



City of Chicago



SO2020-4591

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	9/9/2020
Sponsor(s):	Lightfoot (Mayor)
Type:	Ordinance
Title:	License agreement with Chicago Transit Authority for use of City-owned property at 3939-3949 W Maypole Ave, 205-231 N Pulaski Rd, 254-256 N Harding Ave, 3942-3944 W Maypole Ave and 3936-3938 W Maypole Ave
Committee(s) Assignment:	Committee on Housing and Real Estate

SUBSTITUTE
ORDINANCE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1: On behalf of the City of Chicago as Licensor, the Commissioner of the Department of Assets, Information & Services is authorized to execute a License Agreement with the Chicago Transit Authority, as Licensee, for use of property located at 3939-3949 West Maypole Avenue, 205-231 North Pulaski Road, 254-256 North Harding Avenue, 3942-3944 West Maypole Avenue, and 3936-3938 West Maypole Avenue, Chicago, Cook County, Illinois; such License Agreement to be approved as to form and legality by the Corporation Counsel in substantially the following form:

LICENSE AGREEMENT

THIS LICENSE (the "Agreement") is made and entered into this _____ day of _____, 2020, by and between, THE CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government (herein referred to as "Licensor" or "City") and the CHICAGO TRANSIT AUTHORITY, an Illinois municipal corporation (hereinafter referred to as "Licensee").

RECITALS

WHEREAS, City is the owner of real property located at 3939-3949 West Maypole Avenue (PINs 16-11-307-004, -005, and -013), 205-231 North Pulaski Road (PINs 16-11-307-001 and -002), 254-256 North Harding Avenue (PINs 16-11-305-019 and -020), 3942-3944 West Maypole Avenue (PINs 16-11-305-022 and -021), and 3936-3938 West Maypole Avenue (PINs 16-11-305-025 and -024), Chicago, Cook County, Illinois (together, the "Premises") as legally described on Exhibit A and depicted on Exhibit B attached hereto; and

WHEREAS, Licensee owns the real estate lying adjacent to and east of the Premises and seeks use of the Premises as a material storage yard to support its operations; and

WHEREAS, Licensor has agreed to permit Licensee access to and use of the Premises.

NOW THEREFORE, in consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

SECTION 1. ACCESS

Licensor hereby provides Licensee with exclusive access to the Premises for use as a material storage yard.

Licensee shall be responsible for, its agents, employees, contractors, subcontractors, consultants, invitees, guests, vendors, patrons and any other parties who enter the Premises at Licensee's direction or with Licensee's consent (collectively, "Agents"). Licensee shall be responsible for ensuring that all Agents comply with Licensee's obligations under this Agreement, and non-compliance by any Agent shall be deemed to be non-compliance by Licensee.

SECTION 2. TERM; TERM EXTENSION; TERMINATION; HOLD-OVER

2.1 Term. The term of this License ("Term") shall commence on the date of execution of this Agreement (the "Commencement Date") and shall expire on December 31, 2030 ("Expiration Date"), unless sooner terminated as set forth in this Agreement.

2.2 Term Extension. Unless notice of termination has been provided as set forth herein, the Term shall automatically renew on an annual basis commencing on the Expiration Date.

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2.3 Termination. Either party may terminate of this License with respect to a portion, or all of the Premises, with ninety (90) days' advance written notice to the other. Verbal notice of termination is not sufficient.

SECTION 3. LICENSE FEE, TAXES, AND UTILITIES

3.1 License Fee. Licensee shall pay a license fee for access to the Premises in the amount of One Dollar (\$1.00) for the entire Term of this Agreement.

3.2 Taxes. In the event that Leasehold taxes are ever assessed against the Premises as a result of Licensee use, Licensee shall pay when due any leasehold taxes, penalties, and interest assessed or levied on Licensee's portion of the Premises without reimbursement or other setoff from Licensor. Licensee acknowledges that leasehold taxes are one (1) year in arrears in Cook County and that as a result Licensee will be responsible for satisfaction of all leasehold taxes, penalties, and interest assessed or levied on the subject Premises at least one year after Licensee vacates the Premises. Notwithstanding the foregoing, nothing contained herein shall preclude Licensee from contesting any charge or tax levied against the Premises. The failure of Licensee to pay such taxes, interest, and penalties during the pendency of the contest shall not constitute a default under this Agreement. Licensee's tax responsibilities under this section shall survive the expiration, cancellation, or termination of this Agreement, but payment may be a requirement for contesting such taxes.

