

COPY

CANCER TREATMENT RESEARCH FOUNDATION
3455 Salt Creek Lane
Suite 200
Arlington Heights, Illinois 60005

*file
Grant Park
Cancer Survivors*

December 7, 1995

Chicago Park District
425 East McFetridge Drive
Chicago, Illinois 60605

Gentlemen:

Pursuant to an Agreement for Design, Construction and Maintenance of the Richard and Annette Bloch Cancer Survivors' Plaza in Grant Park dated as of June 16, 1995 (the "Agreement"), between and among the Chicago Park District (the "CPD"), Richard and Annette Bloch (the "Blochs"), and Cancer Treatment Research Foundation ("CTRF"), (i) the Blochs agreed to donate money for the design, construction and maintenance of the Cancer Survivors' Plaza in Grant Park in Chicago, Illinois (the "Project"), (ii) the CPD agreed to accept the donation and to permit construction of the Project and (iii) CTRF agreed to administer the donated funds. Notwithstanding anything in the Agreement to the contrary, the CPD has agreed as follows:

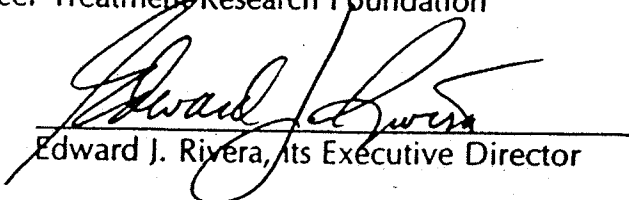
1. The Standard Form of Agreement Between Owner and Contractor (AIA Document A101) for the construction of the Project by Pepper Construction Company is satisfactory and CTRF shall be deemed to have satisfied all requirements of the Agreement relating to the form of such contract.
2. The CPD's obligation to hold harmless and indemnify CTRF set forth in the Agreement shall include an obligation to defend CTRF.
3. The indemnification provisions in Section 5.6 of the Agreement and the limitation of liability provisions in Section 5.7 of the Agreement shall survive the expiration or termination of the Agreement.

Please execute this letter where indicated below to acknowledge your agreement to the foregoing.

Sincerely,


Cancer Treatment Research Foundation

By:


Edward J. Rivera, Its Executive Director

Acknowledged and Agreed:
The Chicago Park District

By:


Its: GENERAL SUPERINTENDENT

AGREEMENT FOR
DESIGN, CONSTRUCTION AND MAINTENANCE
OF THE
RICHARD AND ANNETTE BLOCH
CANCER SURVIVORS' PLAZA
IN GRANT PARK

Dated as of June 16, 1995

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**AGREEMENT FOR DESIGN, CONSTRUCTION AND
MAINTENANCE OF THE RICHARD AND ANNETTE BLOCH
CANCER SURVIVORS' PLAZA IN GRANT PARK**

THIS AGREEMENT made and entered into this 16th day of June, 1995, between and among the Chicago Park District, a municipal corporation organized and existing pursuant to 70 ILCS 1505/0.01 et seq. of the Illinois Compiled Statutes ("CPD"), Richard and Annette Bloch, husband and wife ("DONOR"), and the Cancer Treatment Research Foundation, an Illinois not-for-profit corporation ("CTRF").

WITNESSETH:

WHEREAS, the CPD owns and operates park land known as Grant Park; and

WHEREAS, DONOR has proposed to donate \$1,000,000 to the CPD for the design, construction and maintenance of a portion of Grant Park that shall be named the Richard and Annette Bloch Cancer Survivors' Plaza ("Cancer Survivors' Plaza"); and

WHEREAS, the CPD desires to accept DONOR's donation and to permit the construction of Cancer Survivors' Plaza in Grant Park; and

WHEREAS, the CPD Board of Commissioners at its meeting on May 8, 1994 authorized the acceptance of DONOR's offer and approved the conceptual design of the Cancer Survivors' Plaza in order to proceed with its implementation; and

WHEREAS, DONOR desires to engage CTRF to hire a contractor or contractors and to administer the DONOR's donated funds for the construction of Cancer Survivors' Plaza ("the Project"); and

WHEREAS, CTRF is willing, through contractors, to cause the construction of Cancer Survivors' Plaza on CPD's land in Grant Park and to cooperate fully with the CPD to ensure construction in accordance with the conceptual design and contract documents prepared and approved by the CPD; and

WHEREAS, CTRF is willing to administer the escrow of donated funds and to make payments therefrom to the contractor in connection with the construction of Cancer Survivors' Plaza;

NOW, THEREFORE, in consideration of the mutual promises and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE I. DEFINITIONS

Wherever used in this Agreement, the following terms shall have the following meanings, unless the context clearly indicates otherwise:

"Agreement" means this Agreement for the design, construction and maintenance of the Cancer Survivors' Plaza.

"Construction Cost" means the total estimated cost to the DONOR of all elements of the Project designed or specified by the CPD, which shall include the cost at current market rates of labor and materials and equipment designed, specified, selected or specially provided by the CPD, plus a reasonable allowance for contingencies and for the Contractor's overhead and profit.

"Construction Fund" means a segregated bank account established solely for the receipt of DONOR'S donated funds and the disbursement therefrom for the payment of construction cost.

"Contractor" means a contractor or contractors under a duly authorized contract with the CTRF or CPD, including suppliers, manufacturers and consultants of any type.

"Execution Date" means the date on which the Agreement is executed by all parties hereto.

"Maintenance Endowment Fund" means a fund established for the sole purpose of financing continual maintenance of Cancer Survivors' Plaza as provided in Article VII of this Agreement.

"Project" means the design and construction of the Cancer Survivors' Plaza in Grant Park including the items represented by the schematic design attached hereto as Exhibit "A."

"Total Project Cost" means DONOR's donation to or for the benefit of the CPD, plus any other prospective donations minus an endowment for maintenance as provided in Article VII of this Agreement.

ARTICLE II. SUBJECT

2.1 CPD, DONOR, and CTRF hereby agree, subject to the terms and conditions set forth in this Agreement, to cooperate and perform their respective functions as described below, and to use reasonable efforts to complete the Project in as timely a manner as possible. The Project schedule is attached as Exhibit B.

ARTICLE III. DONOR'S RESPONSIBILITIES

3.1 Donation. For the benefit of CPD, DONOR agrees to make a financial donation for the design, construction and maintenance of Cancer Survivors' Plaza.

