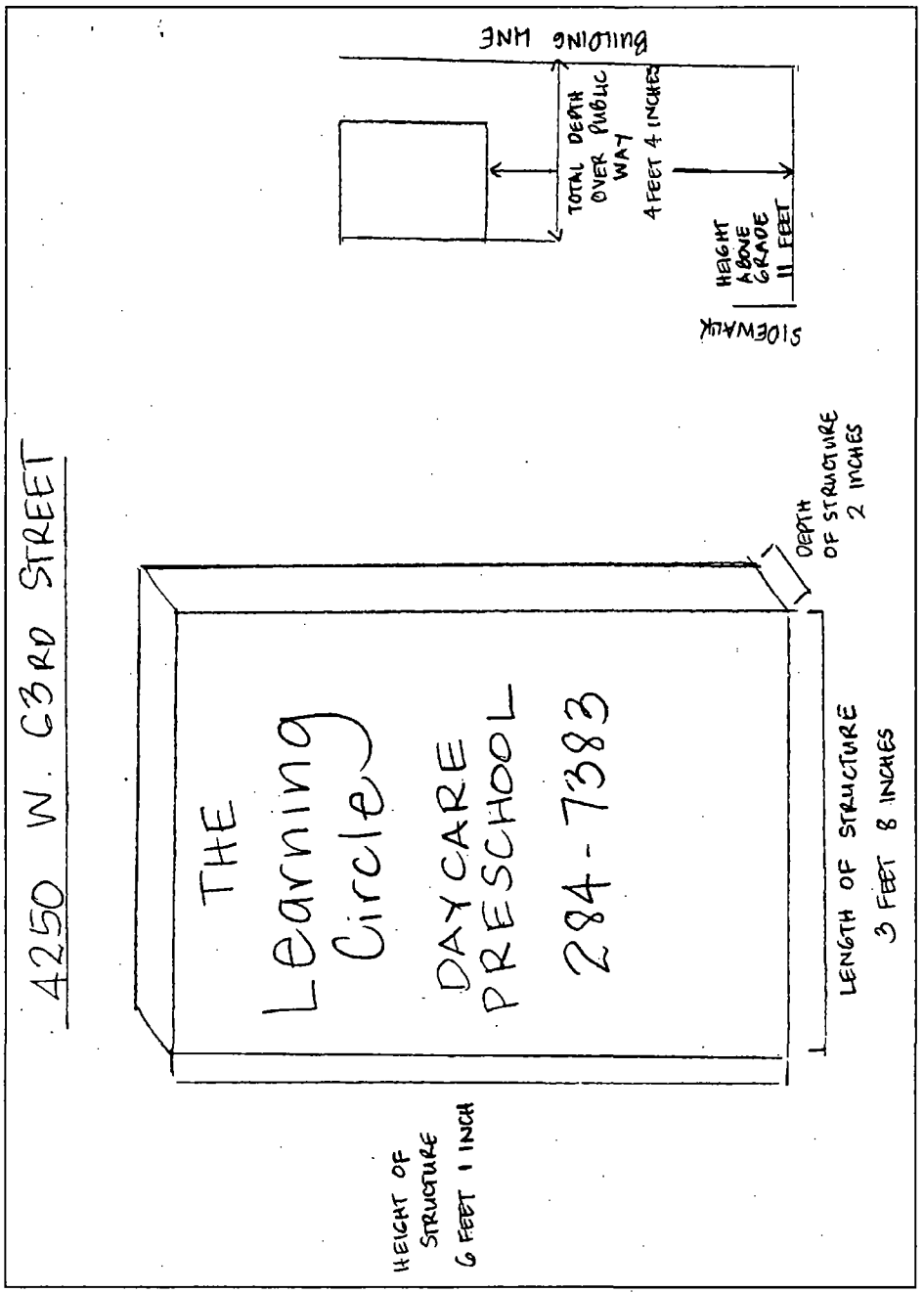
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1065940 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9898 of this *Journal.*]

Ordinance associated with this drawing printed on page 9897 of this *Journal*.



Level.

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

SECTION 1. Permission and authority are hereby given and granted to Level, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign over the public right-of-way adjacent to its premises known as 1045 North Rush Street. Said sign shall be four (4) feet in length, ten (10) feet in width and twenty (20) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

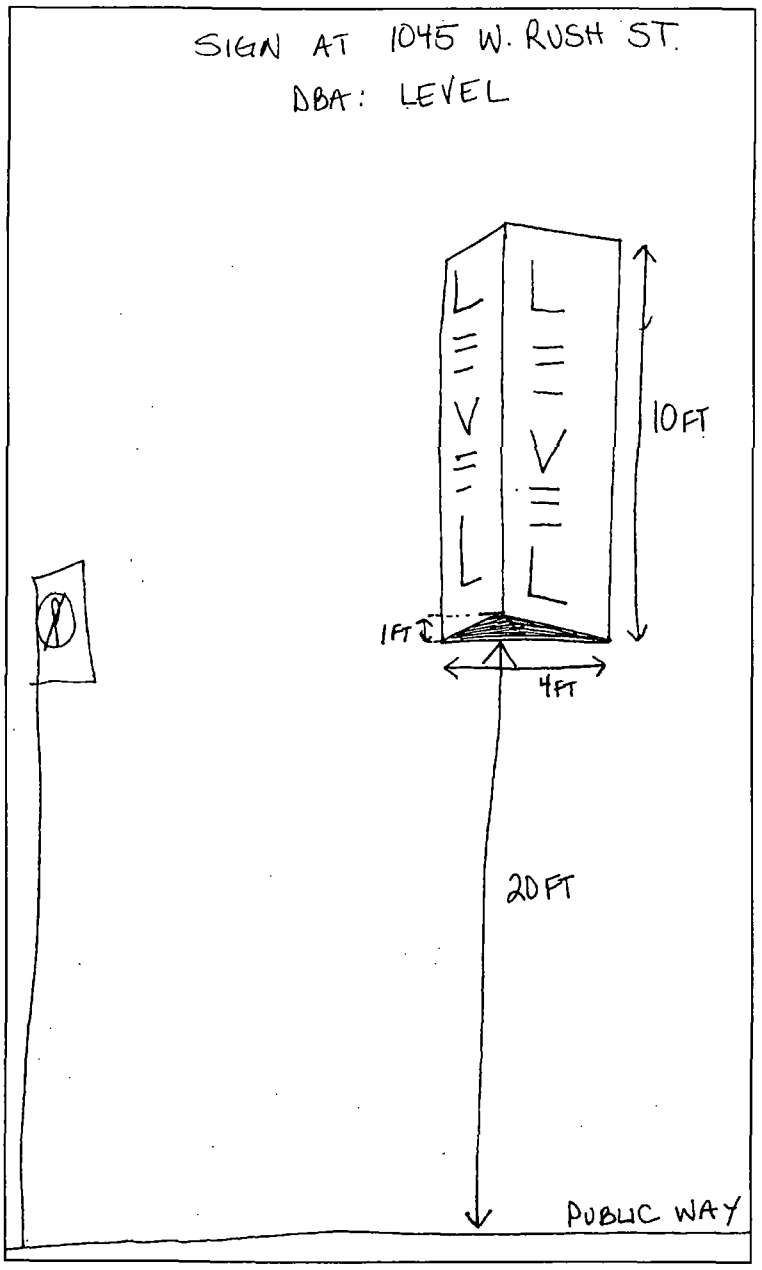
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1062337 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9900 of this *Journal.*]

Ordinance associated with this drawing printed on page 9899 of this *Journal*.



Lilly's Supermarket.

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

SECTION 1. Permission and authority are hereby given and granted to Lilly's Supermarket, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 9863 South Ewing Avenue. Said sign structure measures as follows: along South Ewing Avenue, at five (5) feet in length, three (3) feet in height and ten (10) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

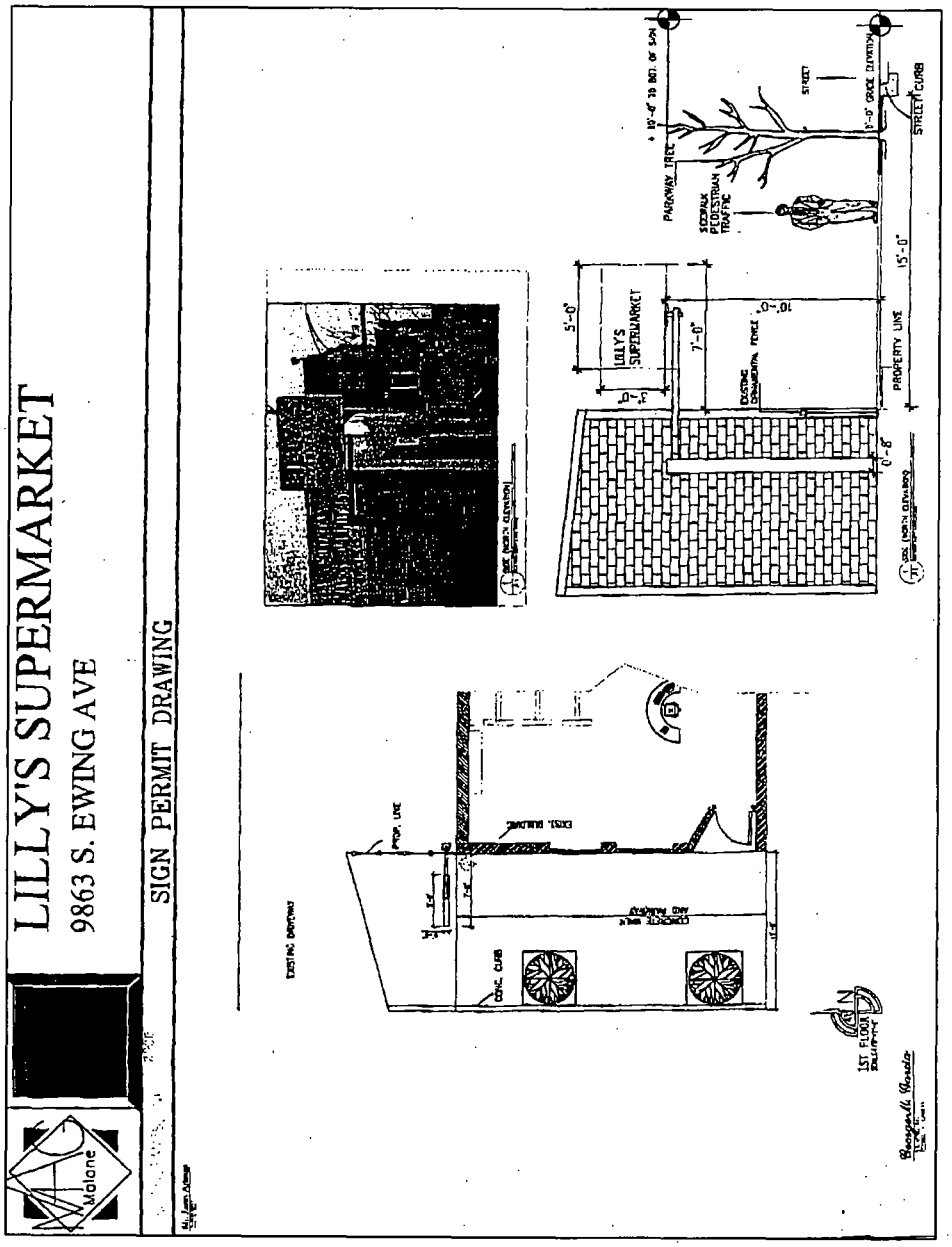
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1062972 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9902 of this *Journal.*]

Ordinance associated with this drawing printed on page 9901 of this *Journal*.