SECTION 4. LICENSE ONLY, USE OF PREMISES

4.1 License Only. This Agreement creates a license only and Licensee acknowledges that Licensee does not and shall not claim at any time any real property interest or estate of any kind or extent whatsoever in the Premises by virtue of this license or Licensee's use of the Premises pursuant hereto.

4.2 Licensor's Right of Access. This Agreement gives Licensee exclusive access to the Premises; provided however that, Licensor may have the right of access the Premises throughout the Term of this Agreement with forty-eight (48) hours' advance written notice.

4.3 Use of the Premises. Licensee may not charge or collect any fees, rent, or other compensation for the use of the Premises. Licensee shall not use the Premises in a manner that would violate any applicable law. Licensee further covenants not to do or suffer any waste or damage to any portion of the Premises, and to comply in all respects with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises, disfigurement or injury to any improvement on the Premises, or to fixtures and equipment thereof.

SECTION 5. ASSIGNMENT AND LIENS

5.1 Assignment. Licensee shall not assign this Agreement, in whole or in part, or sublicense the Premises or any part thereof.

5.2 Licensee's Covenant against Liens. Licensee shall not cause or permit any lien or encumbrance, whether created by act of Licensee, operation of law or otherwise, to attach to or be placed upon Licensor's title or interest in the Premises. All liens and encumbrances created by Licensee shall attach to Licensee's interest only. In case of any such lien attaching, Licensee shall immediately pay and remove such lien or furnish security or indemnify Licensor in a manner satisfactory to Licensor in its sole discretion to protect Licensor against any defense or expense arising from such lien. Except during any period in which Licensee appeals any judgment or obtains a rehearing of any such lien, or in the event judgment is stayed, Licensee shall immediately pay any judgment rendered against Licensee, with all proper costs and charges, and shall have the lien released and any judgment satisfied. If Licensee fails to pay and remove any lien or contest such lien in accordance herewith, Licensor, at its election, may pay and satisfy same, and all sums so paid by Licensor, with interest from the date of payment at the rate set at twelve percent (12%) per annum.

SECTION 6. INSURANCE AND INDEMNIFICATION

6.1 Insurance. The Licensee shall procure and maintain at all times at Licensee's own expense, during the term of this Agreement, the insurance coverages and requirements specified below, insuring all operations related to the Agreement with insurance companies authorized to do business in the state of Illinois. Licensee may also elect to self-insure for such insurance coverages and requirements.

The kinds and amounts of insurance required are as follows:

a) Workers Compensation and Employers Liability Insurance. Workers Compensation and Employers Liability Insurance and Occupational Disease Insurance, as prescribed by applicable law, covering all Licensee's employees and Employer's Liability coverage with limits of not less than \$500,000 each accident or illness.

b) Commercial Liability Insurance. (Primary and Umbrella). Commercial Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence, for bodily injury, personal injury, and property damage liability. Coverage extensions shall include the following: All premises and operations, products/completed operations, defense, separation of insureds, and contractual liability (with no limitation endorsement). The City of Chicago, its employees, elected officials, agents, and representatives are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the Agreement.

c) Automobile Liability Insurance. (Primary and Umbrella). The Licensee shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence, for bodily injury and property damage. The City of Chicago shall be named as an additional insured on a primary, non-contributory basis.

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d) All Risk Property Insurance. All risk property insurance coverage shall be maintained by the Licensee for full replacement value to protect against loss, damage to or destruction of property. The policy shall list the City of Chicago as an additional insured and loss payee.

The Licensee shall be responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies), owned or rented, by the Licensee.