3.2 Payment of Construction Cost. Upon execution of this Agreement, DONOR agrees to pay directly to CTRF, for the benefit of CPD, One Million Dollars (\$1,000,000) of which Seven Hundred Thousand Dollars (\$700,000) shall be deposited into a Construction Fund account and Three Hundred Thousand Dollars (\$300,000) shall be deposited into a separate bank account for the Maintenance Endowment Fund. The construction budget is One Million Dollars (\$1,000,000).

3.3 Construction Cost. In the event that the Construction Cost exceeds the amount of funds available in Construction Fund Account, DONOR shall pay directly to CTRF the additional funds necessary to pay the amount of the costs of construction in excess of the funds available in the Construction Fund Account, or the parties agree that CPD shall have the right to modify the Project, provided, however, that additional contributions, if any, from sources other than the DONOR may be applied to the Construction Cost of the Project. In the event that the Construction Cost is less than the budget, the remaining funds shall be placed in the Maintenance Endowment Fund provided for in paragraph 7.1 of this Agreement.

3.4 Additional Contributions. DONOR agrees that CPD or CTRF may accept additional contributions from individuals, businesses, or other sources to cover construction and/or maintenance costs for the Project.

3.5 Computer Software. DONOR shall provide all software and agrees to update the data base on a regular basis for the computer in the Cancer Survivors' Plaza.

ARTICLE IV. CPD'S RESPONSIBILITIES

4.1 Land. CPD agrees to permit and facilitate the construction of the Project on the land located in Grant Park, Chicago, and indicated on Exhibit C hereto, and to maintain said Project to the reasonable satisfaction of the DONOR for a period of up to fifty (50) years, so long as sufficient funds are available in the Maintenance Endowment Fund. CPD further agrees during said period that it shall not take any action or neglect to take any action that would diminish or compromise the Project or its purpose as contemplated herein. It is expressly understood and agreed by all parties hereto that the land and all improvements thereon comprising Cancer Survivors' Plaza will remain the property of the CPD and under the exclusive unrestricted control of CPD.

4.2 Project Design Scope and Elements. CPD will provide drawings for the following program elements and features in the design of Cancer Survivors' Plaza:

Acceptance Plaza - illuminated entry way abutments and plaza name plate.

Triumphal Arch - granite columns with metal canopy.

Positive Mental Attitude Walk - avenue of 16 symbolic plaques on architectural pedestals.

Garden of Names - symbolic landscape, planting and celebration plaza, consisting of a computer (for survivors' names and information) and pavilions. A plaza name plate sign will be located on the south garden wall.

The provision of drawings for program elements and features described in this paragraph does not preclude the CPD from modifying said program elements and features as provided in 3.3 above.

4.3 Basic Services. CPD agrees to provide basic design services, including normal architectural, structural, electrical and civil engineering and landscape architecture, as follows:

- i. **Schematic Design Phase.** The signing of this Agreement with the attached schematic design shall constitute approval of the mutually agreed upon design, program, schedule and construction budget requirements.

- ii. **Design Development Phase.** Based on the approved schematic design documents included in this Agreement, the CPD, together with its consultants, will prepare design development documents, which will consist of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, electrical and civil engineering and landscape designs, materials and such other elements as may be appropriate.
- iii. **Construction Document Phase.** Based on the approved design development documents and any further adjustments in the scope or quality of the Project or in the construction budget agreed upon by the DONOR and the CPD, the CPD, together with its consultants, will prepare construction documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the Project. The CPD will prepare the necessary bidding information, bidding forms, conditions of the contract, and the form of contract between CTRF and the Contractor and will release, hold harmless and indemnify CTRF and the Released Parties, as defined herein, from any liabilities which may be incurred by a Released Party pursuant to such agreements, to the extent set forth more specifically in paragraph 5.7 herein. The CPD shall notify the DONOR and CTRF of any adjustments to previous estimates of Construction Cost indicated by changes in requirements or general market conditions. The CPD shall assume responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

4.5 Technical Assistance. CPD will provide technical assistance to CTRF in the administration and management of the construction contract, including, but not limited to:

- i. providing a project manager;
- ii. reviewing and approving form of construction contracts;
- iii. reviewing construction submittals;
- iv. advising on change orders;
- v. communication with the Contractor;
- vi. preparing clarification memos or drawings for the Contractor.

4.6 Construction Cost Contingencies. CPD shall be permitted to include contingencies for design, bidding, change orders and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the contract documents for design flexibility, and to make reasonable adjustments in the scope of the Project as the CPD deems necessary, and to include in the Contract Documents

alternate bids to adjust the construction cost to the fixed limit. CPD shall inform DONOR and CTRF of all changes affecting the Project scope, cost or schedule.

ARTICLE V. CTRF'S RESPONSIBILITIES.

5.1 Bidding or Negotiation Phase. CTRF shall cooperate with the CPD to obtain bids or negotiated proposals and to award and prepare contracts for construction. CTRF agrees to require Contractors to provide the gross maximum price for construction of the Cancer Survivors' Plaza. The Project shall be bid with additive or deductive alternates so that the Project will be built within the DONOR's \$1,000,000 gift and other donations actually received minus the endowment for maintenance. CTRF shall require Contractor to enter into agreements that reflect CPD's role in the Project and require Contractor to communicate all issues to CPD relating to design and construction that are subject to CPD's control. CTRF intends to provide CPD with copies of any agreements and proposals with respect to CTRF's foregoing obligations, and CPD will notify CTRF within ten (10) days of the date CTRF sends CPD notice of same in the event said proposals or agreements fail to satisfy CPD's requirements hereunder.

5.2 MBE/WBE Participation. CTRF agrees to cooperate with CPD with respect to CPD's standards regarding utilizing qualified and available certified Minority Business Enterprises and Women Business Enterprises ("MBE/WBE") as subcontractors and suppliers in the construction of the Project.

5.3 Construction Phase Administration of Construction Contract. CTRF shall require its Contractor under the terms of the construction contract to construct the improvements in accordance with the Schematic Design attached, this Agreement and all applicable laws. Except as otherwise provided in 4.5 of this Agreement, CTRF shall be responsible for entering into and holding the construction contract with the Contractor as agent for CPD, performing escrow duties and responsibilities as set forth in 5.4 below, and assisting in administering the construction contract effectively.

5.4 Escrowee of Donated Funds. CTRF agrees to serve as escrowee of DONOR's and other donated funds and upon execution of this Agreement establish at a financial institution agreeable to the CPD two (2) separate bank accounts as follows: //

- (1) Construction Fund account for the deposit of donated funds and disbursement therefrom by CTRF for the payment of Construction Cost.

