

# UNOFFICIAL COPY

SCHEDULE L-

Sewer Permit No.

**04-258**  
04-0258

## OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY NOTICE OF REQUIREMENTS FOR STORM WATER DETENTION

Name of Project: Waveland Avenue Asphalt Plant personally, but solely  
 HTB 1358, & 1364 ~~1363~~ <sup>HTB 1363</sup> Plote Investments, L.P. is U/T/A No. HTB 1358/ & 1364  
 A. NOTICE IS HEREBY GIVEN that the undersigned is (select one) ~~(the owner and record title holder)~~, (a principal beneficiary of Land Trust  
 No. \_\_\_\_\_, held by Harris Trust & Savings Bank not as Trustee, ~~(an Officer~~ <sup>TRUSTEE AND</sup>  
 and that the undersigned is \_\_\_\_\_ (Name of Trust Holder) (Official capacity)  
 of \_\_\_\_\_ Corporation, (Name of Corporation), (a General Partner of Plote Investments, L.P. partnership), which  
 \_\_\_\_\_ (Name of Partnership)

is the record title holder of the property or properties shown on the attached plat of survey and legally described on the attached sheet(s) and having a total area of 14.5 acres; said plat of survey and legal description being attached hereto as Exhibit "A" and specifically incorporated by reference herein; said property being now divided or will be divided into two or more lots or parcels to be sold to, occupied by, or developed and built up for the benefit or use of more than one owner or user, and said property being more than five (5) acres, is subject to the rules and regulations of the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) governing storm water detention requirements.

B. NOTICE IS FURTHER GIVEN that a sewerage system permit (covering the project indicated and designated by the number shown above) has been granted by the MWRDGC with respect to the real estate described in Exhibit "A", for the construction of a sanitary sewer lateral or system as shown on the permit and accompanying documents on file with the MWRDGC, and that said lots or parcels comprising the property described in Exhibit "A" are, by design, immediately or ultimately serviceable by the sanitary sewer lateral or system contemplated under said permit, either by the construction of building sanitary service sewers connecting directly to the lateral or system contemplated, or by the construction of an extension to the lateral or system contemplated and subsequent construction of building sanitary service sewers connecting to said extension.

~~\*C. NOTICE IS FURTHER GIVEN that the construction contemplated under the permit on file with the MWRDGC does not include the construction of building sanitary service sewers and no buildings are contemplated for construction at this time, and that the construction contemplated either does not include the construction of any storm water detention facilities, or does include the construction of storm water detention facilities which are not adequate to satisfy the MWRDGC rules, regulations and criteria relative to the storm water detention facilities required with respect to the property described in Exhibit "A".~~

\*D. NOTICE IS FURTHER GIVEN that the construction contemplated under the permit on file with the MWRDGC, in addition to the construction of a sanitary sewer lateral or system, includes the construction of one or more building sanitary service sewers, to serve one or more buildings contemplated or planned for construction at the present time on certain lot(s) or parcel(s) having a total area of 8.99 acres (which lots or parcels are part of the property described in Exhibit "A") as shown on the permit and/or the accompanying documents which are specifically incorporated by reference herein, and that the contemplated construction includes the construction of storm water detention facilities to satisfy the MWRDGC requirements for storm water detention only with respect to the property shown in the aforementioned permit and/or accompanying documents and such storm water detention facilities are not adequate to meet the MWRDGC requirements with respect to any part of the property described in Exhibit "A" outside of the property shown on the aforementioned permit and /or accompanying documents.

E. NOTICE IS FURTHER GIVEN that the intention of the owner and/or applicant under aforementioned permit granted by MWRDGC is that by filing of an application for permit and obtaining a permit from the MWRDGC, it has covenanted and agreed that any request for sewerage system permits hereinafter made or filed with respect to any or all of the property described in the aforesaid Exhibit "A" (which in the aggregate, comprises an excess of five (5) acres in area, including the property shown in the aforesaid permit and/or accompanying documents) will provide for proper storm water detention in accordance with the rules and regulations of the MWRDGC.

F. THIS NOTICE, after it has been recorded, shall not be withdrawn, rescinded or removed, except after the MWRDGC requirements relative to detention facilities have been satisfied with respect to the entire property described in Exhibit "A", and a written release from the obligations hereunder is obtained from the MWRDGC.

Schedule L is to be executed by owner and furnished to MWRDGC for recording. Owner to pay all expenses for recording. Submit two originals and six copies of Schedule L and eight copies of the Plat of Survey, maximum size 30"x 36". The information provided on the plat should be legible when it is recorded (microfilmed). All documents submitted for filing must comply with the Illinois Plat Act and additional requirements as set forth by the County Recorder of Deeds.

\*Delete paragraph C or D, as appropriate.



Revised July 19, 2000.

Doc#: 0432334136  
 Eugene "Gene" Moore Fee: \$66.00  
 Cook County Recorder of Deeds  
 Date: 11/18/2004 03:15 PM Pg: 1 of 7

ORDING FEE

E 11/18 COPIES 4

BY

N. Malda  
BOY 369

70g

Handwritten grid with numbers and letters: 407, 50, W A F.

# UNOFFICIAL COPY

# 04-258

Schedule L - (Continued)

Sewer Permit No. 2004-0258

This notice is intended to be given to any party or parties hereinafter acquiring any interest in the aforescribed real estate, or dealing with said real estate in any manner whatsoever, notifying them of the requirements for providing storm water detention facilities for said real estate as provided herein.

The owner hereby certifies that the property is recorded in the office of the Cook County Recorder of Deeds.