6.2 Other Terms of Insurance. The Licensee will furnish the City of Chicago, Department of Assets, Information & Services, Office of Real Estate Management, 30 North LaSalle Street, Room 300, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of this Agreement. The Licensee shall submit evidence on insurance prior to award. The receipt of any certificates does not constitute agreement by the Licensor that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the Licensor to obtain certificates or other insurance evidence from Licensee shall not be deemed to be a waiver by the Licensee. The Licensee shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance shall not relieve Licensee of its obligation to provide Insurance as specified herein. Non-fulfillment of the insurance conditions may constitute a violation of the Agreement, and the Licensor retains the right to terminate the Agreement until proper evidence of insurance is provided.

The insurance shall provide for 60 days prior written notice to be given to the Licensor in the event coverage is substantially changed, canceled, or non-renewed.

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by Licensee.

The Licensee agrees that its insurers shall waive their rights of subrogation against the Licensor of Chicago its employees, elected officials, agents or representatives.

The Licensee expressly understands and agrees that any coverages and limits furnished by Licensee shall in no way limit the Licensee's liabilities and responsibilities specified within the Agreement documents or by law.

The Licensee expressly understands and agrees that its insurance is primary and any insurance or self-insurance programs maintained by the City of Chicago shall apply in excess of and not contribute with insurance provided by the Licensee under the Agreement.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

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If Licensee maintains higher limits than the minimums shown above, Licensor shall be entitled to coverage for the higher limits maintained by Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Licensor.

The City of Chicago, Department of Finance, Office of Risk Management, maintains the right to modify, delete, alter or change these requirements.

6.3 Licensee's Indemnification. Licensee shall indemnify, defend, and hold Licensor (its officers, agents, and employees) harmless against all liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, costs, damages, and expenses (including reasonable attorney's fees, expenses, and court costs), whether such claim is related to or arises from personal injury or property damage which may be expended by or accrue against, be charged to, or be recovered from Licensor or Licensee by reason of Licensee's performance of or failure to perform any of Licensee's obligations, or Licensee's negligent acts or failure to act under this Agreement, or resulting from the acts or failure to act of Licensee's Agents or from any liability arising from access to the Premises by any of Licensee's Agents or any third parties seeking services from Licensee. Under no circumstances shall Licensee be responsible for the negligence or willful misconduct of the Licensor. This section shall survive the expiration or termination of this Agreement.

SECTION 7. DAMAGE OR DESTRUCTION

7.1 Damage or Destruction. If the Premises is damaged or destroyed or a casualty to such extent that Licensee cannot continue, occupy or conduct its normal business therein, or if, in Licensee or Licensor's opinion, the Premises cannot be utilized, either Licensor or Licensee shall have the option to declare this Agreement terminated as of the date of such damage or destruction by giving the other party written notice of such exercise. If either party exercises this option, Licensee shall cease operations immediately and the license fee shall be apportioned as of the date of such damage or destruction. Licensor shall repay to Licensee any prepaid license fee.

SECTION 8. CONFLICT OF INTEREST AND GOVERNMENTAL ETHICS

8.1 Conflict of Interest. No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any financial interest (as defined in Chapter 2-156 of the Municipal Code), either direct or indirect, in the Premises. Nor shall any such official, employee, or member participate in making or in any way attempt to use her or his position to influence any City governmental decision or action with respect to this Agreement.

8.2 Duty to Comply with Governmental Ethics Ordinance. Licensor and Licensee shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics," including but not limited to section 2-156-120, which states that no payment, gratuity, or offer of employment shall be made in connection with any City of Chicago contract as an inducement for

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the award of that contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City of Chicago.

SECTION 9. INTENTIONALLY DELETED

SECTION 10. MISCELLANEOUS

10.1 Notice. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Licensee to Licensor shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid addressed to Licensor as follows:

City of Chicago
Department of Assets, Information & Services
Office of Real Estate Management
30 North LaSalle Street, Suite 300
Chicago, Illinois 60602

With a copy of all legal notices to:

City of Chicago
Department of Law
Real Estate Division
121 North LaSalle Street, Suite 600
Chicago, Illinois 60602

or at such other place as Licensor may from time to time designate by written notice to Licensee. All notices, demands, and requests by Licensor to Licensee shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Licensee as follows:

Chicago Transit Authority

Attn: Director - Real Estate
567 West Lake Street
Chicago, Illinois 60661

With a copy of all legal notices to:

Chicago Transit Authority
Attn: General Counsel
567 West Lake Street
Chicago, Illinois 60661

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or at such other place as Licensee may from time to time designate by written notice to Licensor. Any notice, demand or request which shall be served upon Licensee by Licensor, or upon Licensor by Licensee, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

10.2 Partial Invalidity. If any covenant, condition, provision, or term or agreement of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this Agreement shall not be affected thereby, but each covenant, condition, provision, term or agreement of this Agreement shall be valid and in force to the fullest extent permitted by law.