- (2) Maintenance Endowment Fund account for the deposit of donated funds and disbursement therefrom by CPD or, if the parties agree, CTRF, for the payment of costs to maintain the Project after construction has been completed.

5.5 Lien Waivers. CTRF as agent for CPD, shall obtain from its contractors or subcontractors duly executed waivers of Mechanics' Liens and Contractors' Sworn Statements for work performed and/or materials supplied.

5.6 Insurance and Indemnification. Prior to the construction of the Project, CTRF shall require its contractors, including subcontractors, to obtain suitable amounts of insurance covering all aspects of Project construction work in forms and with limits and coverage approved by CPD and naming CTRF and the CPD as additional insured. Further, the construction contract between CTRF and the Contractor shall contain an indemnity provision which shall include, but not be limited to, a requirement that the Contractor, including subcontractors, and their successors and assigns indemnify, save and keep harmless the CPD, its commissioners, officers, employees and agents against any loss, claims, damage, liability, action, suit, proceeding, cost or expense that the CPD, its commissioners, officers, employees and agents may suffer, incur or sustain or for which it may become liable, growing out of any injury to or death of persons or loss or damage to property caused by or in connection with the Contractor's performance of any work or construction, installation, maintenance, removal or repair of the Project, except to the extent caused by the negligence or willful misconduct of the CPD, its agents or employees. Upon notice from the CPD of any claim which the CPD believes to be covered hereunder, CTRF or its Contractor shall timely appear in and defend all suits brought upon such claim and shall pay all costs and expenses incidental thereto, but CPD shall have the right, at its option and at its own expense, to participate in the defense of any suit, without relieving CTRF or its Contractor of any of its obligations hereunder.

5.7 Limitation of Liability. The parties acknowledge and agree that CTRF is acting hereunder solely to facilitate the escrow of certain funds for the development of the Project, and, therefore, notwithstanding anything set forth herein to the contrary, CPD and DONOR and their respective trustees, directors, officers, employees, consultants, agents, heirs and representatives, as applicable, to the extent not prohibited by law, hereby release, hold harmless and indemnify CTRF, its trustees, officers, employees, agents and assigns (collectively "Released Parties") from and against any and all liability, costs and expenses (including, without limitation, reasonable attorneys' fees and costs), claims and damages incurred by a Released Party arising out of or in connection with, directly or indirectly, the injury or death of any person or damage to property, the acts or omissions of any Released

Party, and the general development and ongoing operation and maintenance of the Project, except to the extent caused by the gross negligence or willful misconduct of a Released Party with respect to its obligations under Section 5.4 of this Agreement.

ARTICLE VI. CHANGE ORDERS.

6.1 Change Orders shall not be executed without prior approval from CPD. DONOR shall be responsible for payment on any construction change orders it requests for items which are not included in the construction contract. Payment for any change orders made necessary due to unforeseen circumstances, errors and omissions or which are requested by the CPD shall be made from the construction cost contingency fund. If the contingency fund has been exhausted, the DONOR and CPD agree to address the change order(s) by one of the following ways:

- (1) DONOR will donate additional funds to cover the cost of the change order(s);
- or
- (2) CPD may reduce the scope of the Project.

ARTICLE VII. MAINTENANCE OF CANCER SURVIVORS' PLAZA

7.1 i. As stated in 3.2 of this Agreement, CTRF shall establish an escrow account for the benefit of CPD, with a minimum deposit of \$300,000 from the DONOR's and other donations received for the establishment of a Maintenance Endowment Fund devoted solely to the payment of costs of maintenance of the Cancer Survivors' Plaza and its improvements.

ii. The CPD shall be responsible for maintenance of the Cancer Survivors' Plaza, so long as sufficient funds are available in the Maintenance Endowment Fund, for a period not to exceed 50 years.

iii. If additional funds are donated to and deposited in the Maintenance Fund, an equal amount may be deducted from the original endowment of \$300,000 and applied to the payment of Construction Cost.

iv. CPD shall maintain the computer for as long as DONOR maintains the database as provided for in 3.5 of this Agreement.

v. The parties agree that the Maintenance Schedule and Scope of Work attached hereto as Exhibit D constitute the accepted standard of maintenance for the Cancer Survivors'

Plaza to which the CPD shall have the discretion to make reasonable modifications from time to time, subject to the reasonable approval of the DONOR or its representative.

ARTICLE VIII. OWNERSHIP AND USE OF PROJECT DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

8.1 The drawings, specifications and other documents prepared by or for CPD for the Project are for use solely with respect to the Project and the CPD shall retain ownership thereof. Such drawings, specifications or other documents shall not be used by the DONOR or others on other projects, for additions to the Project or for completion of the Project by others, except by agreement in writing and with appropriate compensation to the CPD.

ARTICLE IX. TERMINATION

9.1 Notice of Termination. This Agreement may be terminated by any party hereof upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

9.2 Failure to Perform. Failure of the DONOR to cause payments to be made to the CTRF in accordance with the terms of this Agreement shall be considered substantial non-performance and cause for termination.

ARTICLE X. GENERAL PROVISIONS

10.1 Governing Law. This Agreement shall be governed by the laws of the State of Illinois, excluding, however, those relating to conflict of laws.

10.2 Successors and Assigns. CPD, the DONOR, and CTRF, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other parties to this Agreement and to the partners, successors, assigns and legal representatives of such other parties with respect to all agreements and covenants in this Agreement.

10.3 Entire Document. This Agreement, including attached exhibits, represents the entire and integrated agreement between the DONOR, the CPD and CTRF and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or supplemented only by written instrument duly signed by all parties hereto.

10.4 Severability. In the event that any provision of this Agreement shall be found by any court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

10.5 Representation of Authority to Contract. Each party represents and warrants to the parties that the execution and delivery of this Agreement by it has been duly authorized by all proper actions and proceedings and that this Agreement constitutes the legal, valid and binding obligation of such party.

10.6 Interpretation. Section titles and headings are provided for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. Both parties have reviewed and discussed this Agreement with counsel, and this Agreement shall be interpreted without applying any rule providing for construction against the drafting party.

10.7 Notice. Any notice required under this Agreement shall be in writing and shall be deemed received when a copy thereof, addressed to such party as provided herein, is delivered by personal delivery, or three (3) days after being sent by certified or registered mail, return receipt requested, postage prepaid, to the address listed below or to such other address as one party may designate in writing to the other party.

