

PD 610

Table of Contents

07/07/2017 Minor Change **2**
 Exhibits 4
10/02/1996 PD Amendment **16**
 Ordinance 17
 Statements 19
 Bulk Table 22
 Exhibits 24
06/23/1967 Agreement **38**
01/23/1964 PD Adoption **55**
 Ordinance 55



DEPARTMENT OF PLANNING AND DEVELOPMENT
CITY OF CHICAGO

July 7, 2017

Erin O'Donnell
Managing Deputy Commissioner
Chicago Department of Aviation
Chicago, Illinois 60606

Re: Administrative Relief request for PD Number 610 – Midway Airport Passenger Security Checkpoint Expansion and Terminal Parking Garage Expansion

Dear Ms. O'Donnell:

Please be advised that your request for a minor change to Planned Development No. 610 ("PD 610"), has been considered by the Department of Planning and Development pursuant to Section 17-13-0611 of the Chicago Zoning Ordinance and Statement No. 13 of the PD.

The Department of Aviation is seeking administrative relief to allow for the expansion of the passenger security checkpoint and the expansion of the terminal parking garage, as shown on the attached Midway Project Locations exhibit and rendering.


In regards to the passenger security checkpoint, they are seeking to expand the width of the existing pedestrian bridge over Cicero Avenue by approximately 350 feet so that a new 100,000 square foot security checkpoint area can be built, as shown on the attached Architectural Site Plan and New Bridge South/North Elevations, dated September 20, 2016.

Secondly, they are also seeking to expand the existing multi-level terminal parking garage located east of the terminal building. The parking garage will be expanded to the east over the CTA tracks. In order to provide clearance for CTA trains, only levels 3 thru 6 of the new parking facility will be utilized for parking while levels 1 and 2 remain open for CTA operations. The new, expanded parking garage will provide approximately 1,500 parking spaces. This project will also include the realignment and replacement of the existing pedestrian walkway that connects the Airport terminal to the CTA Orange Line Station to the southeast. The existing and expanded parking structures will be clad in a new façade to provide a consistent and uniform appearance so that the two structures appear to be a single structure. Other enabling work elements include splitting of the entrance ramp from northbound Cicero Avenue, a new parking garage entrance bridge and rehabilitation of the Kilpatrick Ave. pavement from 5th Street to the south end of the parking facility. The project is shown on the attached Overall Key Plan, Overall Plans-Levels 1 & 2, Levels 3 & 4, Levels 5 & 6, Exterior Elevations (4), dated March 2017.

With regard to your request, the Department of Planning and Development has determined that allowing the proposed modifications will not create an adverse impact on the Planned Development or surrounding neighborhood, will not result in an increase in the bulk or density, and will not change the character of the development, and therefore, would constitute a minor change. Additionally, as shown on the attached plans, both expansions have been approved by the Department of Transportation.

Accordingly, pursuant to the authority granted by the Chicago Zoning Ordinance and Planned Development No. 610, I hereby approve the foregoing minor change, but no other changes to this Planned Development. This minor change is valid for twelve (12) months from the date of this letter unless action to implement the minor change is commenced within such time period and thereafter diligently pursued to completion, including, if applicable, construction consistent with the minor change as authorized by a building permit. If action to implement the minor change, including construction, does not begin within the time set forth, or does not proceed with reasonable diligence, then the approval will lapse and become null and void.

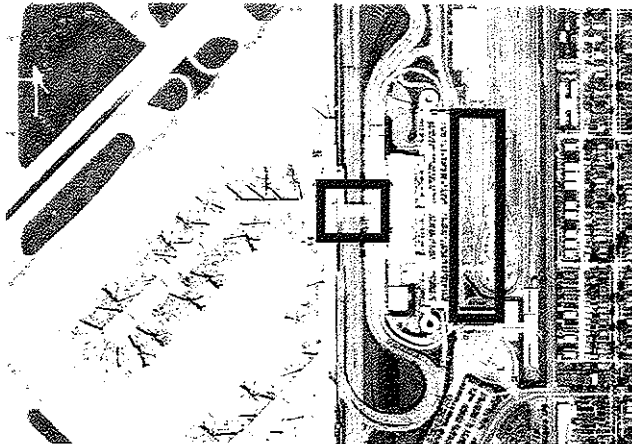
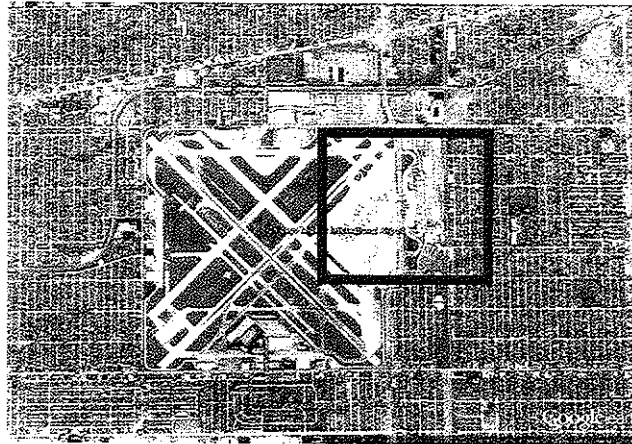
Sincerely,

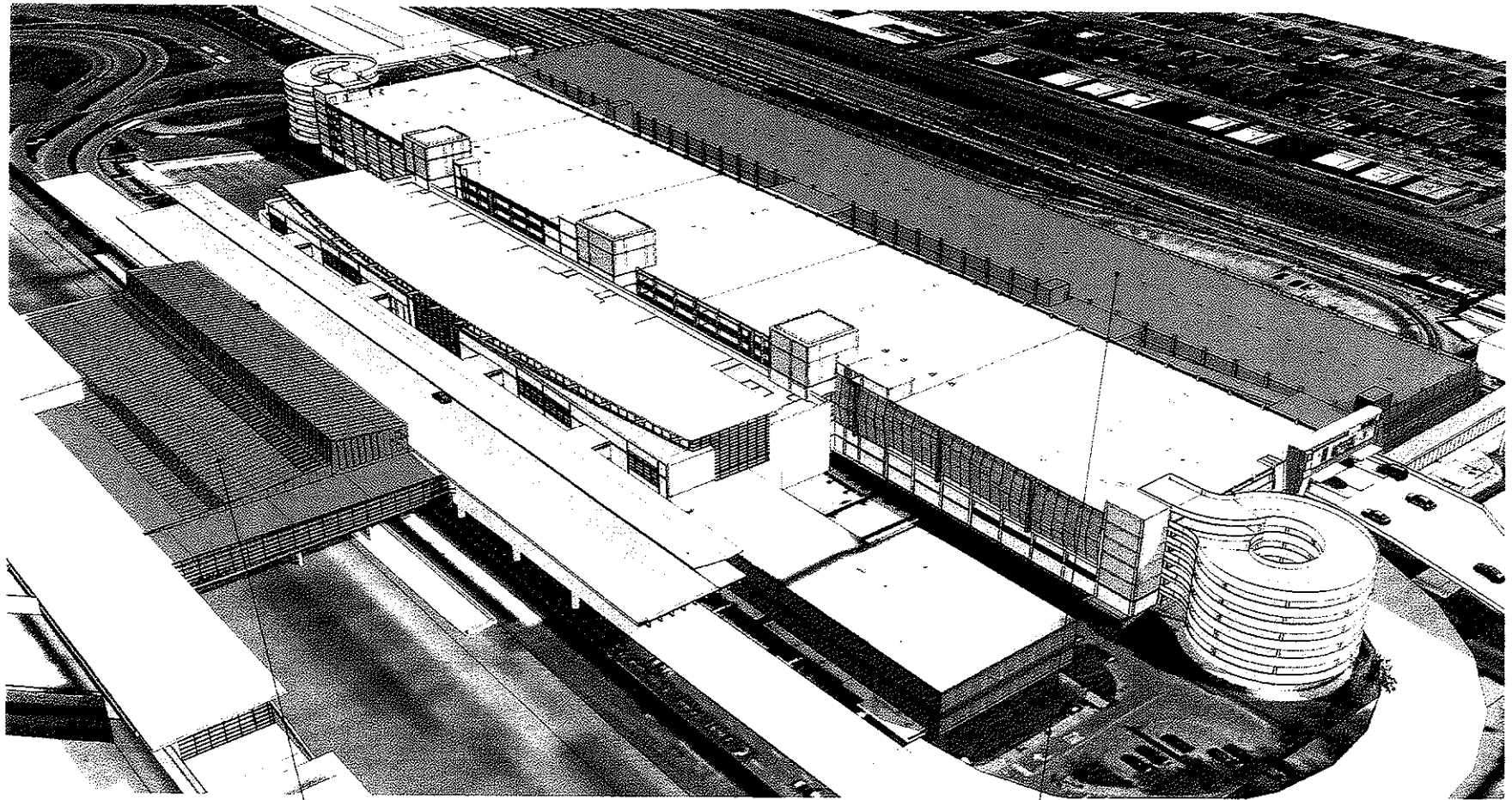


Patricia A. Scudiero
Zoning Administrator

PAS:PM:tm

c: Kris Koch, Mike Marmo, Erik Glass, Dan Klaiber, Planned Development files





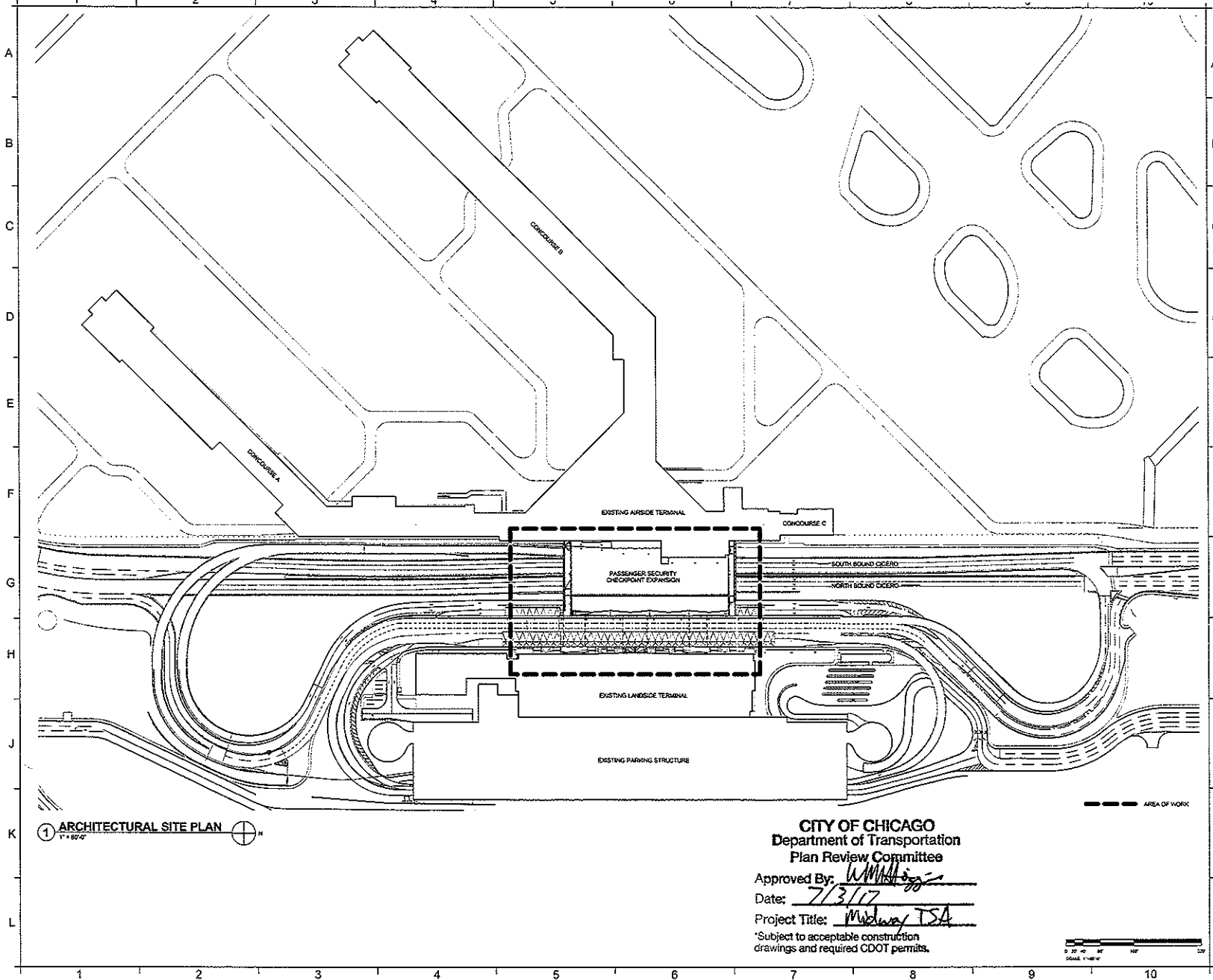
SECURITY CHECKPOINT EXPANSION

PARKING GARAGE EXPANSION

MULLER MULLER **JACOBS**

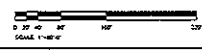


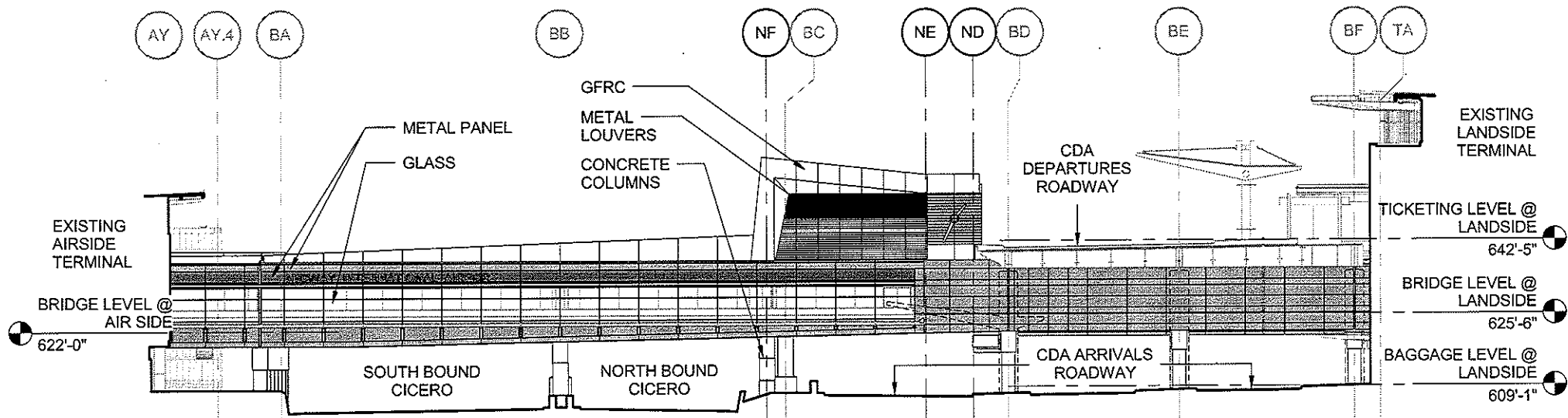
Midway Expansion Projects
Zoning Administration Relief Request



1 ARCHITECTURAL SITE PLAN
1" = 80'-0"

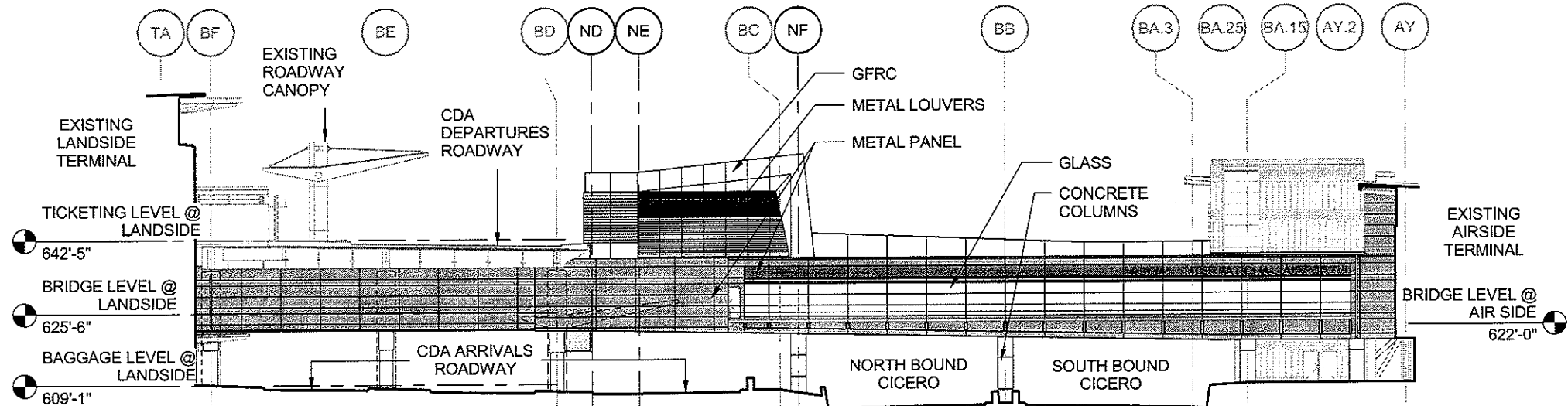
CITY OF CHICAGO
Department of Transportation
Plan Review Committee
Approved By: [Signature]
Date: 7/3/17
Project Title: Midway TSA
*Subject to acceptable construction
drawings and required CDOT permits.





1 NEW BRIDGE SOUTH ELEVATION

3/64" = 1'-0"

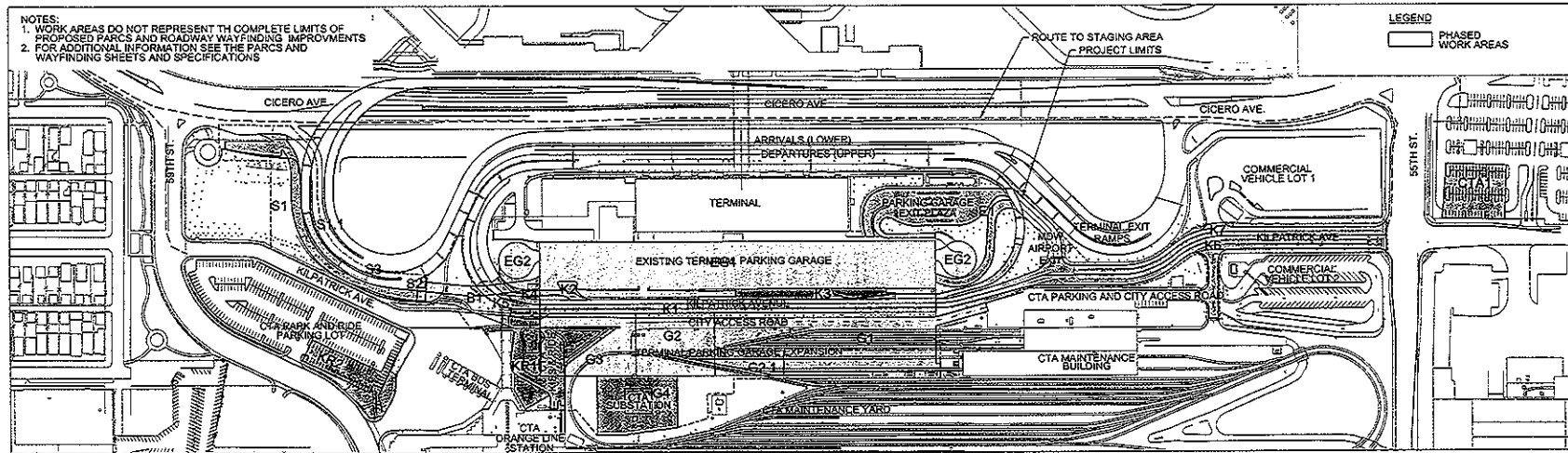


2 NEW BRIDGE NORTH ELEVATION

3/64" = 1'-0"

- NOTES:
1. WORK AREAS DO NOT REPRESENT THE COMPLETE LIMITS OF PROPOSED PARCS AND ROADWAY WAYFINDING IMPROVEMENTS
 2. FOR ADDITIONAL INFORMATION SEE THE PARCS AND WAYFINDING SHEETS AND SPECIFICATIONS

LEGEND
PHASED
WORK AREAS



CITY OF CHICAGO
Department of Transportation
Plan Review Committee

Approved By: *[Signature]*

Date: *7/3/17*

Project Title: *Midway Garage*

*Subject to acceptable construction drawings and required CDOT permits.

