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0322418004

Eugene "Gene" Moore Fee: \$68.00
Cook County Recorder of Deeds
Date: 08/12/2003 10:23 AM Pg: 1 of 23

Prepared by and after
Recording Return To:

Kevin P. Breslin
Katz Randall Weinberg &
Richmond
333 W. Wacker Drive, Suite
1800
Chicago, IL 60606
KRWR File No. 09528.02700

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SEWER EASEMENT AGREEMENT
[Shared Sewer]

THIS SEWER EASEMENT AGREEMENT ("Agreement") is made as of the 10th day of July, 2003, by and between CHICAGO MANUFACTURING CAMPUS PROPERTY OWNERS' ASSOCIATION, as an Illinois not-for-profit corporation (hereinafter referred to as the "Association") and PVS CHEMICAL SOLUTIONS, INC., a Michigan corporation (hereinafter referred to as the "Grantee").

WITNESS:

WHEREAS, the Association is the owner of (i) an easement upon and under certain property, a legal description of which is set forth in Exhibit 1 attached hereto (the "Shared Easement Area"), and (ii) a sanitary sewer, lift stations and other appurtenances located within the Shared Easement Area and described in the attached Exhibit 2, as same may from time-to-time be repaired or replaced (collectively, the "Shared Facilities").

WHEREAS, Grantee is the owner of certain property, a legal description of which is attached hereto as Exhibit 3 ("PVS Property").

WHEREAS, Grantee is also the grantee of an exclusive easement over certain other property, a legal description of which is attached hereto as Exhibit 4 ("PVS Exclusive Easement").

WHEREAS, within the PVS Property and the PVS Exclusive Easement is a sanitary sewer and other appurtenances owned by Grantee ("PVS Sewer Line") which connect to a sanitary sewer lift station located at the westernmost portion of the Shared Easement Area ("Lift Station #1).

23

M.C. TITLE

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WHEREAS, the Association is desirous of granting to Grantee a non-exclusive easement to permit Grantee to discharge sanitary and waste water from the PVS Property, through the PVS Sewer Line and into the Shared Facilities, including a connection to Lift Station #1, subject to certain requirements herein set forth.

Therefore, the parties hereto agree as follows:

1. **Grant of Easement.** The Association hereby grants to Grantee a perpetual non-exclusive right, privilege and easement to discharge sanitary and waste water from the PVS Property, through the PVS Sewer Line into the Shared Facilities, and to connect the PVS Sewer Line into Lift Station #1, subject to the terms and conditions hereinafter set forth.

2. **Grantee Use.** With respect to its use of the Shared Facilities and the Shared Easement Area, Grantee shall at all times comply with: (i) the Discharge Authorization number 10182-2 bearing an effective date of April 1, 1997 issued to Grantee by the Metropolitan Water Reclamation District of Greater Chicago, or any agency or unit of government which may hereafter assume such functions (the "District"), or any future replacement permit or authorization issued by the District with respect to the sanitary and waste water discharges caused by or emanating from the PVS Property (all being collectively called the "PVS Permit"); and (ii) a dual volume limitation of not more than 450 gallons per minute and not more than 204,000 gallons per day for sanitary and waste water discharges emanating from the PVS Property, regardless of whether any future replacement PVS Permit shall allow or authorize a greater volume of discharge. Grantee shall at all times keep and maintain in full force and effect a PVS Permit and shall otherwise and at all times comply with all applicable laws, rules, regulations and orders governing the sanitary and waste water discharges emanating from the PVS Property.

3. **Repair and Maintenance.** The parties agree that: (i) the Association shall operate, maintain, repair and replace the Shared Facilities, and (ii) the Grantee shall operate, maintain, repair and replace the PVS Sewer Line.

4. **Costs.**

(A) Since the PVS Sewer Line serves only the PVS Property, the Grantee shall bear the entire cost to own, operate, maintain, repair and replace of the PVS Sewer Line, and such additional cost as may be incidental to the maintenance of the PVS Exclusive Easement, including but not limited to real estate taxes (if the PVS Exclusive Easement is separately assessed), insurance and surface maintenance.

(B) Beginning with the date on which the Shared Facilities commence operations ("Commencement Date"), through and including December 31, 2022, the parties have agreed upon an amount to be paid annually by the Grantee to the Association (the "Agreed Annual Amount") toward the cost to own, operate, maintain, repair and replace Shared Facilities. Beginning with the Commencement Date and ending on December 31, 2003, the Agreed Annual Amount shall be

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\$7,000.00. (A prorated share of the Agreed Annual Amount shall be paid for the period beginning on the Commencement Date and ending on December 31, 2002, and \$7,000 shall be paid for calendar year 2003; but if the Commencement Date occurs after January 1, 2003, then only a prorated share of the Agreed Annual Amount shall be paid for the period beginning on the Commencement Date and ending on December 31, 2003.)

For each calendar year after December 31, 2003, through and including calendar year 2022, the Agreed Annual Amount shall be equal to the product of \$7,000.00 multiplied by the Inflation Factor, where the "Inflation Factor" equals the sum of one plus the percentage change, if any, in the "PPI" during the period from January 1, 2002 through December 31 of the year immediately preceding the calendar year for which the Agreed Annual Amount is being calculated.

For purposes of this Agreement, the "PPI" shall be the U.S. Federal Bureau of Labor Statistics Producer Price Index – Seasonally Adjusted for All Finished Goods (1982 = 100), or the successor to that Index (or if there is no successor, some other nationally recognized index of comparable content).

(C) From and after January 1, 2023, Grantee shall pay, within 10 days after written request therefor, an amount equal to the "Fixed Percentage" multiplied by the total costs incurred by the Association for the ownership, operation, maintenance, repair and replacement of the Shared Facilities, and such additional cost as may be incidental to the ownership and maintenance of the Shared Easement Area, including but not limited to real estate taxes (if the Shared Easement Area is separately assessed), insurance and surface maintenance (all of the foregoing being herein collectively called the "Costs"). For purposes of this Agreement, the "Fixed Percentage" shall equal the percentage determined by dividing the volume of sanitary and waste water discharges emanating from the PVS Property by the total volume of all sanitary and waste water discharges received by the Shared Facilities. During or about calendar year 2022, the Grantee and the Association shall retain an independent licensed professional engineer to make a fair and reasonable calculation of the Fixed Percentage using the foregoing formula, and otherwise based on such measurements and scientific methodologies as the selected engineer shall deem reasonably accurate. The engineer may take into account and make adjustments for vacant or underutilized properties which connect to the Shared Facilities when calculating the Fixed Percentage. The Grantee's share of the fees and costs of the selected engineer shall be the Fixed Percentage thereof, while the Association shall pay the balance of such fees and costs.