If to the CPD: Chicago Park District
425 East McFetridge Drive
Chicago, Illinois 60605
(312) 747-2657
Fax: (312) 747-6127

Attention: General Superintendent

with copies to: Chicago Park District
425 East McFetridge Drive
Chicago, Illinois 60605
(312) 747-2673
Fax: (312) 747-2433

Attention: General Counsel

If to the DONOR: Richard and Annette Bloch
R.A. Bloch Cancer Foundation, Inc.
4410 Main Street
Kansas City, Missouri 64111
(816) 931-7486
Fax: (619) 324-0312

If to CTRF: Cancer Treatment Research Foundation
3455 Salt Creek Lane, Suite 200
Arlington Heights, Illinois 60005-1091
(708) 342-7452
Fax: (708) 342-7320

Attention: Executive Director


10.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original Agreement having identical legal effect.

ARTICLE XI. TERM

11.1 This Agreement shall take effect as of the Execution Date and shall remain in effect until the Project has been completed and the respective obligations of all parties hereof have been fulfilled unless earlier terminated in accordance with Article IX.

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

CHICAGO PARK DISTRICT

By: 
Forrest Claypool
General Superintendent

DONOR

By: _____
Richard Bloch

By: _____
Annette Bloch

CANCER TREATMENT RESEARCH FOUNDATION

By: _____

Name: _____

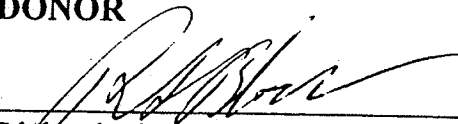
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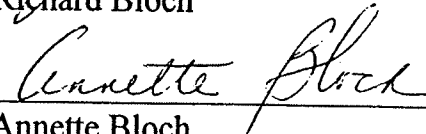
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