Signed by owner and record title holder dated this \_\_\_ day of \_\_\_ 200\_.

Impress  
Corporate

CHOOSE A, B, C, or D

~~A~~ (for individual owner) \_\_\_\_\_ Owner ~~Seal Here~~

~~B~~ (for Partnership) \_\_\_\_\_ General Partner

~~C~~ (for Corporation) \_\_\_\_\_ President

Secretary \_\_\_\_\_

**D** (for property in a land trust) RAYMOND E. PLOTE, TRUSTEE Individual holding power of direction  
Raymond E. Plote, General Partner, Plote Investments, L.P.

### NOTARIZATION OF OWNER'S SIGNATURE

NOTE: (For individual, Partnership or Corporation) (if title to property is held in land trust, the trust officer must countersign in space provided.)

CHOOSE A, B, C, or D, same as above

State of Illinois }  
County of \_\_\_ } ss.

#### ~~A~~ INDIVIDUAL OWNER

~~I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ personally known to me to be the same person(s) whose name (s) (is) (are) subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that (he) (she) signed, sealed and delivered the said instrument as (his) (her) free and voluntary act, for the uses and purposes therein set forth; or,~~

#### **B** PARTNERSHIP

Raymond E. Plote

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ personally known to me to be a general partner of the \_\_\_\_\_ partnership, personally known to me to be the same person(s) whose name (s) (is) (are) subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that (he) (she) signed, sealed and delivered the said instrument as (his) (her) free and voluntary act, for the uses and purposes therein set forth, or,

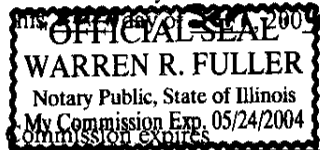
Plote Investments, L.P.

#### ~~C~~ CORPORATION

~~I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, President of \_\_\_\_\_, and \_\_\_\_\_, Secretary of the corporation, are personally known to me to be the same persons whose names are subscribed to the preceding instrument as President and Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the instrument as President and Secretary of the corporation, and affixed the corporate seal of the corporation, pursuant to authority given by the Board of Directors of the corporation, as their free and voluntary act, and as the free and voluntary act of the corporation, for the uses and purposes there stated.~~

Given under my hand and official seal,

PLOTE INVESTMENTS, L.P., an Illinois  
Limited Partnership



*[Signature]*  
Raymond E. Plote, General Partner  
(Notary Public) **AND TRUSTEE**

#### **D** LAND TRUST

#### COUNTERSIGNATURE

See exculpatory rider attached hereto and made a part hereof  
**SEE EXCULPATORY RIDER ATTACHED**

HTB 1358 & **HTB 1363**  
HTB 1364 held by  
(Trust No.)

Harris Trust & Savings Bank, trustee  
under trusts nos. HTB 1358 and 1364 +  
(Name of Trustee)

**AND NOT PERSONALLY HTB 1363**

By: *[Signature]*  
Mary M. Gray, Trust Officer  
ATTEST: *[Signature]*  
Cheryl C. Hinkens  
Land Trust Officer

**UNOFFICIAL COPY****04-258****EXCULPATORY RIDER**

This instrument is executed by the Harris Trust and Savings Bank as Trustee under the provisions of a Trust Agreement dated **1/2/04**, and known as Trust no. **HTB 1358**, not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust and Harris Trust and Savings Bank warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding Harris Trust and Savings Bank in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor shall at any time be asserted or enforceable against the Harris Trust and Savings Bank on account of any representations, Warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existent Hazardous Waste) covenants, undertakings and agreements contained in the instrument, (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or State Environmental or Hazardous Waste laws) hereunder being specifically limited to the Trust assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature including attorney's fees and expenses, arising in any way out of the execution of this instrument or in connection thereto are expressly waived and released by all parties to and parties claiming, under this instrument. Any person claiming, or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.

**UNOFFICIAL COPY****04-258****EXCULPATORY RIDER**

This instrument is executed by the Harris Trust and Savings Bank as Trustee under the provisions of a Trust Agreement dated 6/1/04, and known as Trust no. HTB 1363, not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust and Harris Trust and Savings Bank warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding Harris Trust and Savings Bank in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor shall at any time be asserted or enforceable against the Harris Trust and Savings Bank on account of any representations, Warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existent Hazardous Waste) covenants, undertakings and agreements contained in the instrument, (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or State Environmental or Hazardous Waste laws) hereunder being specifically limited to the Trust assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature including attorney's fees and expenses, arising in any way out of the execution of this instrument or in connection thereto are expressly waived and released by all parties to and parties claiming, under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.



**UNOFFICIAL COPY****04-258****EXCULPATORY RIDER**

This instrument is executed by the Harris Trust and Savings Bank as Trustee under the provisions of a Trust Agreement dated 7/1/04, and known as Trust no. **HTB 1364**, not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust and Harris Trust and Savings Bank warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding Harris Trust and Savings Bank in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor shall at any time be asserted or enforceable against the Harris Trust and Savings Bank on account of any representations, Warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existent Hazardous Waste) covenants, undertakings and agreements contained in the instrument, (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or State Environmental or Hazardous Waste laws) hereunder being specifically limited to the Trust assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature including attorney's fees and expenses, arising in any way out of the execution of this instrument or in connection thereto are expressly waived and released by all parties to and parties claiming, under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.

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**EXHIBIT**

**ATTACHED TO**

5 pages  
297

7 pages

**DOCUMENT**

**SEE PLAT INDEX**