(D) The Association may elect, by written notice to Grantee, to reasonably estimate the annual amount of the Costs (which may be adjusted during the course of any year), and to collect the Grantee's share of such estimated amount in monthly installments to be paid by Grantee on the first day of each calendar month. If the estimated payments made by Grantee shall be less than the actual annual Costs incurred, then the Grantee shall pay the difference within 10 days after written request therefor from the Association. If the estimated payments made by Grantee shall be more than the actual annual Costs incurred, then the Association shall apply such excess to subsequent estimated payments of Costs as they shall next come due from Grantee.

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(E) If the Grantee shall fail to make any payment herein required to be made, and such failure shall continue for more than 15 days after written demand therefor, then the unpaid amount shall bear interest payable to the Association from the date such payment was first due at a rate per annum equal to the prime rate of interest as published from time to time in the Wall Street Journal plus two (2%) percent; and the Association may, at its option, bring an action at law against the Grantee personally, or may exercise any other rights or remedies the Association may have at law or in equity, and the interest, together with all actual out-of-pocket costs and expenses (including reasonable attorneys fees) incurred by the Association in connection with any such action, shall be added to the amount due and to any judgment or decree therefor. Grantee may not waive or otherwise avoid liability for any amount due hereunder by non-use or abandonment of the PVS Property.

5. **Reservations by Association.** The Association, and the owner(s) from time-to-time of the Shared Easement Area, shall have the right: (a) to locate other utilities in the Shared Easement Area; (b) to use the surface area of the Shared Easement Area for any purpose whatsoever, other than construction of a building on the Shared Easement Area, so long as such use does not materially interfere with the operation, maintenance or repair of the Shared Facilities (the use of the surface area for vehicular parking, vehicular and pedestrian traffic and for landscaping shall be deemed not to materially interfere with the operation, maintenance or repair of the Shared Facilities); and (c) to relocate, at its expense, the Shared Facilities from time to time, so long as the new easement provides substantially the same use and benefits to Grantee as the easement being replaced. If the Shared Facilities are relocated by the Association, then the Association shall grant to Grantee a new easement substituting the new easement area to which the Shared Facilities are relocated for the prior Shared Easement Area, and Grantee will release the existing easement.

6. **Insurance and Indemnity.** Subject to Paragraph 4 (which controls with respect to Grantee's liability for the cost of owning, operating, maintaining, repairing and replacing the Shared Facilities), Grantee shall indemnify Association, and the owner(s) from time-to-time of the Shared Easement Area, each of their respective agents, affiliates, employees, officers, directors, invitees, lessees, and all their respective successors and assigns, harmless from and against any and all loss, liability, damages, claims or causes of action arising out of related to (i) Grantee's use of the Shared Facilities; and (ii) entry upon Shared Easement Area, the Shared Facilities or any other Association property by Grantee, its employees or agents. Grantee shall maintain and cause its contractors to maintain commercial general liability insurance in an amount no less than \$5,000,000.00, naming the Association, and the owner(s) from time-to-time of the Shared Easement Area, as additional insured parties thereunder.

7. **Binding on Successors.** This Agreement shall run with the land and be binding upon the parties hereto and their respective successors and assigns.

8. **Severability.** If any clause, phrase, sentence, condition or other portion of this Agreement shall be or become invalid, null or void for any reason or shall be held by any court of

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competent jurisdiction to be so, the remaining portion of the Agreement shall not be affected thereby and such remaining portions shall remain in full force and effect.

9. **Notices.** Any notice required or desired to be given under this Agreement shall be in writing and shall be deemed to have been properly served when personally delivered or upon deposit in the United States Mail, postage prepaid and properly addressed, to the parties at the following addresses (or to such other addresses or parties as may directed, by written notice in accordance herewith):

Association: Chicago Manufacturing Campus Property Owners' Association
c/o CenterPoint Realty Services Corporation
1808 Swift Drive
Oak Brook, Illinois 60523

Grantee: PVS Chemical Solutions, Inc.
ATTN: Plant Manager
12260 S. Carondelet Avenue
Chicago, Illinois 60633

10. **Governing Law.** This Agreement shall be interpreted, applied and enforced in accordance with the laws of the State of Illinois.

11. **Captions.** The captions contained in this Agreement are for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions thereof.

12. **Grammatical Changes.** Wherever appropriate in this Agreement, the singular shall include the plural and the plural the singular.

13. **Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Shared Facilities or Shared Easement Area to the general public or for any public purposes whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

14. **Third Party Beneficiary Rights.** This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise specifically provided herein.

15. **Amendments.** This Agreement may be amended only by a written instrument signed by all of the owners of the PVS Property and Shared Easement Area and duly recorded against the Shared Easement Area.

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16. **Severance from the System.** The Grantee may elect to cease to connect to the Shared Facilities and thereby no longer discharge any sanitary or waste water from the PVS Property into the Shared Facilities ("Severance"). To effect the Severance, the Grantee must comply with all of the requirements hereinafter set forth in this paragraph 16, all of which shall be conditions precedent.

The Grantee shall notify the Association in writing, by certified letter, of its decision to that effect and the date upon which the Severance shall be made. The notice must be received by the Association not less than 60 days prior to the effective date of the Severance.

On or before the effective date of the Severance, at its sole cost the Grantee must remove all connections between the PVS Sewer Line and Lift Station #1, and each and every other then existing point of connection for sanitary and waste water discharges from the PVS Property into the Shared Facilities. All such work shall be performed pursuant to valid municipal and other governmental permits and legal requirements, and any damage to the Shared Facilities, or adjacent land or improvements, which may be caused by such works shall be immediately repaired by Grantee at its sole cost. All openings and points of connection being severed shall be closed and sealed in accordance with the Association's reasonable requirements and all other legal requirements.

The Grantee shall pay in full all sums due from Grantee in accordance with paragraph 4 hereof, accrued through the date of Severance. Further, prior to the Severance, the Grantee shall execute and deliver to the Association a recordable declaration (in such form as is reasonably satisfactory to the Association) releasing this Agreement and the easements herein granted, and otherwise relinquishing all of Grantee's right, title and interest in and to the Shared Facilities or the use thereof.