CHICAGO PARK DISTRICT

By: _____
Forrest Claypool
General Superintendent

DONOR

By:  _____
Richard Bloch

By:  _____
Annette Bloch

CANCER TREATMENT RESEARCH FOUNDATION

By: _____

Name: _____

Title: _____

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

CHICAGO PARK DISTRICT

By: _____
Forrest Claypool
General Superintendent

DONOR

By: _____
Richard Bloch

By: _____
Annette Bloch

CANCER TREATMENT RESEARCH FOUNDATION

By:  _____

Name: Edward J. Rivera _____

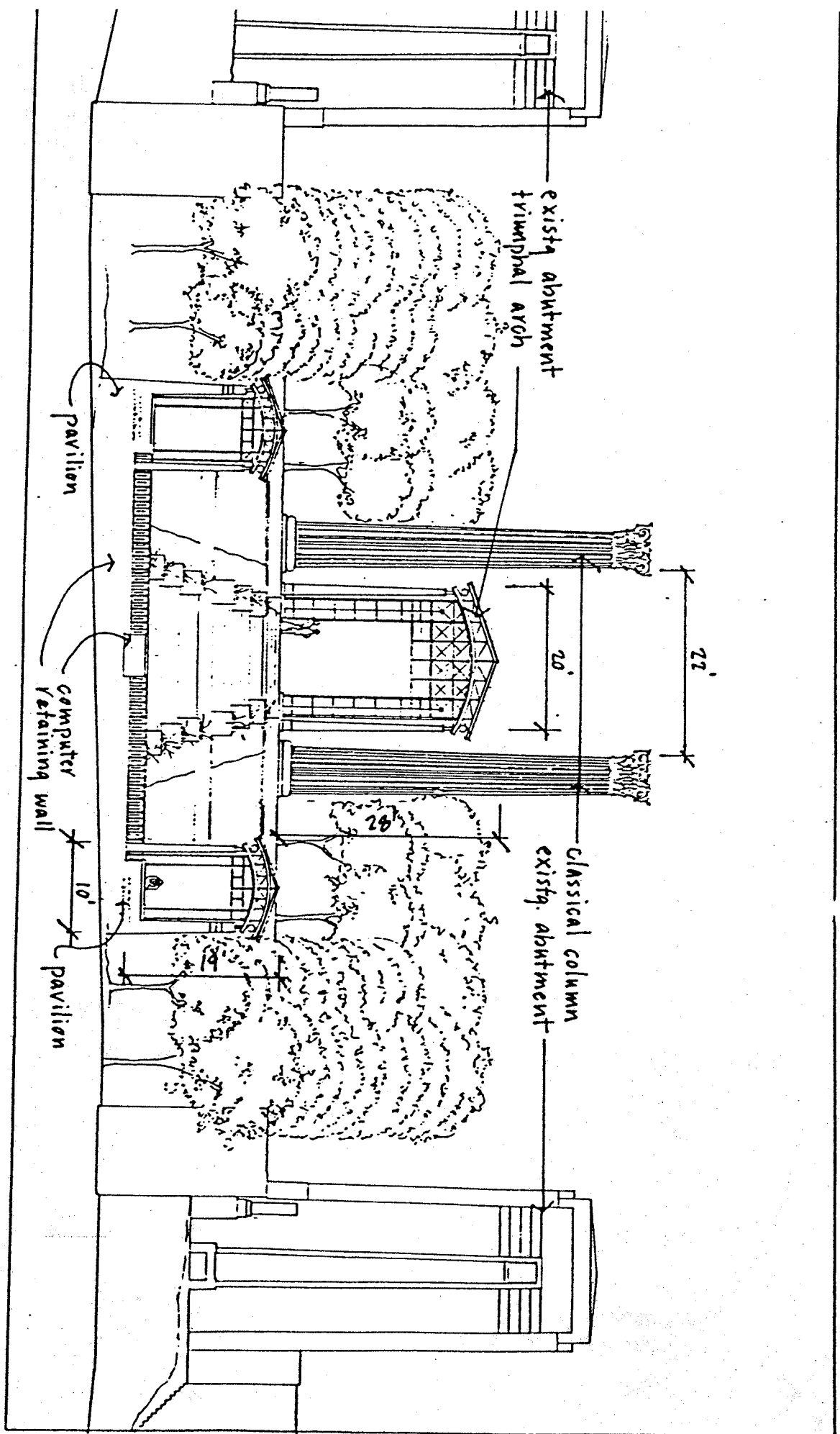
Title: Executive Director _____

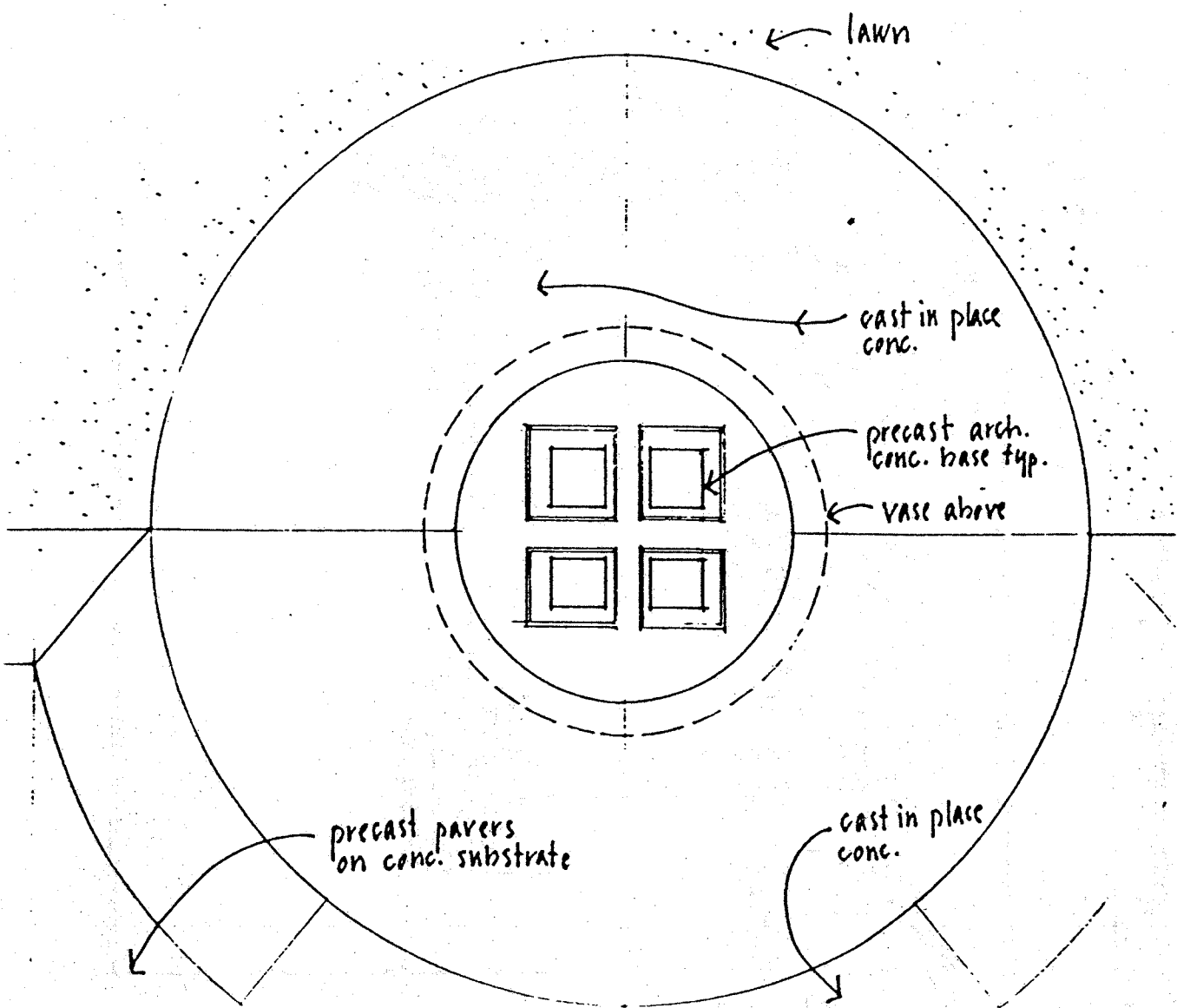
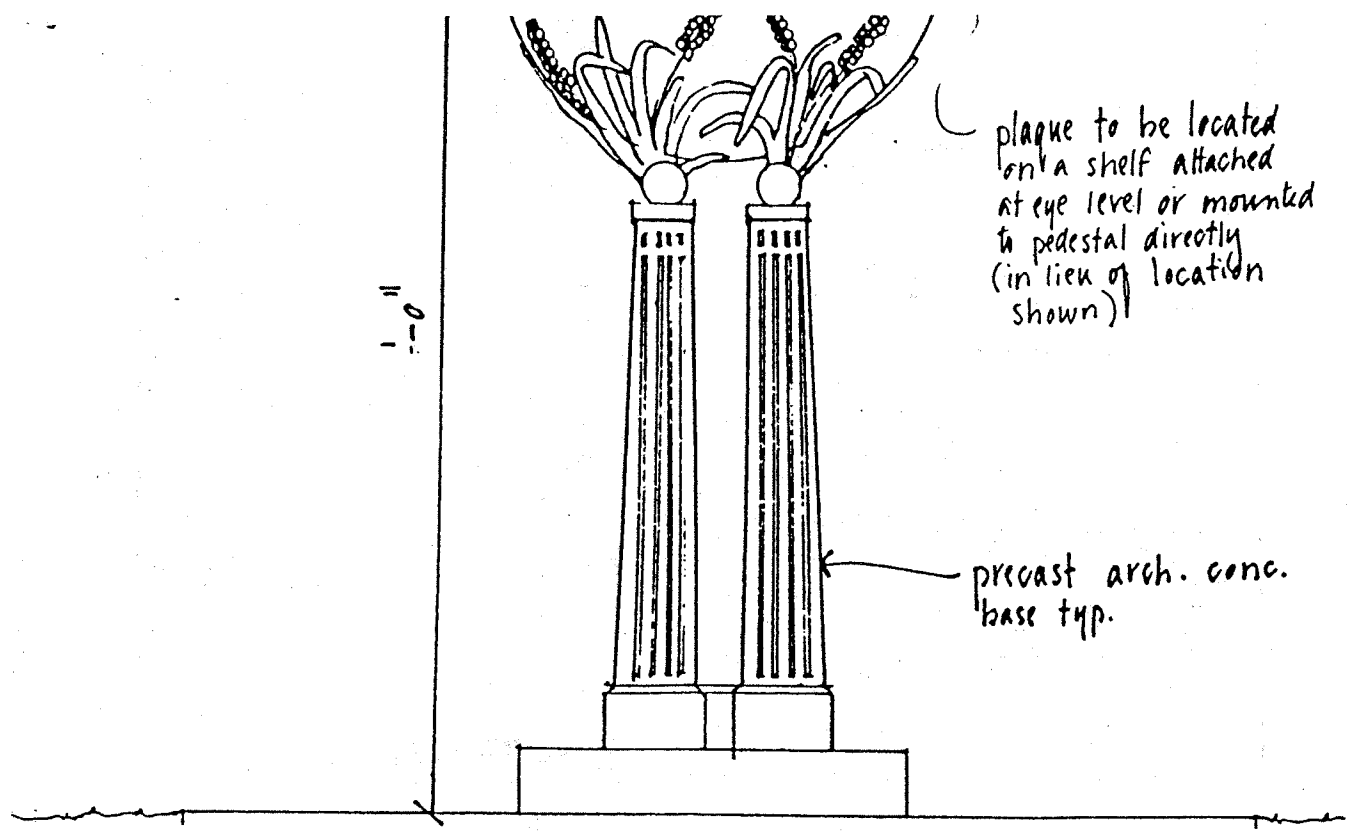
EXHIBIT A