Lincoln Park's Noodle House.

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

SECTION 1. Permission and authority are hereby given and granted to Lincoln Park's Noodle House, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 2428 North Ashland Avenue. Said sign shall measure seven (7) feet in length, three (3) feet in height and shall be nine and five-tenths (9.5) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

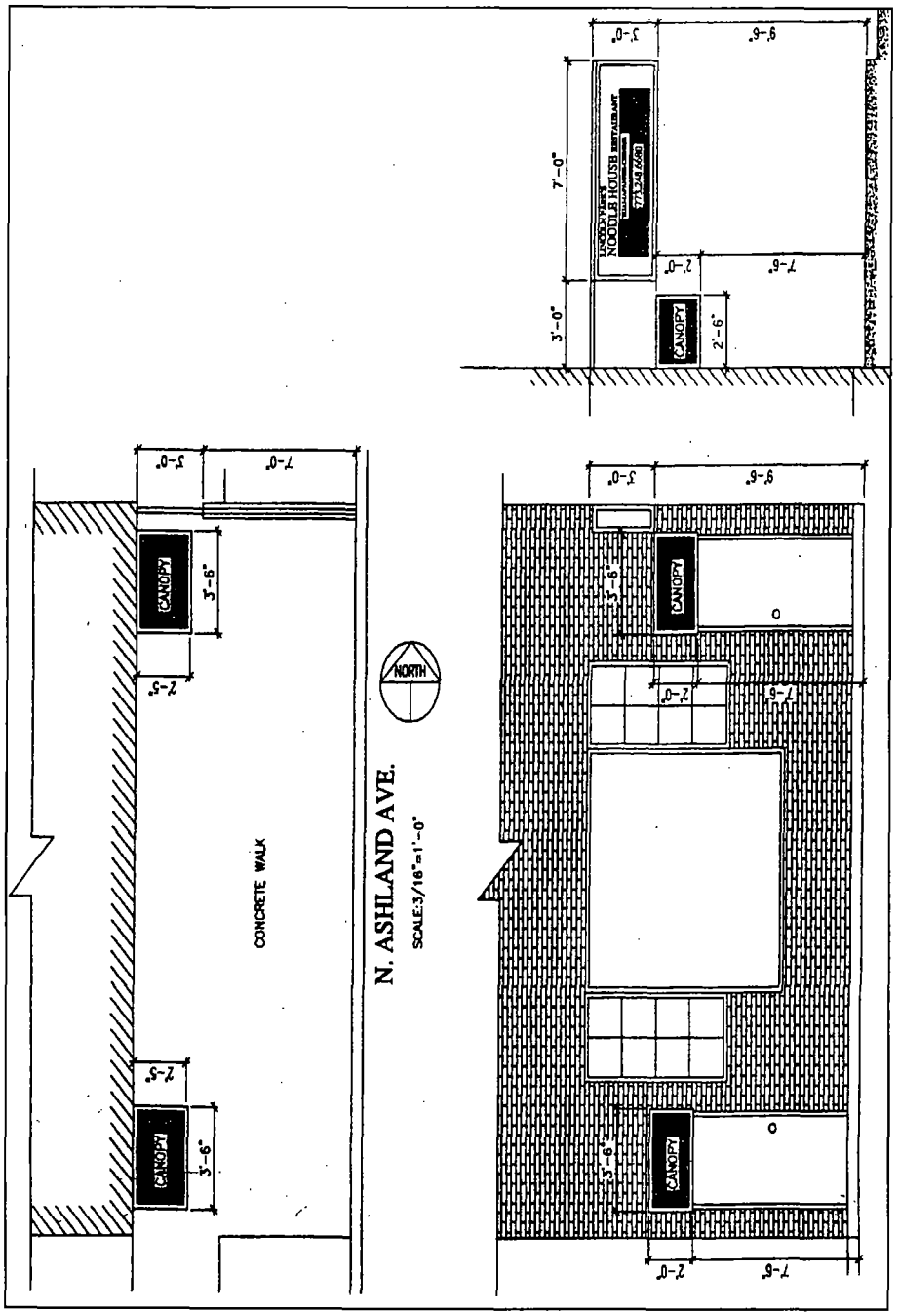
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1062432 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9904 of this *Journal.*]

Ordinance associated with this drawing printed on page 9903 of this *Journal*.



The Linn Condominium Association.

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

SECTION 1. Permission and authority are hereby given and granted to The Linn Condominium Association, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a flood control system under the public right-of-way adjacent to its premises known as 3908 -- 3910 North Wolcott Avenue. Said flood control system shall be located under the public sidewalk five (5) feet below grade level. Flood control system shall measure thirty-six (36) inches in diameter under and along North Wolcott Avenue. Flood control system shall serve the purpose to stop recurrent flooding in adjacent basement. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Flood control system shall be constructed in accordance with plans and specifications approved by the Department of Water Management and the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

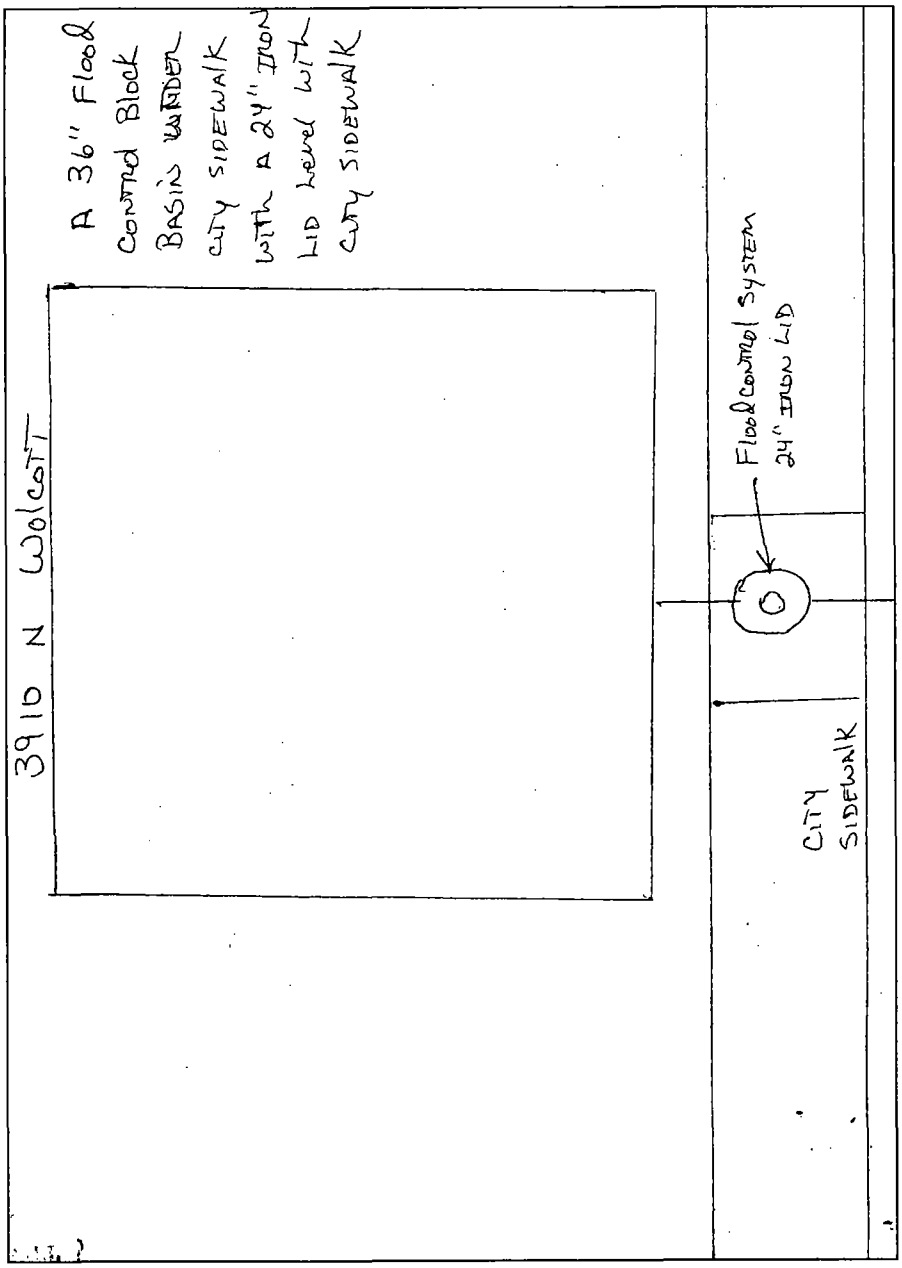
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1067341 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9906 of this *Journal.*]

Ordinance associated with this drawing printed on page 9905 of this *Journal*.



Lion Head Pub/The Apartment.