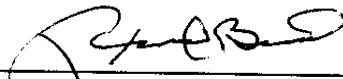
Once made in accordance herewith, the Grantee's election to be severed from the Shared Facilities shall be permanent. Provided the Grantee has complied with all of the foregoing requirements for Severance, Grantee shall have no liability for Costs which accrue from and after the effective date of the Severance.


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

ASSOCIATION:


**CHICAGO MANUFACTURING CAMPUS
PROPERTY OWNERS' ASSOCIATION**, an
Illinois not-for-profit corporation

By: 
Name: J. Michael Bonet
Title: Vice President / Regional Manager

By: 
Name: Michael Tortorici
Title: Secretary / Treasurer

GRANTEE:

PVS CHEMICAL SOLUTIONS, INC., a Michigan
corporation

By: 
Name: Jonathan S. Taub
Title: Secretary

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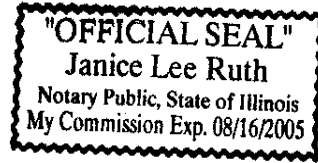
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Janice Lee Ruth, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that J. Michael Bonet and Michael Tortorici, personally known to me to be the Vice President/Regional Manager and Secretary/Treasurer, of Chicago Manufacturing Campus Property Owners' Association, whose names are subscribed to the within instrument, appeared before me this day in person and acknowledged that as such officers signed and delivered the said instrument as a free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 10 day of July, 2003.

Janice Lee Ruth
Notary Public

My Commission Expires:



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STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

I, Debra J. Theodore, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Jonathan S. Taub personally known to me to be the Secretary of PVS Chemical Solutions, Inc., whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that as such officer signed and delivered the said instrument as a free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 10 day of July, 2003.

Debra J. Theodore
Notary Public

My Commission Expires:

9/4/05

DEBRA J. THEODORE
Notary Public, Macomb County, Michigan
Acting in Wayne County
My Commission Expires September 4, 2005

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EXHIBIT 1

LEGAL DESCRIPTION OF SHARED EASEMENT AREA

[See next 5 pages for description]

Common Address: Located along the North line of proposed Lot 4 in Chicago Manufacturing Campus Subdivision West of 126th and vacated Brandon Avenue, Chicago, Illinois.

P.I.N. 26-30-200-012
26-30-500-006
26-30-201-007
26-30-201-009

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THE FOLLOWING DESCRIBED REAL ESTATE, AS SHOWN ON EXHIBIT "A", PREPARED ON NOVEMBER 18, 2002 BY SPACECO INC. UNDER FILENAME 68LOT7-8-9SANEXH-A, AND ATTACHED HERETO, SAID EASEMENT BEING A 15 FOOT STRIP OF LAND IN THAT PART OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHWEST CORNER OF SAID FRACTIONAL QUARTER; THENCE NORTH 89 DEGREES 56 MINUTES 26 SECONDS EAST ALONG AN ASSUMED BEARING, BEING THE SOUTH LINE OF SAID FRACTIONAL QUARTER 832.00 FEET TO THE WEST LINE OF THE RIGHT OF WAY OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY PER DOCUMENT 2907147 SAID LINE ALSO BEING THE EAST LINE OF THE WEST 832 FEET OF SAID FRACTIONAL QUARTER; THENCE NORTH 00 DEGREES 38 MINUTES 08 SECONDS WEST ALONG LAST DESCRIBED LINE 693.81 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 57 SECONDS EAST, 135.35 FEET TO A POINT HEREINAFTER REFERRED TO AS "POINT A"; THENCE SOUTH 00 DEGREES 17 MINUTES 50 SECONDS WEST, 80.42 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 17 MINUTES 50 SECONDS EAST, 336.21 FEET; THENCE NORTH 06 DEGREES 53 MINUTES 49 SECONDS EAST, 260.50 FEET TO A LINE BEING 7.50 FEET SOUTHEASTERLY OF (AS MEASURED AT RIGHT ANGLES) TO THE WEST LINE OF VACATED BRANDON AVENUE PER DOCUMENT 6351917; THENCE NORTH 16 DEGREES 35 MINUTES 20 SECONDS EAST, ALONG THE LAST DESCRIBED LINE, 403.72 FEET; THENCE NORTH 53 DEGREES 15 MINUTES 48 SECONDS EAST, 31.96 FEET TO A LINE BEING 22.50 FEET SOUTH OF A LINE BEING 883 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID FRACTIONAL QUARTER; THENCE SOUTH 89 DEGREES 58 MINUTES 03 SECONDS EAST, ALONG THE LAST DESCRIBED LINE, 35.31 FEET TO A POINT HEREINAFTER REFERRED TO AS "POINT B"; THENCE CONTINUING SOUTH 89 DEGREES 58 MINUTES 03 SECONDS EAST, ALONG THE LAST DESCRIBED LINE, 941.73 FEET; THENCE SOUTH 42 DEGREES 49 MINUTES 20 SECONDS EAST 24.17 FEET; THENCE SOUTH 04 DEGREES 20 MINUTES 19 SECONDS WEST, 711.37 FEET; THENCE SOUTH 35 DEGREES 41 MINUTES 05 SECONDS EAST, 66.65 FEET TO A POINT HEREINAFTER REFERRED TO AS "POINT C" AND FOR THE POINT OF TERMINUS (THE SIDE LINES OF SAID EASEMENT ARE PROLONGED OR SHORTENED TO TERMINATE ON THE NORTH LINE OF THE FOLLOWING EASEMENT AREA), TOGETHER WITH THAT PART OF SAID NORTHEAST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, FOR EASEMENT PURPOSES HEREIN DESCRIBED, BEING BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE AFORESAID "POINT C"; THENCE SOUTH 85 DEGREES 39 MINUTES 41 SECONDS EAST, 35.21 FEET; THENCE SOUTH 04 DEGREES 20 MINUTES 19 SECONDS WEST, 32.00 FEET; THENCE NORTH 85 DEGREES 39 MINUTES 41 SECONDS WEST, 45.00 FEET; NORTH 04 DEGREES 20 MINUTES 19 SECONDS EAST, 32.00 FEET; THENCE SOUTH 85 DEGREES 39 MINUTES 41 SECONDS EAST, 9.79 FEET TO THE POINT OF BEGINNING; ALSO TOGETHER WITH A 15 FOOT STRIP OF LAND FOR EASEMENT PURPOSES HEREIN DESCRIBED, IN THAT PART OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE AFORESAID "POINT A"; THENCE SOUTH 86 DEGREES 40 MINUTES 01 SECONDS EAST, 42.96 FEET TO A POINT OF TERMINUS; ALSO TOGETHER WITH A 15 FOOT STRIP OF LAND FOR EASEMENT PURPOSES HEREIN DESCRIBED, IN THAT PART OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING 7.50

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FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE AFORESAID "POINT B"; THENCE NORTH 15 DEGREES 38 MINUTES 09 SECONDS EAST, 23.36 FEET TO A POINT OF TERMINUS ON THE AFOREMENTIONED LINE BEING 883 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID FRACTIONAL QUARTER, ALL IN COOK COUNTY, ILLINOIS.