Schematic Design

Preliminary Architectural and Landscape Architectural design drawings for this project are attached:

- 1. Grant Park - Cancer Survivors' Plaza - Site Plan**
- 2. Grant Park - Cancer Survivors' Plaza - Perspective of Triumphal Arch**
- 3. Grant Park - Cancer Survivors' Plaza - Elevation from Lake Shore Drive**
- 4. Grant Park - Cancer Survivors' Plaza - Ornamental Vase with PMA Statements**





Chicago Park District
 Department of Architecture
 Ornamental Vase w/PMA Statement Proposal for Mr. & Mrs. Richard Bloch
 Cancer Survivors' Garden
 November, 1994

EXHIBIT B

PROJECT BUDGET: \$1,000,000

PROJECT SCHEDULE:

A/E RFP invitations sent out.....March 14, 1995

A/E RFP due.....March 28, 1995

Notice To Proceed to A/E Consultant.....June 9, 1995
(Contingent on Contract Signing by all Parties)

Design Development Complete..... June 19, 1995

Construction Documents Complete.....July 21, 1995

Bidding Advertise for construction or negotiated bid.....August 3, 1995

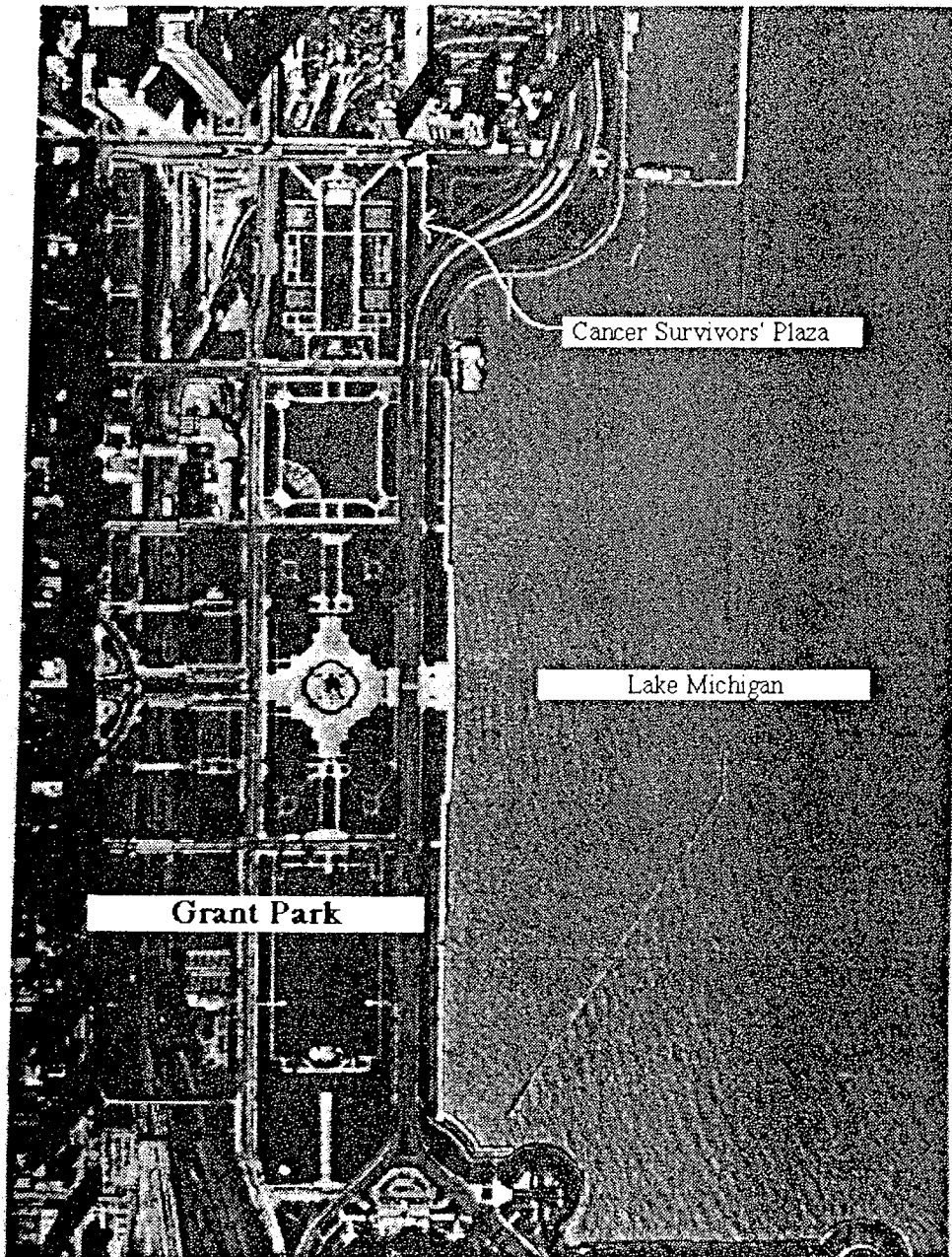
Bids Received.....August 27, 1995

NTP to Contractor..... November 1, 1995

CONSTRUCTION COMPLETION - Beneficiary Occupancy.....May 15, 1995

EXHIBIT C

General Site Plan



PROJECT ELEMENTS:

1. Walks/Paving

The main walks and plazas are composed of precast architectural concrete pavers on a concrete substrate, with a cast in place concrete border surround. Other walks and stairs are composed of cast in place concrete. The Scope of Work is to be provided by the Civil Engineers and CPD.

2. Triumphal Arch

The triumphal arch consists of ornamental steel columns, trusses and purlins uniquely designed. The primary steel component shapes used will be angles, bars, rods and plates. The steel structure will rest on a small precast architectural concrete base resting on a shallow mat foundation. The Scope of Work is to be provided by the Structural Engineers and CPD.

3. Classical Columns

The two gigantic Corinthian order columns are to be located at the north end of the site. Each column consists of 10 pieces: a base, a 7 part fluted shaft and a 2 part capital. Each piece is made of solid granite weighing approximately 220 kips. Because of the poor bearing capacity of the soil, the columns will probably need to be placed on deep cassion foundations. Each section of the column will have a central "Louie box" for lifting the stone and a 3" dia. central dowel hole. The Scope of Work is to be provided by the Structural Engineers and CPD.