KEY PLAN

APPROVED AS WORKING PLAN
BY:

REV. DATE DESCRIPTION

PROJECT NAME:

MIDWAY INTERNATIONAL AIRPORT

TERMINAL
PARKING GARAGE EXPANSION

VOLUME 1 OF 2 - SITE DEVELOPMENT

SHEET TITLE:

OVERALL KEY PLAN

DESIGNED: DRAWN: CHECKED:

NEC ZES KJK

PROJECT NO.: M5057.15-00

DATE: MARCH XX, 2017

SHEET NO. REVISION

G-201

GENERAL NOTES - OVERALL PLAN

- A REFER TO SHEET A-501 FOR PARTITION SCHEDULE
- B REFER TO SHEET A-511 FOR DOOR AND FRAME SCHEDULE
- C REFER TO SHEET A-512 FOR ROOM FINISH SCHEDULE
- D PARKING FACILITY EXTENTS SHOWN SHADED FOR CLARITY
- E REFER SHEETS A-111 TO A-140 FOR PARTIAL FLOOR PLANS
- F PROVIDE WHEEL STOPS AT ALL PARKING SPACES; REFER TO 8/A-531 FOR TYPICAL DETAIL
- G REFER SHEET A-445 FOR CTA CANOPY DEMOLITION AND RENOVATION

KEYNOTE LEGEND

- 017 REGIONAL BUS DROPOFF; REFER CIVIL
- 027 LIMITS OF PARKING FACILITY ABOVE; SHOWN DASHED FOR CLARITY
- 055 CTA PARKING; REFER CIVIL
- 145 TERMINAL EXTENT

OVERALL PARKING TABULATION

PARKING FACILITY EXPANSION TOTAL	4070
PREVIOUS TOTAL - EXISTING GARAGE	2515
NET ADDITIONAL SPACE TOTAL	1555

OVERALL PARKING COUNTS

LEVEL 1	341
LEVEL 2	357
GE LEVEL 3	643
GE LEVEL 4	893
GE LEVEL 5	910
GE LEVEL 6	923



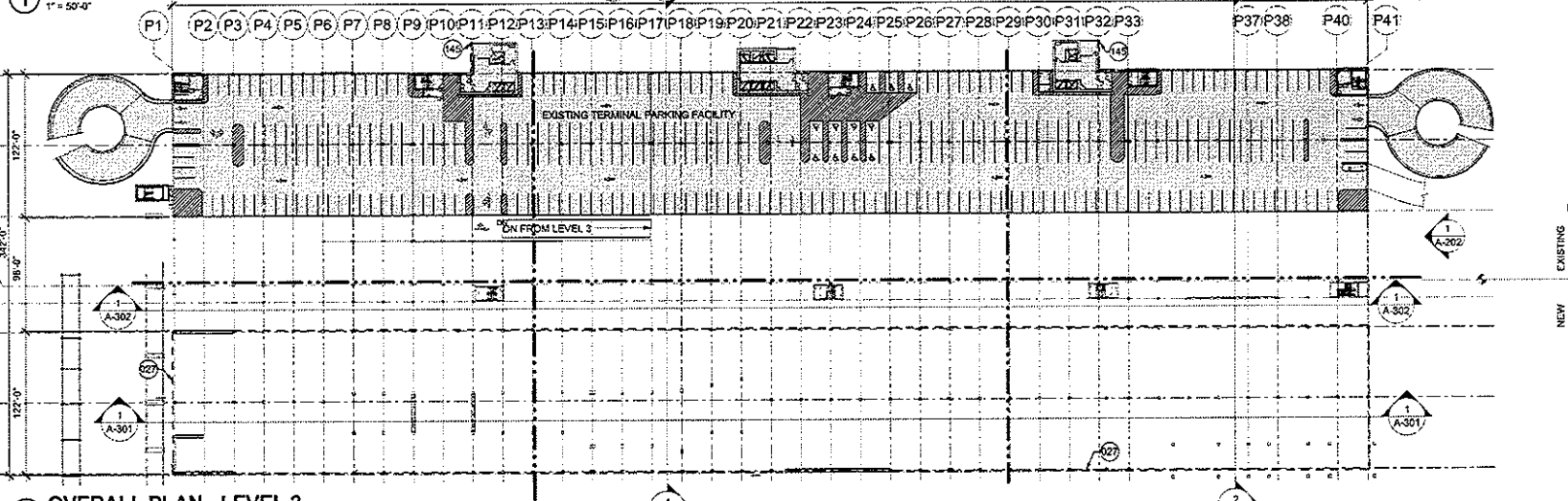
MIDWAY INTERNATIONAL AIRPORT
CITY OF CHICAGO
RAHM EMMANUEL
MAYOR
DAVID S. EVANS
COMMISSIONER

JACOBS

525 W. Monroe Suite 1600
Chicago, Illinois 60661
Telephone: 312.251.3000
Fax: 312.251.3015

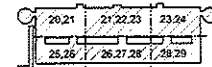
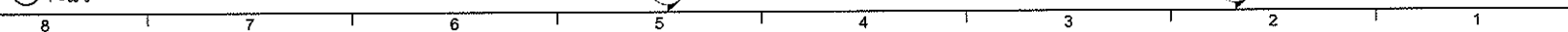
1 OVERALL PLAN - LEVEL 1

1" = 50'-0"



2 OVERALL PLAN - LEVEL 2

1" = 50'-0"



KEY PLAN

APPROVED AS WORKING PLAN
BY:

DATE:

ISSUED FOR BID

REV. DATE DESCRIPTION

PROJECT NAME:

MIDWAY INTERNATIONAL AIRPORT

TERMINAL

PARKING GARAGE EXPANSION

VOLUME 2 OF 2 - STRUCTURAL

ARCHITECTURAL INFORMATION MEPP

SHEET TITLE

OVERALL PLANS -

LEVELS 1 & 2

DESIGNED: CMS

DRAWN: AAS

CHECKED: JHN

PROJECT NO. M5057.15-00

DATE: MARCH XX, 2017

SHEET NO.

REVISION

A-101

GENERAL NOTES - OVERALL PLAN

- A REFER TO SHEET A-601 FOR PARTITION SCHEDULE
- B REFER TO SHEET A-611 FOR DOOR AND FRAME SCHEDULE
- C REFER TO SHEET A-612 FOR ROOM FINISH SCHEDULE
- D PARKING FACILITY EXTENTS SHOWN SHADED FOR CLARITY
- E REFER SHEETS A-111 TO A-143 FOR PARTIAL FLOOR PLANS
- F PROVIDE WHEEL STOPS AT ALL PARKING SPACES; REFER TO S/A-531 FOR TYPICAL DETAIL
- G REFER SHEET A-445 FOR CTA CANOPY DEMOLITION AND RENOVATION

KEYNOTE LEGEND

- 026 PEDESTRIAN WALKWAY EXTENTS; REFER AW SERIES SHEETS
- 028 OPEN TO BELOW
- 071 EXISTING CANTILEVERED SLAB; REFER STRUCTURAL
- 145 TERMINAL EXTENT

OVERALL PARKING TABULATION

PARKING FACILITY EXPANSION TOTAL	4070
PREVIOUS TOTAL - EXISTING GARAGE	2515
NET ADDITIONAL SPACE TOTAL	1555

OVERALL PARKING COUNTS

LEVEL 1	344
LEVEL 2	357
GE LEVEL 3	643
GE LEVEL 4	893
GE LEVEL 5	910
GE LEVEL 6	923



MIDWAY INTERNATIONAL AIRPORT
CITY OF CHICAGO
RAHMANUEL
W/AM
GARDNER & EVANS
ARCHITECTS

JACOBS

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Fax: 312.251.2875

1 OVERALL PLAN - LEVEL 3

1" = 50'-0"

2 OVERALL PLAN - LEVEL 4

1" = 50'-0"

KEY PLAN

APPROVED AS WORKING PLAN

BY:

DATE:

ISSUED FOR:

PROJECT NAME:

MIDWAY INTERNATIONAL AIRPORT

TERMINAL

PARKING GARAGE EXPANSION

VOLUME 2 OF 2 - STRUCTURAL

ARCHITECTURAL INFORMATION MEET

SHEET TITLE:

OVERALL PLANS -

LEVELS 3 & 4

DESIGNED:

CMS

DRAWN:

AAS

CHECKED:

JHM

PROJECT NO:

M5057.15-00

DATE:

MARCH XX, 2017

SHEET NO.

REVISION

A-102

GENERAL NOTES - OVERALL PLAN

- A REFER TO SHEET A-501 FOR PARTITION SCHEDULE
- B REFER TO SHEET A-511 FOR DOOR AND FRAME SCHEDULE
- C REFER TO SHEET A-512 FOR ROOM FINISH SCHEDULE
- D PARKING FACILITY EXTENTS SHOWN SHADED FOR CLARITY
- E REFER SHEETS A-111 TO A-140 FOR PARTIAL FLOOR PLANS
- F PROVIDE WHEEL STOPS AT ALL PARKING SPACES; REFER TO 8/A-531 FOR TYPICAL DETAIL
- G REFER SHEET A-445 FOR GTA CANOPY DEMOLITION AND RENOVATION

KEYNOTE LEGEND

028 OPEN TO BELOW

OVERALL PARKING TABULATION

PARKING FACILITY EXPANSION TOTAL	4076
PREVIOUS TOTAL - EXISTING GARAGE	2515
NET ADDITIONAL SPACE TOTAL	1565

OVERALL PARKING COUNTS

LEVEL 1	344
LEVEL 2	357
GE LEVEL 3	643
GE LEVEL 4	893
GE LEVEL 5	910
GE LEVEL 6	923



MIDWAY INTERNATIONAL AIRPORT
CITY OF CHICAGO
RAHIM EMANUEL
MAYOR
DAVID S. EVANS
COMMISSIONER

JACOBS

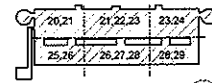
525 W. Monroe Suite 1800
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Telephone: 312.251.3000
Fax: 312.251.3015

OVERALL PLAN - LEVEL 5

1" = 50'-0"

OVERALL PLAN - LEVEL 6

1" = 50'-0"



KEY PLAN

APPROVED AS WORKING PLAN

BY:

DATE: 11/22/23

DESCRIPTION: 23.34

PROJECT NAME: 25.26

MIDWAY INTERNATIONAL AIRPORT

TERMINAL

PARKING GARAGE EXPANSION

VOLUME 2 OF 2 - STRUCTURAL

ARCHITECTURAL INFORMATIONAL MEPP

SHEET TITLE

OVERALL PLANS -

LEVELS 5 & 6

DESIGNED: CMS

DRAWN: AAS

CHECKED: JHH

PROJECT NO: M5057-15-00

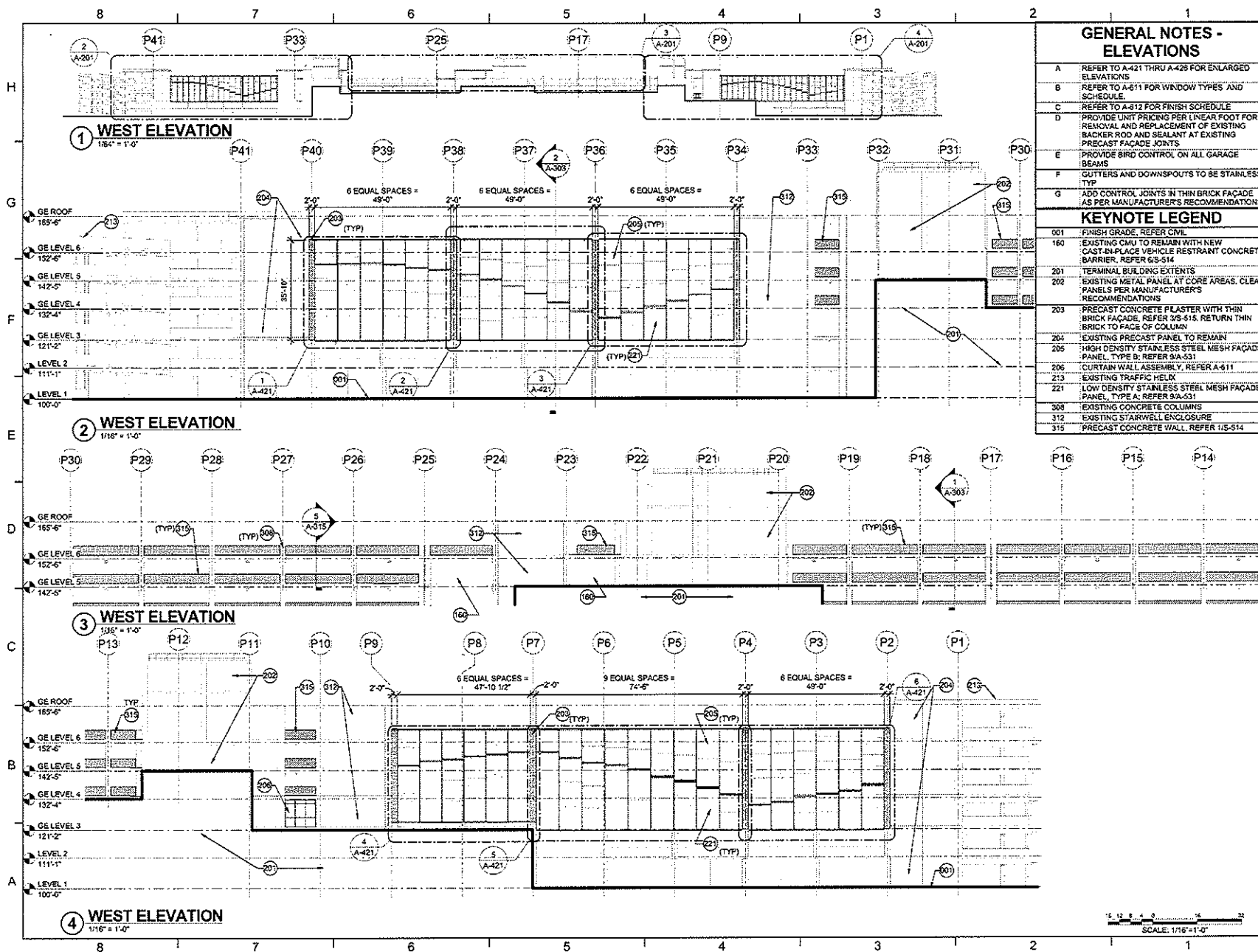
DATE: MARCH XX, 2017

SHEET NO.

REVISION

A-103

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MIDWAY INTERNATIONAL AIRPORT
CITY OF CHICAGO
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MAYOR

GRUGER S. EVANS
CIVIL ENGINEER

JACOBS

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APPROVED AS WORKING PLAN
BY

DATE

ISSUED FOR BID

REV. DATE DESCRIPTION

PROJECT NAME

MIDWAY INTERNATIONAL AIRPORT

TERMINAL

PARKING GARAGE EXPANSION

VOLUME 2 OF 2 - STRUCTURAL

ARCHITECTURAL INFORMATION MEFP

SHEET TITLE

EXTERIOR ELEVATIONS

DESIGNED: CMS

DRAWN: AAS

CHECKED: JHH

PROJECT NO. M5067-15-00

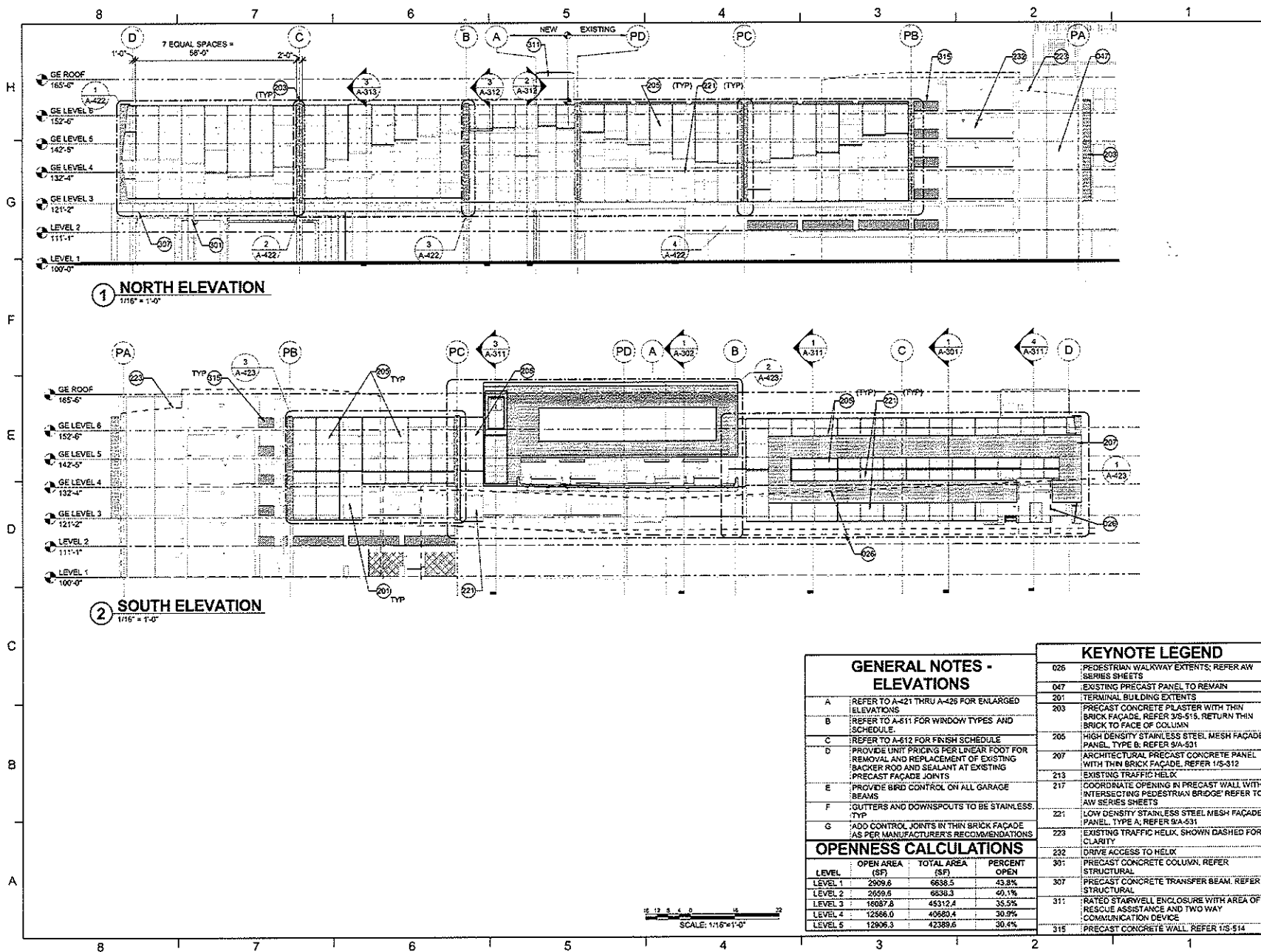
DATE: MARCH XX, 2017

SHEET NO.

REVISION

A-201

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MIDWAY INTERNATIONAL AIRPORT
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MAYOR

GANGER S. EVANS
COMMISSIONER

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Telephone: 312.251.5000
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APPROVED AS WORKING PLAN
BY:

1/20/17 ISSUED FOR BID

REV: DATE DESCRIPTION

PROJECT NAME

MIDWAY INTERNATIONAL AIRPORT

TERMINAL

PARKING GARAGE EXPANSION

VOLUME 2 OF 2 - STRUCTURAL

ARCHITECTURAL INFORMATION MEFP

SHEET TITLE

EXTERIOR ELEVATIONS

DESIGNED: CMS DRAWN: AAS CHECKED: J-H

PROJECT NO: M5057.15-00

DATE: MARCH 20, 2017

SHEET NO.

REVISION

A-202

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levat, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

AMENDMENT OF CHICAGO ZONING ORDINANCE BY
RECLASSIFICATION OF PARTICULAR AREAS.

The Committee on Zoning submitted the following report:

CHICAGO, October 2, 1996.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on September 25, 1996, I beg leave to recommend that Your Honorable Body pass a communication from The Honorable Richard M. Daley, Mayor, and a substitute ordinance transmitted herewith for the purpose of reclassifying particular areas.

I beg leave to recommend the adoption of a communication from the Office of the Mayor regarding the reappointment of Geraldine M. McCabe-Miele as a member of the Zoning Board of Appeals for a term ending July 1, 2001.

I beg leave to recommend the passage of one ordinance which was corrected and amended in its corrected form. It is Application Number 11867 regarding Midway Airport.