PREPARED BY: SPACECO, INC.
DATED: NOVEMBER 20, 2002

Property of Cook County Clerk's Office

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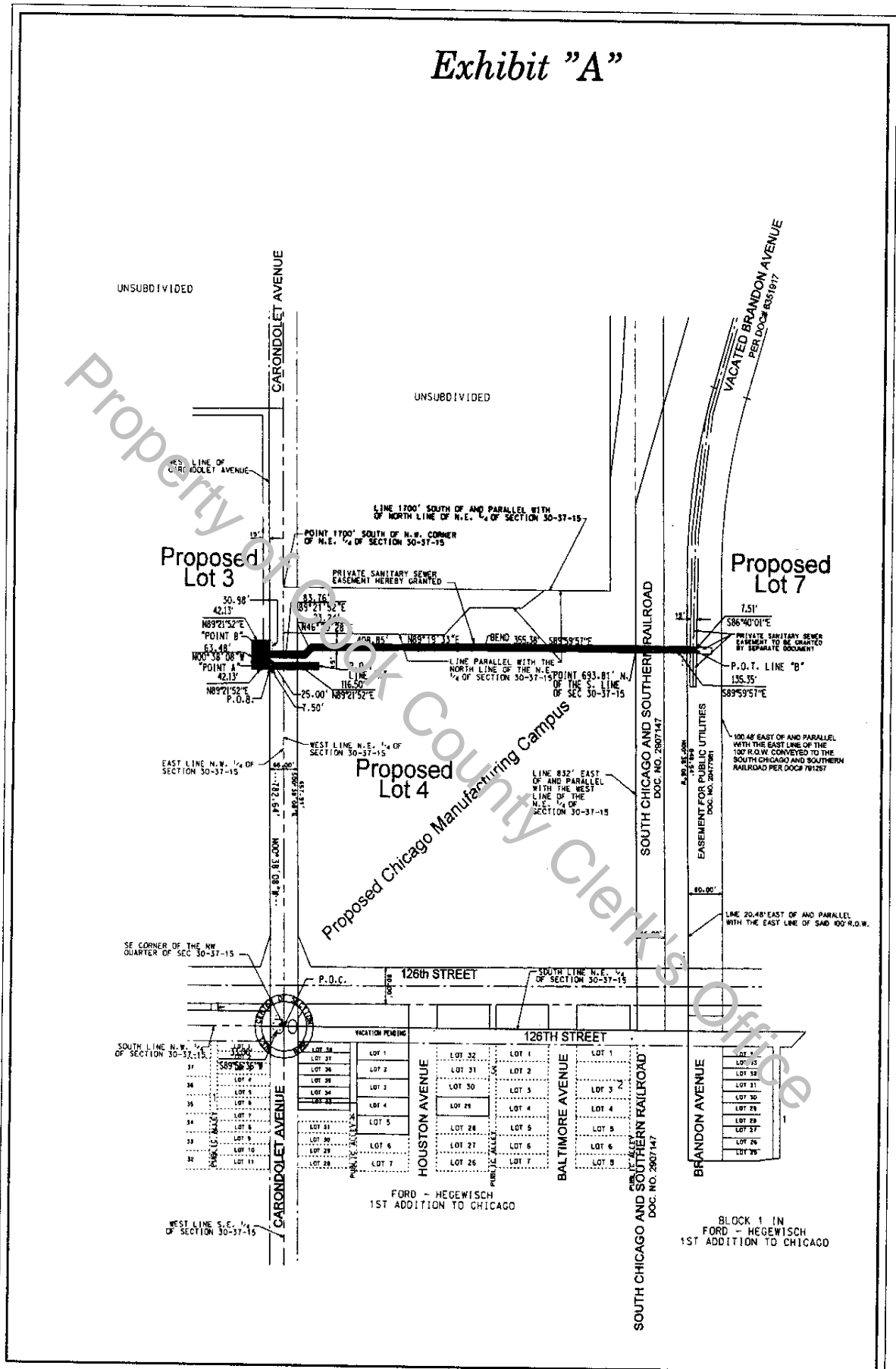
THE FOLLOWING DESCRIBED REAL ESTATE, AS SHOWN ON EXHIBIT "A", PREPARED ON NOVEMBER 18, 2002 BY SPACECO INC. UNDER FILENAME 68LOT3-4-7SANEXH-A, AND ATTACHED HERETO, SAID EASEMENT BEING THAT PART OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