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

SECTION 1. Permission and authority are hereby given and granted to Lion Head Pub/The Apartment, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 2251 North Lincoln Avenue. Said sign structures measure as follows: along North Lincoln Avenue, at five and forty-two hundredths (5.42) feet in length, seven and forty-two hundredths (7.42) feet in height and eight and five-tenths (8.5) feet above grade level, one (1) at two and sixty-seven hundredths (2.67) feet in length, two and forty-two hundredths (2.42) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on prints hereto attached, which by reference are hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

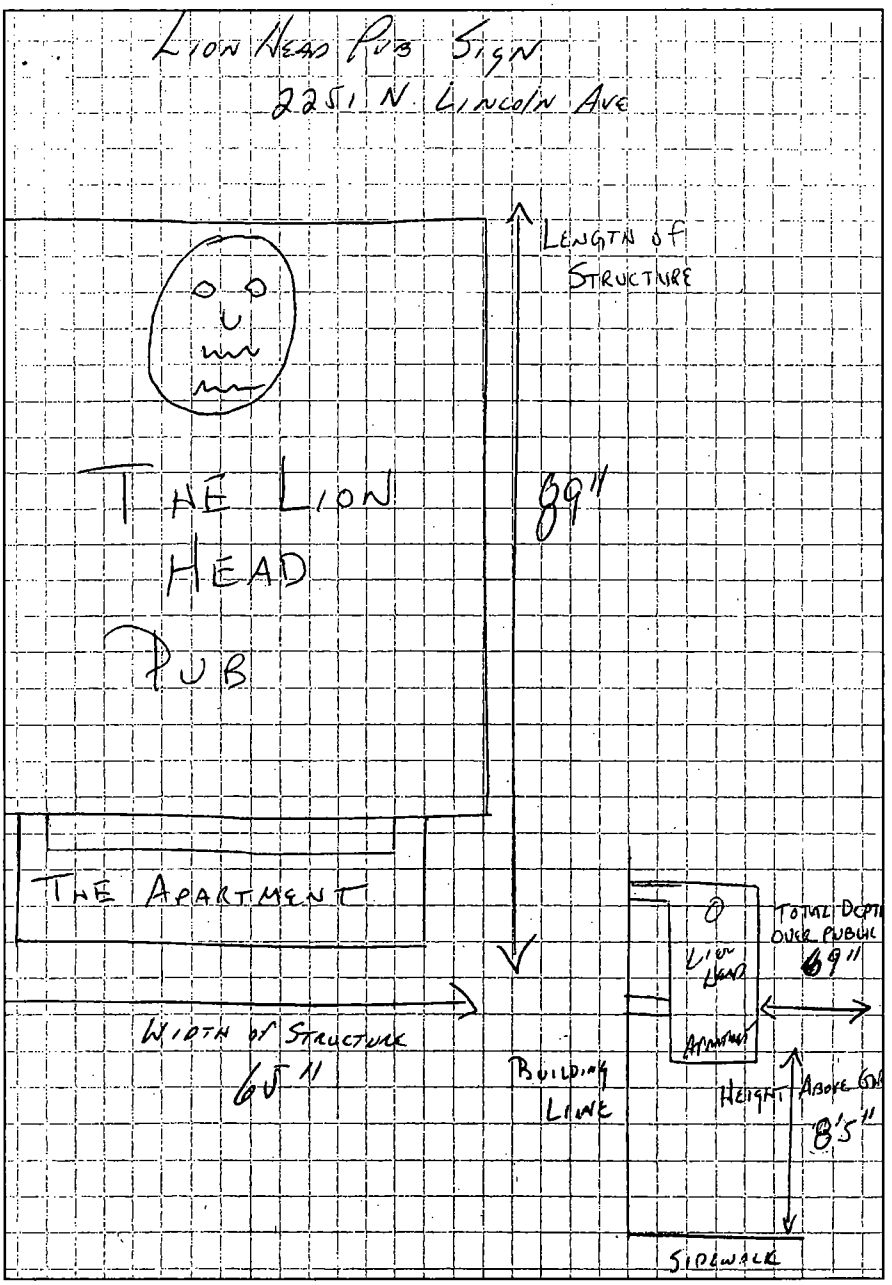
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1066053 herein granted the sum of Six Hundred and no/100 Dollars ($600.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

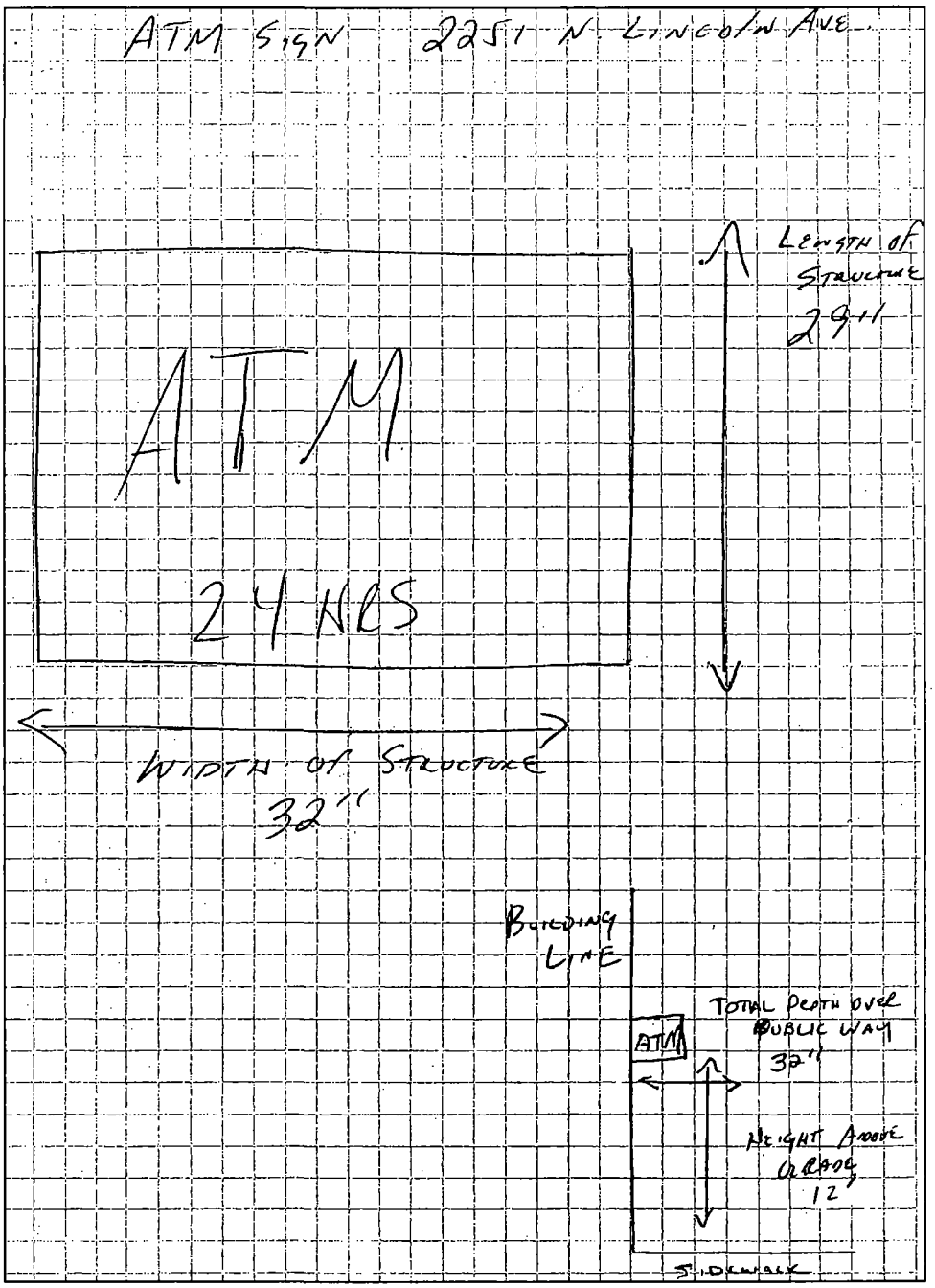
Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawings referred to in this ordinance printed on pages 9908 and 9909 of this *Journal.*]

Ordinance associated with this drawing printed on page 9907 of this *Journal*.



Ordinance associated with this drawing printed on page 9907 of this *Journal.*



Little Dennis.

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

SECTION 1. Permission and authority are hereby given and granted to Little Dennis, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) signs projecting over the public right-of-way attached to its premises known as 3007 West 63rd Street. Said sign structure measures as follows: along West 63rd Street, at six (6) feet in length, seven (7) feet in height and nine and five-tenths (9.5) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

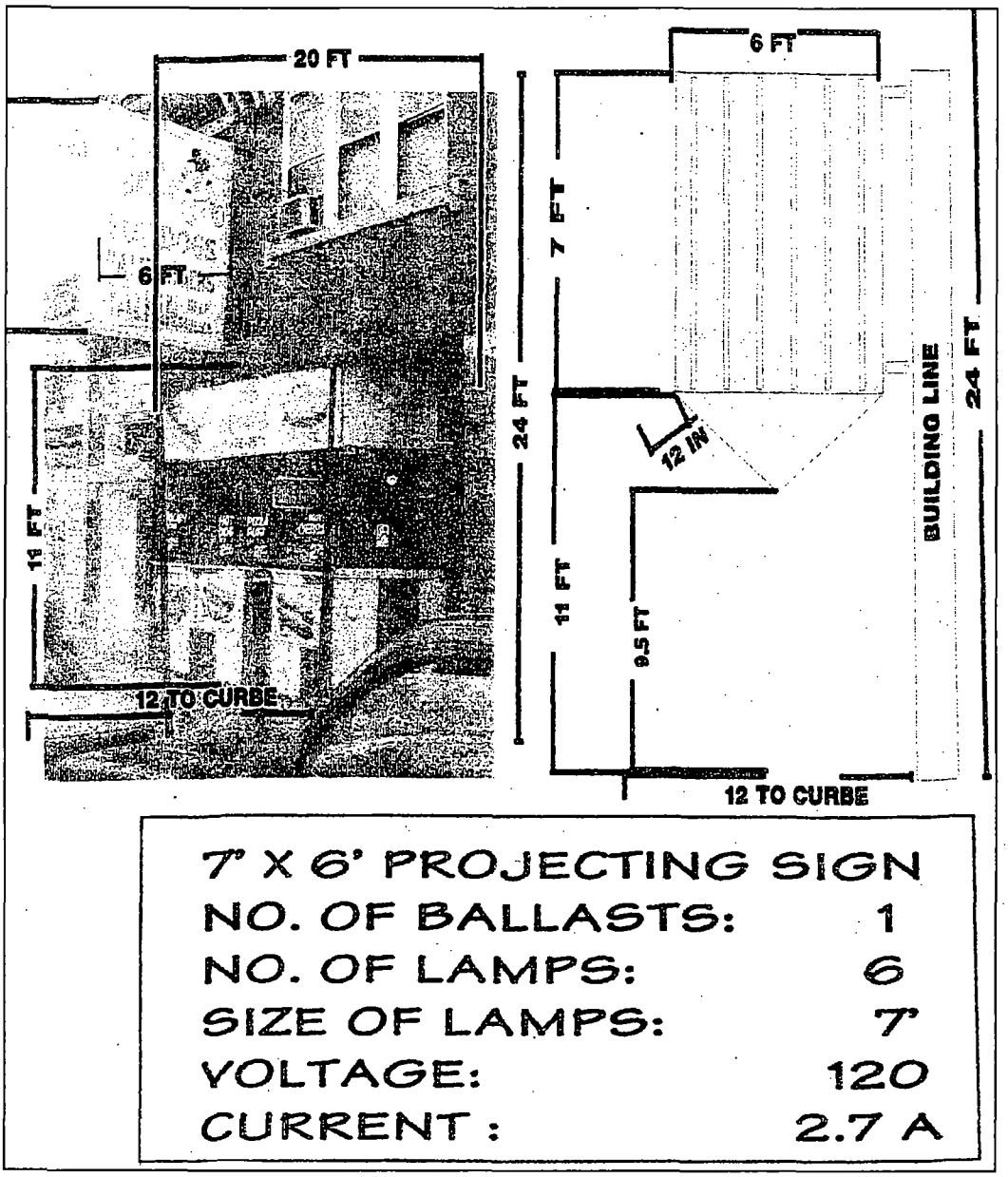
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1065587 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9911 of this *Journal.*]