At this time I move that this report *Pass* because time is of the essence on these particular matters.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schuster, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District, R3 General Residence District, B2-1 Restricted Retail District, B4-1 and B4-2 Restricted Service Districts, B5-1 and B5-3 General Service Districts, C1-1 Restricted Commercial District, C2-1 General Commercial District, C4 Motor Freight Terminal District, M1-1 Restricted Manufacturing District, and Airport Planned Development symbols and indications as shown on Map Numbers 12-K, 12-L, 12-M, 14-K, 14-L, 14-M, 16-L and 16-M in the area bounded by:

the southerly right-of-way line of the Belt Railway of Chicago (east/west tracks); South Kilpatrick Avenue; West 55th Street; the westerly right-of-way line of the Belt Railway of Chicago (north/south tracks); a line 1,088.19 feet north of West 63rd Street; a line 167.12 feet east of South Knox Avenue; a line 1,294.19 feet north of West 63rd Street; a line 175.12 feet east of South Knox Avenue; a line from a point 541.08 feet south of West 59th Street and 175.12 feet east of South Knox Avenue, to a point 379.17 feet south of West 59th Street and the easterly right-of-way line of South Knox Avenue, to be connected by a convex line with a radius of 221.01 feet and a chord length of 258.21 feet; South Knox Avenue; West 60th Street; South Keating Avenue; a line 239.16 feet south of West 60th Street; the alley next east of and parallel to South Cicero Avenue; the alley next north of and parallel to West 63rd Street; South Cicero Avenue; West 63rd Street; South La Crosse Avenue; the alley next south of and parallel to West 63rd Street; South Lamont Avenue; West 63rd Street; a line 223.48 feet east of South Linder Avenue; the alley next south of and parallel to West 63rd Street; a line 69.94 feet west of South Central Avenue; West 63rd Street; South

PD 610

Central Avenue; a point 1,066.33 feet south of West 57th Street and the westerly right-of-way line of South Central Avenue; a line from a point 1,066.33 feet south of West 57th Street and the westerly right-of-way line of South Central Avenue, to a point 1,076.6 feet south of West 57th Street and 420.59 feet west of South Central Avenue; a line from a point 1,076.6 feet south of West 57th Street and 420.59 feet west of South Central Avenue, to a point 1,199.57 feet south of West 57th Street and 684 feet west of South Central Avenue; the easterly right-of-way line of the Belt Railway of Chicago; the centerline of West 58th Street extended where no street exists; South Central Avenue; a line 51.28 feet north of West 57th Street; the alley next west of and parallel to South Central Avenue; a line 176.52 feet north of West 57th Street; South Central Avenue; a line 289.55 feet south of West 56th Street; the alley next west of and parallel to South Central Avenue; West 56th Street; South Central Avenue; a line 187.07 feet north of West 56th Street; the alley next west of and parallel to South Central Avenue; the alley next south of and parallel to West 55th Street; South Parkside Avenue; West 55th Street; a line 105 feet east of South Menard Avenue; a line 297 feet north of West 55th Street; a line 125 feet east of South Menard Avenue; a line 447 feet north of West 55th Street; South Menard Avenue; a line 462 feet north of West 55th Street; a line 308.65 feet east of South Menard Avenue; a line 662 feet north of West 55th Street; a line 411.91 feet east of South Menard Avenue; a line 727.27 feet north of West 55th Street; a line 461.91 feet east of South Menard Avenue; South Archer Avenue; a line 636.18 feet west of South Central Avenue, as measured at the south line of West Archer Avenue; a line 125 feet south of and parallel to West Archer Avenue; a line 780 feet north of West 55th Street; a line 514.2 feet west of South Central Avenue, as measured at the southerly right-of-way line of West Archer Avenue; West Archer Avenue; a line 464.2 feet west of South Central Avenue, as measured at the southerly right-of-way line of West Archer Avenue; a line 780 feet north of West 55th Street; a line 336.21 feet west of South Central Avenue, as measured at the southerly line of West Archer Avenue; the northerly right-of-way line of the Indiana Harbor Belt Railway; a line 510 feet west of South Central Avenue; a line 562.91 feet north of West 55th Street; a line 636.46 feet west of South Central Avenue; a line 297 feet north of West 55th Street; a line 237 feet east of South Menard Avenue; the northerly right-of-way line of West 55th Street; the easterly right-of-way line of the Indiana Harbor Belt Railroad; South Parkside Avenue; a line 412.34 feet north of West 55th Street; the alley next west of and parallel to South Central Avenue; a line 191 feet north of West 55th Street; South Central Avenue; a line 195.48 feet north of West 55th Street; the alley next east of and parallel to South Central Avenue; West 55th Street; and South Laramie Avenue (point of beginning),

to the designation of Midway Airport Planned Development, subject to such use and bulk regulations as set forth in the Plan of Development herewith attached and made a part hereof and to no others.

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

Plan of Development Statements referred to in this ordinance read as follows:

Midway Airport Planned Development No. _____.

Plan Of Development Statements.

1. The area delineated herein as Midway Airport Planned Development consists of approximately 812.5 acres of property depicted on the attached Planned Development Boundary and Right-of-Way Adjustment Map. The property is owned or controlled by the Applicant, the City of Chicago, on behalf of the Department of Aviation.
2. The Applicant shall obtain all applicable official reviews, approvals or permits that are required to implement this Plan of Development. Any street vacations, dedications, subdivisions or consolidation of parcels shall require a separate submittal and approval by City Council.
3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the owners of the property and their successors and assigns. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the property shall be under single ownership or single designated control at the time of any applications for amendments or minor changes to this Planned Development. Single designated control means that any application for an amendment shall be made or authorized by all the owners of the property within the Planned Development.
4. This Plan of Development consists of these thirteen (13) statements and the following (sub)exhibits:
 - (Sub)Exhibit No. 1 Bulk Regulations and Data Table
 - (Sub)Exhibit No. 2 Existing Land-Use Map
 - (Sub)Exhibit No. 3 Existing Zoning and Street Map

- (Sub)Exhibit No. 4 Planned Development Boundary and Right-of-Way Adjustment Map
- (Sub)Exhibit No. 5 Subarea Map
- (Sub)Exhibit No. 6 Generalized Land-Use Map
- (Sub)Exhibit No. 7 Site Plan -- Subarea A
- (Sub)Exhibit No. 8 Landscape Plan -- Subarea A
- (Sub)Exhibit No. 9 Landscape Details and Notes -- Subarea A
- (Sub)Exhibit No. 10 Cross Building Sections -- Elevation of Bridge over Cicero Avenue -- Subarea A
- (Sub)Exhibit No. 11 Cross Building Sections Terminal/Bridge/Interior Elevation -- Subarea A
- (Sub)Exhibit No. 12 North and South Building Elevations -- Terminal -- Subarea A
- (Sub)Exhibit No. 13 Overall Terminal Elevation
- (Sub)Exhibit No. 14 Building Elevations -- Concessions and Concourses
- (Sub)Exhibit No. 15 Parking Structure Elevations -- East

Full size sets of these drawings are on file with the Department of Planning and Development. This Plan of Development is applicable to the area delineated herein and these and no other zoning controls shall apply.

5. The permitted uses in the Planned Development are: airport and related uses (including public vehicle fueling), public transit facilities, parking, ancillary transportation and public transportation uses and public safety facilities. These uses shall be allowed in the general locations depicted on the Generalized Land-Use Map attached hereto.
6. Business identification signs and temporary construction and marketing signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development.
7. All driveways, off-street parking and loading facilities shall be subjected to the review and approval of the Department of Transportation and the Department of Planning and Development.

All parking spaces shall be designed and designated in conformance with the Americans with Disabilities Act and the Illinois Accessibility Code, and shall be subject to review as provided in Statement 11 herein.

8. The height of the improvements and any appurtenance attached thereto shall be in general conformance with the Building Elevations attached hereto and with height restrictions approved by the Federal Aviation Administration.
9. Floor Area Ratio (F.A.R.) shall be calculated according to the definition in the Chicago Zoning Ordinance.
10. The improvements on the property shall be designed, constructed and maintained in general conformance with the Bulk Regulations and Data Table and other plans and building elevations attached hereto. The Applicant shall be responsible for installation and maintenance of all landscaping including planting within public rights-of-way. In addition, all improvements shall comply with the Chicago Landscape Ordinance and corresponding guidelines.
11. The Applicant acknowledges that it is in the public interest to design, construct and maintain the site in a manner which promotes and maximizes universal access throughout the property. Plans for all improvements on the property shall be reviewed and approved by the Mayor's Office for People with Disabilities ("M.O.P.D.") to ensure compliance with all applicable laws and regulations related to access for physically disabled persons and to promote the highest standard of accessibility. No approvals for new construction of airport or public transit facilities within Subarea A shall be granted pursuant to Section 11.11-3(b) of the Chicago Zoning Ordinance until M.O.P.D. has reviewed and approved detailed construction drawings for these improvements.
12. The Applicant owner shall use best and reasonable efforts to design, construct and maintain all buildings and structures within the Planned Development in an energy efficient manner.
13. Minor changes to the terms, conditions and (sub)exhibits of this Planned Development Ordinance may be approved administratively by the Commissioner of the Department of Planning and Development pursuant to authority granted in Section 11.11-3(c) of the Chicago Zoning Ordinance, upon the written request for such a modification by the Applicant and after a determination by the Commissioner that such a modification is minor, appropriate and consistent with the nature of the improvements contemplated in this Plan of Development. The provisions of Section 11.11-3(c) (4) and (5) notwithstanding, minor changes in setbacks and land coverage may be approved by the Commissioner if appropriate and consistent with

the nature of improvements contemplated in this Plan of Development.

[(Sub)Exhibits 2 through 15 referred to in these Plan of Development Statements printed on pages 29623 through 29636 of this Journal.]

(Sub)Exhibit 1 referred to in these Plan of Development Statements reads as follows:

(Sub)Exhibit 1.
(To Midway Airport Planned Development No. 610.)

Bulk Regulations And Data Table.

- | | |
|--|--|
| 1. Net Site Area: | 812.5 acres; 35,392,480.64 square feet. |
| 2. Approximate Area to Remain in Street Rights-of-Way: | 3,608 acres; 1,571,617.51 square feet. |
| 3. Approximate Gross Site Area: | 848.58 acres; 36,964.098.15 square feet. |
| 4. Maximum Floor Area Ratio: | .25. |
| 5. Maximum Percentage of Site Coverage by Buildings: | |
| Subarea A (Terminal): | In accordance with the Site Plan and related exhibits contained within this Planned Development. |
| Subarea B (Airfield): | No maximum, subject to F.A.A. restrictions. |
| Subarea C (Landside): | No maximum coverage, subject to compliance with landscape ordinance. |

6. Minimum Building Setbacks
from Planned Development
Periphery:

Subarea A (Terminal):

In accordance with the Site Plan and related exhibits contained within this Planned Development.

Subarea B (Airfield):

No maximum, subject to F.A.A. restrictions.

Subarea C (Landside):

The yard requirements applicable to properties located within the B4-1 zoning districts shall apply, but in no event shall a setback of greater than 10 feet be required.

7. Maximum Building Height:

Subarea A:

In accordance with the Elevations and related exhibits contained within this Planned Development.

Subarea B (Airfield):

No maximum, subject to F.A.A. restrictions.

Subarea C (Landside):

No maximum, subject to F.A.A. restrictions.

8. Minimum Number of Parking
Spaces:

-- airport related public
parking:

11,082 spaces.

-- airport related employee
parking:

1,000 spaces.

-- transit related
parking:

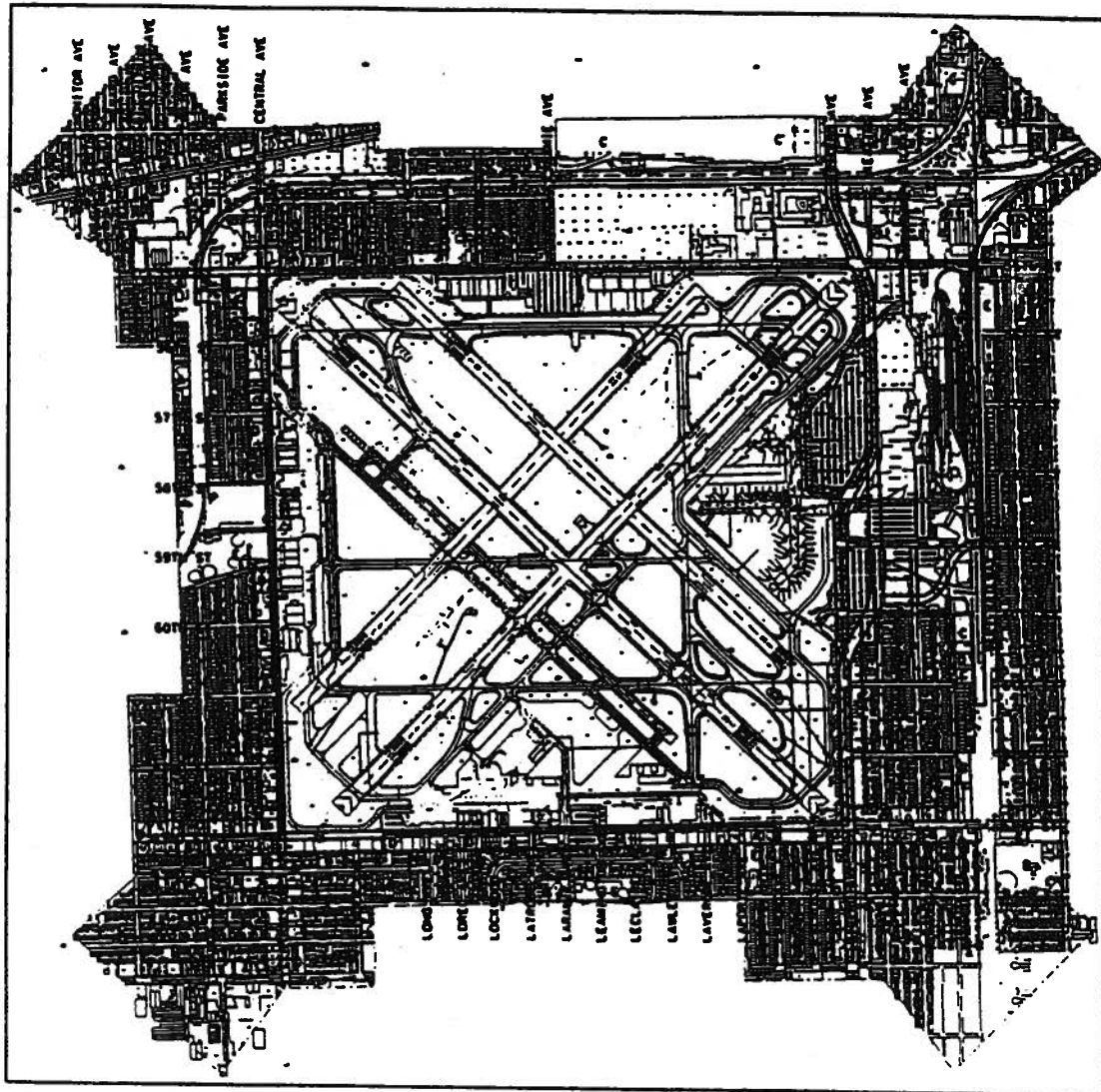
780 spaces.

9. Minimum Number of Off-Street
Loading Berths:

6 berths.

(Sub)Exhibit 2.
(To Midway Airport Planned Development No. 610.)

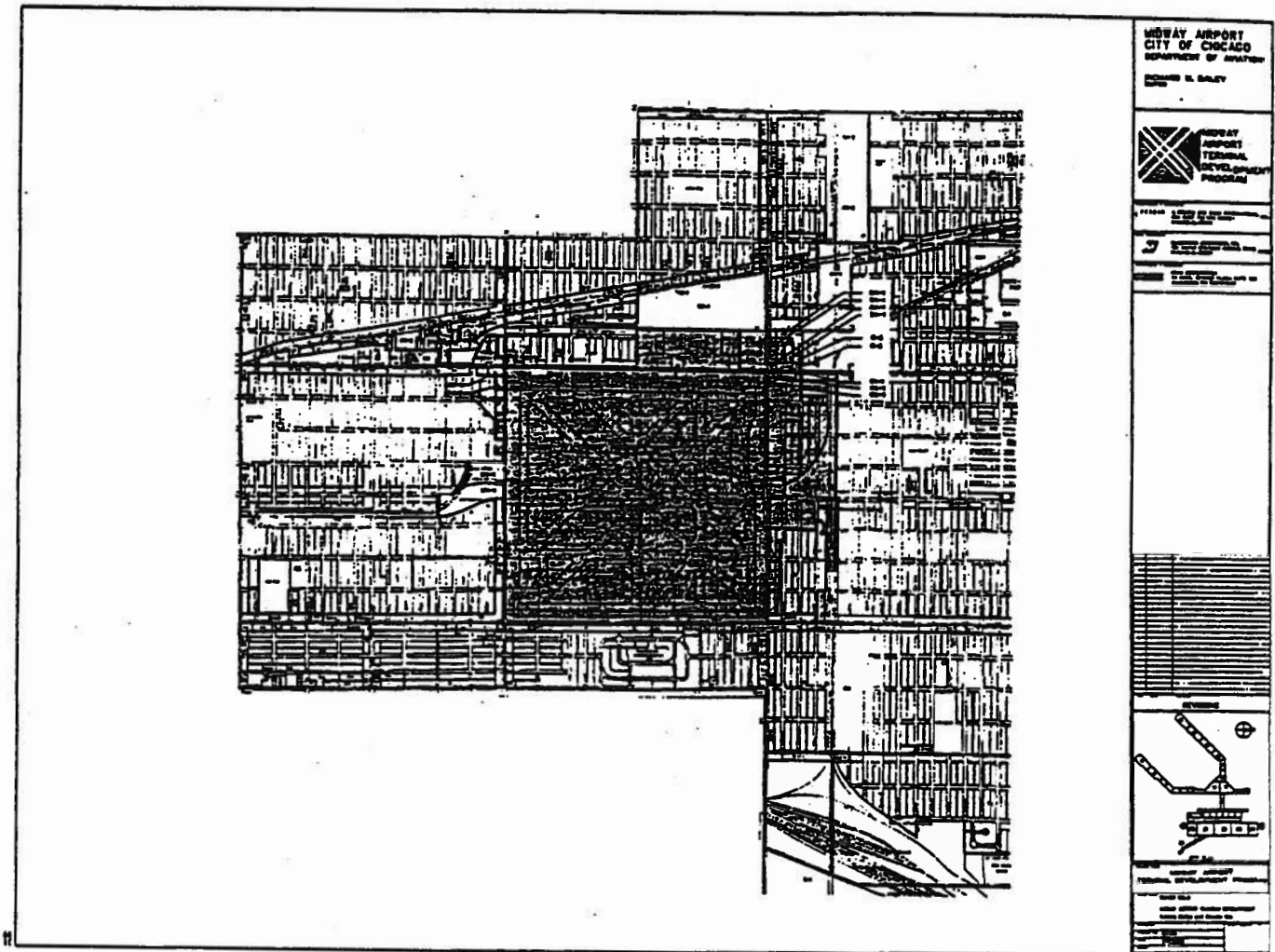
Existing Land-Use Map.



A	SINGLE FAMILY	C	LIGHT INDUSTRIAL	E	PUBLIC USE AREA
B	MULTI-FAMILY	D	COMMERCIAL	F	INSTITUTIONAL

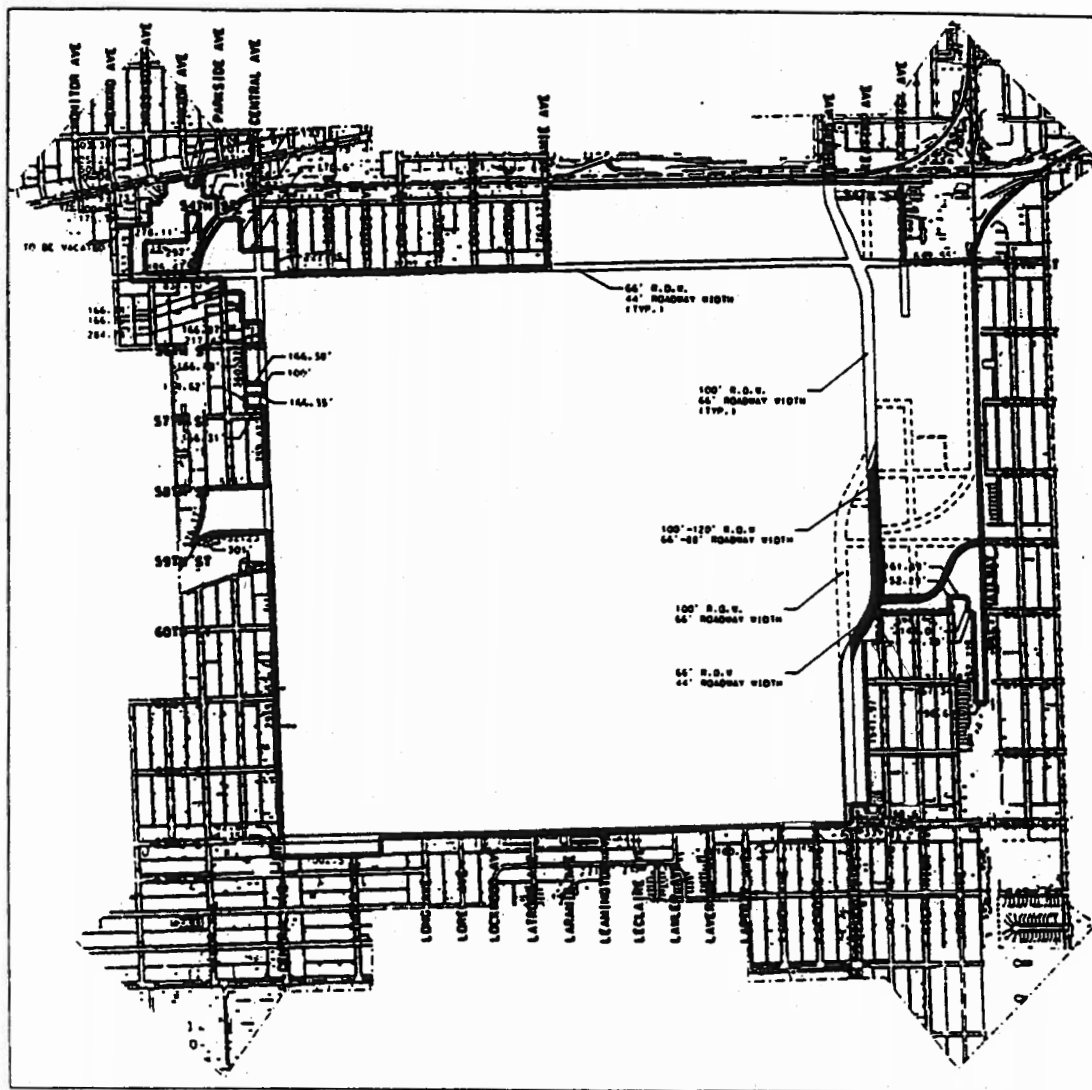
(Sub)Exhibit 3.
(To Midway Airport Planned Development No. _____.)