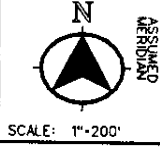

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF SECTION 30; THENCE SOUTH 89 DEGREES 55 MINUTES 36 SECONDS WEST, ALONG AN ASSUMED BEARING, BEING THE SOUTH LINE OF SAID NORTHWEST QUARTER, 33.00 FEET TO THE WEST RIGHT OF WAY LINE OF CARONDOLET AVENUE EXTENDED SOUTHERLY; THENCE NORTH 00 DEGREES 38 MINUTES 08 SECONDS WEST ALONG SAID WEST LINE, 782.64 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 38 MINUTES 08 SECONDS WEST ALONG SAID WEST LINE, 7.50 FEET TO A POINT HEREINAFTER REFERRED TO AS "POINT A"; THENCE CONTINUING NORTH 00 DEGREES 38 MINUTES 08 SECONDS WEST ALONG SAID WEST LINE, 25.00 FEET TO A POINT HEREINAFTER REFERRED TO AS "POINT B"; THENCE CONTINUING NORTH 00 DEGREES 38 MINUTES 08 SECONDS WEST ALONG SAID WEST LINE, 30.98; THENCE SOUTH 89 DEGREES 21 MINUTES 52 SECONDS WEST, 42.13 FEET; THENCE SOUTH 00 DEGREES 38 MINUTES 08 SECONDS EAST, 63.48 FEET; THENCE NORTH 89 DEGREES 21 MINUTES 52 SECONDS EAST, 42.13 FEET TO THE POINT OF BEGINNING; TOGETHER WITH A 15 FOOT STRIP OF LAND FOR EASEMENT PURPOSES HEREIN DESCRIBED, IN THAT PART OF THE NORTH 1/2 OF SAID SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT AFORESAID POINT "A" ON THE WEST RIGHT OF WAY LINE OF CARONDOLET AVENUE; THENCE NORTH 89 DEGREES 21 MINUTES 52 SECONDS EAST, 116.50 FEET; TO THE POINT OF TERMINUS; ALSO TOGETHER WITH A 15 FOOT STRIP OF LAND FOR EASEMENT PURPOSES HEREIN DESCRIBED, IN THAT PART OF THE NORTH 1/2 OF SAID SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT AFORESAID POINT "B" ON THE WEST RIGHT OF WAY LINE OF CARONDOLET AVENUE; THENCE NORTH 89 DEGREES 21 MINUTES 52 SECONDS EAST, 83.76 FEET; THENCE NORTH 46 DEGREES 20 MINUTES 28 SECONDS EAST, 23.24 FEET; THENCE NORTH 89 DEGREES 19 MINUTES 33 SECONDS EAST, 408.85 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 57 SECONDS EAST, 355.38 FEET TO A POINT BEING 693.81 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 30 AS MEASURED ALONG THE WEST LINE OF THE RIGHT OF WAY OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY PER DOCUMENT 2907147, SAID LINE ALSO BEING THE EAST LINE OF THE WEST 832 FEET OF THE FRACTIONAL NORTHEAST QUARTER OF SAID SECTION 30; THENCE CONTINUING SOUTH 89 DEGREES 59 MINUTES 57 SECONDS EAST, 135.35 FEET; THENCE SOUTH 86 DEGREES 40 MINUTES 01 SECONDS EAST, 7.51 FEET TO THE POINT OF TERMINUS, ALL IN COOK COUNTY, ILLINOIS.

PREPARED BY: SPACECO, INC.
 DATED: NOVEMBER 20, 2002

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Exhibit "A"



REVISIONS: _____ _____ _____ _____ _____			CONSULTING ENGINEERS SITE DEVELOPMENT ENGINEERS LAND SURVEYORS	DATE: 11/18/02 JOB NO: 3068 FILENAME: 68LOT3-4-7SANEXH-A
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9575 W. Higgins Road, Suite 700,
 Rosemont, Illinois 60018
 Phone: (847) 696-4060 Fax: (847) 696-4065

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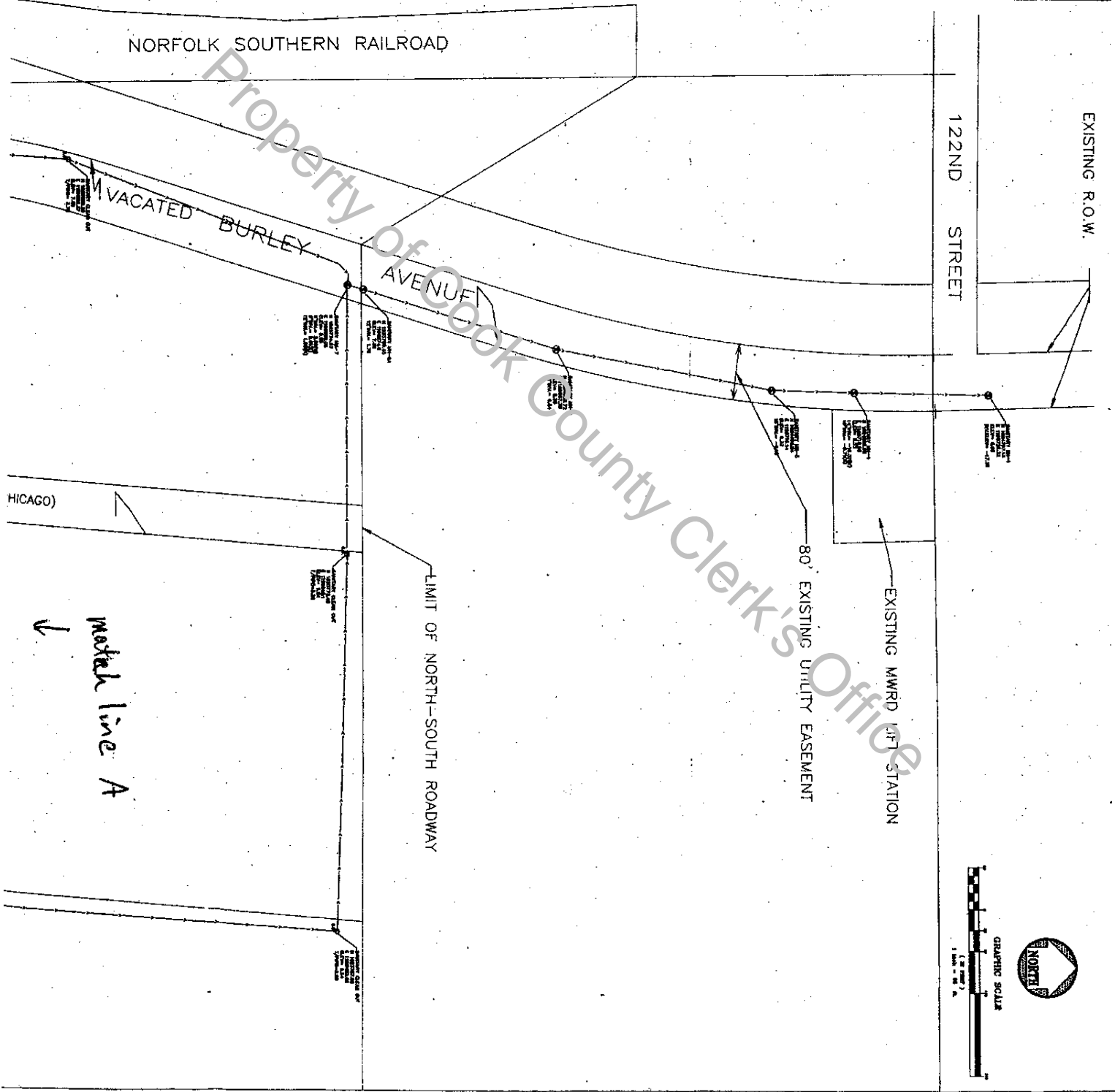
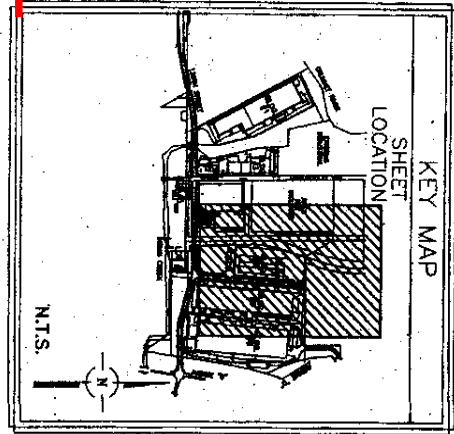
EXHIBIT 2

