

1064

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EXECUTION COPY

1
2
3 This instrument prepared by:

4
5 Real Estate Division,
6 Atlantic, Naval Facilities
7 Engineering Command
8 6506 Hampton Blvd., Norfolk,
9 Virginia 23508-1278

10
11 After recording return to:

12
13 Real Estate Division
14 Atlantic, Naval Facilities
15 Engineering Command
16 6506 Hampton Blvd., Norfolk,
17 Virginia 23508-1278



Doc#: 0729540239 Fee: \$178.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 10/22/2007 11:59 AM Pg: 1 of 35

This space reserved for Recorder's use only.

18
19
20 **QUITCLAIM DEED FOR THE CONVEYANCE OF THE**
21 **GLENVIEW DISPOSITION PARCEL**

22
23 **THIS QUITCLAIM DEED**, made ^{as of} this 12th day of OCTOBER, 2007, by and between
24 the **UNITED STATES OF AMERICA**, Department of the Navy (the "DoN"), hereinafter
25 called the **GRANTOR**, and **MIDWEST FAMILY HOUSING, LLC**, an Illinois limited
26 liability company, hereinafter called the **GRANTEE**, whose address is c/o Midwest Military
27 Communities, LLC, 50 Public Square, Terminal Tower, Suite 1360, Cleveland, Ohio 44113.

28
29 **WITNESSETH:**

30
31 **WHEREAS**, GRANTOR under the authority contained in 10 U.S.C. § 2878 has
32 determined that the conveyance of the Property, as defined below, on the terms set forth herein,
33 will be in the public interest and has otherwise satisfied and complied with all reporting
34 requirements, notification periods, the applicable award and letting procedure and other statutory
35 limitations prescribed in the solicitation documents and the authorizing legislation and all
36 required findings and determinations have been made and other conditions satisfied; and

37
38 **WHEREAS**, GRANTOR shall quitclaim to GRANTEE certain real property located at
39 the former Naval Air Station Glenview under the custody and control of the DoN situated in
40 Cook County, Illinois, all as more particularly described on Exhibit "A" attached hereto and all
41 buildings and improvements located thereon, and all and singular rights, tenements,
42 hereditaments, easements and appurtenances belonging, or in any way appertaining thereto,
43 including fixtures, structures, and facilities, alleys, roads, streets, ways, strips, and any
44 equipment, utilities and utilities infrastructure, alterations, additions, infrastructure, all tangible
45 and intangible personal property located thereon or used in connection with the ownership and

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1 operation thereof, and attached fixtures located in, on and under the real property, and any means
2 of ingress and egress appurtenant thereto (collectively, the "**Property**"); and
3

4 **WHEREAS**, the **GRANTOR** owns certain real property adjacent to the Property as
5 identified on Exhibit "E" (the "**Grantor-Retained Property**"); and
6

7 **WHEREAS**, **GRANTOR** has found and determined that the Property is suitable for
8 conveyance pursuant to the Finding of Suitability, dated November 2005 (the "**FOS**").
9

10 **NOW THEREFORE**, **GRANTOR**, for good and valuable consideration, the receipt and
11 sufficiency of which is hereby acknowledged, does hereby convey, transfer, remise, release and
12 forever quitclaim without warranty to the **GRANTEE**, its successors and assigns, all of
13 **GRANTOR'S** right, title and interest in and to the Property:
14

15 **I. RESERVING, HOWEVER**, to the **GRANTOR** the following Easements:
16

17 **A. Rights of Ingress and Egress.** **GRANTOR** hereby reserves for itself and
18 its agents, contractors, tenants, licensees, lessees, guests, invitees, grantees, employees,
19 representatives, successors and assigns, a non-exclusive, perpetual right and easement on, over,
20 and across the two rights of way (collectively, the "**Access Rights of Way**") which are located
21 on the (1) north portion of the Property and (2) on the south portion of the Property and which
22 are depicted on Exhibit "B" attached hereto and made a part hereof, in order to provide access to
23 the Grantor-Retained Property for construction, development and use of the Grantor-Retained
24 Property and any part thereof. Within one year of the date hereof, **GRANTEE** hereby covenants
25 either (i) to dedicate both Access Rights of Way as public rights-of-way or (ii) to designate an
26 alternate or alternates to one or both Access Rights of Way provided that (a) each such alternate
27 to an Access Right of Way is a dedicated public right of way which is reasonably acceptable to
28 **GRANTOR**, and (b) at all times, **GRANTOR** has the use of two publicly dedicated rights-of-
29 way, one of which shall be located on the north portion of the Property, and the second of which
30 shall be located on the south portion of the Property.
31