Ordinance associated with this drawing printed on page 9910 of this *Journal.*



The Little Gym 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 Little Gym of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 3216 North Lincoln Avenue. Said sign shall measure twenty-eight and eighty-three hundredths (28.83) feet in length, four and five-tenths (4.5) feet in height and shall be eighteen and seventeen-hundredths (18.17) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

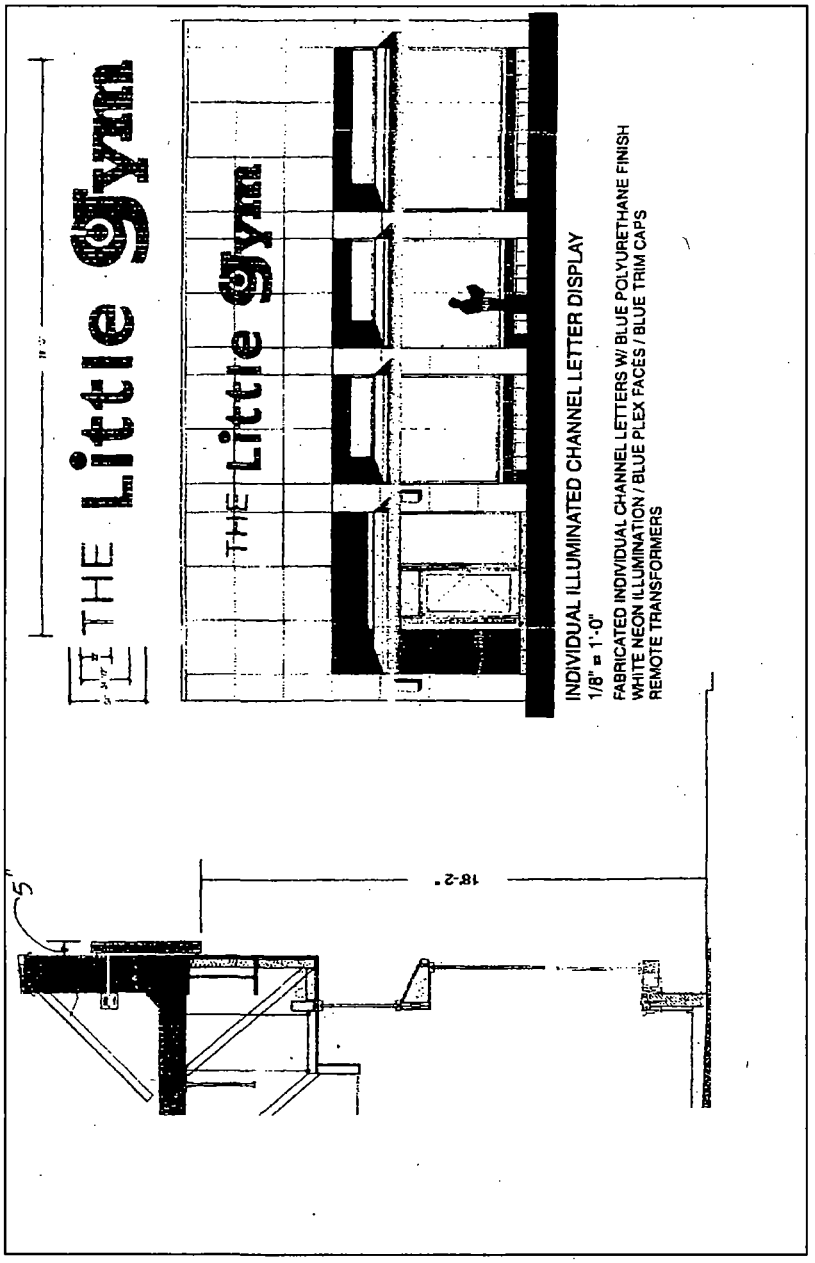
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1062436 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9913 of this *Journal.*]

Ordinance associated with this drawing printed on page 9912 of this *Journal.*



Los Candiles.

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

SECTION 1. Permission and authority are hereby given and granted to Los Candiles, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 2624 South Central Park Avenue. Said sign structure measures as follows: along South Central Park Avenue, at eight and five-tenths (8.5) feet in length, four (4) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

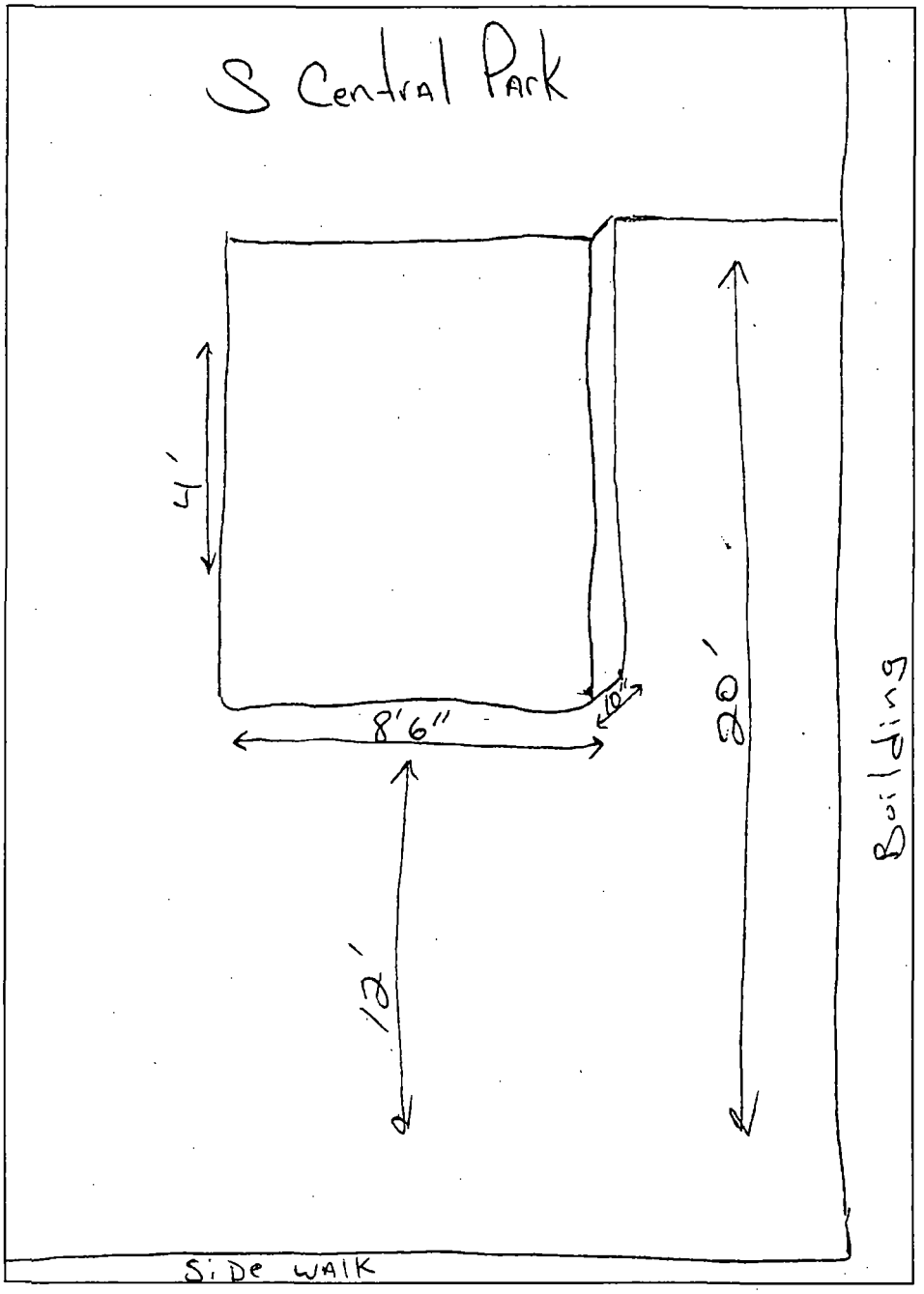
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1062971 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9915 of this *Journal.*]

Ordinance associated with this drawing printed on page 9914 of this *Journal*.



M Oak Rush, L.L.C.
(Caissons)

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

SECTION 1. Permission and authority are hereby given and granted to M Oak Rush, L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use seven (7) caissons under the public right-of-way adjacent to its premises known as 1 East Oak Street. Said caissons shall measure as follows: four (4) caissons shall be seven (7) feet in length and two (2) feet in width located under and along the alley behind North Rush Street, and three (3) caissons shall be five (5) feet in length and one (1) foot in width under and along East Oak Street. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications, the Department of Planning and Development and the Office of Underground Coordination.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