DESCRIPTION OF SHARED FACILITIES

[See next 3 pages for description]

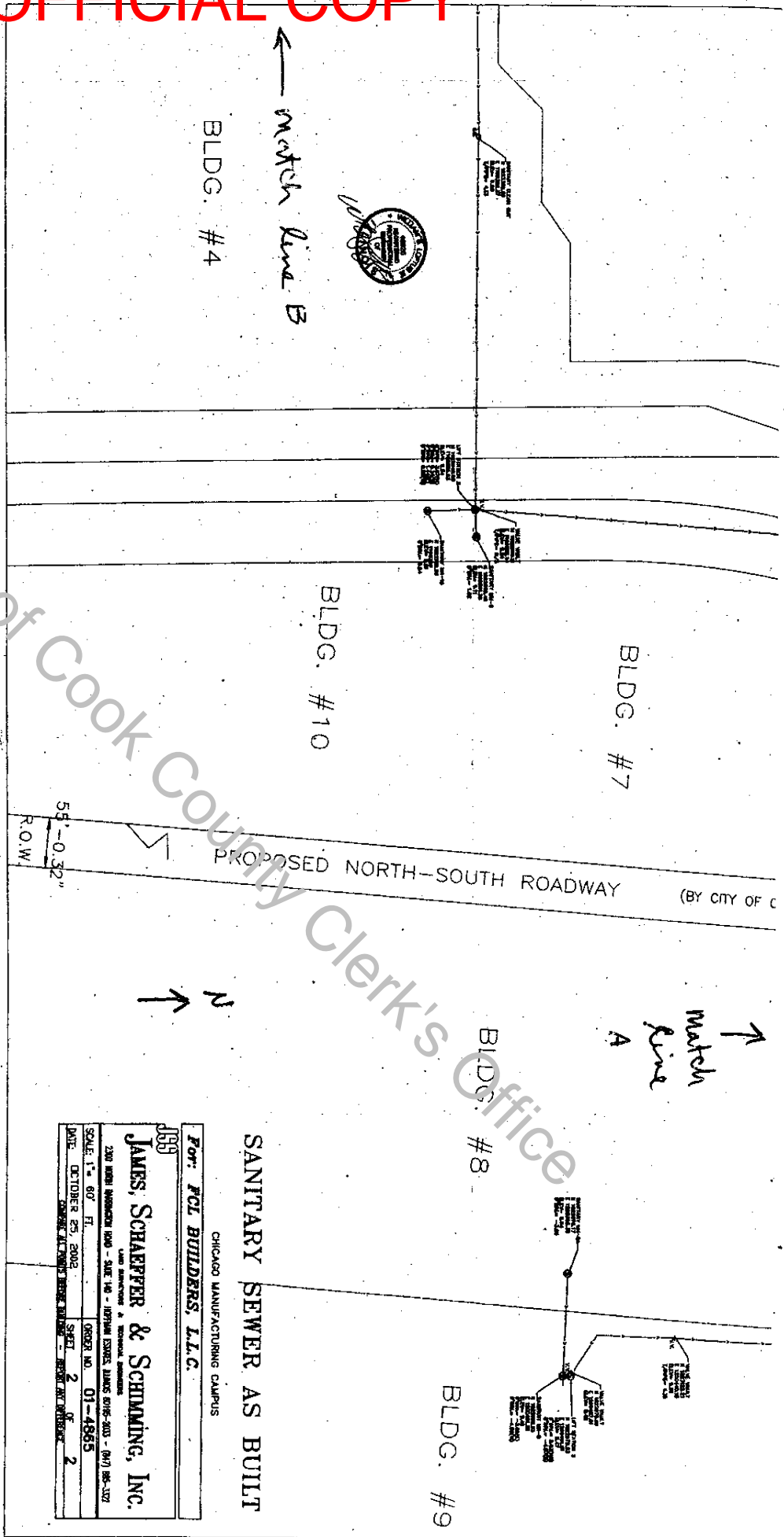
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SANITARY SEWER AS BUILT

CHICAGO MANUFACTURING CAMPUS

For: PCL BUILDERS, L.L.C.

JCS

JAMES, SCHAEFFER & SCHMIDT, INC.

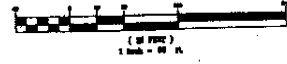
2300 NORTH AMSTERDAM ROAD - SUITE 140 - JEFFERSON PARK, ILLINOIS 60631 - (708) 865-1372

DATE	DECEMBER 25, 2002	SHEET	2	OF	2
SCALE	1" = 60' FT.	ORDER NO.	01-4565		
DRAWN BY: [Name] CHECKED BY: [Name] DATE: [Date]					