10.3 Governing Law. This Agreement shall be construed and be enforceable in accordance with the laws of the State of Illinois.

10.4 Entire Agreement. All preliminary and contemporaneous negotiations are merged into and incorporated in this Agreement. This Agreement contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

10.5 Captions and Section Numbers. The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.

10.6 Binding Effect of Agreement. The covenants, agreements, and obligations contained in this Agreement shall extend to, bind, and inure to the benefit of the parties hereto and their legal representatives, heirs, successors, and assigns.

10.7 Time is of the Essence. Time is of the essence of this Agreement and of each and every provision hereof.

10.8 No Principal/Agent or Partnership Relationship. Nothing contained in this Agreement shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

10.9 Authorization to Execute Agreement. The parties executing this Agreement hereby represent and warrant that they are duly authorized and acting representatives of Licensor and Licensee respectively and that by their execution of this Agreement, it became the binding obligation of Licensor and Licensee respectively, subject to no contingencies or conditions except as specifically provided herein.

10.10 Intentionally Deleted.

10.11 Force Majeure. When a period of time is provided in this Agreement for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays

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due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

10.12 No Brokers. Licensee warrants to Licensor that no broker or finder (a) introduced Licensee to the Premises, (b) assisted Licensee in the negotiation of this Agreement, or (c) dealt with Licensee on Licensee's behalf in connection with the Premises or this Agreement. Licensor warrants to Licensee that no broker or finder (a) introduced Licensor to Licensee, (b) assisted Licensor in the negotiation of this Agreement, or (c) dealt with Licensor on Licensor's behalf in connection with the Premises or this Agreement. Any and all payments due from Licensee to Licensor under this Agreement shall be paid directly to Licensor.

10.13 Amendments. From time to time, the parties hereto may administratively amend this Agreement with respect to any provisions reasonably related to Licensee's use of the Premises and/or Licensor's administration of this Agreement, including, but not limited to, an increase or reduction of parking spaces. Provided, however, that such Amendment(s) shall not serve to extend the Term hereof nor serve to otherwise materially alter the essential provisions contained herein. Such Amendment(s) shall be in writing, shall establish the factual background necessitating such alteration, shall set forth the terms and conditions of such modification, and shall be duly executed by both Licensor and Licensee. Such Amendment(s) shall only take effect upon execution by both parties. Upon execution, such Amendment(s) shall become a part of this Agreement and all other provisions of this Agreement shall otherwise remain in full force and effect.

10.14 No Other Rights. The execution of this Agreement does not give Licensee any other right with respect to the Premises. Any rights not expressly granted to Licensee through this Agreement are reserved exclusively to Licensor. Unless otherwise specified in this Agreement, execution of this Agreement does not obligate Licensor to undertake any additional duties or services.

10.15 Municipal Marketing Efforts. The City shall have the right to install digital advertising sign on Premises as part of the City's municipal marketing efforts, subject to the separate approval of City Council, and provided that any such installation does not interfere with Licensee's use of the Premises.

10.16 No Construction against Preparer. This Agreement shall not be interpreted in favor of either the Licensor or Licensee. Licensor and Licensee acknowledge that both parties participated fully in the mutual drafting of this Agreement. The words "shall", "will", and "must" are intended to convey a mandate, duty or an obligation. The phrases "shall not", "will not" and "must not" are intended to be construed as restrictive or prohibitive. The words "may" or "might" are intended to give the performing party a choice in performing the action.

SECTION 11. RESPONSIBILITIES OF LICENSEE

11.1 Licensee Inspection. Licensee has inspected the Premises and all related areas and grounds. Licensee is satisfied with the physical condition thereof. Licensee accepts the Premises in "as-is" condition.