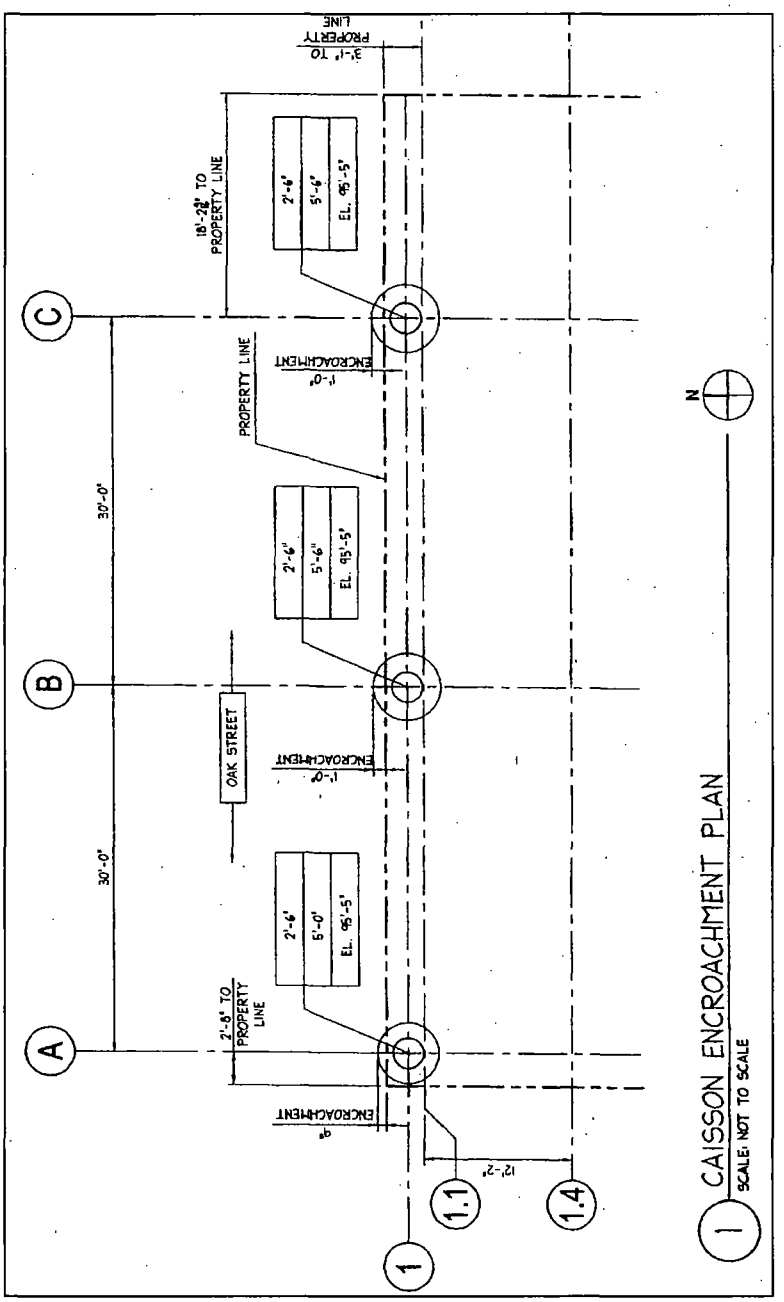
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1065612 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9917 of this *Journal.*]

Ordinance associated with this drawing printed on page 9916 of this *Journal.*



M Oak Rush, L.L.C.
(Manhole)

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

SECTION 1. Permission and authority are hereby given and granted to M Oak Rush, L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) manhole under the public right-of-way adjacent to its premises known as 1 East Oak Street. Said manhole shall be four (4) feet in diameter and will be one (1) foot, two (2) inches from property line into public way and proceed down from grade seven (7) feet, three (3) inches. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications, the Department of Water Management and the Office of Underground Coordination.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1065619 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

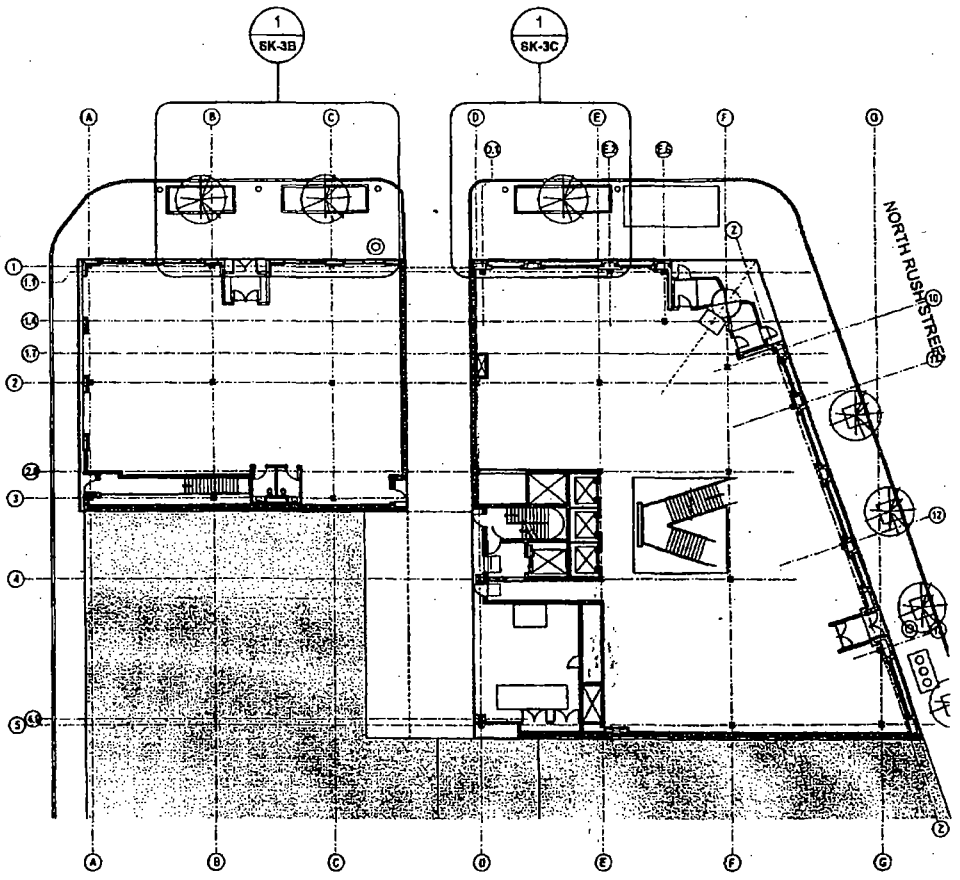
Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9919 of this *Journal.*]

Ordinance associated with this drawing printed on page 9918 of this *Journal.*

Sketch Number PW SK-3A **Gensler**

Project		Project Number
Oak and Rush		21.6149.000
Description		Issue/Rev
Public Way Overall Ground Floor Plan		1
Prepared by	Drawing Scale	Date
Mark Mockus	N.T.S.	May 18th, 2007



M Oak Rush, L.L.C.
(Sheeting)

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

SECTION 1. Permission and authority are hereby given and granted to M Oak Rush, L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use sheeting under the public right-of-way adjacent to its premises known as 1 East Oak Street. Said sheeting shall be described as follows:

Under and along North State Street (public alley), said sheeting shall measure sixty-two (62) feet, six (6) inches in length and one (1) foot in width. Sheeting shall be approximately twenty-five (25) feet below grade level.

Under and along East Oak Street, said sheeting shall measure seventy (70) feet in length and one (1) foot in width. Sheeting shall be approximately forty (40) feet below grade level.

Under and along North Rush Street (public alley), said sheeting shall measure one hundred eighteen (118) feet, six (6) inches in length and one (1) foot in width. Sheeting shall be approximately forty (40) feet below grade level.

Under and along North Rush Street, said sheeting shall measure one hundred twenty-two (122) feet, eleven (11) inches in length and one (1) foot in width. Sheeting shall be approximately forty (40) feet below grade level.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Sheeting shall be constructed in accordance with plans and specifications approved by the Department of Transportation, the Office of Emergency Management and Communications and the Department of Planning and Development.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

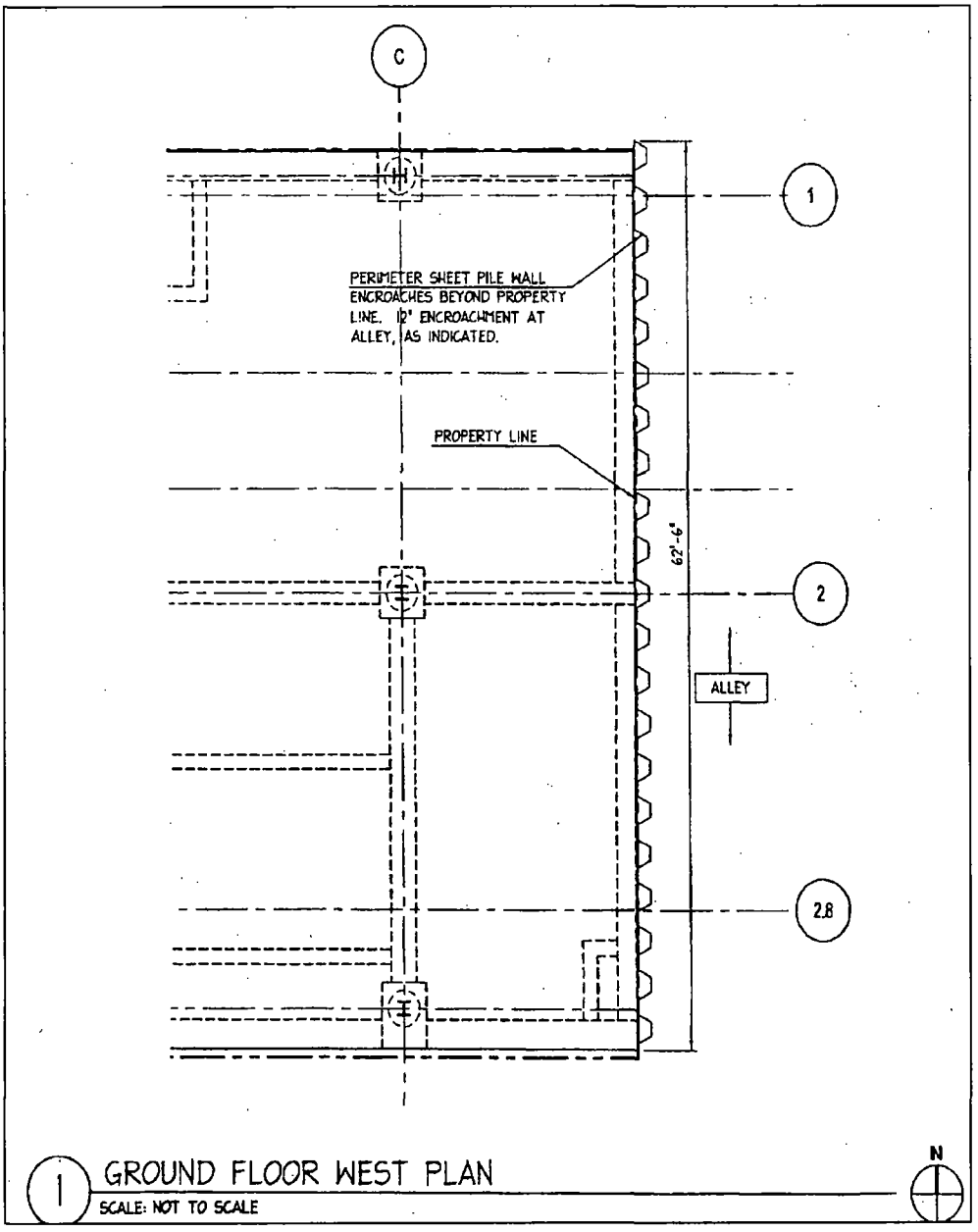
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1065613 herein granted the sum of Four Hundred and no/100 Dollars ($400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9921 of this *Journal*.]

Ordinance associated with this drawing printed on page 9920 of this *Journal.*



Magnum Insurance.