Existing Zoning And Street Map.



(Sub)Exhibit 4.
(To Midway Airport Planned Development No. 610.)

Planned Development Boundary And
Right-Of-Way Adjustment Map.



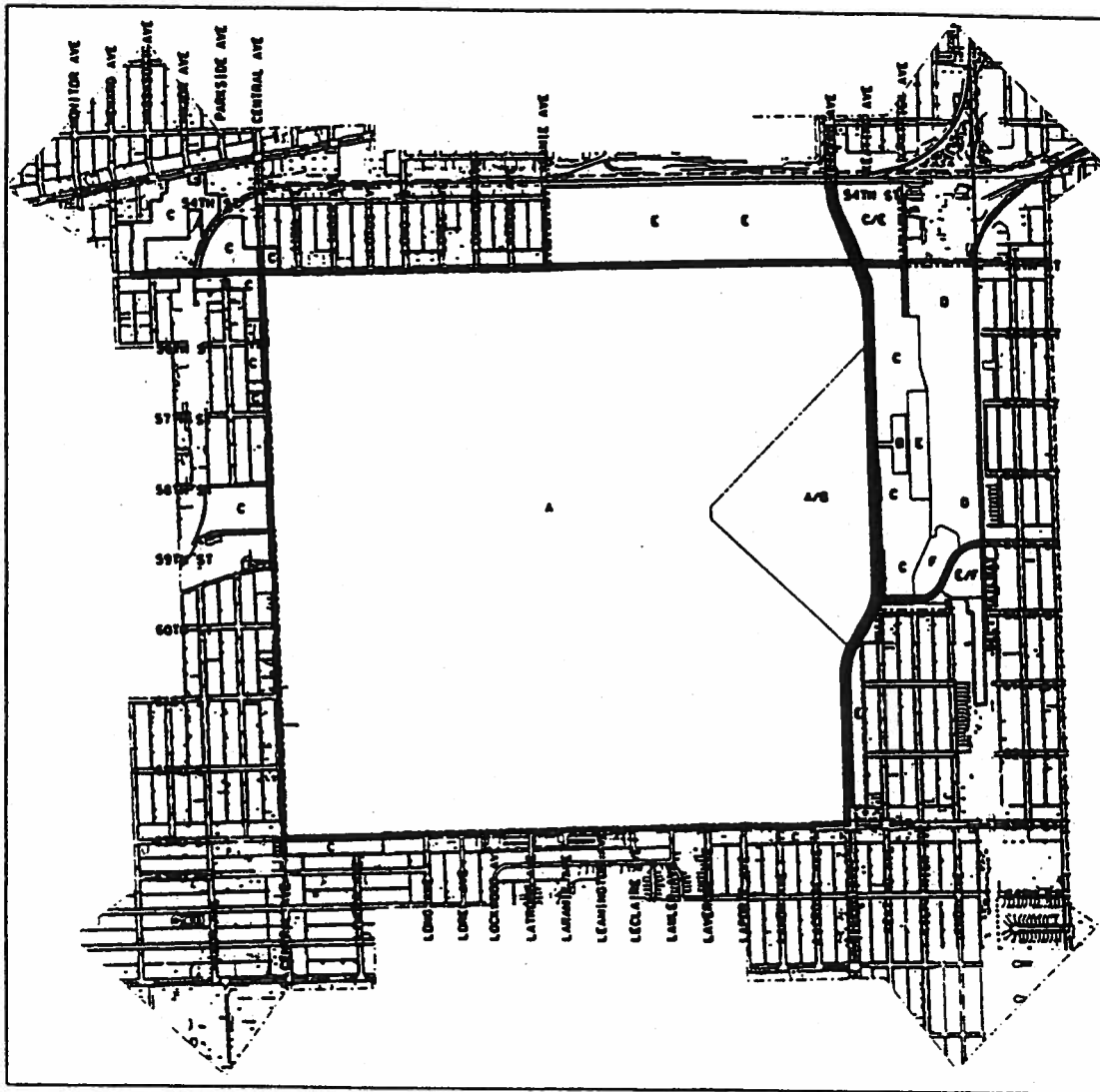
——— PLANNED DEVELOPMENT BOUNDARY
 - - - - - ROADWAY TO BE VACATED
 ——— EXISTING ROADWAY TO REMAIN
 - - - - - AIRPORT PROPERTY LINE
 ——— ROADWAY TO BE DEDICATED

Subareas Map.



(Sub)Exhibit 6.
(To Midway Airport Planned Development No. 610.)

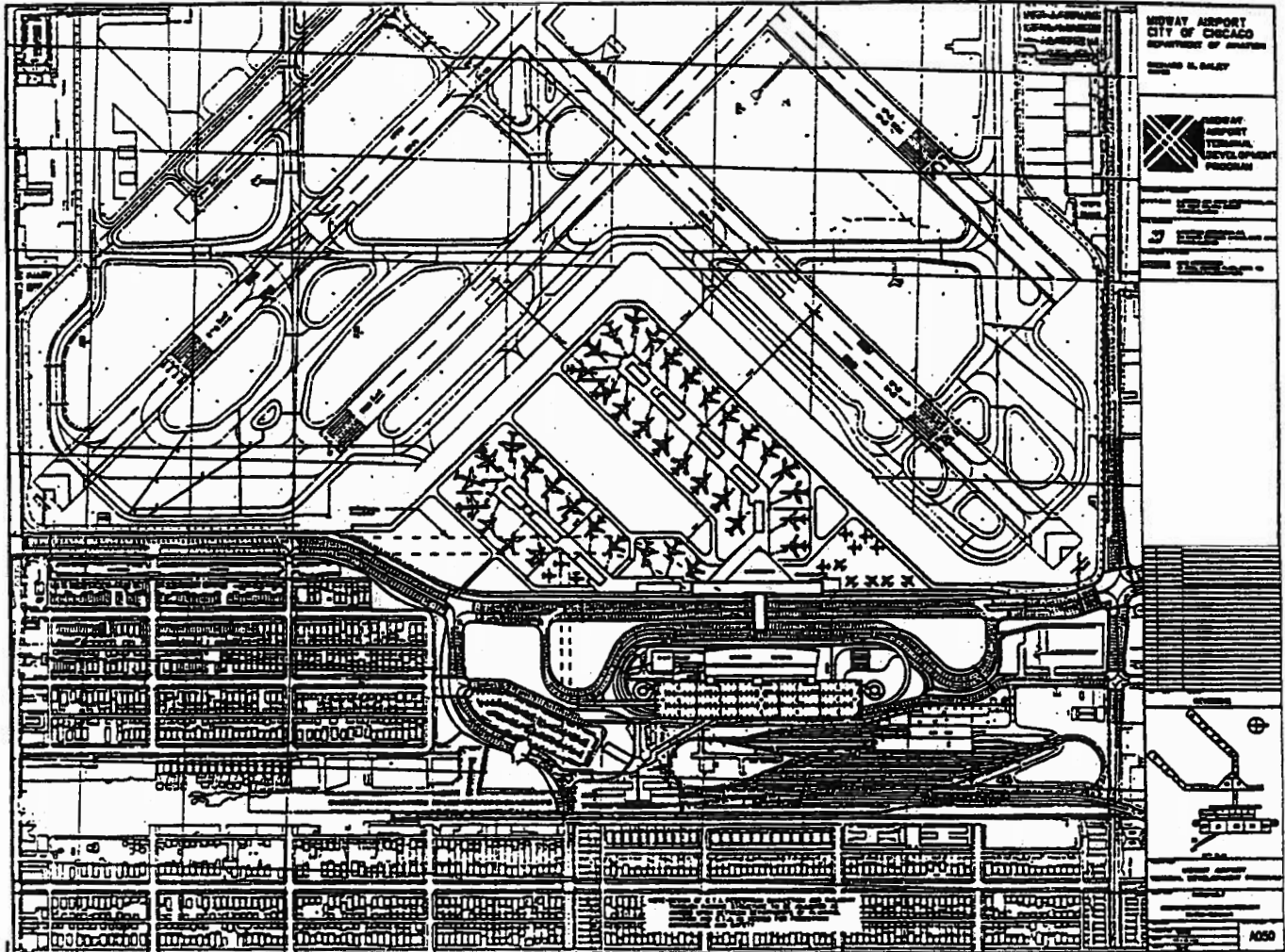
Generalized Land-Use Map.



- | | | | | | |
|----------|---|----------|--|----------|-----------------------------------|
| A | AIR FIELD AND RELATED FACILITIES. PUBLIC SAFETY FACILITIES | C | AIRPORT RELATED USES (INCLUDING PUBLIC VEHICLE FUELING) | E | AIRPORT PARKING FACILITIES |
| B | TERMINAL/CONCOURSE & RELATED APRON AREA | D | TRANSIT FACILITY | F | TRANSIT PARKING FACILITY |

(Sub)Exhibit 7.
(To Midway Airport Planned Development No. _____.)

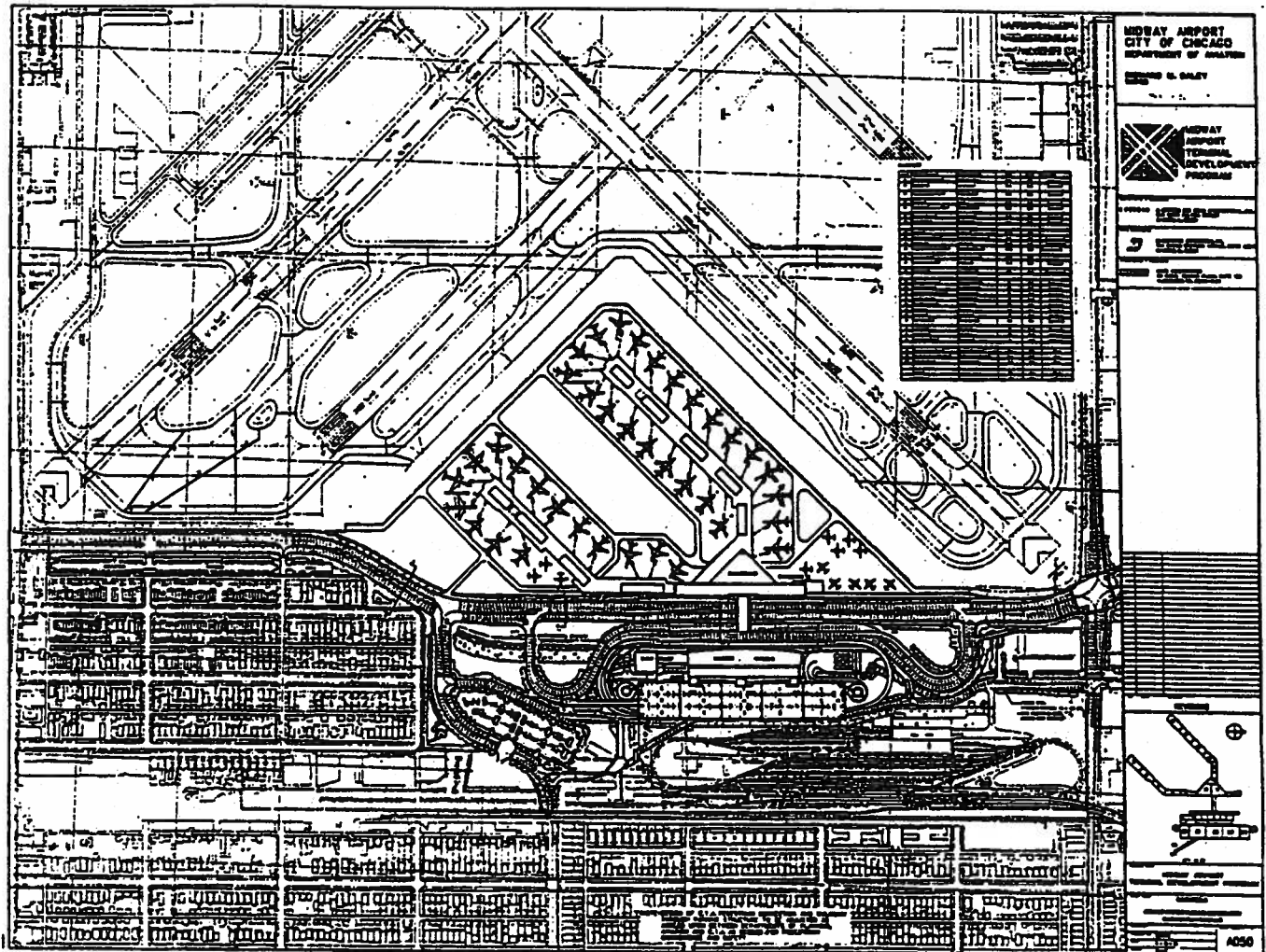
Site Plan -- Subarea A.



Note: Design of CTA pedestrian connector and walkway through parking structure to be adjusted as agreed upon between the Departments of Planning, Aviation, and CTA as needed for pedestrian convenience and safety.

(Sub)Exhibit 8.
(To Midway Airport Planned Development No. 610.)

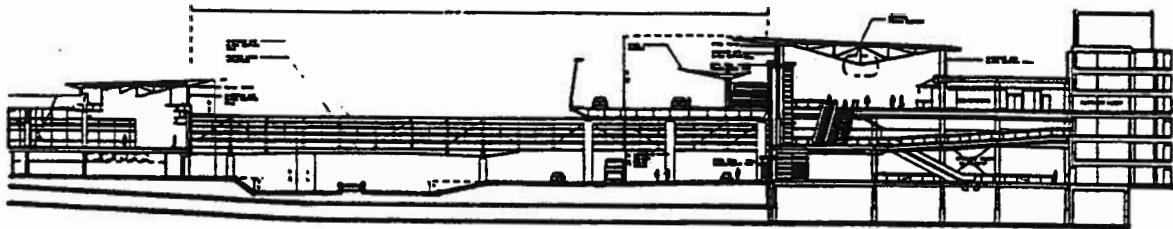
Landscape Plan -- Subarea A.



Note: Design of CTA pedestrian connector and walkway through parking structure to be adjusted as agreed upon between the Departments of Planning, Aviation, and CTA as needed for pedestrian convenience and safety.

(Sub)Exhibit 10.
(To Midway Airport Planned Development No. 610.)

Cross Building Sections -- Elevation Of Bridge Over
Cicero Avenue -- Subarea A.

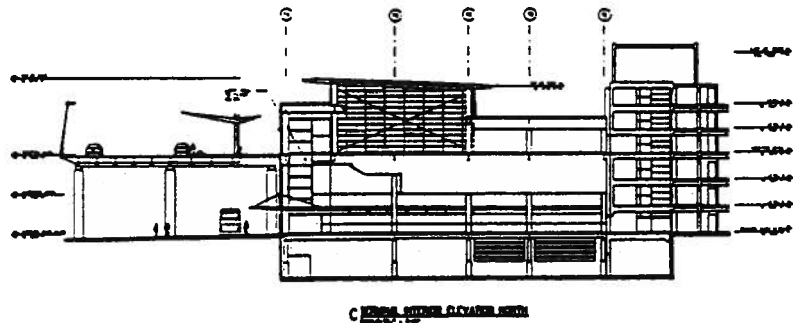
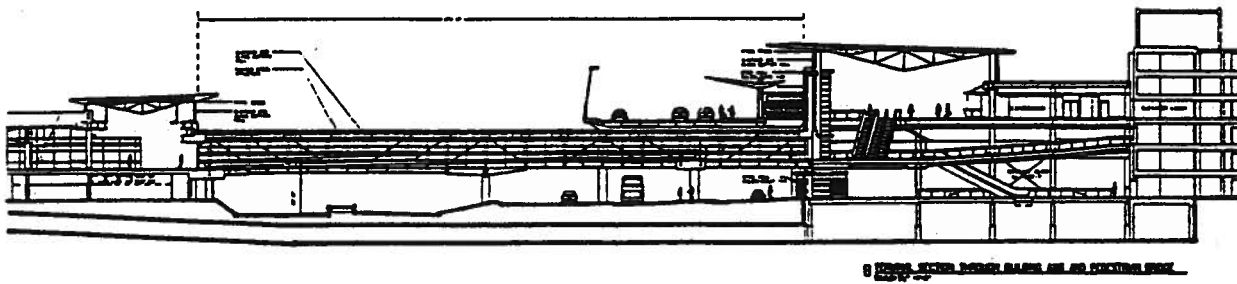
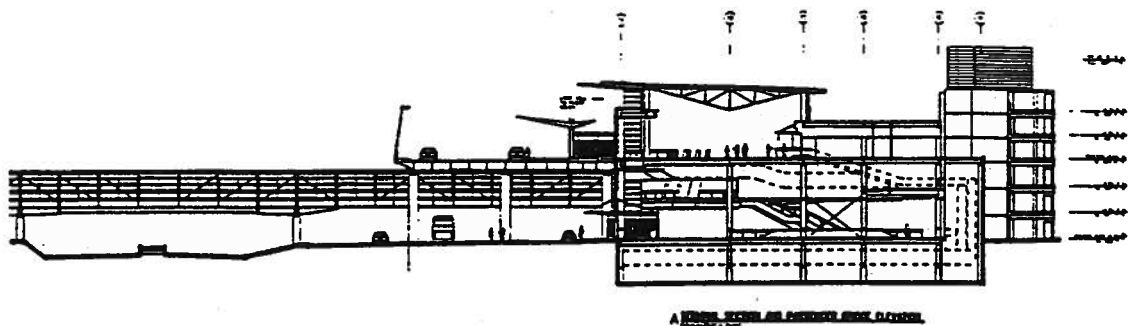


SECTION, BRIDGE THROUGH BARRAGE AND ITS ELEVATION OF BRIDGE
DECK



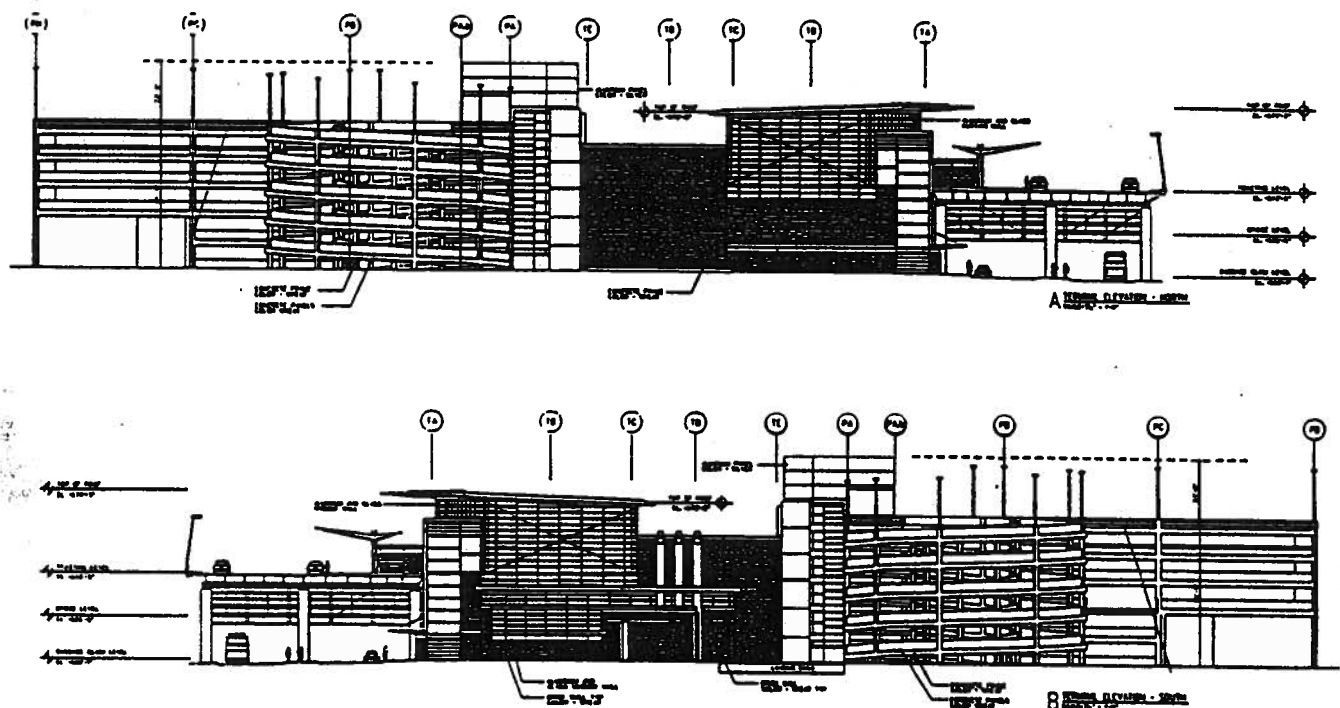
(Sub)Exhibit 11.
(To Midway Airport Planned Development No. _____.)