11.2 Snow Removal. Licensee shall be responsible for removal of snow and accumulated of ice from sidewalks abutting the Premises.

11.3 General Condition. Licensee and its Agents shall not cause litter or debris to be placed on the Premises so as to keep the Premises in a condition free of rodents, vermin and other pests. Licensee shall be responsible for cleaning any litter or debris on the Premises that resulted from use by Licensee and/or its Agents.

11.4 Security. Licensee shall be responsible for the security of the personal property of Licensee and its Agents in connection with use of the Premises. Licensee may take any and all actions to ensure the security and safety of its personal property, and shall have the right, but not the obligation, to install or erect any safety barriers, including but not limited to fences, to limit access to all personal property stored on the Premises.

11.5 Repairs for Licensee Negligence, Vandalism, or Misuse. Licensee shall assume responsibility for any repairs to the Premises necessitated by the negligence, vandalism, or misuse of the Premises by Licensee and/or its Agents.

11.6 Hazardous Materials. Licensee shall keep out of the Premises materials which cause a fire hazard or safety hazard. Licensee shall not store any hazardous materials within the Premises.

11.7 Illegal Activity. Licensee, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Premises, is illegal, or increases the rate of insurance on the Premises.

11.8 No Alcohol or Illegal Drugs. Licensee agrees that no alcoholic beverages or illegal drugs of any kind or nature shall be sold, given away, or consumed on the Premises by Licensee or its Agents.

11.9 Licensing and Permits. For any activity which Licensee desires to conduct on the Premises in which a license or permit is required, said license or permit must be obtained by Licensee prior to using the Premises for such activity. Failure to obtain and maintain a required license or permit shall constitute a breach of the terms of this Agreement.

11.10 Full Liability. Except as set forth in Section 6, Licensee assumes full legal and financial responsibility and liability for any use of the Premises by Licensee and its Agents.

11.11 Non-Discrimination. Licensee agrees that Licensee shall not discriminate on the basis of race, color, sex, age, religion, disability, national origin, sexual orientation, marital

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status, parental status, military discharge status, immigration status, or source of income with respect to access to the Premises. Licensee shall not use the Premises for any religious purposes.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

LICENSOR:

THE CITY OF CHICAGO,
an Illinois municipal corporation and home rule unit of government
DEPARTMENT OF ASSETS, INFORMATION & SERVICES

By: _____
Commissioner

APPROVED AS TO FORM AND LEGALITY:
BY: DEPARTMENT OF LAW

By: _____
Assistant Corporation Counsel

LICENSEE:

CHICAGO TRANSIT AUTHORITY,
an Illinois Municipal Corporation

By: _____
Chairman, Chicago Transit Authority

Attest: _____
Secretary

APPROVED AS TO FORM AND LEGALITY:
By: LAW DEPARTMENT

By: _____
Attorney

EXHIBIT A
(legal description of the Premises)

LOTS 11 AND 12 IN PARMLY'S SUBDIVISION OF THAT PART OF LOT 3 OF COURT PARTITION OF THE EAST 30 ACRES OF THE WEST 40 ACRES OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

254-256 North Harding (PINs 16-11-305-019 and -020), Chicago, Illinois.

LOTS 13 AND 14 IN PARMLY'S SUBDIVISION OF THAT PART OF LOT 3 OF COURT PARTITION OF THE EAST 30 ACRES OF THE WEST 40 ACRES OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

3936-3938 West Maypole (PINs 16-11-305-025 and -024), Chicago, Illinois.

LOTS 16 AND 17 IN PARMLY'S SUBDIVISION OF THAT PART OF LOT 3 OF COURT PARTITION OF THE EAST 30 ACRES OF THE WEST 40 ACRES OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

3942-3944 West Maypole (PINs 16-11-305-022 and -021), Chicago, Illinois.