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

SECTION 1. Permission and authority are hereby given and granted to Magnum Insurance, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 4259 North Western Avenue. Said sign shall be twelve (12) feet in length, six (6) feet in width and shall be sixteen (16) feet above grade along North Western Avenue. Sign has been constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

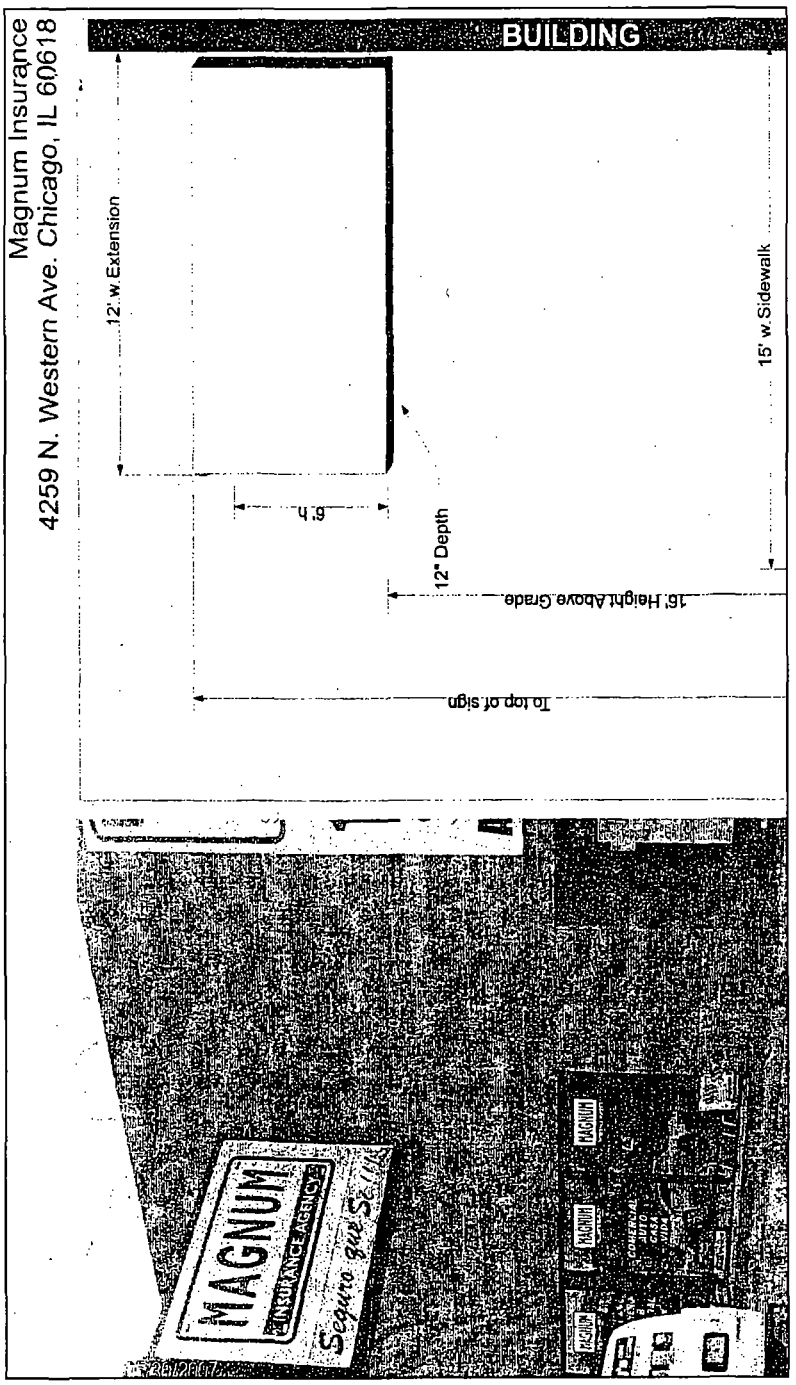
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1065397 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9923 of this *Journal.*]

Ordinance associated with this drawing printed on page 9922 of this *Journal*.



Marathon.

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

SECTION 1. Permission and authority are hereby given and granted to Marathon, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 1810 West 35th Street. Said sign shall measure six and sixty-seven hundredths (6.67) feet in length, nine (9) feet in height and shall be eleven and eighty-three hundredths (11.83) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

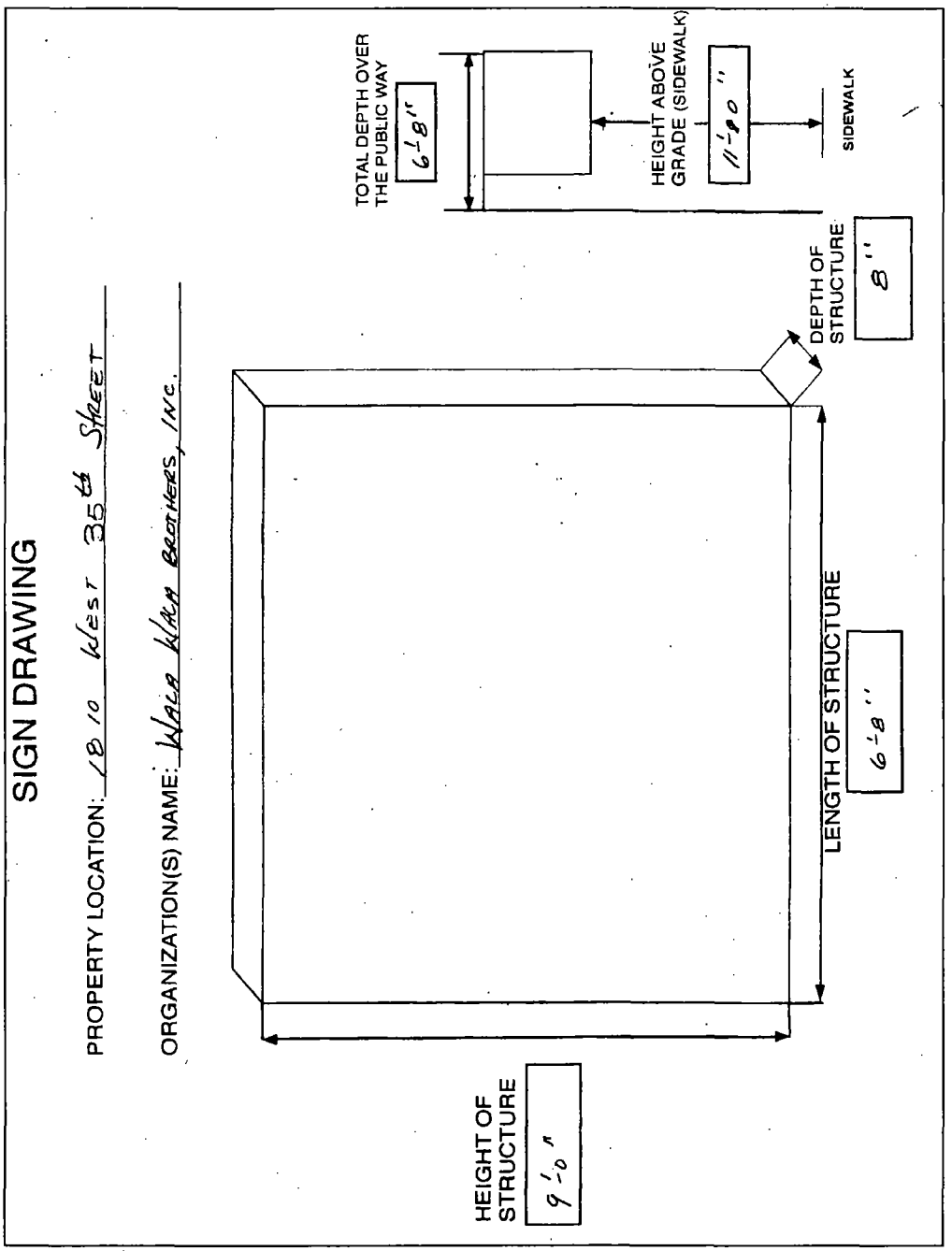
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1063461 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9925 of this *Journal.*]

Ordinance associated with this drawing printed on page 9924 of this *Journal*.



Marisqueria 7 Mares Limited.

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

SECTION 1. Permission and authority are hereby given and granted to Marisqueria 7 Mares Limited, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 4010 -- 4012 West Montrose Avenue. Said sign structure measures as follows: along West Montrose Avenue, at four (4) feet in length, four (4) feet in height and fourteen (14) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

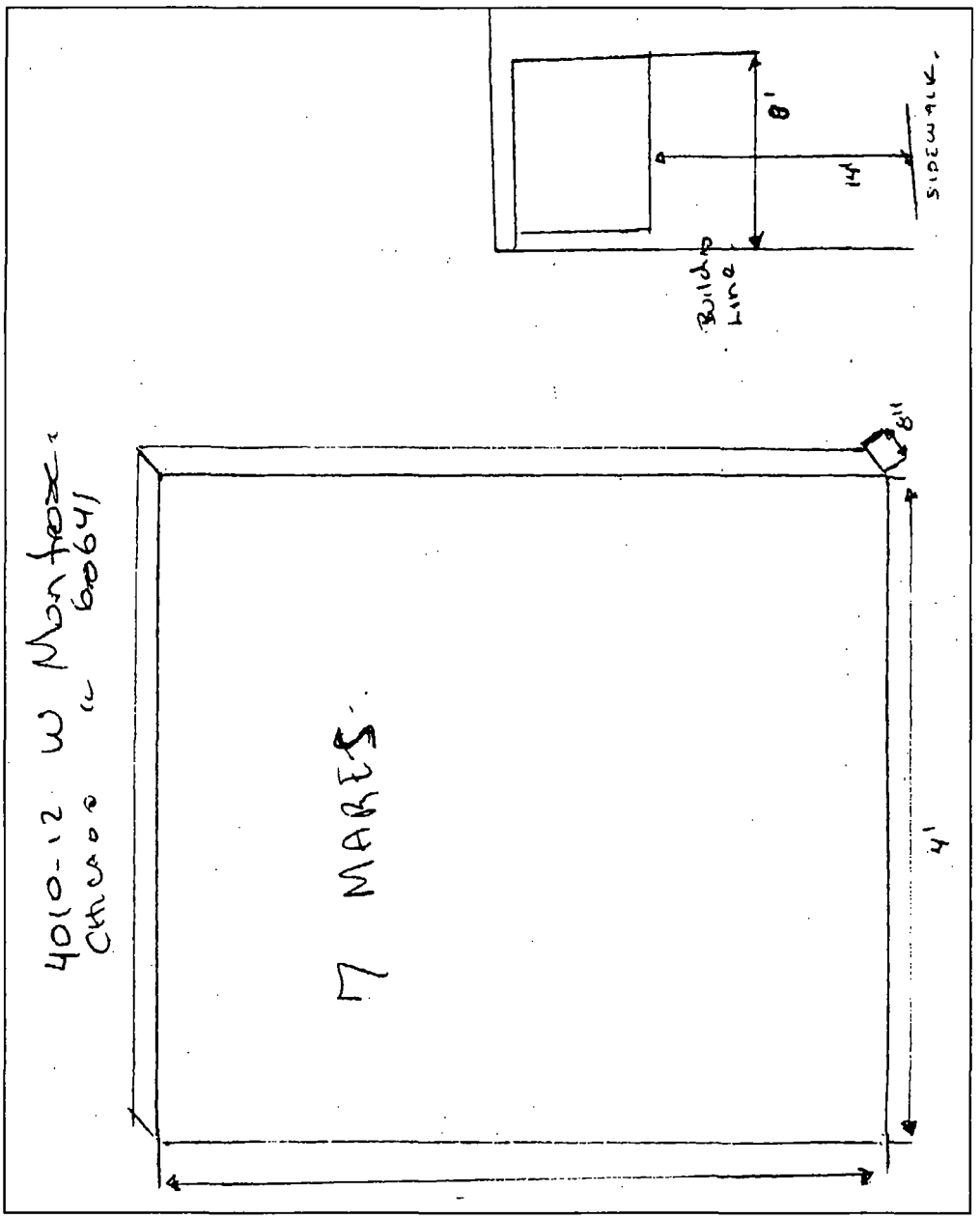
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1063227 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9927 of this *Journal.*]

Ordinance associated with this drawing printed on page 9926 of this *Journal*.