Cross Building Sections -- Terminal/Bridge/Interior
Elevation -- Subarea A.



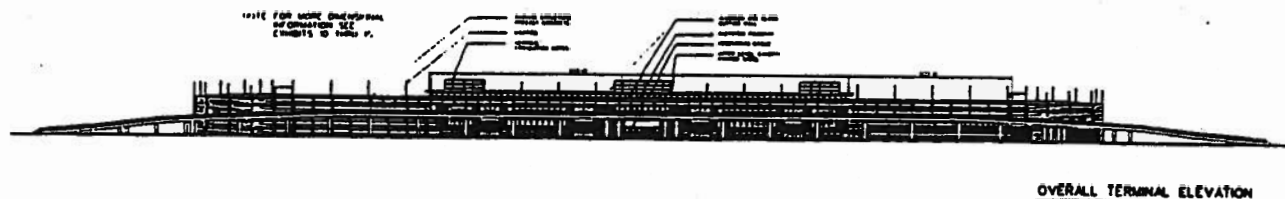
(Sub)Exhibit 12.
(To Midway Airport Planned Development No. 610.)

North And South Building Elevations --
Terminal -- Subarea A.



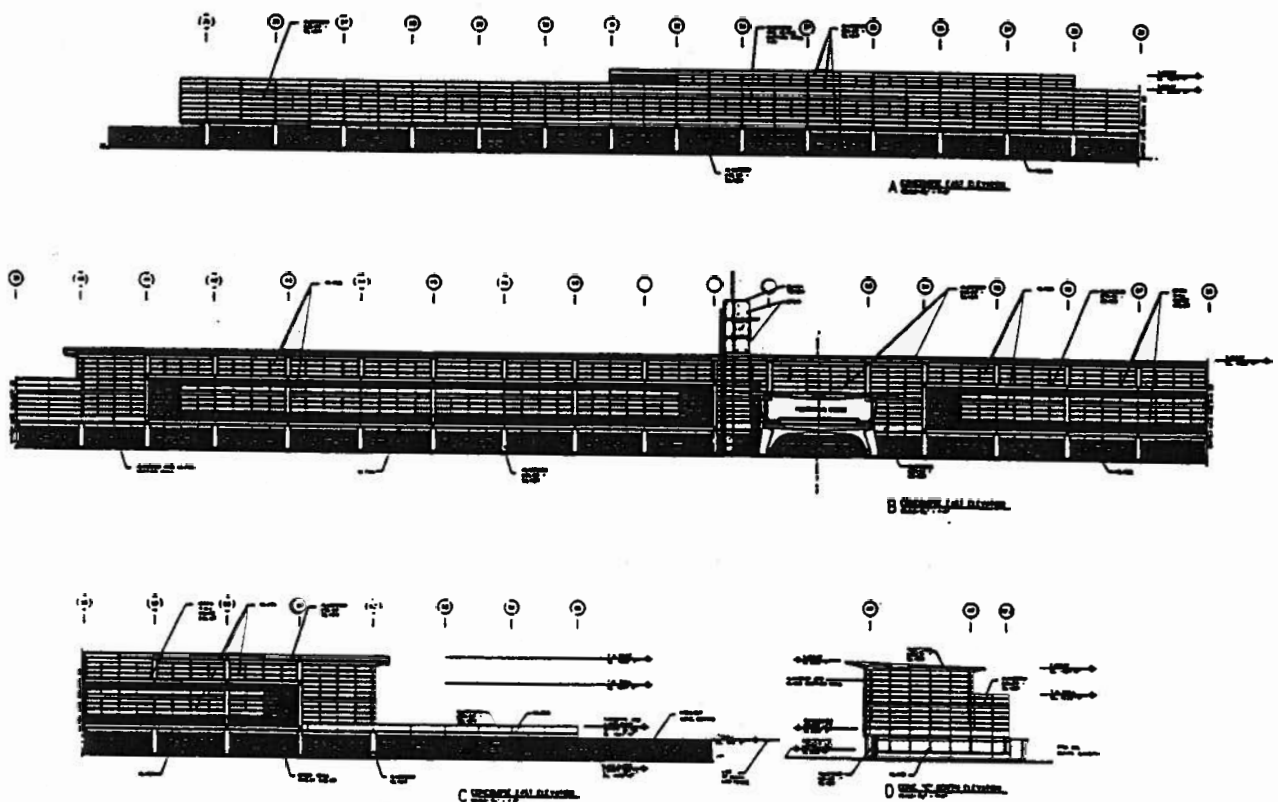
(Sub)Exhibit 13.
(To Midway Airport Planned Development No. _____.)

Overall Terminal Elevation.



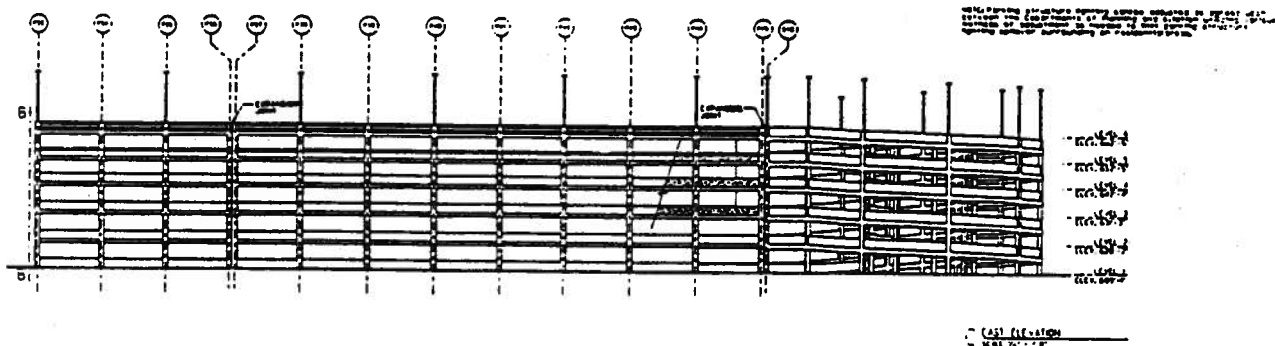
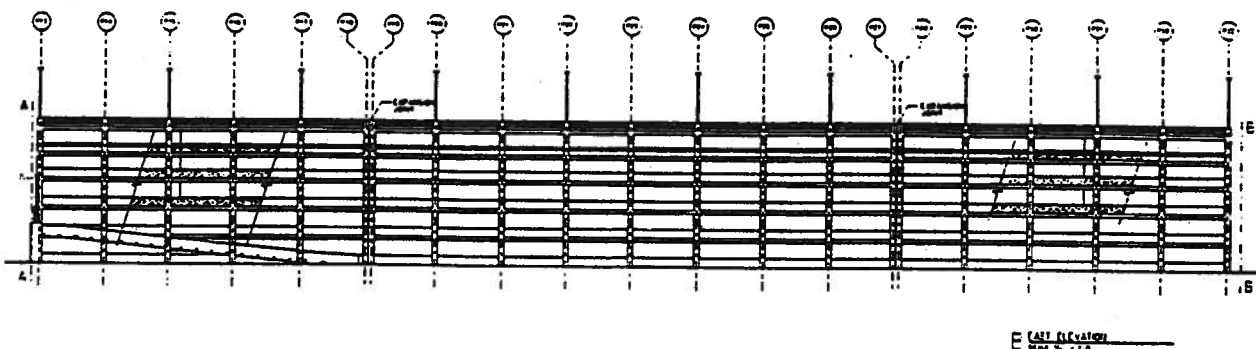
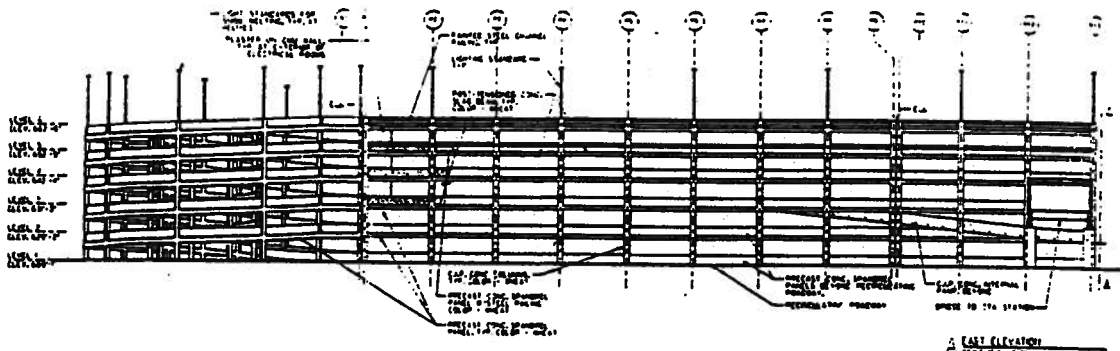
(Sub)Exhibit 14.
(To Midway Airport Planned Development No. 610.)

Building Elevations -- Concessions And Concourses.



(Sub)Exhibit 15.
(To Midway Airport Planned Development No. _____.)

Parking Structure Elevations -- East.



Note: Parking structure lighting shall be adjusted as agreed upon between the Departments of Planning and Aviation utilizing various methods of adjustment as needed to limit garage lighting spillover on surrounding residential areas

the effective date of such redetermined rate, and payments made by the Government on and after the effective date of such redetermined rate, in accordance with the following formula: Each redetermined rate shall not exceed 6 per cent per annum, but otherwise shall be the higher of:

- (I) The "going Federal rate" determined pursuant to the provisions of Title I of the Housing Act of 1949, as amended, and effective on the effective date of such redetermined rate; or
- (II) A rate per annum equal to the average yield to maturity on all outstanding obligations of the United States having a maturity of approximately 5 years from the May 1 or November 1, as the case may be, next preceding the effective date of such redetermined rate as determined by the Secretary upon the advice of the Secretary of the Treasury, such average yield to be estimated on the basis of daily closing market bid quotations or prices for the month of May or November, as the case may be, next preceding the effective date of such redetermined rate, and adjusted to the nearest $\frac{1}{8}$ of 1 per cent."

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

Yeas—Aldermen Parrillo, Harvey, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Danaher, Swinarski, Staszczuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Sulski, Brandt, Sande, Laskowski, Aiello, Cullerton, Laurino, Simon, Scholl, Goldberg, McCutcheon, Rosenberg, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—49.

Nays—None.

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

Authority Granted for Execution and Amendment of Leases, Aviation Agreements and Grant-in-Aid Agreement with Sundry Airline Companies at Chicago-O'Hare International Airport.

The Committee on Finance submitted a report recommending that the City Council pass four proposed ordinances transmitted therewith, to authorize the amendment and execution of leases, Aviation Agreements and Grant-in-Aid Agreement with sundry Airlines at Chicago-O'Hare International Airport.

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

Yeas—Aldermen Parrillo, Harvey, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Danaher, Swinarski, Staszczuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Sulski, Brandt,

Sande, Laskowski, Aiello, Cullerton, Laurino, Simon, Scholl, Goldberg, McCutcheon, Rosenberg, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—49.

Nays—None.

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

Agreement with Airborne Freight Corps.

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

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality by the Corporation Counsel, are authorized to execute on behalf of the City of Chicago an Agreement with Airborne Freight Corporation at Chicago-O'Hare International Airport, said Agreement shall be in substantially the following form:

This Agreement, made thisday of A.D., by and between the City of Chicago, a municipal corporation of the State of Illinois (hereinafter referred to as "Landlord") and Airborne Freight Corporation, a corporation organized and existing by virtue of the laws of the State of California (hereinafter referred to as "Tenant"):

Witnesseth:

That Landlord, for and in consideration of the covenants and agreements hereinafter contained, and made on the part of Tenant, does hereby demise and lease to Tenant the premises on Chicago-O'Hare International Airport (hereinafter referred to as "Airport"), situated in the City of Chicago, Counties of Cook and DuPage, State of Illinois, known and described in accordance with the Chicago-O'Hare International Airport Rectangular Coordinate System with the basic point of said system set forth in Section 1 of the Proceedings of the City Council, dated July 11, 1957, pages 5777 to 5784 inclusive described as follows to wit:

Beginning at Coordinate East 241 + 69.26 and South 219 + 52.15; Thence North a distance of 402.15 feet to Coordinate East 241 + 69.26 and South 215 + 50.00; Thence East a distance of 260.00 feet to Coordinate East 244 + 29.26 and South 215 + 50.00; Thence South a distance of 402.15 feet to Coordinate East 244 + 29.26 and South 219 + 52.15; Thence West a distance of 260 feet to the place of beginning containing 104,559.00 sq. ft.

as shown on Exhibit "A" attached hereto and by this reference made a part hereof.

To Have And To Hold the same for and during the term commencing on theday of A.D. 1967 and expiring on theday of A.D. 1987 unless said term shall be sooner terminated as provided herein.

In consideration of said demise and the covenants and agreements hereinafter expressed, it is covenanted and agreed as follows:

Article I

Tenant shall pay to Landlord at the office of the City Comptroller of the City of Chicago (hereinafter referred to as "Comptroller") for said demised premises rent in equal monthly installments, in advance, on the first day of each month of the term of this Agreement at the rate of Fifteen Thousand Six Hundred Eighty-three and 85/100 Dollars (\$15,683.85) per year for the first five (5) years; Twenty Thousand Nine Hundred

Eleven and 80/100 Dollars (\$20,911.80) per year for the following five (5) years; Twenty-six Thousand One Hundred Thirty-nine and 75/100 Dollars (\$26,139.75) per year for the next succeeding five (5) years and Thirty-one Thousand Three Hundred Sixty-seven and 70/100 Dollars (\$31,367.70) per year for the remaining five (5) years of this Agreement.

The ground rental shall be payable at the office of the Comptroller. Any rental payable by Tenant hereunder which is not paid when due shall bear interest at the rate of seven per cent (7%) per annum from the due date thereof until paid. If any rental hereunder commences or terminates prior to the last day of any month, such rental for such month shall be determined on a pro rata basis according to the number of days of such month involved.

Tenant shall pay in addition to ground rental and charges above specified, all water rates, utility charges, permit and license fees, and taxes and assessments, general and special, if any, levied or assessed upon the demised premises, or any part thereof, or upon any buildings or improvements at any time situated thereon, or lawfully levied or assessed upon the leasehold interest created thereby during the term of this Agreement.

Article II

This Agreement shall be subject and subordinate to:

(a) Any existing or future Federal or State statute or any existing or future lease or Agreement between Landlord and the United States or the State of Illinois relative to the development, construction, operation, or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal or State funds for the development, construction, operation or maintenance of said Airport.

(b) The provisions of a deed from the United States to the City of Chicago appearing as Document No. 13747964, recorded on March 22, 1946, a release executed by the United States in favor of the City of Chicago as Document No. 17260008, recorded on July 15, 1958, a deed from the United States to the City of Chicago appearing as Document No. 17966152, recorded on September 16, 1960, and a release executed by the United States in favor of the City of Chicago, as Document No. 18246321, recorded on August 14, 1961, all in the office of the Recorder of Deeds, Cook County, Illinois.

(c) Other existing Agreements and leases between Landlord and the United States and any and all future releases, deeds, leases and Agreements hereafter granted or entered into by and between the United States and the City of Chicago with reference to the conveyance by the United States to the City of Chicago of any real or personal property under any existing or future Federal Statutes authorizing the conveyance of such property by the Federal Government to the City of Chicago for airport purposes.

(d) Any lease and agreement heretofore executed by Landlord with airlines operating at O'Hare Airport, or any future lease and Agreement which Landlord may enter into with other airlines, provided such future lease and agreement shall be limited to the scope and character of the leases and agreements now in existence with airlines.

(e) Any existing Agreements and leases be of such submission and action thereon shall be between Landlord and others relating to premises at the Airport.

Article III

Landlord hereby grants to Tenant a non-exclusive privilege, in common with others that Landlord may from time to time so authorize, to operate at the Airport as a domestic and international air freight forwarder and for services related thereto but for no other purpose whatsoever.

In connection therewith Tenant is granted the exclusive use of the demised premises, subject to the terms and provisions hereof and to rules and regulations promulgated by Landlord, for the foregoing privileges and for the operation of related administrative office, parking, loading, unloading of trucks, automobiles of employees and others having business with Tenant, and for no other purpose whatsoever. It is understood that parking on the demised premises will be at all times without charge and will only be permitted for and in connection with Tenant business.

Landlord covenants that it shall not during the term hereof grant to any other individual, firm, or corporation, occupying space on the Airport, a similar privilege on terms or conditions more favorable than those granted to Tenant by the provisions of this Agreement.

Article IV

Tenant, after securing necessary permits thereof, shall, at its own cost and expense, erect and install on the demised premises structures and improvements (hereinafter referred to as "Building") at a total capital expenditure of not less than Three Hundred Seventy-five Thousand and No/100 Dollars (\$375,000.00), including architect's and engineer's fees, cost of plans and specifications, and other costs incidental to such erection and installation. Plans and specifications, and changes thereto, for all such structures and improvements shall be subject to the advance approval in writing of the Commissioner of Aviation and Commissioner of Public Works of the City of Chicago (hereinafter referred to as "Commissioner of Public Works").

During the period of construction, all construction work, workmanship, materials and installation involved or incidental to the construction of the Building shall be subject at all times to inspection by Landlord, without additional cost to Tenant. Tenant shall give or cause to be given to the Commissioner of Aviation and Commissioner of Public Works advance notice before starting any new work, and shall provide and cause the contractors and subcontractors to provide reasonable and necessary facilities for inspection. Tenant shall cause all construction work, workmanship, materials and installations to be in full compliance with plans and specifications.

Landlord has constructed roadways and lines for water, sewage, electricity, gas and storm drainage in the vicinity of the demised premises, and Tenant is granted the right and privilege, at its own expense, to continue the construction of such roadways, lines, and drainage ditches to serve the facility to be constructed on the demised premises, all in accordance with plans and specifications as outlined and approved by the Commissioner of Aviation and the Commissioner of Public Works.

It is understood and agreed that prior to commencement of construction, the plans of Building shall be submitted to the District Airport Engineer

of the Federal Aviation Agency, pursuant to Part 77 of the Federal Aviation Regulations. Evidence transmitted to the Commissioner of Aviation and the Commissioner of Public Works.

Upon completion of Building it shall thereafter not be enlarged without in each case the consent in writing of the Commissioner of Aviation and the Commissioner of Public Works first had and obtained and permits received therefor.

Tenant shall at all times throughout the term hereof maintain the Building and all other portions of the demised premises in good and serviceable condition and repair.

Tenant shall keep the demised premises and the Building, improvements and facilities constructed thereon free and clear of any and all liens in any way arising out of the action, or use thereof, by Tenant; provided, however, that Tenant may in good faith contest the validity of any lien.

Article V

Tenant shall illuminate the apron in front of the Building and shall also install, maintain, and operate such obstruction or warning lights on structures in or constituting part of the demised premises as may from time to time be required to conform to Federal Aviation Agency standards or to conform to standards prescribed by any other governmental agency having jurisdiction.

Tenant shall not install, erect or place, or permit others to so do, any illuminated signs, placards, displays or other advertising media on Building or elsewhere on Airport, without the prior written consent of the Commissioner of Aviation.

Landlord, by its representatives, shall have the right at any reasonable time, and as often as it considers necessary to inspect the demised premises and (without any obligation so to do) to enter thereon to direct Tenant to make ordinary repairs to insure a continuing quality.

Article VI

Title to Building and related improvements to the demised premises and to any and all subsequent alterations, modifications, and enlargements, shall upon completion thereof vest in Landlord.

In the event that the demised premises are required for Airport purposes prior to the expiration of this Agreement, the Commissioner of Aviation may, upon sixty (60) days advance written notice to the Tenant direct Tenant to vacate the same provided that Landlord, within sixty (60) days after Tenant's removal therefrom, will pay to Tenant the unamortized portion of the cost of the permanent structures and improvements constructed and installed thereon; such amortization to be computed on a straight-line basis over the period from the completion of said improvements to the expiration date of the term hereof.

Article VII

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

The operations of Tenant and its employees shall be conducted in an orderly and proper manner so as not to annoy, disturb or be offensive to others at the Airport. Landlord shall have the right to com-

plain to Tenant as to the demeanor, conduct, or appearance of Tenant employees, whereupon Tenant will take all steps necessary to remove the cause of the complaint.

Tenant and its employees, invitees, and those doing business with it shall have no right hereunder to park vehicles upon the Airport premises, other than in places demised to Tenant pursuant to this Agreement, or except in regular parking areas upon payment of regular charges therefor.

Article VIII

Tenant shall not be obligated to operate the Demised Premises or to pay ground rent therefor during any time when all of the Demised Premises shall be untenable as determined solely by the Commissioner of Aviation, through no fault or negligence of Tenant, its employees and agents. In the event the Demised Premises are partially untenable, as determined solely by the Commissioner of Aviation, through no fault or negligence of Tenant, its employees and agents, Tenant shall not be obligated to operate such part of the Demised Premises and the minimum rent shall be proportionately and equitably abated. In the event that the Airport shall be closed for any period of time by any order or direction of Landlord or any other governmental authority or agency, or by any order or direction of any court of competent jurisdiction, the ground rental shall abate for the period of such closing.