4. Pavilions

The two pavilions located in the Celebration Plaza are incorporated into the new precast concrete retaining wall with 3 of the 6 columns composed of architectural precast concrete and 3 of ornamental steel. The columns will support 3 ornamental steel trusses supporting purlins. The primary steel component shapes used will be angles, bars, rods, plates and ornamental columns which are all to be uniquely designed.. The steel structure will rest on a panelized precast architectural concrete base attached to a "cmu" or cast in place substrate resting on a shallow mat foundation. The Scope of Work is to be provided by the Structural Engineers and CPD.

5. Positive Mental Attitude Flower Vases

The sixteen 5' feet high precast architectural concrete flower vases line the lawn located in the center of the site. The Scope of Work is to be provided by the Structural Engineers and CPD.

6. Lighting/Electrical

The site is to be lit with specially designed ornamental pole lighting for background and security purposes. Stairs are to lighted with accent lights located in retaining walls etc. The existing 40' high deco architectural abutments, triumphal arch steel canopy, two granite classical columns and pavilions are to be highlighted with special accent lighting. Also required is electrical service to the site, a computer, footings and all fixtures. The Scope of Work is to be provided by the Electrical Engineers.

7. Landscaping

The site will be landscaped with two rows of ornamental trees to create an allee. The site will feature 3 gardens, Herb Garden , Positive Mental Attitude Gardens and Butterfly Garden. The Scope of Work is to be provided by the CPD.

8. Irrigation

All landscaped items are to be irrigated with a system that adequately addresses the varied landscape plant material. The Scope of Work is to be provided by the Civil Engineers.

9. Site Furnishings and Signage

Includes ornamental precast or steel benches and ornamental steel trash receptacles. Signage will be provided at plaza entrances, flower vases and at significant architectural features. The Scope of Work is to be provided by the CPD.

10. Water and Sewer

Accessing the site and installing required provisions for drainage, irrigation and a drinking fountain. The Scope of Work is to be provided by the Civil Engineers.

11. Earthwork

The site is to be regraded as a series of three flat terraces. This will require some cutting but mostly filling. The Scope of Work is to be provided by the CPD.

12. Computer

Located at the Celebration Plaza a computer will provide interactive information to pedestrians. Off site programming is to be accomplished for altering information given at the computer. The computer will be enclosed in the precast concrete retaining wall with a vandal resistant design. The Scope of Work is to be provided by the Electrical Engineers.

13. Ornamental Railings

Ornamental iron fence/railing will be included at the Celebration Plaza as part of the retaining wall, at the Herb Garden to protect the plant material and along various stairs per code. The Scope of Work is to be provided by the CPD.

EXHIBIT D

CANCER SURVIVORS' PLAZA

MAINTENANCE SCHEDULE AND SCOPE OF WORK

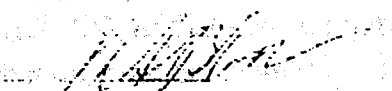
First Half - April	Initial spring clean-up: pick up trash, rake planting beds, remove dead plant material from previous season, edge and redefine planting beds
Second Half - April through First Half - May	(emerging plant material should be visible) Cultivate planting beds and mulch with compost mulch (1" to 2"), fertilize as required, initiate mowing of lawn areas, start up irrigation system and provide system maintenance as required
Second Half - May through First Week - June	Install replacement plantings, divide and replant overgrown existing plantings as required. (2-3 year cycle as per species' requirements. In general there will be some division annually)
June through September	Perform general maintenance on a weekly basis, including: <ul style="list-style-type: none">- pick up trash- mow lawn- monitor water requirements and irrigate planting beds- irrigate lawn- dead head spent blossoms- stake blossoms as required- weed and cultivate beds
September through October	Perform fall plant division as required, mulch sensitive plant species for winter protection, shut down and blow out irrigation system

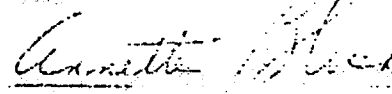
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