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GRAPHIC SCALE



CARONDOLET AVENUE

EXISTING
PVS CHEMICAL SOLUTIONS
SITE

Property of Cook County Clerk's Office

BLDG. #1

INDIAN CREEK

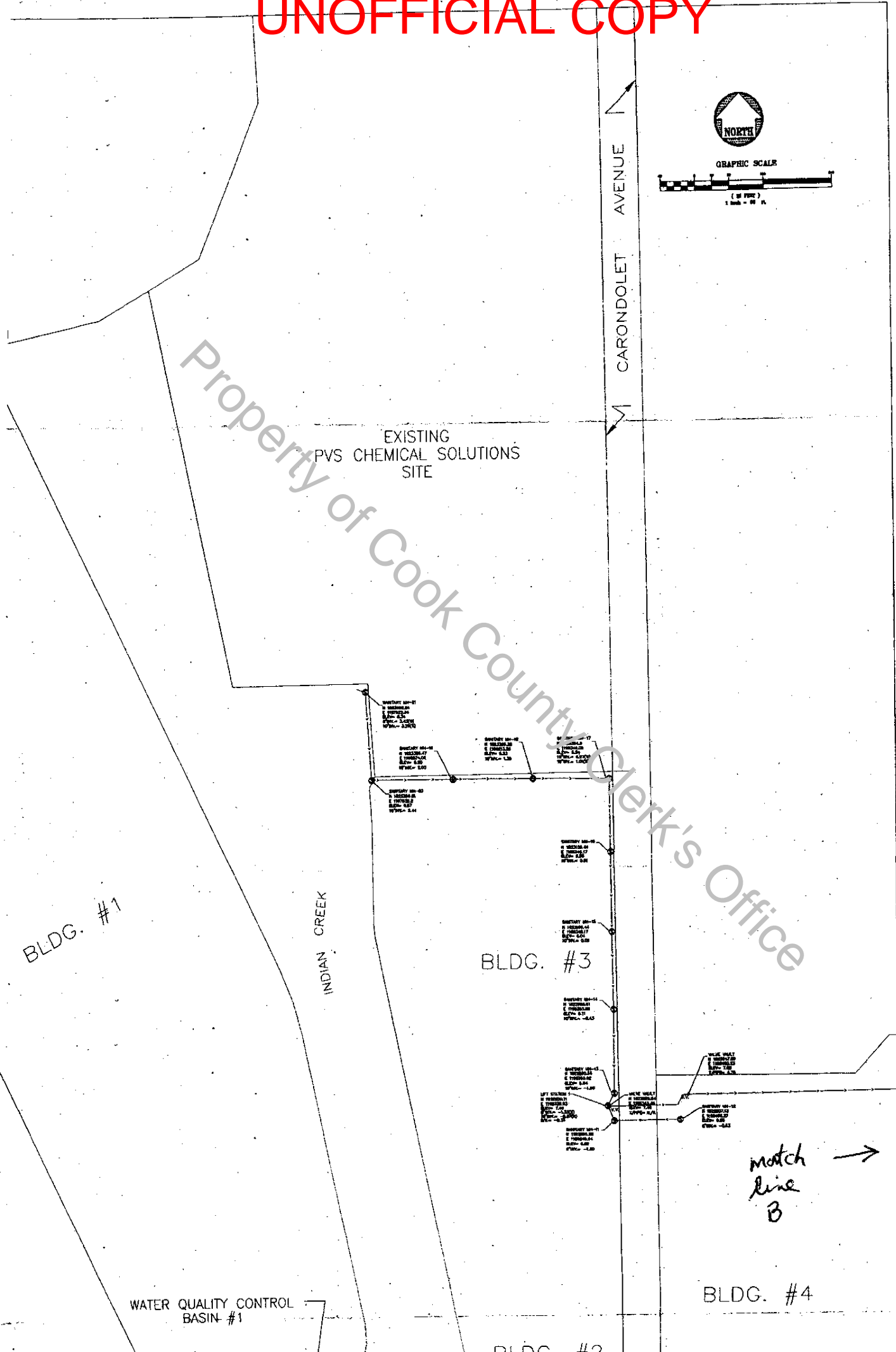
BLDG. #3

match
line
B →

BLDG. #4

WATER QUALITY CONTROL
BASIN #1

BLDG. #2



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EXHIBIT 3

LEGAL DESCRIPTION OF PVS PROPERTY

THAT PART OF THE N.W. 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID N.W. 1/4; THENCE N. 89 DEGREES 43 MINUTES 15 SECONDS W. ALONG THE NORTH LINE OF SAID N.W. 1/4, A DISTANCE OF 640.43 FEET TO THE EASTERLY LINE OF THE U.S. CHANNEL LINE OF THE CALUMET RIVER AS ESTABLISHED BY DOC. NO. 13058493; THENCE S. 02 DEGREES 34 MINUTES 42 SECONDS E. ALONG SAID CHANNEL LINE, A DISTANCE OF 228.13 FEET, TO A BEND IN SAID CHANNEL LINE; THENCE S. 23 DEGREES 39 MINUTES 24 SECONDS W. ALONG SAID CHANNEL LINE; A DISTANCE OF 271.55 FEET TO A BEND IN SAID CHANNEL LINE; THENCE S. 61 DEGREES 42 MINUTES 36 SECONDS W. ALONG SAID CHANNEL LINE, A DISTANCE OF 101.49 FEET; THENCE S. 11 DEGREES 56 MINUTES 58 SECONDS E., A DISTANCE OF 655.14 FEET; THENCE N. 90 DEGREES E., A DISTANCE OF 238.0 FEET; THENCE S. 03 DEGREES 32 MINUTES 30 SECONDS E., A DISTANCE OF 150.42 FEET; THENCE N. 90 DEGREES E., A DISTANCE OF 447.76 FEET TO THE EAST LINE OF SAID N.W. 1/4; THENCE N. 0 DEGREES 05 MINUTES 45 SECONDS W. ALONG SAID EAST LINE, A DISTANCE OF 1312.70 FEET TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM THE EAST 33.00 FEET THEREOF TAKEN FOR PUBLIC STREET AS PER DOC. NOS. 2559612 AND 2559613)

TOGETHER WITH

THE SOUTH 200 FEET OF THE S.W. 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF THE U.S. CHANNEL LINE OF THE CALUMET RIVER AS ESTABLISHED BY DOC. NO. 13058493 (EXCEPTING THEREFROM THAT PART THEREOF TAKEN FOR PUBLIC STREET AS PER DOC. NO. 2559611)

TOGETHER WITH

THE SOUTH 200.0 FEET OF THE WEST 33.0 FEET OF THE S.E. 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THAT PART THEREOF TAKEN FOR PUBLIC STREET AS PER DOC. NO. 2559611), ALL IN COOK COUNTY, ILLINOIS.