Article IX

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

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

Upon determination by said Comptroller of all insurance required, in the forms, kinds and amounts directed to be procured, Tenant shall deliver all policy originals or duplicate originals and endorsements thereto or certificates showing such insurance to be in effect, to Comptroller which shall be appended hereto as Exhibit "B".

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

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

Tenant shall, before commencing construction of Building, furnish to Comptroller a Performance Bond in form similar to City Form No. P. W. O. 62 in the full amount of the Building contract with sureties satisfactory to said Comptroller.

Article X

In the event the building to be constructed upon

of the Federal Aviation Agency, pursuant to Part 77 of the Federal Aviation Regulations. Evidence transmitted to the Commissioner of Aviation and the Commissioner of Public Works.

Upon completion of Building it shall thereafter not be enlarged without in each case the consent in writing of the Commissioner of Aviation and the Commissioner of Public Works first had and obtained and permits received therefor.

Tenant shall at all times throughout the term hereof maintain the Building and all other portions of the demised premises in good and serviceable condition and repair.

Tenant shall keep the demised premises and the Building, improvements and facilities constructed thereon free and clear of any and all liens in any way arising out of the action, or use thereof, by Tenant; provided, however, that Tenant may in good faith contest the validity of any lien.

Article V

Tenant shall illuminate the apron in front of the Building and shall also install, maintain, and operate such obstruction or warning lights on structures in or constituting part of the demised premises as may from time to time be required to conform to Federal Aviation Agency standards or to conform to standards prescribed by any other governmental agency having jurisdiction.

Tenant shall not install, erect or place, or permit others to so do, any illuminated signs, placards, displays or other advertising media on Building or elsewhere on Airport, without the prior written consent of the Commissioner of Aviation.

Landlord, by its representatives, shall have the right at any reasonable time, and as often as it considers necessary to inspect the demised premises and (without any obligation so to do) to enter thereon to direct Tenant to make ordinary repairs to insure a continuing quality.

Article VI

Title to Building and related improvements to the demised premises and to any and all subsequent alterations, modifications, and enlargements, shall upon completion thereof vest in Landlord.

In the event that the demised premises are required for Airport purposes prior to the expiration of this Agreement, the Commissioner of Aviation may, upon sixty (60) days advance written notice to the Tenant direct Tenant to vacate the same provided that Landlord, within sixty (60) days after Tenant's removal therefrom, will pay to Tenant the unamortized portion of the cost of the permanent structures and improvements constructed and installed thereon; such amortization to be computed on a straight-line basis over the period from the completion of said improvements to the expiration date of the term hereof.

Article VII

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

The operations of Tenant and its employees shall be conducted in an orderly and proper manner so as not to annoy, disturb or be offensive to others at the Airport. Landlord shall have the right to com-

plain to Tenant as to the demeanor, conduct, or appearance of Tenant employees, whereupon Tenant will take all steps necessary to remove the cause of the complaint.

Tenant and its employees, invitees, and those doing business with it shall have no right hereunder to park vehicles upon the Airport premises, other than in places demised to Tenant pursuant to this Agreement, or except in regular parking areas upon payment of regular charges therefor.

Article VIII

Tenant shall not be obligated to operate the Demised Premises or to pay ground rent therefor during any time when all of the Demised Premises shall be untenable as determined solely by the Commissioner of Aviation, through no fault or negligence of Tenant, its employees and agents. In the event the Demised Premises are partially untenable, as determined solely by the Commissioner of Aviation, through no fault or negligence of Tenant, its employees and agents, Tenant shall not be obligated to operate such part of the Demised Premises and the minimum rent shall be proportionately and equitably abated. In the event that the Airport shall be closed for any period of time by any order or direction of Landlord or any other governmental authority or agency, or by any order or direction of any court of competent jurisdiction, the ground rental shall abate for the period of such closing.

Article IX

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

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

Upon determination by said Comptroller of all insurance required, in the forms, kinds and amounts directed to be procured, Tenant shall deliver all policy originals or duplicate originals and endorsements thereto or certificates showing such insurance to be in effect, to Comptroller which shall be appended hereto as Exhibit "B".

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

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

Tenant shall, before commencing construction of Building, furnish to Comptroller a Performance Bond in form similar to City Form No. P. W. O. 62 in the full amount of the Building contract with sureties satisfactory to said Comptroller.

Article X

In the event the building to be constructed upon

the demised premises shall be damaged or destroyed by fire or other casualty, the same shall be promptly repaired or rebuilt by Landlord at its expense from, after and only to the extent of insurance proceeds received by Landlord therefor, and Landlord shall not be obligated to repair or rebuild any fixtures, equipment and other personal property installed by Tenant pursuant to this Agreement.

In the event of any damage or destruction by fire or other casualty to the Demised Premises Tenant shall immediately, at its expense, replace and repair any and all fixtures, equipment and other personal property, installed by it pursuant to this agreement.

Article XI

Landlord shall not be liable to Tenant, or to Tenant's agents, representatives or employees for any injury to, or death of any of them or of any other person or for any damage to any of Tenant's property or loss of revenue, caused by any third persons in the maintenance, construction or operation of said O'Hare Airport, its appurtenances, facilities and equipment, or caused by any third persons using said Airport or its appurtenances, facilities and equipment, or navigating any aircraft on or over said Airport, whether such injury, death or damage is due to negligence or otherwise. Third persons as used herein shall include the United States of America, State of Illinois or any of their agencies and all persons other than the City of Chicago.

Except as to the demised premises the Landlord reserves the right to regulate, police, and further develop, improve, reconstruct, modify, or otherwise alter said O'Hare Airport and any portion in such manner as Landlord sees fit, regardless of the desires or views of the Tenant.

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

Landlord shall not be liable to Tenant for damage to property of Tenant or any loss of revenues to Tenant resulting from Landlord's acts, omission or neglect in the maintenance and operation of the Airport facilities.

Article XII

Tenant, its officers, agents, employees, and any other persons over which Tenant has control, shall comply with all lawful rules and regulations and amendments or supplements thereto governing or related to the use of the Airport or of the Demised Premises as may from time to time be promulgated by Landlord in the interests of health, safety, sanitation and good order which are not inconsistent with applicable rules and regulations of any Federal, State or local governmental body having jurisdiction with respect thereto.

Tenant shall at all times faithfully obey and comply with all lawful present and future laws and ordinances of Federal, State or local governmental

bodies and rules and regulations lawfully promulgated thereunder, whether or not of the type enumerated, applicable to, or affecting Tenant and its operations and activities in the Demised Premises or elsewhere at the Airport not inconsistent with the provisions of this Agreement.

Article XIII

Tenant covenants not to assign, transfer, mortgage or pledge this Agreement or the leasehold interest created therein, nor to sublet, license, or permit the use of the premises or any part thereof, without the consent in writing of Landlord first had and obtained, nor permit any transfer by operation of law of its interest created thereby. Any such assignment, transfer, mortgage, pledge, sublease, license or permission when and if approved shall be in writing and promptly upon execution thereof, Tenant shall furnish two (2) copies to Landlord for its files.

In the event an assignment, sublease, license or permit to use the aforesaid premises, or any part thereof, is approved by Landlord, under no circumstances shall the income derived by Tenant therefrom exceed the amount of a proportionate share of Tenant's obligations and expenses, under the terms of this Agreement. Landlord expressly reserves the right to assess an extra charge against any approved assignee, sublessee, licensee or permittee hereunder.

It is expressly understood and agreed that the only activity which Tenant may conduct on or from the demised premises, directly or indirectly, alone or through others, is only as authorized under the terms of this agreement.

This Agreement does not constitute either party the agent or representative of the other for any reason whatsoever.

Landlord covenants that Tenant shall and may peaceably and quietly have, hold and enjoy the premises or space leased exclusively to it during the term of letting thereof unless such term shall cease, close or expire sooner or shall be terminated as provided in this instrument.

Article XIV

Tenant agrees that in performing under this agreement it shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, or national origin, nor otherwise commit an unfair employment practice. Tenant further agrees that this article will be incorporated by Tenant in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this agreement. Attention is called to Executive Order 11246 issued September 24, 1965, 3CFR p. 567, 1966; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1965, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1965, Ch. 29, Secs. 17 to 24 inclusive; and July 21, 1961, Ill. Rev. Stat. 1965, Ch. 48, Secs. 851 to 866 inclusive, and an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of the Proceedings.

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

Article XV

This agreement shall not and will not, nor shall any copy thereof, or any statement, paper or

affidavit, in any way or manner referring hereto, be filed in the office of the Recorder of Deeds of Cook or Du Page Counties, Illinois, or in any other public office, by Tenant or any one acting for Tenant and that if the same be so filed, this Agreement and each and every provision hereof shall, at the option of Landlord, be and become absolutely null and void and Landlord may declare such filing a breach of this Agreement.

Article XVI

In any of the following events Landlord, at any time hereafter, shall have the right at Landlord's election immediately to terminate this Agreement.

In the event Tenant shall fail to pay the rent in the amounts and at the times and in the manner herein provided and such failure shall continue for fifteen (15) or more days after written notice thereof shall have been given to Tenant.

In the event Tenant shall fail to keep and perform or shall violate the terms, covenants and conditions of this Agreement on its part to be kept and performed, and Tenant shall not have cured or corrected such failure or violation within thirty (30) days after written notice thereof shall have been given to Tenant.

If Tenant shall make an assignment for the benefit of creditors, or shall file a petition in bankruptcy, or shall be adjudged a bankrupt, and such adjudication be not stayed or vacated within 90 days thereafter, or in the interest of Tenant under this Agreement shall be levied upon and sold upon execution or shall by operation of law become vested in another person, firm or corporation because of the insolvency of Tenant; or in the event that a Receiver or Trustee shall be appointed for Tenant or the interest of Tenant under this Agreement, and such appointment has not been vacated within 90 days thereafter.

In the event Tenant shall vacate or abandon said premises, or shall permit the same to remain vacant or unoccupied without the consent of Landlord first had and obtained.

Article XVII

Upon the occurrence of any one or more of the events of default herein specified, Tenant's right to possession of the demised premises shall terminate and Tenant shall surrender possession thereof immediately. In such event Tenant hereby grants to Landlord full and free license to enter into and upon said premises, or any part thereof, to take possession thereof with or without process of law, and to expel and remove Tenant or any other person who may be occupying the said premises, or any part thereof, and Landlord may use such force in and about expelling and removing Tenant and said other person as may reasonably be necessary; and Landlord may repossess itself of the said premises as of its former estate, but said entry of said premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due by virtue hereof, nor a waiver of any covenant, agreement or promise in said lease contained, to be performed by Tenant. Tenant shall make no claim of any kind against Landlord, its agents and representatives by reason of such termination or any act incident thereto.

In addition to terminating this Agreement, Landlord may sue for and recover all damages and rent accrued or accruing under this Agreement or arising out of any breach thereof.

Landlord may, if it so elects, pursue any other remedies provided by law for the breach of this Agreement or any of its terms, covenants, condi-

tions or stipulations. No right or remedy herein conferred upon or reserved to Landlord or Tenant is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law or at equity or by statute.

The acceptance of rent by Landlord, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenant, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express waiver in writing, shall not be construed as a waiver of Landlord's right to act or of any other right hereby given Landlord, or as an election not to proceed under the provisions of this Agreement.

The obligation of Tenant to pay the rent reserved hereby during the balance of the term hereof shall not be deemed to be waived, released or terminated by the service of any five (5) day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Tenant's right to possession of the demised premises. Landlord may collect and receive any rent due from Tenant, and payment or receipt thereof shall not waive or affect any such notice, demand or suit, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Landlord may have by virtue hereof.

Article XVIII

Upon termination of this Agreement by lapse of time or otherwise as herein provided, Tenant agrees to surrender the demised premises and the Building and improvements situated thereon in good condition and repair without the receipt of any demand for rent, notice to quit or demand for possession whatsoever.

Tenant shall be entitled during the term of this Agreement and for fifteen (15) calendar days after termination thereof, to remove from the premises any and all trade fixtures, tools, machinery, equipment, materials and supplies placed thereon by it pursuant to this Agreement, subject, however, to any valid lien Landlord may have thereon for unpaid rentals or other amounts payable by Tenant to Landlord, and provided that Tenant shall have repaired all damage resulting from said removal.

Tenant shall be deemed to have abandoned to Landlord any of said equipment or property of Tenant which it has failed to remove from said premises within the aforesaid fifteen (15) calendar days after the end of the period of this Agreement or effective date of termination thereof, unless Landlord shall grant in writing a further period for this purpose.

Article XIX

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

Notices to the Landlord provided for herein shall be sent by registered or certified United States mail, postage prepaid, addressed to the Commissioner of Aviation of the City of Chicago, City Hall, Chicago, Illinois, 60602, and notices to Tenant provided for herein shall be sent by registered or certified United States mail, postage prepaid, addressed to Tenant, P.O. Box 8798,

Chicago, Illinois, 60666, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time, and such notices shall be deemed to have been given when so sent.

This Agreement consisting of Articles numbered I to XIX inclusive and exhibits lettered "A" and "B" constitute the entire Agreement between the parties, and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not set forth herein at length.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed (C. J. P. pps.) which date shall be the commencement date of the term hereof.

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

[Signature forms and Exhibits omitted]

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

Leases Amended for Various Airlines.

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

SECTION 1. The Mayor is authorized to execute and the City Clerk to attest and affix the seal of the City of Chicago upon amendments to the Leases of Terminal Facilities, with Air Canada, American Airlines, Inc., Braniff Airways, Inc., Chicago Helicopter Airways, Inc., Continental Airlines, Inc., Delta Air Lines, Inc., Eastern Airlines, Inc., Lake Central Airlines, Inc., North Central Airlines, Inc., Northwest Airlines, Inc., Ozark Air Lines, Inc., Trans World Airlines, Inc., and United Air Lines, Inc., after approval by the Comptroller and by the Corporation Counsel as to form and legality, to incorporate space identification, square footage, and monthly rentals therein as shown on schedule incorporated in this ordinance, such amendments to be in substantially the following form:

FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF CHICAGO AND

This Agreement made and entered into, this first day of July, A.D., 1967 by and between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter referred to as "City" and hereinafter referred to as "Airline".

Witnesseth:

Whereas, City and Airline have heretofore entered into an agreement under date of January 1, 1959, authorized by City Council December 29, 1958 (C. P. J. pp. 9490-9526), hereinafter referred to as "said agreement", in and by which City, among other provisions granted to Airline certain privileges or premises to be occupied and used for the purposes therein stated, located at Chicago-O'Hare International Airport in the City of Chicago, Counties of Cook and DuPage, and State of Illinois;

Now, therefore, City, in consideration of the provisions and conditions set forth in said agreement, does hereby amend said agreement, and Airline hereby accepts said privileges or premises therein set forth and upon the terms, conditions

and provisions set forth and stated therein (to which reference is hereby made, and which the parties agree will be incorporated, and shall be considered to be incorporated herein, by this reference thereto) except in so far and only in so far as said privileges, premises, terms, conditions and provisions are modified, changed, or amended by the further provisions of this agreement.

It is hereby further agreed that the sole modifications of, changes in, and amendments to, said agreement, which are hereby made therein, and which shall be applicable to all renewals and extensions as may be made and provided for therein, are as follows:

1. The first paragraph of Section 2.01, *Lease of space in New Terminal Building*, of the Lease Agreement, reading as follows:

"Section 2.01. *Lease of space in New Terminal Building*. City leases to Airline and grants to Airline, its employees, agents, passengers, guests, patrons and invitees, the exclusive use of the following premises (including improvements and facilities therein) to be located at the Airport in Terminal Building (hereinafter, together with the concourses thereof, referred to as the "New Terminal Building"), shown on Drawing Nos. and of Exhibit "D" attached hereto and made a part hereof;

- (a) an aggregate of square feet of space located on the second floor of the New Terminal Building, in the general area designated on said Drawing No. as Ticket Area, which space is hereinafter referred to as Airline's Ticket Area Space;
- (b) an aggregate of square feet of space located on the second floor concourse of the New Terminal Building in the general area designated on said Drawing No. as Operation Area, and an aggregate of square feet of space located on the first floor concourse of the New Terminal Building in the general area designated on said Drawing No. as Operation Area, and an aggregate of square feet of space located on the roof of the New Terminal Building in the general area designated on said Drawing No. as Operation Area, all of which space is hereinafter referred to as Airline's Operation Area Space;
- (c) an aggregate of square feet of space located on the floor concourse of the New Terminal Building in the general area designated on said Drawing No. as Hold Area, which space is hereinafter referred to as Airline's Hold Area Space;
- (d) an aggregate of square feet of space located on the mezzanine of the New Terminal Building in the general area designated on said Drawing No. as Airline Area, which space is hereinafter referred to as Airline's Mezzanine Area Space;
- (e) an aggregate of square feet of space located on the first floor of the New Terminal Building in the general area designated on said Drawing No. as Out Baggage, and an aggregate of square feet of space located in the basement of the New Terminal Build-

ing in the general area designated on said Drawing No. as Out Baggage, all of which space is hereinafter referred to as Airline's Out Baggage Space; and

- (f) an aggregate of square feet of space located on the first floor of the New Terminal Building in the general area designated on said Drawing No. as Claim Baggage, and an aggregate of square feet of space located on the first floor of the New Terminal Building in the general area designated on said Drawing No. as Other Airline Area, all of which space is hereinafter referred to as Airline's Claim Baggage Space."

be and the same is hereby modified, changed, and amended to read as follows:

Section 2.01. *Lease of Space in New Terminal Building.* City leases to Airline and grants to Airline, its employees, agents, passengers, guests, patrons and invitees, the exclusive use of the premises (including improvements and facilities therein (located at the Airport in Terminal Building (hereinafter, together with the concourses thereof, referred to as the "New Terminal Building"), as shown on Drawings "Chicago-O'Hare International Airport Area Assignments," dated October 9, 1961, as revised July 1, 1967, on file in the office of the Department of Aviation, City of Chicago (copies of which have been furnished to Airline), and as shown below:

- (a) an aggregate of square feet of space located on the second floor of the New Terminal Building, in the general area designated on Drawing Number(s) as Area Number(s) Ticket Area, which space is hereinafter referred to as Airline's Ticket Area Space;
- (b) an aggregate of square feet of space located on the second floor concourse of the New Terminal Building in the general area designated on Drawing Number(s) as Area Number(s) Operation Area, and an aggregate of square feet of space located on the first floor concourse of the New Terminal Building in the general area designated on Drawing Number(s) as Area Number(s) Operation Area, and an aggregate of square feet of space located on the roof of the New Terminal Building in the general area designated on Drawing Number(s) as Area Number(s) Operation Area, All of which space is hereinafter referred to as Airline's Operation Area Space;
- (c) an aggregate of square feet of space located on the floor concourse of the New Terminal Building in the general area designated on Drawing Number(s) as Area Number(s) Hold Area, which space is hereinafter referred to as Airline's Hold Area Space;
- (d) an aggregate of square feet to space located on the mezzanine of the New Terminal Building in the general area designated on Drawing Number(s) as Area Number(s) Mezzanine Area, which space is hereinafter

referred to as Airline's Mezzanine Area Space;

- (e) an aggregate of square feet of space located on the first floor of the New Terminal Building in the general area designated on Drawing Number(s) as Area Number(s) Out Baggage, and an aggregate of square feet of space located in the basement of the New Terminal Building in the general area designated on Drawing Number(s) as Area Number(s) Out Baggage, all of which space is hereinafter referred to as Airline's Out Baggage Space; and
- (f) an aggregate of square feet of space located on the first floor of the New Terminal Building in the general area designated on Drawing Number(s) as Area Number(s) Claim Baggage, and an aggregate of square feet of space located on the first floor of the New Terminal Building in the general area designated on Drawing Number(s) as Area Number(s) Other Airline Area, all of which space is hereinafter referred to as Airline's Claim Baggage Space.

2. Section 2.02, *Passenger ramps*, of the Lease Agreement, reading as follows:

"Section 2.02. *Passenger ramps.* City also leases to Airline and grants to Airline, its employees, agents, passengers, guests, patrons and invitees, the use of the passenger ramps (hereinafter referred to as 'Airline's Passenger Ramp Area') adjacent to the New Terminal Building and designated as on Exhibit "C" attached hereto and made a part hereof, subject, however, to the construction, installation, maintenance, use and operation of underground piping and related facilities of the underground fueling system at the Airport, but only in such manner as will not unreasonably interfere with Airline's use of Airline's Passenger Ramp Area. Notwithstanding the lease hereunder of Airline's Passenger Ramp Area, Airline shall not be entitled to occupy or use any of such Area until such time as the Consulting Engineer shall certify that such Area is available for such occupancy and use."

be and the same is hereby modified, changed and amended to read as follows:

Section 2.02. *Passenger ramps.* City also leases to Airline and grants to Airline, its employees, agents, passengers, guests, patrons and invitees, the use of the passenger ramps (hereinafter referred to as "Airline's Passenger Ramp Area") adjacent to the New Terminal Building and designated as on Drawing Number 30, subject, however, to the construction, installation, maintenance, use and operation of underground piping and related facilities of the underground fueling system at the Airport, but only in such manner as will not unreasonably interfere with Airline's use of Airline's Passenger Ramp Area. Notwithstanding the lease hereunder of Airline's Passenger Ramp Area, Airline shall not be entitled to occupy or use any of such Area until such time as the Consulting Engineer shall certify that such Area is available for such occupancy and use.