Market Fish Cooked & Fresh.

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

SECTION 1. Permission and authority are hereby given and granted to Market Fish Cooked & Fresh, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 7129 South State Street. Said sign shall measure eight (8) feet in length, four (4) feet in height and shall be ten and five-tenths (10.5) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

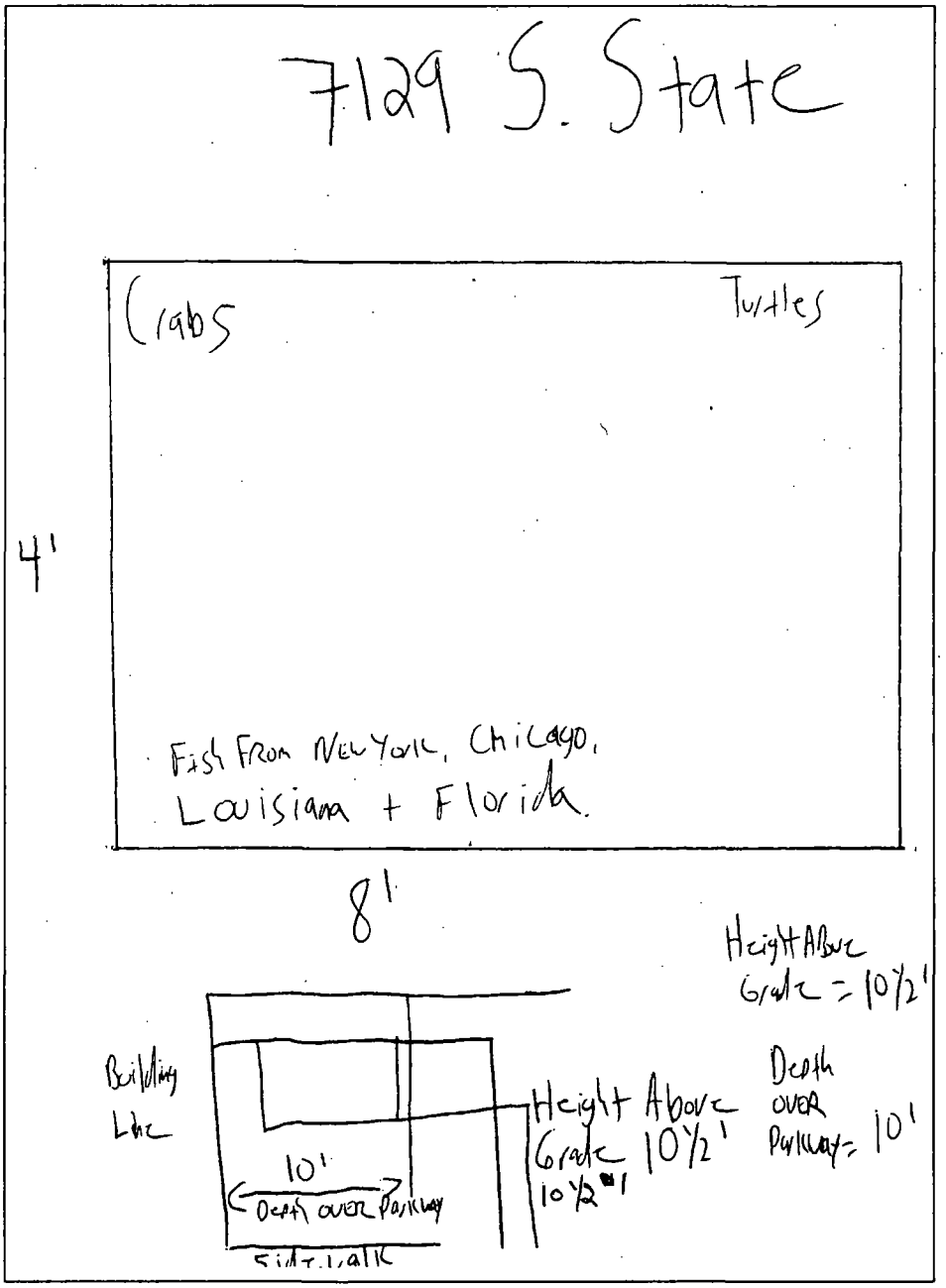
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1062734 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9929 of this *Journal.*]

Ordinance associated with this drawing printed on page 9928 of this *Journal*.



Marquette Auto Glass, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Marquette Auto Glass, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 6715 South Ashland Avenue. Said sign shall be eight (8) feet in length, four (4) feet in width and shall be eleven (11) feet above grade along South Ashland Avenue. Sign has been constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

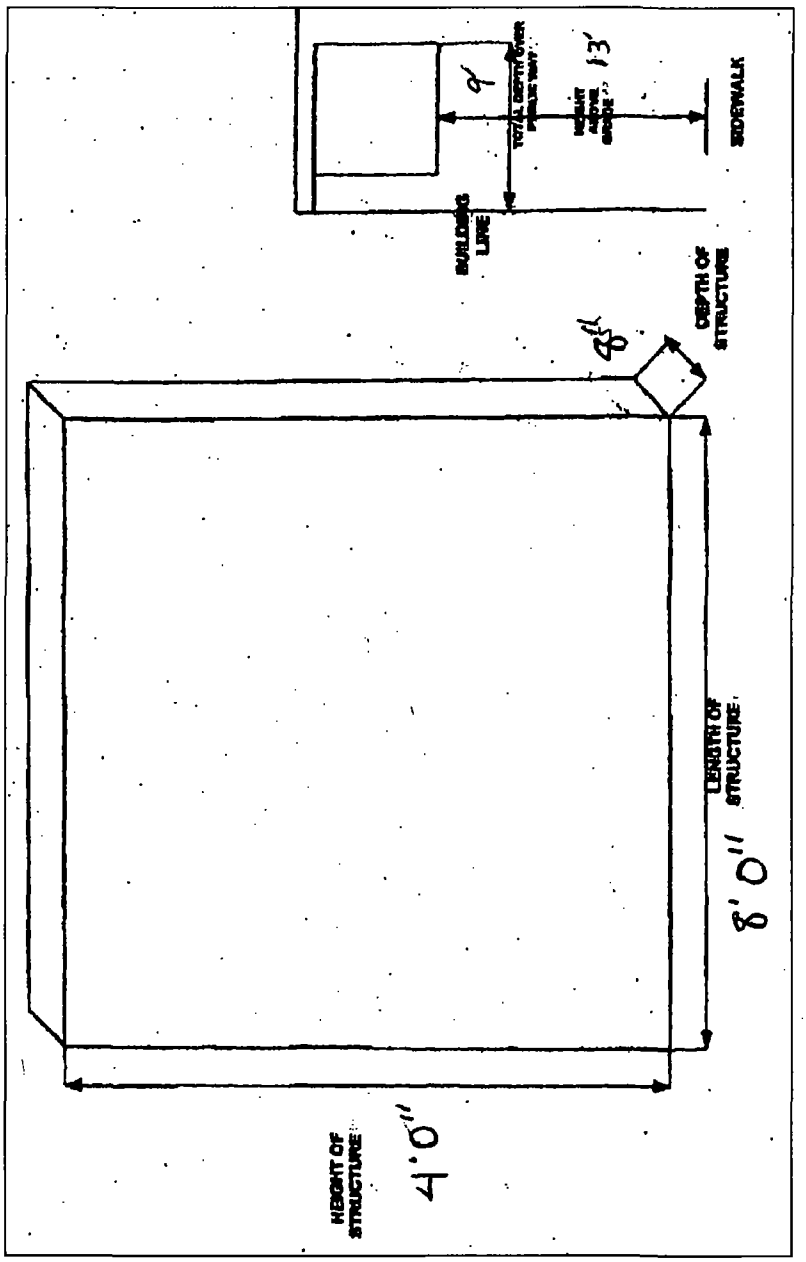
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1063088 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9931 of this *Journal.*]

Ordinance associated with this drawing printed on page 9930 of this *Journal.*



McDonald's.