PIN: 26-30-100-040
26-19-301-003
26-19-401-002

Address: 12260 S. Carondolet Avenue, Chicago, Illinois

UNOFFICIAL COPY

EXHIBIT 4

LEGAL DESCRIPTION OF PVS EXCLUSIVE EASEMENT

[See next 2 pages for description]

Common Address: Northeast corner of proposed Lot 3 in Chicago Manufacturing Campus Subdivision located North of 126th and West of Carondolet Avenue, Chicago, Illinois

P.I.N. 26-30-100-039

Property of Cook County Clerk's Office

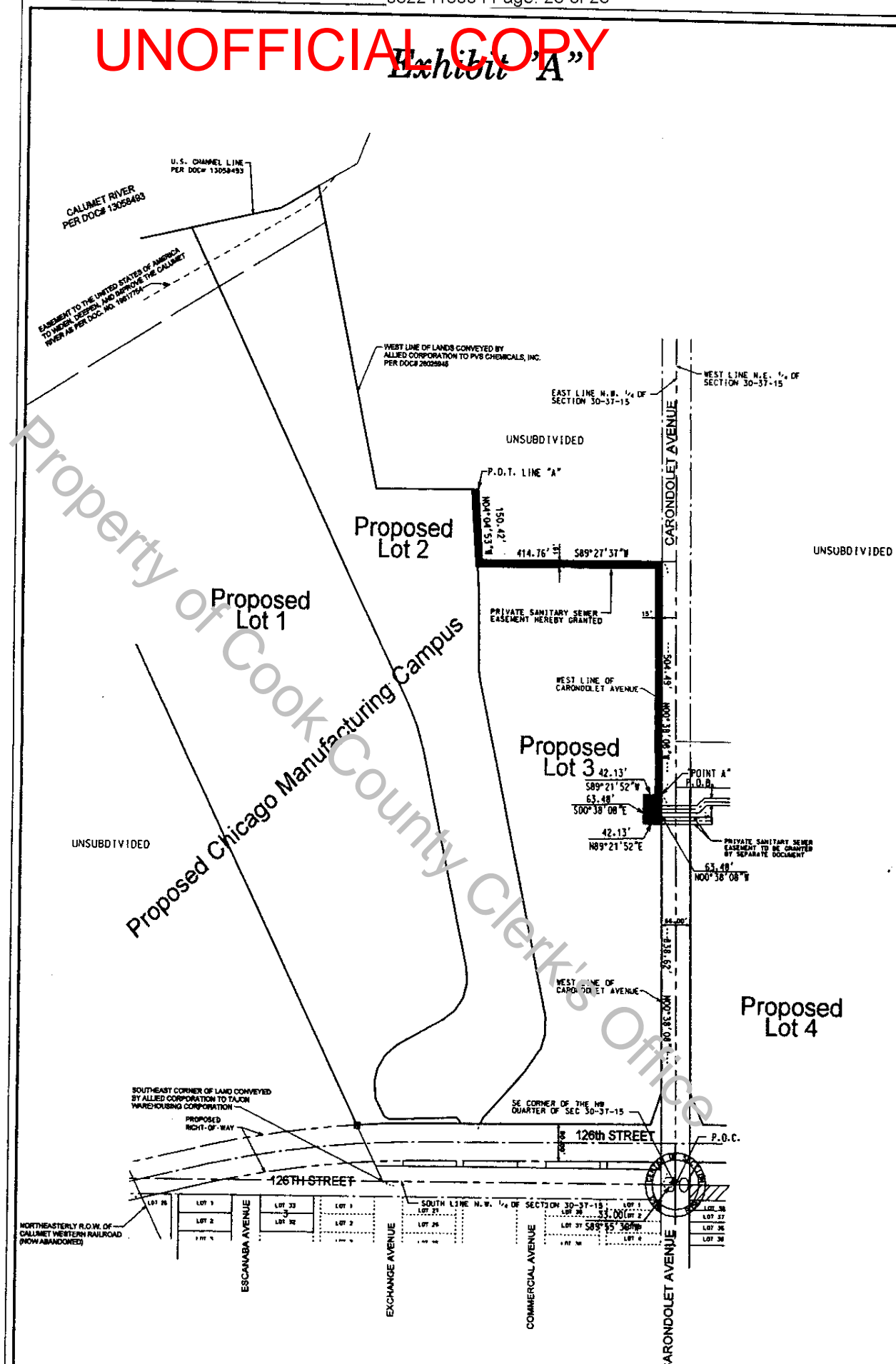
UNOFFICIAL COPY

THE FOLLOWING DESCRIBED REAL ESTATE, AS SHOWN ON EXHIBIT "A", PREPARED ON NOVEMBER 18, 2002 BY SPACECO INC. UNDER FILENAME 68LOT2-3SANEXH-A, AND ATTACHED HERETO, SAID EASEMENT BEING THAT PART OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF SAID SECTION 30; THENCE SOUTH 89 DEGREES 55 MINUTES 36 SECONDS WEST, ALONG AN ASSUMED BEARING, BEING THE SOUTH LINE OF SAID NORTHWEST QUARTER, 33.00 FEET TO THE WEST RIGHT OF WAY LINE OF CARONDOLET AVENUE EXTENDED SOUTHERLY; THENCE NORTH 00 DEGREES 38 MINUTES 08 SECONDS WEST ALONG SAID WEST LINE, 838.62 FEET TO A POINT HEREINAFTER REFERRED TO AS "POINT A" FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 21 MINUTES 52 SECONDS WEST, 42.13 FEET; THENCE SOUTH 00 DEGREES 38 MINUTES 08 SECONDS EAST, 63.48 FEET; THENCE NORTH 89 DEGREES 21 MINUTES 52 SECONDS EAST, 42.13 FEET TO SAID WEST RIGHT OF WAY LINE OF CARONDOLET AVENUE; THENCE NORTH 00 DEGREES 38 MINUTES 08 SECONDS WEST ALONG SAID WEST LINE, 63.48 FEET TO THE POINT OF BEGINNING, TOGETHER WITH A 15 FOOT STRIP OF LAND FOR EASEMENT PURPOSES HEREIN DESCRIBED, IN THAT PART OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING 15.00 FEET LEFT OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT AFORESAID POINT "A" ON SAID WEST RIGHT OF WAY LINE OF CARONDOLET AVENUE; THENCE NORTH 00 DEGREES 38 MINUTES 08 SECONDS WEST ALONG SAID WEST LINE 504.49 FEET; THENCE SOUTH 89 DEGREES 27 MINUTES 37 SECONDS WEST, 414.76 FEET; THENCE NORTH 04 DEGREES 04 MINUTES 53 SECONDS WEST, 150.42 FEET; TO THE POINT OF TERMINUS, ALL IN COOK COUNTY, ILLINOIS.

PREPARED BY: SPACECO INC
DATED: NOVEMBER 20,2002

UNOFFICIAL COPY

Exhibit 'A'




REVISIONS:



SCALE: 1"=200'

ASSUMED
MERIDIAN



SPACECO INC.

CONSULTING ENGINEERS SITE DEVELOPMENT ENGINEERS LAND SURVEYORS	DATE: 11/18/02
9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018 Phone: (847) 696-4060 Fax: (847) 696-4065	JOB NO: 3068
	FILENAME: 68LOT2-3-SANEXH-A