3. Section 2.08. *Exact Location of Leased Premises*, of the Lease Agreement, reading as follows:

"Section 2.08. *Exact Location of Leased Premises.* As promptly as practicable, the Consulting Engineer shall specify within the requirements of Section 2.01 and Section 2.02 hereof the exact location in the New Terminal Building of Airline's New Terminal Building Space and the exact location on the Airport of Airline's Passenger Ramp Area and the Commissioner of Aviation shall advise Airline in writing thereof, whereupon the premises leased under this Article II shall be the areas so specified by the Consulting Engineer."

be and the same is hereby deleted in its entirety.

4. The second paragraph of Section 4.01. *Rental payable by Airline for terminal building space*, of the Lease Agreement, reading as follows:

"Commencing January 1, 1962 and thereafter during the term hereof, Airline shall pay to City, as rental for terminal building space leased to it hereunder, a monthly rental of Dollars (\$.....)

be and the same is hereby modified, changed, and amended to read as follows:

Commencing July 1, 1967 and thereafter during the term hereof, Airline shall pay to City, as rental for terminal building space leased to it hereunder, a monthly rental of Dollars (\$.....)

5. The following section is hereby added to and incorporated in this agreement as Section 16.13, entitled *Equal Opportunity*:

Section 16.13. *Equal Opportunity.* Airline agrees that in performing under this agreement it shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color or national origin, nor otherwise commit an unfair employment practice. Airline further agrees that this article will be incorporated by Airline in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who

may perform any such labor or services in connection with this agreement. Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR p. 567, 1966; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1965, CH. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1965, CH. 29, Secs. 17 to 24 inclusive; and July 21, 1961, Ill. Rev. Stat. 1965, CH. 48, Secs. 851 to 866 inclusive, and an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of the Proceedings.

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

It is, therefore, agreed that except solely as hereinabove modified, changed and amended, the privileges, premises, terms, conditions and provisions of said agreement shall apply to, and shall govern, this amendment of said agreement and any and all further renewals or extensions thereof for any subsequent period which may be affected or made under and in accordance therewith.

This agreement was authorized by the City Council of the City of Chicago day of, 19....., (C.J. p.).

In Witness Whereof, the City of Chicago has caused this instrument to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of the City of Chicago, and its seal to be hereunto affixed and attested by the City Clerk of the City of Chicago, and has caused this Amendment to be executed on its behalf by its President and its corporate seal to be hereunto affixed and attested by its Secretary, pursuant to authorization of its Board of Directors, all as of the day and year first above written.

[Signature forms omitted]

CHICAGO-O'HARE INTERNATIONAL AIRPORT

Space to be Leased, and Fixed Rentals to be Paid, by Airlines
Under Leases with the City of Chicago Dated
January 1, 1959, as amended

A New Terminal Building (Section 2.01)—Drawings as Shown Below

Airline	Category of Space	Area Assignment Drawing No.	Area Number	Square Feet	Monthly Rental
Air Canada	Ticket	10	3A11-U1	1,381	
	Operations 1st Floor	19	G11-A1	2,088	
	Hold	20	G11-U1	1,500	
	Mezzanine	11	3A11-M1	600	
	Out Baggage	9	3A11-L1	674	
	Claim Baggage	9	3A11-L2	562	
Totals				6,805	\$ 3,001.88
American Airlines	Ticket	10, 23	3B01-U1, -U2; HK01-U4	5,608	
	Operations 2nd Floor	23	HK01-U5	20,854	
	Operations 1st Floor	21, 22	HK01-A1, -A2, -A3, -A4, -A5; K01-A1, -A2, -A3, -A4, -A5, -A6	18,264	
	Operations Roof	23	HK01-C1	1,067	
	Hold	23, 24	HK01-U1, -U2, -U3, -U6; K01-U1, -U2, -U3, -U4, -U5, -U6	18,000	
	Mezzanine	11	3B01-M1, -M2, -M3	4,793	

<i>Airline</i>	<i>Category of Space</i>	<i>Area Assignment Drawing No.</i>	<i>Area Number</i>	<i>Square Feet</i>	<i>Monthly Rental</i>
[American Airlines]	Out Baggage	9	3B01-L1	12,660	
	Claim Baggage	9	3B01-L2	4,190	
	Other Airline Area	9	3B01-L3	627	
	Totals			86,063	\$35,905.00
Braniff Airways	Ticket	5	2A02-U1, -U2	1,004	
	Operations 2nd Floor	14	D02-U2	1,760	
	Operations 1st Floor	13	D02-A1	3,137	
	Hold	14	D02-U1, -U3	2,000	
	Out Baggage	4	2A02-L1	1,501	
	Claim Baggage	4	2A02-L2	536	
	Other Airline Area	4	2A02-L3	165	
	Totals			10,103	\$ 4,210.00
Chicago Helicopter Airways	Operations 1st Floor	21	HK04-A1	1,437	
	Hold	23	HK04-U1	1,800	
	Totals			3,237	\$ 1,348.75
Continental Airlines	Ticket	5	2A03-U1	1,980	
	Operations 2nd Floor	14	D03-U1	500	
	Operations 1st Floor	13	D03-A1	3,575	
	Hold	14	D03-U2	3,300	
	Mezzanine	6	2A03-M1, -M2, -M3, -M4, -M5	2,100	
	Out Baggage	4	2A03-L1	1,000	
	Claim Baggage	4	2A03-L2	871	
	Totals			13,326	\$ 5,891.67
Delta Airlines	Ticket	10, 23	3A05-U1, U2; HK05-U1	2,190	
			HK05-A1, -A2, -A3;		
	Operations 1st Floor	21, 22	H05-A1, -A2, -A3;		
			H05-A-1-A2-A3	12,985	
	Hold	23, 24	HK05-U2, -U3; H05-U1, -U2, -U3	9,000	
	Mezzanine	11	3A05-M1	1,200	
	Out Baggage	9	3A05-L1	2,874	
	Claim Baggage	9	3A05-L2	1,843	
	Other Airline Area	9	3A05-L3	181	
	Totals			30,273	\$12,748.00
Eastern Air Lines	Ticket	5	2A06-U1, -U2	1,725	
	Operations 2nd Floor	14	D06-U1, -U3, -U4, -U6	3,100	
	Operations 1st Floor	13	D06-A2	6,988	
	Hold	13, 14	D06-A1, -A3, -U2, -U5, -U7, -U8	8,693	
	Mezzanine	6	2A06-M1	750	
	Out Baggage	4	2A06-L1	2,000	
	Claim Baggage	4	2A06-L2	1,764	
	Totals			25,020	\$10,536.46
Lake Central Airlines	Ticket	10	3A07-U1	545	
	Operations 1st Floor	21	HK07-A1	999	
	Hold	22, 24	K07-A1, -U1	612.5	
	Out Baggage	9	3A07-L1	600	
	Claim Baggage	9	3A07-L2	450	
	Totals			3,206.5	\$ 1,354.17
North Central Airlines	Ticket	10	3D08-U1	913	
	Operations 2nd Floor	23	HK08-U1	103	
	Operations 1st Floor	21	HK08-A1	4,135	
	Hold	22, 24	H08-A1, -A2, -A3, -U1, -U2, -U3	1,837.5	
	Mezzanine	11	3B08-M1	450	
	Out Baggage	9	3B08-L1	1,621	

<i>Airline</i>	<i>Category of Space</i>	<i>Area Assignment Drawing No.</i>	<i>Area Number</i>	<i>Square Feet</i>	<i>Monthly Rental</i>
[North-Central Airlines]	Claim Baggage	9	3B08-L2	521	
	Other Airline Area	9	3B08-L3, -L4	250	
	Totals			9,830.5	\$ 4,112.58
Northwest Airlines	Ticket	5	2A09-U1	1,598	
	Operations 1st Floor	13	D09-A1	6,988	
	Hold	13, 14	D09-A2, -A3, -U1, -U2, -U3, -U4, -U5	7,849	
	Out Baggage	4	2A09-L1, L4	1,517	
	Claim Baggage	4	2A09-L2	1,072	
	Other Airline Area	4	2A09-L3	627	
	Totals			19,651	\$ 8,261.25
Ozark Air Lines	Ticket	5	2A10-U1	825	
	Operations 2nd Floor	17, 18	EF10-U1, F10-U2	1,305	
	Operations 1st Floor	16	F10-A1	1,705	
	Hold	18	F10-U1	1,000	
	Out Baggage	4	2A10-L1	604	
	Claim Baggage	4	2A10-L2	447	
	Totals			5,886	\$ 2,505.29
Trans World Airlines	Ticket	10	3A12-U1	2,729	
	Operations 2nd Floor	20	G12-U2	150	
	Operations 1st Floor	19	G12-A1, -A2, -A3, -A4, -A5	15,512	
	Hold	20	G12-U1, -U3, -U4, -U5, -U6, -U7, -U8, -U9, -U10	15,964	
	Mezzanine	11	3A12-M1, -M2	5,368	
	Out Baggage	9	3A12-L1	4,001	
	Claim Baggage	9	3A12-L2	2,266	
	Other Airline Area	9	3A12-L3, -L4	627	
	Totals			46,617	\$19,878.79
United Air Lines	Ticket	5, 17	2B13-U1, -U2, -U3; EF13-U5	9,410	
	Operations 2nd Floor	17	EF13-U6, -U9, -U10, -U11, -U12, U13	19,974	
	Operations 1st Floor	15, 16	EF13-A1, -A2, -A3, -A4, -A5; E13-A1, -A2, -A3; F13-A1, -A2, -A3, -A4, -A5	33,293	
	Hold	17, 18	EF13-U1, -U2, -U3, -U4, -U7, -U8; E13-U1, -U2, -U3, -U4, -U5, -U6; F13-U1, -U2, -U3, -U4	24,418	
	Mezzanine	6	2B13-M1, M2	7,193	
	Out Baggage	4	2B13-L1; 2A13-L1	20,710	
	Out Baggage Basement	3	2B13-B1, -B2, -B3, -B4	1,727	
	Claim Baggage	4	2B13-L2	9,100	
	Other Airline Area	4	2B13-L3	603	
	Totals			126,428	\$52,584.25

B. Passenger Ramp Areas (Section 202)—
Drawing Number 30

<i>Airline</i>	<i>Designation on Drawing</i>	<i>Monthly Rental</i>	<i>Airline</i>	<i>Designation on Drawing</i>	<i>Monthly Rental</i>
Air Canada	AC	\$ 4,927.00	Ozark Air Lines	OZ	\$ 9,851.00
American Airlines	AL	67,575.00	Trans World Airlines	TW	49,258.00
Braniff Airways	BN	12,161.00	United Air Lines	UA	106,214.00
Continental Airlines	CO	11,699.00	SECTION 2. This ordinance shall be in force and effect from and after its passage.		
Delta Air Lines	DL	25,554.00	Avigation Agreement with C. M. St. P. & P. RR. Co.		
Eastern Air Lines	EA	24,166.00	Be It Ordained by the City Council of the City of Chicago:		
Lake Central Airlines	LC	5,080.00	SECTION 1. That the Commissioner of Aviation and the City Comptroller are authorized to execute		
North Central Airlines	NO	19,087.00			
Northwest Airlines	NW	22,938.00			

on behalf of the City of Chicago an Agreement with the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, said agreement to be in substantially the following form:

AGREEMENT

This Agreement, made this day of, 1966 by and between the City of Chicago, a Municipal corporation of the State of Illinois (hereinafter called "City"), and Chicago, Milwaukee, St. Paul and Pacific Railroad Company, a corporation organized and existing by virtue of the laws of the State of Wisconsin, and Milwaukee Land Company, a corporation organized and existing by virtue of the laws of the State of Iowa, as their respective interests may hereinafter appear (each hereinafter referred to as "Milwaukee Road").

Witnesseth:

1. City, for and in consideration of the covenants and agreements hereinafter contained and made on the part of Milwaukee Road, does hereby grant to Milwaukee Road permission and authority to install, maintain and use a railroad switch track on lands owned by the City of Chicago at Chicago-O'Hare International Airport described as follows, to-wit:

One (1) foot in width to six feet in width strip West of Milwaukee Road right-of-way at Western boundary of Chicago-O'Hare International Airport and East line of York Road, legal description of which to be mutually agreed to and supplied by the parties.

for a period of twenty (20) years from and after the day of, 1966, in order to make a connection with the tracks of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, which are adjacent to the West boundary of the airport, the City reserving unto itself all aviation rights over said tracks, unless otherwise renewed or terminated as hereinafter provided.

2. Milwaukee Road agrees to pay to the City as compensation for the privileges herein granted, the sum of One Dollar (1.00) per annum in advance at the Office of the City Comptroller.

Milwaukee Road further agrees that it shall for each parcel of land hereinafter described cause to be conveyed to City, prior to installation of any of said railroad track, switch track spur tracks or lead tracks, an Aviation Easement in and over the said property to be served, said Easement to be in substantially the following form:

"Aviation Easement"

This Indenture made this day of 1966, by and between Chicago, Milwaukee, St. Paul and Pacific Railroad Company, a corporation organized and existing by virtue of the laws of the State of Wisconsin, and Milwaukee Land Company, a corporation organized and existing by virtue of the laws of the State of Iowa, as their respective interests may appear, as Grantors, State of Illinois, County of Cook and City of Chicago, a municipal corporation organized and existing under the laws of the State of Illinois, hereinafter referred to as "Grantee".

Witnesseth:

WHEREAS, The Grantee is the owner and operator of Chicago-O'Hare International Airport, situated in Counties of Cook and DuPage, State of Illinois, and in close proximity to the land of the Grantor as hereinafter described and Grantee desires to obtain and preserve for the use and benefit of the public a right of free and unobstructed flight for aircraft landing upon, taking off from, or maneuvering about the said airport;

NOW THEREFORE, For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof by the Grantor is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee, its successors and assigns, for the benefit of the general public at large, an easement and right of way for the free unobstructed passage of aircraft, by whomsoever owned or operated, in and through the air space over and across those parts of the Grantor's said land which are bounded and described as follows:

All of Lots 1 and 2; Lot 3 (except the south 5.50 acres); all of Lots 8, 9 and 10 in Henry D. Franzen's Division of Land in Sections 11 and 14, Township 40 North, Range 11 East of the Third Principal Meridian. Also that part of Lot 1 of Owners Assessment Plat of part of Sections 11 and 14, Township 40 North, Range 11, falling in Section 11, Township 40 North, Range 11, East of the Third Principal Meridian, (Except from all of the above described property, that part described as follows: That part of Section 11 and 14, Township 40 North, Range 11, East of the Third Principal Meridian, described by beginning at a stone at the intersection of the center line of Irving Park Boulevard and Church Road and running thence west on the center line of Irving Park Boulevard, 1013.26 feet to the east line, extended south, of Eastview Avenue, as shown in the plat of Percy Wilson's Irving Park Manor; thence north on the east line of said Eastview Avenue, 136.55 feet to a point 50 feet north of the Section line between Sections 11 and 14; thence north 89 degrees 50 minutes east, parallel with said Section line 68.69 feet; thence easterly on a curve, having a radius of 617.55 feet and convex to the south, 155.02 feet; thence north 75 degrees 27 minutes east 392.35 feet; thence southeasterly on a curve, having a radius of 550 feet and concave to the south 373.7 feet; thence south 65 degrees 37 minutes east 108.0 feet; thence easterly on a curve, having a radius of 406 feet and convex to the south 177.85 feet; thence north 89 degrees 17 minutes east 44.9 feet to a point which is 50.02 feet north and 399.96 feet east of the quarter corner between said Sections 11 and 14; thence south parallel with the quarter section line of said Section 14, 1387.62 feet to the center line of Irving Park Boulevard; thence west on said center line 264.08 feet to the place of beginning (except also that part, if any, of said Lot 10 falling in Mohawk Acres), and (except that part of Lot 8 in Henry D. Franzen's Division of Land in Sections 11 and 14, Township 40 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded May 15, 1925 as document 192980 described by beginning at the southwest corner of said Lot 8 and running thence easterly along the south line of Lot 8, 146.86 feet, more or less, to the point of intersection of said south line of Lot 8 with the east line extended north, of Lot 5 in Block 5 in Percy Wilson's Irving Park Manor, a subdivision of Lot 6 in Owner's Assessment plat of parts of Sections 11 and 14, Township 40 North, Range 11, East of the Third Principal Meridian; thence north on said east line of Lot 5 in Block 5 extended north, 590.3 feet, more or less, to the north line extended east, of Lot 6 in said Henry D. Franzen's Division; thence west along said north line, extended east, of said Lot 6, to the west line of said Lot 8, thence south along the west line of Lot 8, 590.3

feet more or less, to the place of beginning), all in DuPage County, Ill.

Also

An undivided strip of land located in the south half of the northwest and northeast quarters of Section 11, Township 40 North, Range 11, East of the Third Principal Meridian, DuPage County, Illinois, more particularly described as:—All of the south half of the northwest quarter of said Section 11 (excepting the site of St. John's Evangelical Lutheran Church, containing approximately 5 acres, located in the southwest corner of said tract).

Also

The westerly 402.08 ft of the southwest quarter of the northeast quarter of said Section 11. Consisting of approximately 15 acres.

Also

A parcel of land consisting of a part of the Southwest quarter of the Northeast quarter of Section 11, Township 40 North, Range 11 East of the Third Principal Meridian, and consisting also, of a part of Lot 2 in Florence L. Wolff's Assessment Plat, being a part of the East half of the Northeast quarter of Section 11, Township 40 North, Range 11 East of the Third Principal Meridian, in DuPage County, Illinois, said parcel of land being bounded and described as follows:—Beginning on the East line of said Lot 2 (said East line being a line 50.00 feet, measured perpendicularly, west from and parallel with the East line of the Northeast quarter of said Section 11), at a point thereon which is 684.00 feet, measured along said East lot line, north from the Southeast corner of said Lot 2, and running thence west along a straight line, (which intersects the West line of said Lot 2, at a point 684.00 feet, measured along said West Lot line, north from the Southwest corner of said Lot 2) a distance of 2160.12 feet to its intersection with the West line of that part of the Southwest quarter of the Northeast quarter of Section 11 lying east of a line extending northwardly, parallel with the West line of said Northeast quarter, from a point on the South line of said Southwest quarter of the Northeast quarter of Section 11, which is 35.00 feet, measured perpendicularly, east from the Northwest corner of Lot "A", in Mohawk Acres, DuPage County, Illinois, a subdivision in the Southeast quarter of said Section 11, to a point on the North line of said Southwest quarter of the Northeast quarter of Section 11, which is 437.09 feet east from the Northwest corner of said Southwest quarter of the Northeast quarter; thence south along said West line, a distance of 45.01 feet to its intersection, with a line 45.00 feet, measured perpendicularly south from and parallel with the first herein described straight line; thence east along the last described parallel line, a distance of 1874.33 feet; thence southeastwardly along the arc of a circle, convex to the northeast and having a radius of 453.34 feet, a distance of 332.75 feet to a point on said East line of Lot 2, which point is 205.45 feet south from the point of beginning and thence north along said East line of Lot 2, said distance of 205.45 feet to the point of beginning; containing 2.6066 Acres of land, more or less.

Provided, however, that the air space in which the said easement and right-of-way is herein granted shall be that which lies above the following heights above the present surface of the said land: Said height being 37 feet above an eleva-

tion of 704 feet mean sea level being measured from the easterly right-of-way line of York Road. Thence extending therefrom westerly over and across said premises adding one additional foot vertically for each 60 feet horizontally to a maximum height of 100 feet above ground level, being 767 feet above mean sea level measured at the easterly right-of-way line at Illinois Route 83. When the runways, 9-27 and 4-22, are completed at Chicago-O'Hare International Airport, the City of Chicago will agree to convey back those height limitations as set out in Part 77 of the Federal Aviation Regulations then in force and effect at that time subject to approval by Federal Aviation Agency.

And in furtherance of the said easement and right of way the Grantor, for the considerations hereinabove set forth, does hereby grant and convey to the Grantee, its successors and assigns, a continuing right to keep the air space above the aforesaid heights clear and free from any and all fences, crops, trees, poles, buildings, and other obstructions of any kind or nature whatsoever which now extend, or which may at any time in the future extend, above the aforesaid heights of land, together with the right of ingress to, egress from, and passage over the land to the Grantor first above described for the purpose of effecting and maintaining such clearances and of removing any and all obstructions which now or may hereafter extend above the said heights.

To have and to hold said easement and all rights appertaining thereto unto the Grantee, its successors and assigns, until said airport shall be abandoned and shall cease to be used for airport purposes.