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

SECTION 1. Permission and authority are hereby given and granted to McDonald's, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign over the public right-of-way adjacent to its premises known as 4158 South Ashland Avenue. Said sign shall be twelve (12) feet in length, ten (10) feet in height and twelve (12) feet above grade level. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

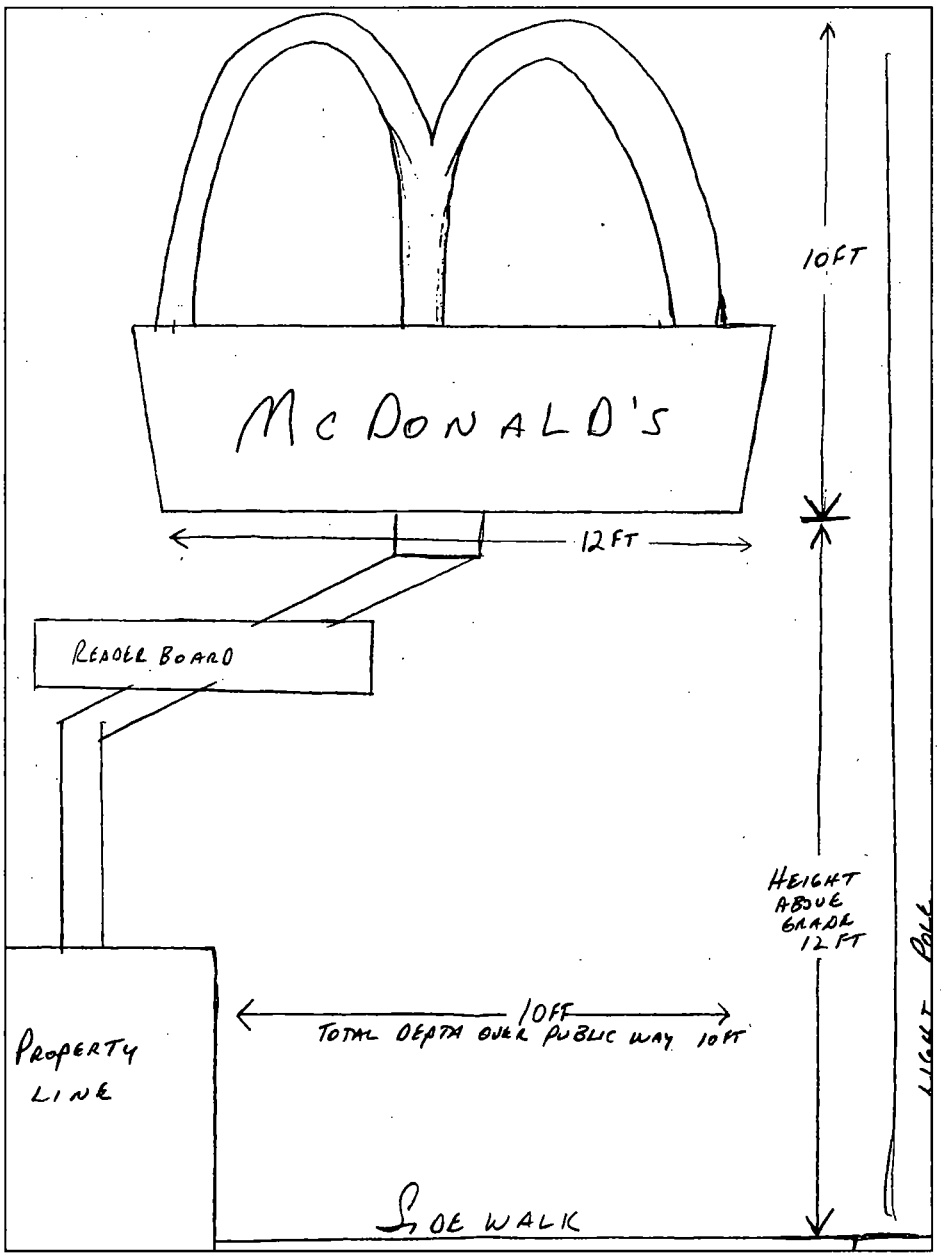
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1061946 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9933 of this *Journal.*]

Ordinance associated with this drawing printed on page 9932 of this *Journal.*



MG International.

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

SECTION 1. Permission and authority are hereby given and granted to MG International, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 4358 West Fullerton Avenue. Said sign shall measure six (6) feet in length, eight (8) feet in height and shall be nine (9) feet above grade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Said privilege shall be constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

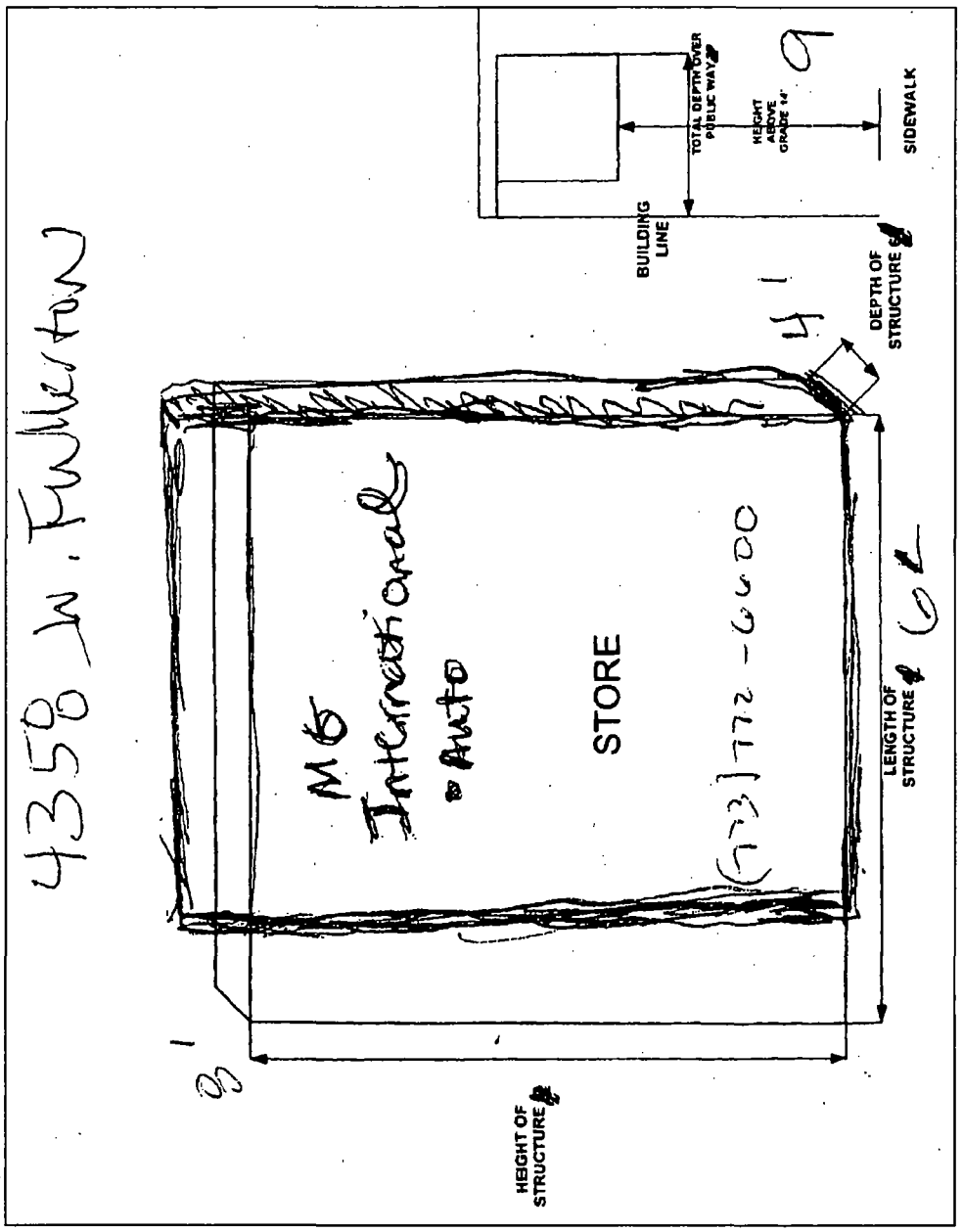
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1062820 herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9935 of this *Journal.*]

Ordinance associated with this drawing printed on page 9934 of this *Journal*.



Mi Familia Restaurant.

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

SECTION 1. Permission and authority are hereby given and granted to Mi Familia Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way adjacent to its premises known as 6322 West Grand Avenue. Said sign shall be six (6) feet in length, four (4) feet in width and shall be sixteen (16) feet above grade along West Grand Avenue. Sign has been constructed in accordance with plans and specifications approved by the Office of Emergency Management and Communications. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

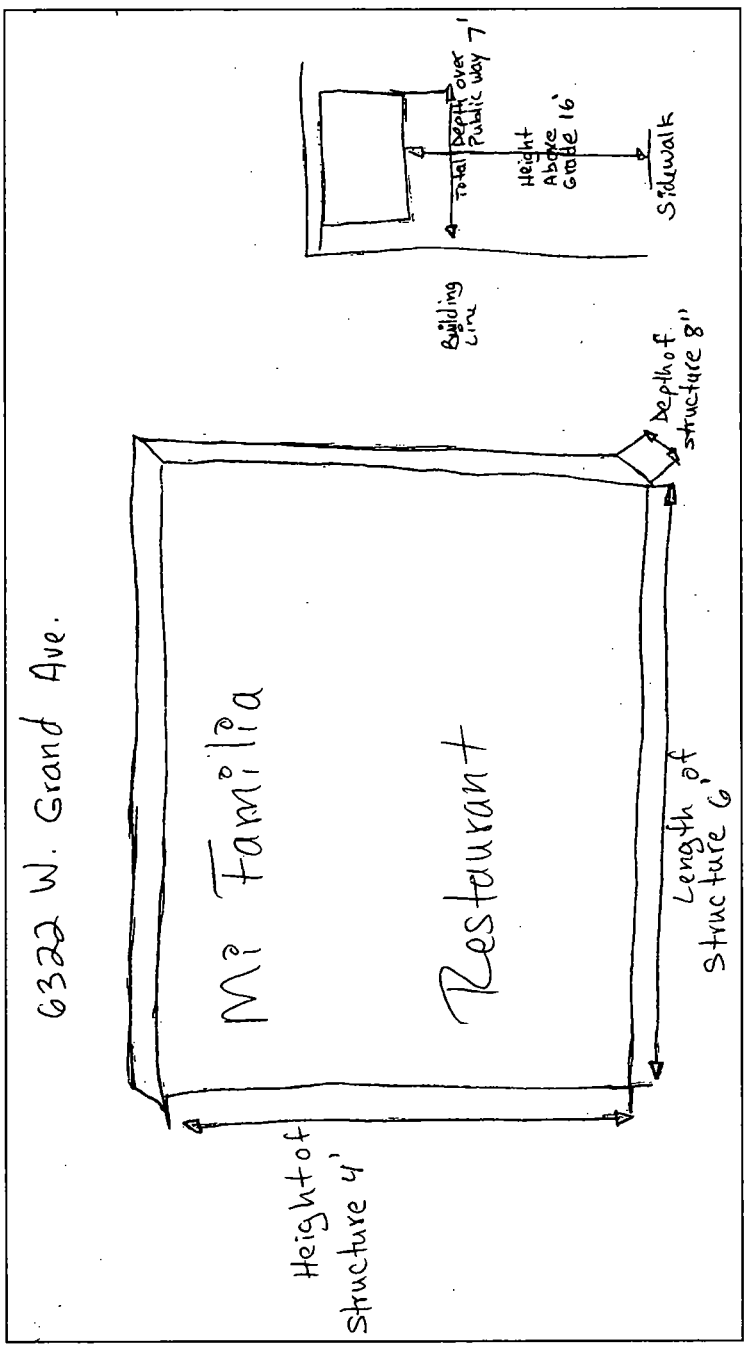
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1063078 herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on page 9937 of this *Journal.*]

Ordinance associated with this drawing printed on page 9936 of this *Journal*.



Continued in Volume III
on page 9938