LOT 22 IN PARMLY'S SUBDIVISION OF THAT PART OF LOT 3 LYING SOUTH OF LAKE STREET IN THE COURT PARTITION OF THE EAST 30 ACRES OF THE WEST 40 ACRES OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

LOT 21, (EXCEPT THE EAST 16 FEET THEREOF DEDICATED FOR ALLEY) AND LOTS 18, 19 AND 20 IN PARMLY'S SUBDIVISION OF THAT PART OF LOT 3 LYING SOUTH OF LAKE STREET IN THE COURT PARTITION OF THE EAST 30 ACRES OF THE WEST 40 ACRES OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

LOT 28 (EXCEPT THE SOUTH 106 FEET THEREOF ALSO EXCEPT THE EAST 16 FEET OF THAT PART OF SAID LOT 28 LYING NORTH OF THE SOUTH 106 FEET THEREOF DEDICATED FOR ALLEY; ALSO EXCEPT THE NORTH 16 FEET OF THE SOUTH 122 FEET OF SAID LOT 28 DEDICATED FOR ALLEY) LOT 29 (EXCEPT THE SOUTH 106 FEET THEREOF ALSO EXCEPT THE NORTH 16 FEET OF THE SOUTH 122 FEET THEREOF DEDICATED FOR ALLEY) LOT 30 (EXCEPT THE SOUTH 105 FEET THEREOF ALSO EXCEPT THE NORTH 16 FEET OF THE SOUTH 122 FEET THEREOF DEDICATED FOR ALLEY) ALL IN PARMLY'S SUBDIVISION OF THAT PART OF LOT 3 LYING SOUTH OF LAKE STREET IN THE COURT PARTITION OF THE EAST 30 ACRES

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OF THE WEST 40 ACRES OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOT 31 (EXCEPT THE SOUTH 106 FEET THEREOF ALSO EXCEPT THE NORTH 16 FEET OF THE SOUTH 122 FEET OF SAID LOT 31 DEDICATED FOR ALLEYS) IN PARMLY'S SUBDIVISION OF THAT PART OF LOT 3 LYING SOUTH OF LAKE STREET IN TRIE COURT PARTITION OF THE EAST 30 ACRES OF THE WEST 40 ACRES OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

A STRIP OF LAND SOUTH OF AND ADJOINING LOT 21 (EXCEPT THE EAST 16 FEET THEREOF) AND SOUTH OF AND ADJOINING LOTS 18, 19 AND 20 AND NORTH OF AND ADJOINING LOT 28 (EXCEPT THE EAST 16 FEET THEREOF) AND NORTH OF AND ADJOINING LOTS 29, 30 AND 31 ALL IN PARMLY'S SUBDIVISION OF THAT PART OF LOT 3 LYING SOUTH OF LAKE STREET IN THE COURT PARTITION OF THE EAST 30 ACRES OF THE WEST 40 ACRES OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

3939-3949 West Maypole Avenue (PINs 16-11-307-004, -005, and -013), Chicago, Illinois.