And for the considerations hereinabove set forth the Grantor hereby covenants, both for itself and its successors and assigns, for and during the life of this easement as follows:

(a) Grantor shall not hereafter construct nor permit, nor suffer to remain upon said land any obstruction that extends above the heights aforesaid, and

(b) Grantor shall not hereafter use or permit or suffer use of the land first above described in such a manner as to create electrical or electronic interference with radio communication or radar operation between the installation upon Chicago-O'Hare International Airport and aircraft, or as to make it difficult for flyers to distinguish between airport lights and others, or as to result in glare in the eyes of flyers using the said airport, or as to impair visibility in the vicinity of the airport, or as otherwise to endanger the landing, taking off or maneuvering of aircraft, and the aforesaid covenants and agreements shall run with the land of the Grantor, as hereinabove described, for the benefit of the Grantee and its successors and assigns in the ownership and operation of the aforesaid Chicago-O'Hare International Airport.

In Witness Whereof, the Grantors have hereunto set their hand and seal on the day and year first above written.

3. City may revoke and Milwaukee Road shall forfeit the permission granted herein if at any time the Milwaukee Road fails to convey, or cause to be conveyed to City said Aviation Easement or easements in and over the property hereinbefore described.

4. Upon termination of the privileges herein granted, by lapse of time or otherwise, Milwaukee

Road, without cost and expense to City, shall remove the switch track herein authorized and restore the real estate to a proper condition under the supervision of the Commissioner of Aviation and in the event of the failure, neglect or refusal of Milwaukee Road so to do, City may do said work and charge the cost thereof to the Milwaukee Road.

5. Milwaukee Road covenants that it shall hold and save City harmless from any and all liabilities for cost of removal, relocation, attention, repair or maintenance of the switch track herein authorized and from any and all damages hereto on account of the location, construction, reconstruction, alteration, repair or maintenance of any public ways, bridge, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities.

Milwaukee Road further covenants and agrees that it shall indemnify, keep and save harmless City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against the City in consequence of the permission granted herein, or which may accrue against, be charged to, or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by Milwaukee Road in and about the construction, reconstruction, maintenance, use and removal of said switch track.

6. Milwaukee Road shall, subject to concurrence of the City Council, have the option to renew this agreement for an additional term of twenty (20) years, commencing on the ... day of 19... upon giving notice of its election so to renew to City at least one year prior to the expiration of the terms hereof.

7. The construction of said switch track shall not be commenced until written approval of the plans therefor have been received from the Commissioner of Public Works of the City of Chicago.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed

In Witness Whereof, the parties hereto set their hands and seals the date and year first above written.

[Signature forms omitted]

SECTION 2. That the City Comptroller is authorized and directed to accept and file of record an Easement over certain premises therein described, in form as set out in Section 1 hereof wherein the Exchange National Bank of Chicago, as Trustee under Trust No. 8096 is Grantor and the City of Chicago is Grantee under Document R66-29952, filed for record in the Recorder's Office of DuPage County, Illinois.

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

Grant Agreement with U. S. A. for Runway, Etc.

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

SECTION 1. That the Mayor, on behalf of the City of Chicago, is authorized to execute and the City Clerk to attest, upon approval of the Corporation Counsel as to form and legality, a Grant Agreement from the United States of America, acting through the Federal Aviation Administration, Department of Transportation for Chicago-O'Hare International Airport Project No. 9-11-012-C716, said Grant Agreement to be in substantially the following form:

FEDERAL AVIATION AGENCY GRANT AGREEMENT

PART 1-OFFER

Date of Offer May 4 1967

Chicago-O'Hare International Airport

Project No. 9-11-012-C716

Contract No. FA-67-CE-4538

To: City of Chicago, Illinois and State of Illinois, Department of Aeronautics, (herein referred to as the "Sponsor") Co-Sponsors

From: The United States of America (acting through the Federal Aviation Agency, herein referred to as the "FAA")

Whereas, the Sponsor has submitted to the FAA a Project Application dated April 6, 1967, for a grant of Federal funds for a project for development of the Chicago-O'Hare International Airport (herein called the "Airport"), together with plans and specifications for such project, which Project Application, as approved by the FAA is hereby incorporated herein and made a part hereof; and

Whereas, the FAA has approved a project for development of the Airport (herein called the "Project") consisting of the following-described airport development:

Construct, edge-light (H.I.) and mark Runway 9R/27L (10,000' x 150'); construct, edge-light and mark connecting taxiway from 9R-end to intersection with Runway 14R/32L (approximately 3230' x 75') and holding apron (approximately 870' x 225'), turnoff taxiway (approximately 1404' x 75'), and 27L-end connecting taxiway (approximately 1015' x 75') and holding apron (approximately 600' x 225').

all as more particularly described in the property map and plans and specifications incorporated in the said Project Application;

Now Therefore, pursuant to and for the purpose of carrying out the provisions of the Federal Airport Act, as amended (49 U.S.C. 1101), and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application, and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and the operation and maintenance of the Airport as herein provided, The Federal Aviation Agency, For And On Behalf Of The United States, Hereby Offers And Agrees to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 50 percentum thereof, Provided, however, that the United States' share of the allowable costs incurred in installing the high-intensity lighting system for Runway 9R/27L shall be 75 percentum thereof.

This Offer is made on and subject to the following terms and conditions:

1. The maximum obligation of the United States payable under this Offer shall be \$2,952,000.00
2. The Sponsor shall:
 - (a) begin accomplishment of the Project within ninety days after acceptance of this Offer or such longer time as may be prescribed by the FAA, with failure to do so constituting just cause for termination of the obligations of the United States hereunder by the FAA;
 - (b) carry out and complete the Project without undue delay and in accordance with the terms hereof, the Federal Air-

- port Act, and Sections 151.45-151.55 of the Regulations of the Federal Aviation Agency (14 CFR 151) in effect as of the date of acceptance of this Offer; which Regulations are hereinafter referred to as the "Regulations";
- (c) carry out and complete the Project in accordance with the plans and specifications and property map, incorporated herein, as they may be revised or modified with the approval of the FAA.
3. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Section 151.41 (b) of the Regulations.
4. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of Sections 151.57-151.63 of the Regulations. Final determination as to the allowability of the costs of the project will be made at the time of the final grant payment pursuant to Section 151.63 of the Regulations; *Provided*, that, in the event a semi-final grant payment is made pursuant to Section 151.63 of the Regulations, final determination as to the allowability of those costs to which such semi-final payment relates will be made at the time of such semi-final payment.
5. The Sponsor shall operate and maintain the airport as provided in the Project Application incorporated herein and specifically covenants and agrees, in accordance with its Assurance 4 in Part III of said Project Application, that in its operation and the operation of all facilities thereof, neither it nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of race, color, creed or national origin in the use of any of the facilities provided for the public on the airport.
6. The FAA reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.
7. This Offer shall expire and the United States shall not be obligated to pay any part of the costs of the Project unless this Offer has been accepted by the Sponsor on or before June 30, 1967 or such subsequent date as may be prescribed in writing by the FAA.
8. In addition the Sponsor shall:
- (a) Incorporate or cause to be incorporated in each contract for construction work under the project, or any modification thereof, the equal opportunity clause as set forth in Section 202 of Executive Order No. 11246 of September 24, 1965, or such modification thereof as may be approved by the Secretary of Labor.
- (b) Incorporate or cause to be incorporated in each bid or proposal form submitted by prospective contractors for construction work under the project the provisions prescribed by Section 151.54 (d) (1), Part 151, Federal Aviation Regulations.
- (c) Be bound by said equal opportunity clause in any construction work under the project which it performs itself other than through its own permanent work force directly employed or through the permanent work force directly employed by another agency of government.
- (d) Cooperate actively with the FAA and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) Furnish the FAA and the Secretary of Labor such information as they may require for the supervision of such compliance and will otherwise assist the FAA in the discharge of its primary responsibility for securing compliance.
- (f) Refrain from entering into any contract or contract modification subject to Executive Order No. 11246 with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts pursuant to Part II, Subpart D of Executive Order No. 11246.
- (g) Carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the FAA and the Secretary of Labor pursuant to Part II, Subpart D of Executive Order No. 11246; and in the event that the sponsor fails or refuses to comply with its undertakings, the FAA may cancel, terminate or suspend in whole or in part any contractual arrangement it may have with the sponsor, may refrain from extending any further assistance under any of its programs subject to Executive Order 11246 until satisfactory assurance of future compliance has been received from such applicant, or may refer the case to the Department of Justice for appropriate legal proceedings.
9. It is understood and agreed that each contract awarded for construction work under this project is subject to the provisions of the Work Hours Act of 1962, Public Law 87-581. It is further understood and agreed that each such contract will contain stipulations requiring the contractor or subcontractor to pay wages to all laborers and mechanics employed on the work in conformance with the provisions of the Act and that the Sponsor may withhold or cause to be withheld from the contractor or subcontractor so much of the accrued payments as may be considered necessary to pay laborers and mechanics employed by any such contractor or subcontractor on the work the full amount of wages required by the contract and such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for liquidated damages as provided by the Act. It is also understood and agreed that, in the event of failure of any contractor or subcontractor to pay any laborer or mechanic employed or working on the site of the work all or part of the

wages required by the contract, the FAA may, after written notice to the Sponsor, withhold from the Sponsor so much of the accrued payments or advances representing unpaid wages and liquidated damages.

10. The Sponsor hereby covenants and agrees that its financial records of the project, established, maintained and made available to personnel of the FAA in conformity to Section 151.55 of the Regulations of the Federal Aviation Agency (14 CFR 151) will also be available to representatives of the Comptroller General of the United States.
11. By its acceptance of this Grant Offer the Co-Sponsors agree that insofar as is within their powers and to the extent reasonable, they will take action to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and take-off of aircraft.
12. It is hereby understood and agreed by and between the parties hereto that Paragraph 7 of Part III—Sponsor's Assurances of the aforesaid Project Application shall be considered to be amended by deletion of the words "Section A of FAA Technical Standard Order No. N18, dated April 26, 1950, as amended", and by substitution therefor of the following: "Section 77.23 as applied to Section 77.27, Part 77 of the Federal Aviation Regulations."
13. The Sponsor hereby further covenants that it will not permit any permanent-type structures, other than structures required for aids to air navigation and such other structures as may be specifically excepted in writing by the FAA, to be erected on, and that it will cause any existing structures to be removed from, each area identified on the Exhibit "A" as clear zone or any portions thereof, concerning which the Sponsor has acquired a fee interest with Federal financial assistance, irrespective of whether such structures constitute an obstruction to air navigation. The Sponsor hereby further covenants that, to the extent the land concerned is presently or hereafter owned or controlled by the Sponsor, it will not cause or permit any structure or object of natural growth to extend above the plane of the light path within the area comprising the site of any Approach Light System serving the aforesaid Airport (an ALS site being an area extending 3200 feet outward from the approach end of the runway served and 400 feet in width located symmetrically about the projected runway centerline).
14. It is understood and agreed that the terms "Administrator of the Federal Aviation Agency", "Administrator" or "Federal Aviation Agency" wherever they appear in this Agreement, in the Project Application, plans and specifications or other documents constituting a part of this Agreement shall be deemed to mean the Federal Aviation Administrator or the Federal Aviation Administration as the case may be.
15. It is understood and agreed that an Agency and Participation Agreement executed for and on behalf of the State of Illinois, Department of Aeronautics, on April 6, 1967, has been tendered the City of Chicago for

execution for and on its behalf, and under which an agency relationship will be created with the said City as principal and the said Department as agent. It is further understood and agreed that the United States shall not make, nor be obligated to make any grant payment hereunder until such Agency and Participation Agreement has been fully executed and submitted to and approved by the FAA. The City and the Department hereby agree that such Agency and Participation Agreement shall not, following such execution and approval, be amended, modified or terminated without the prior approval in writing of the FAA.

16. It is understood and agreed that notwithstanding that in the first line of Part I of the aforesaid Project Application the City of Chicago appears as the Sponsor of the project, the State of Illinois, Department of Aeronautics is a Co-Sponsor of the project.
17. It is understood and agreed that, insofar as the project construction development is concerned, any reference herein or in the aforesaid Project Application to plans and specifications shall mean the plans and specifications approved by the State Airport Engineer (Northern Illinois), Chicago Area Office, Federal Aviation Administration, on April 25, 1967.
18. It is understood and agreed by and between the parties hereto that the Sponsor, at the earliest renewal, cancellation or expiration date, shall amend its leases with Western Union Telegraph Company, Tele-O-Tronic Industries, Sky-Line Vue, Inc., Illinois Bell Telephone Company, Metro-News Photos, Inc., J. B. Simpson and O'Hare Heel Bar and Valet Service, in their nondiscrimination clause, to include therein a reference to Title VI of the Civil Rights Act of 1964.
19. It is understood and agreed by and between the parties hereto that participation by the United States in the costs of P.C.C. pavement construction under this project shall be limited to costs of construction according to a wire mesh reinforced pavement design as covered by alternate Proposal Nos. 1 and 2.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and said Offer and Acceptance shall comprise a Grant Agreement, as provided by the Federal Airport Act, constituting the obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and the operation and maintenance of the Airport. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty years from the date of said acceptance.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

By
Manager (Title) Chicago Area

Part II—Acceptance

The City of Chicago, Illinois does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials re-

ferred to in the foregoing Offer and does hereby accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this 4th day of May, 1967.

CITY OF CHICAGO, ILLINOIS
(Name of Co-Sponsor)

By
Title Mayor

(Seal)

Attest:.....

Title: City Clerk

Certificate of Co-Sponsor's Attorney

I, Raymond F. Simon, acting as Attorney for City of Chicago, (herein referred to as the "Co-Sponsor") do hereby certify:

That I have examined the foregoing Grant Agreement and the proceedings taken by said Co-Sponsor relating thereto, and find that the Acceptance thereof by said Co-Sponsor has been duly authorized and that the execution thereof is in all respects dut and proper and in accordance with the laws of the State of Illinois, and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the Co-Sponsor in accordance with the terms thereof.

Dated at Chicago, Illinois this 8th day of May, 1967.

By
Title Corporation Counsel

The State of Illinois, Department of Aeronautics does hereby accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this 10th day of May, 1967.

STATE OF ILLINOIS
DEPARTMENT OF AERONAUTICS

By
Title Director

(Seal)

Attest:.....

Title: Chief Engineer

Certificate of Co-Sponsor's Attorney

I, William G. Clark, acting as Attorney for the State of Illinois, Department of Aeronautics, do hereby certify:

That I have examined the foregoing Grant Agreement and proceedings taken by the State of Illinois, Department of Aeronautics relating thereto and find that the acceptance thereof by the State of Illinois, Department of Aeronautics has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of Illinois and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the State of Illinois, Department of Aeronautics in accordance with the terms thereof.

Dated at Springfield, Ill. this 10th day of May, 1967.

By
Title Attorney General

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

City Comptroller Authorized to Execute Leases of Certain Properties for Municipal Purposes.

The Committee on Finance submitted a report recommending that the City Council pass three proposed ordinances transmitted therewith, to authorize

the City Comptroller to lease specified parcels of property for use of City Departments and Agencies.

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

Yeas—Aldermen Parrillo, Harvey, Metcalfe, Holman, Despres, Rayner, Bohling, Cousins, Lupo, Buchanan, Danaher, Swinarski, Staszczuk, Burke, Krska, Sheridan, Shannon, Hines, Fitzpatrick, Campbell, Frost, Janousek, Kuta, Collins, Marzullo, Zydlo, Sain, Jambrone, Biggs, McMahon, Keane, Sulski, Brandt, Sande, Laskowski, Aiello, Cullerton, Laurino, Simon, Scholl, Goldberg, McCutcheon, Rosenberg, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—49.

Nays—None.

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

Multi Service Center, Joint Youth Development Committee.

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago a lease from Armitage Avenue Methodist Church, to the City of Chicago, a municipal corporation, of the premises described as follows:

One room on second floor of building at No. 834 W. Armitage Avenue, approximately 800 square feet,

for a term running from April 1, 1967, or date of occupation, to March 31, 1968, at a rental of \$100.00 per month, for the Multi Service Center of the Joint Youth Development Committee; such lease having been recommended by the Director of the Joint Youth Development Committee, and to be approved as to form and legality by the Corporation Counsel.

Either party may cancel this lease by thirty days' prior written notice.

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in this lease is payable solely from funds when made available by the Federal Government.

Said lease to be in the form of lease approved by the City Council as identified by the certification thereon of the Chairman of Committee on Finance.

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

Office, Chicago Committee on Urban Opportunity.

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago a lease from Herbert Wineberg and Marvin A. Lustbader, to the City of Chicago, a municipal corporation, of the premises described as follows:

Space on second floor of building at No. 6850 S. Stony Island Avenue, approximately 2,835 square feet,

for a term running from June 1, 1967, or date of occupation, to May 31, 1970, at a rental of \$245.00 per month, for the Office of the Chicago Committee on Urban Opportunity; such lease having been recommended by the Executive Director of the Chicago Committee on Urban Opportunity, and to

A communication from the Department of Public Works dated January 6, 1964, transmitting Monthly Progress Report No. 199 for the month ended November 30, 1963, showing the progress of construction on Sewer Bond Issue Projects;

A communication from the Department of Public Works, dated January 8, 1964, transmitting a report of expenditures for the Comprehensive Superhighway System for the month ended November, 1963.

COMMITTEE ON BUILDINGS AND ZONING.

Chicago Zoning Ordinance Amended to Designate Particular Areas Relating to Airports as "Airport Planned Development".

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

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

SECTION 1. That the Chicago Zoning Ordinance is amended by changing the M1-1 Restricted Manufacturing District symbol and indication on Map No. 13-S as it relates to Chicago-O'Hare International Airport; the M1-1 Restricted Manufacturing District symbol and indication on Map No. 14-L as it relates to Chicago Midway Airport; and the R7 General Residence District symbol and indication on Map No. 4-E as it relates to Merrill C. Meigs Airport; to the designation of an "Airport Planned Development" in each instance.

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

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

Yeas—Aldermen Parrillo, Metcalfe, Holman, Despres, Miller, Bohling, Condon, Lupo, Buchanan, Danaher, Zelezinski, Healy, J. P. Burke, Krska, Sheridan, Chew, Murray, Fitzpatrick, Campbell, Yaksic, Janousek, Tourek, Collins, Marzullo, Zydlow, Tomaso, Ronan, Keane, Sulski, Brandt, Sande, Laskowski, Massey, Corcoran, Cullerton, Shapiro, Kaplan, Scholl, Goldberg, Bauler, Rosenberg, Fifielski, Kerwin, Hoellen, O'Rourke, Wigoda, Sperling—47.

Nays—None.

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

Action Deferred—ON PROPOSED ORDINANCES FOR AMENDMENT OF CHICAGO ZONING ORDINANCE TO RECLASSIFY PARTICULAR AREAS.

The Committee on Buildings and Zoning submitted the following report, which was, on motion of Alderman Corcoran, *Deferred* and ordered published:

CHICAGO, January 22, 1964.

To the President and Members of the City Council:

Your Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body pass the proposed ordinances transmitted herewith (referred to Your Committee on November 23, 1962, July 1, August 22, September 11, September 27 and October 18, 1963), to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas as follows:

To classify as a C1-2 Restricted Commercial District instead of an R3 General Residence District the area bounded by

W. 13th Street; a line 48 feet 3 inches east of S. Damen Avenue; the alley next south of and parallel to W. 13th Street; and S. Damen Avenue (Map No. 4-H);

To classify as a Motor Freight Terminal District instead of an M2-3 General Manufacturing District the area bounded by

a line 619 feet north of W. 43rd Street; the west line of S. Hermitage Avenue, or the line thereof if extended where no street exists; W. 43rd Street; a line 277.14 feet east of the east line of S. Wolcott Avenue, or the line thereof if extended where no street exists; a line 164 feet north of W. 43rd Street; the east line of S. Wolcott Avenue, or the line thereof if extended where no street exists; W. 43rd Street; and the right-of-way of the C.J.R.R. (Map No. 10-H);

(the recommendation on this ordinance was concurred in by 8 members, with 1 dissenting vote).

To classify as an R4 General Residence District instead of a B3-2 General Retail District the area bounded by

the south line of the Northwest Expressway; a line 182.21 feet south of W. Edmunds Street, or the line thereof if extended where no street exists; and the alley next southwest of and parallel to N. Milwaukee Avenue (Map No. 13-L);

To classify as a B4-2 Restricted Service District instead of an R3 General Residence District and a C1-2 Restricted Commercial District the area bounded by

W. Lunt Avenue; a line 181.4 feet east of N. Western Avenue; the alley next south of and parallel to W. Lunt Avenue; and N. Western Avenue (Map No. 17-H);

To classify as an R4 General Residence District instead of a C2-2 General Commercial District the area bounded by

the west line of the right-of-way of the B.&O. R.R.; E. 73rd Street; and a line 101 feet west of the west line of the right-of-way of the B.&O. R.R. (Map No. 18-D);

To designate as a Residential Planned Development instead of an M1-1 Restricted Manufacturing District and an M2-3 General Manufacturing District the area bounded by

the south line of the right-of-way of the Dan Ryan Expressway; a line from a point 15.25 feet northwest of the west line of the Pullman Railroad right-of-way along the south line of the right-of-way of the Dan Ryan Expressway to a point 878.46 feet north of E. 103rd Street and 38.93 feet west of the west line of the Pullman Railroad right-of-way; a line 878.46 feet north of E. 103rd Street; a line 2,069.44 feet east of S. Cottage Grove Avenue; a line