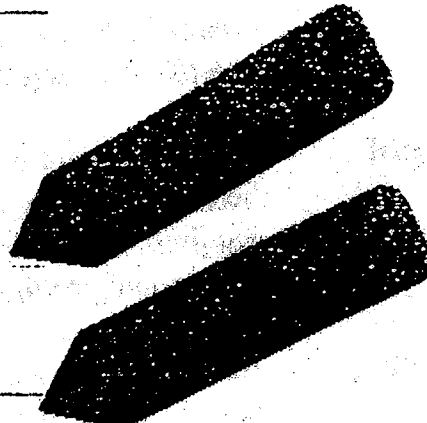
CHICAGO PARK DISTRICT

By: _____
Forrest Claypool
General Superintendent

DONOR

By: 
Richard Bloch

By: 
Annette Bloch

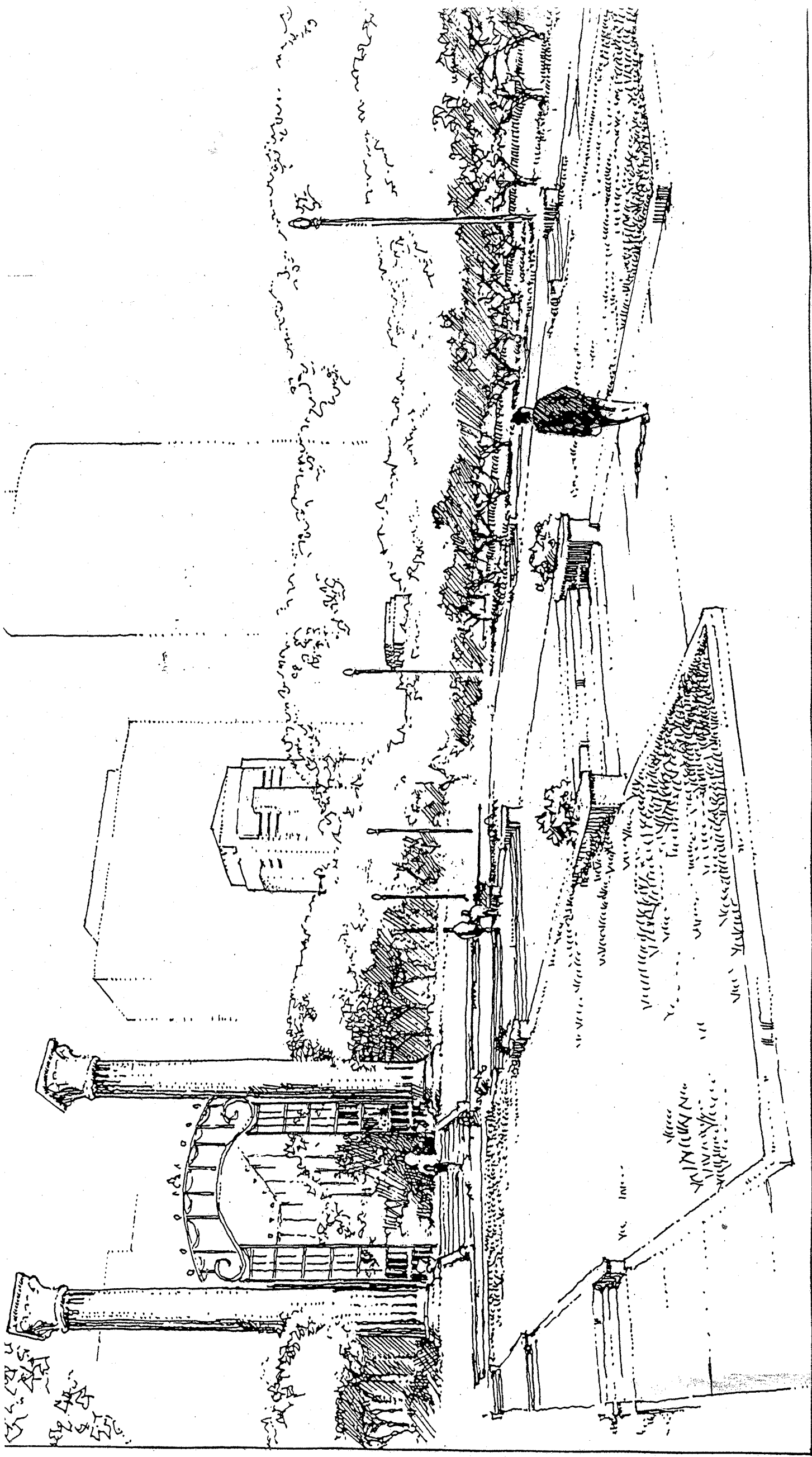


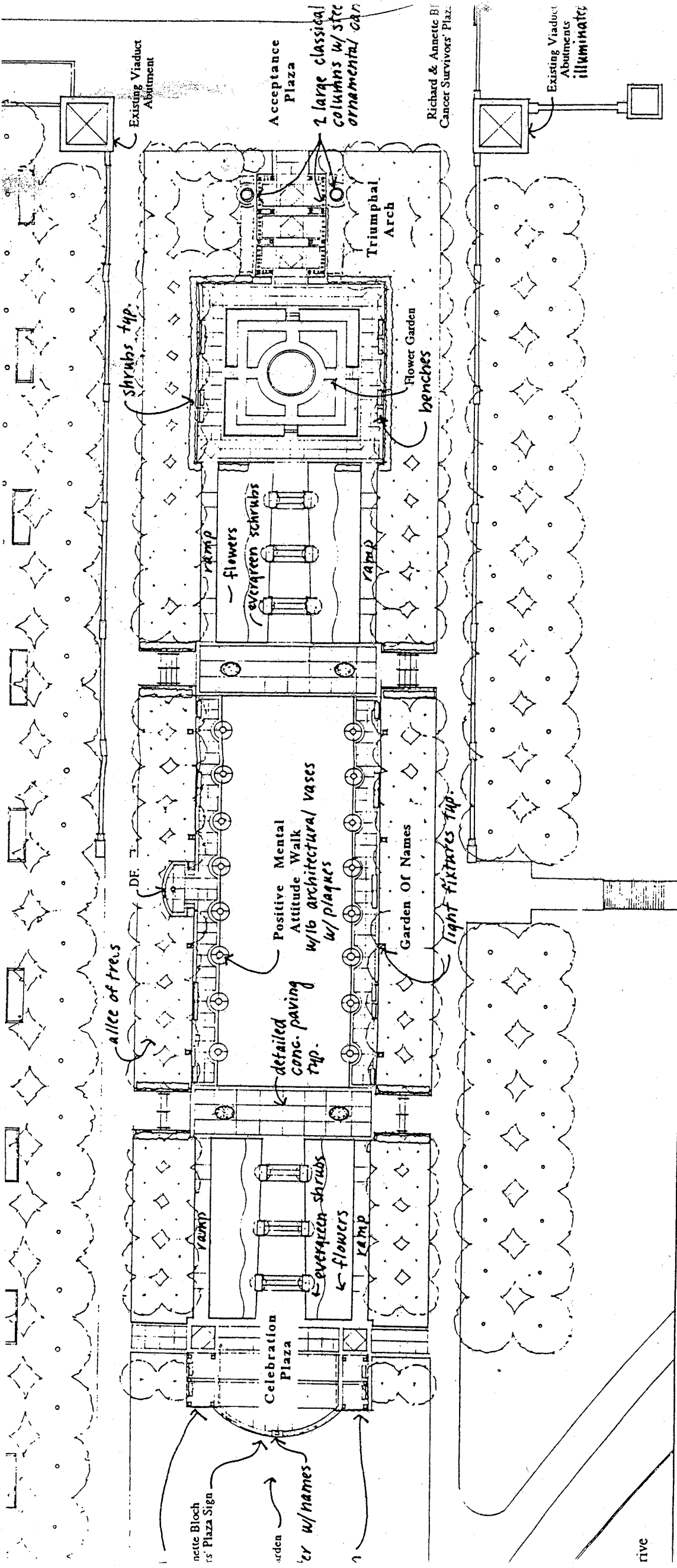
CANCER TREATMENT RESEARCH FOUNDATION

By: _____

Name: _____

Title: _____





Celebration Plaza
 The closest proximity to the Drive and highly visible, Celebration Plaza is framed by pavilions which frame the butterfly garden.

Garden Of Names
 A computer records and displays the names of all the people who have survived cancer for five years or more. An allee of trees representing life line the entire space.

Positive Mental Attitude Walk
 Features a central lawn surrounded by 16 architectural flower vases each with a plaque offering advice to cancer patients. The walk represents the levels of transformation and change an individual must face.

Triumphal Arch
 Located at the highest point of the park, the Triumphal Arch consists of two 45 ft. high large classical columns and a 30 ft. high x 35 ft. long metal canopy.

Acceptance Plaza
 The entryway to the Park inc two illuminated abutment towers which provides a symbol gathering place.