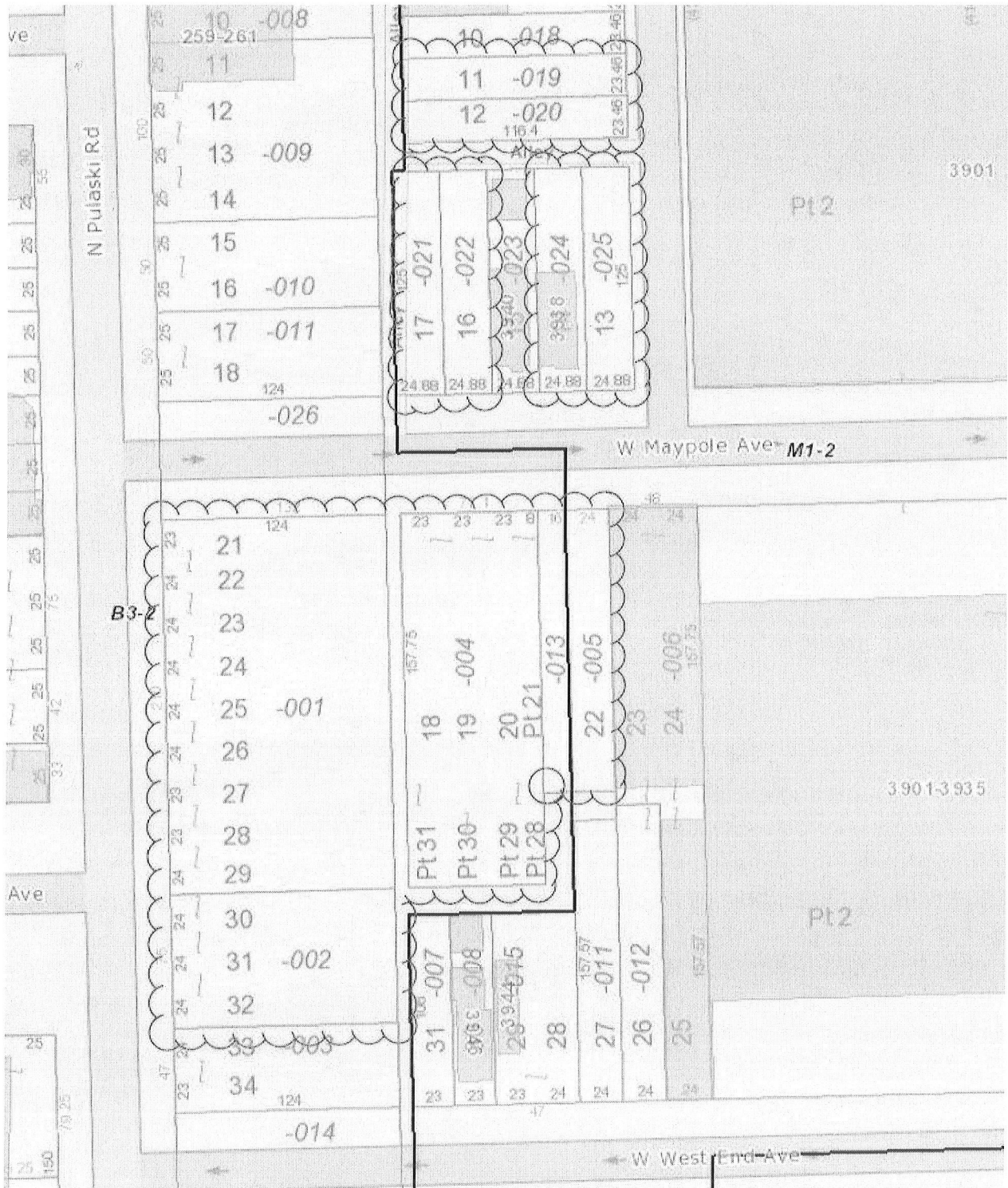
LOT 29 (EXCEPT THE SOUTH 3 FEET THEREOF) AND ALL OF LOTS 21 TO 28 BOTH INCLUSIVE IN HOUSTON'S SUBDIVISION OF THAT PART OF THE WEST 10 ACRES LYING SOUTH OF LAKE STREET OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

A STRIP OF LAND WEST OF AND ADJOINING THE WEST LINE OF LOT 18 AND THE WEST LINE OF SAID LOT 18 PRODUCED SOUTH 16 FEET AND WEST OF AND ADJOINING LOT 31 (EXCEPT THE SOUTH 122 FEET THEREOF) IN PARMLY'S SUBDIVISION AND EAST OF AND ADJOINING THE EAST LINE OF LOT 29 (EXCEPT THE SOUTH 3 FEET THEREOF) AND EAST OF AND ADJOINING THE EAST LINE OF LOT 21 TO 28 INCLUSIVE IN HOUSTON'S SUBDIVISION OF THAT PART OF THE WEST 10 ACRES LYING SOUTH OF LAKE STREET OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE SOUTH 3 FEET OF LOT 29 AND ALL OF LOTS 30, 31 AND 32 IN HOUSTON'S SUBDIVISION OF THAT PART OF THE WEST 10 ACRES OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF LAKE STEET, IN COOK COUNTY, ILLINOIS.

205-231 North Pulaski Road (PINs 16-11-307-001 and -002), Chicago, Illinois.

EXHIBIT B
(depiction of the Premises)



3939-3949 W. Maypole Ave. / 205-231 N. Pulaski Rd.
3936-3938 W. Maypole Ave. / 3942-3944 W. Maypole Ave.
254-256 N. Harding Ave.

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SECTION 2: This Ordinance shall be effective from and after the date of its passage and approval.