32 **B. Storm Water Easement.** **GRANTOR** hereby reserves for itself and the
33 occupants, tenants, licensees, lessees and grantees of the Grantor-Retained Property and their
34 respective successors and assigns, a non-exclusive, perpetual easement for storm water detention
35 and drainage purposes in and to the storm water basin identified on Exhibit "C", attached hereto
36 and made a part hereof (the "**Site Plan**"), for the benefit of the Grantor-Retained Property (the
37 "**Storm Water Basin**").
38

39 **II. SUBJECT TO THE FOLLOWING NOTICES, COVENANTS,**
40 **RESTRICTIONS, RESERVATIONS AND CONDITIONS**, which shall be binding upon and
41 enforceable against the **GRANTEE**, its successors and assigns, in perpetuity:
42

43 **A. COVENANTS, RESTRICTIONS AND EASEMENTS.** **GRANTEE**
44 agrees to accept conveyance of the Property subject to all existing covenants, conditions,
45 restrictions, easements, rights-of-way, reservations, rights, agreements, and encumbrances
46 recorded and unrecorded.

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1 **B. PROPERTY CONVEYED "AS IS" "WHERE IS."** Except as
 2 otherwise provided herein, or as otherwise provided by law, the GRANTEE acknowledges that it
 3 has inspected, is aware of, and accepts the condition and state of repair of the Property, and that
 4 the Property is conveyed "as is" and "where is" without any representation, promise, agreement,
 5 or warranty on the part of the GRANTOR regarding such condition and state of repair, or
 6 regarding the making of any alterations, improvements, repairs or additions. The GRANTEE
 7 further acknowledges that the GRANTOR shall not be liable for any latent or patent defects in
 8 the Property, except to the extent required by applicable law, including CERCLA, as defined
 9 below.

10
 11 **C. FLOODPLAIN.** To the extent that any portion of the Property lies within
 12 a floodplain as defined in Section 6(c) of Executive Order No. 11988, dated May 24, 1977, the
 13 use of that portion of the Property may be subject to the National Flood Insurance Program.
 14

15 **D. RESTRICTIVE COVENANT ON THE USE OF THE PROPERTY.**
 16 GRANTEE covenants in perpetuity that (a) any industrial use on the Property shall be limited to
 17 the portion of the Property identified and labeled as the Industrial Area on Exhibit "C" attached
 18 hereto (the "**Industrial Area**"), and (b) any retail, office, commercial and/or hotel use on the
 19 Property shall be limited to the Industrial Area and the area identified and labeled as the
 20 Commercial Area on Exhibit "C" attached hereto (the "**Commercial Area**"). The restrictive
 21 covenants in this Section II(D) will inure to the benefit of the Grantor-Retained Property and
 22 may be enforced by the GRANTOR, any owner, tenant, lessee or other occupant of all or any
 23 portion thereof; provided, however, that in the event the Grantor-Retained Property is not used
 24 for residential or open space uses, the restrictive covenants in this Section II(D) shall be null and
 25 void.
 26

27 **E. PROPERTY COVERED BY NOTICE, DESCRIPTION, AND**
 28 **COVENANTS MADE PURSUANT TO SECTION 120(h)(3)(A) OF CERCLA (42 U.S.C. §**
 29 **9620(h)(3)(A)).** For the Property, the GRANTOR provides the following notice, description,
 30 and covenants:

31 1. **Notices Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of**
 32 **CERCLA (42 U.S.C. 9620(h)(3)(A)(i)(I) and (II)):** Pursuant to section 120(h)(3)(A)(i)(I) and
 33 (II) of CERCLA, available information regarding the type, quantity, and location of hazardous
 34 substances and the time at which such substances were stored, released, or disposed of, as
 35 defined in section 120(h) is (a) provided to GRANTEE in the FOS attached hereto as Exhibit
 36 "D" and incorporated herein by reference and (b) identified in the Report of Phase II
 37 Environmental Site Assessment, Former Naval Air Station Glenview, Naval Region Midwest
 38 Family Housing Privatization, prepared by MACTEC Engineering and Consulting, Inc., dated
 39 October 24, 2005. The following specific notice is provided to the GRANTEE:

40
 41 IR Site #1 near the northeast corner of First Street and Avenue D at the Property was
 42 previously used for fire fighting exercises. Subsurface soil samples at IR Site #1 exhibited
 43 residual contaminant concentrations of benzo(a)pyrene above Illinois Environmental Protection
 44 Agency's Tiered Approach to Corrective Action Objectives (TACO) Tier 1 residential soil
 45 remediation objectives.
 46

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1 2. **Description of Remedial Action Taken, if Any, Pursuant to**
2 **Section 120(h)(3)(A)(i)(III) of CERCLA (42 U.S.C. § 9620(h)(3)(A)(i)(III)):** Pursuant to
3 section 120(h)(3)(A)(i)(III) of CERCLA, a description of the remedial action taken, if any, on
4 the Property is provided in the FOS.

5
6 3. **Covenant Pursuant to Section 120(h)(3)(A)(ii) and (B) of**
7 **CERCLA (42 U.S.C. § 9620(h)(3)(A)(ii) and (B)):** Pursuant to section 120(h)(3)(A)(ii) and (B)
8 of CERCLA, the GRANTOR warrants, which warranty shall run with the Property, that—

9
10 a. all remedial action necessary to protect human health and
11 the environment with respect to any hazardous substance identified pursuant to section
12 120(h)(3)(A)(i)(I) of CERCLA remaining on the Property has been taken before the date
13 of this Quitclaim Deed; and

14
15 b. any additional remedial action found to be necessary after
16 the date of this Quitclaim Deed shall be conducted by the GRANTOR.

17
18 4. **Covenant Pursuant to Section 120(h)(3)(A)(iii) of CERCLA (42**
19 **U.S.C. § 9620(h)(3)(A)(iii)):**

20
21 a. The GRANTOR retains and reserves a right of access on,
22 over, and through the Property, to enter upon the Property (i) in any case in which a
23 remedial action or corrective action is found to be necessary on the part of the
24 GRANTOR, or (ii) to undertake any environmental investigation, each without regard to
25 whether such remedial action, corrective action or environmental investigation is on the
26 Property or on adjoining or nearby lands. Such right of access includes, without
27 limitation, the right to perform any environmental investigation, survey, monitoring,
28 sampling, testing, drilling, boring, coring, test-pitting, installing and using groundwater
29 monitoring or pumping wells or other treatment facilities, response action, corrective
30 action, or any other action necessary for the GRANTOR to meet its responsibilities under
31 applicable laws and as provided for in this instrument. Such right of access shall be
32 binding on the GRANTEE and its successors and assigns and shall run with the Property.

33
34 b. In exercising such right of access, the GRANTOR shall
35 provide the GRANTEE or its successor(s) in interest with reasonable notice of its intent
36 to enter upon the Property and to exercise its rights under this covenant, which notice
37 may be severely curtailed or even eliminated in emergency situations. The GRANTOR
38 shall use reasonable means to avoid or, if avoidance is not possible, to minimize
39 interference with the quiet enjoyment of the Property of GRANTEE and its successors'
40 and assigns' quiet enjoyment of the Property. At the completion of work, the work site
41 shall be returned to its original state at the expense of GRANTOR. Such right of access
42 includes the right to obtain and use utility services, including water, gas, electricity,
43 sewer, and communications services available on the Property at a reasonable charge to
44 the GRANTOR. Excluding the reasonable charges for such utility services, no fee,
45 charge, or compensation will be due the GRANTEE, nor its successors or assigns, for the
46 exercise of the right of access hereby retained and reserved by the GRANTOR.

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1
2 c. In exercising such right of access, neither the GRANTEE
3 nor its successors or assigns, as the case may be, shall have any claim at law or equity
4 against the GRANTOR or any officer or employee of the GRANTOR based on
5 reasonable actions taken by the GRANTOR or its officers, employees, agents, contractors
6 of any tier, or servants pursuant to and in accordance with this covenant; provided,
7 however, that nothing in this paragraph shall be considered a waiver by the GRANTEE
8 or its successors and assigns of any remedy available to them under the Federal Tort
9 Claims Act.

10
11 **F. LEAD BASED PAINT (LBP).** The GRANTEE acknowledges that the
12 GRANTOR assumes no liability for damages for personal injury, illness, disability, or death to
13 the GRANTEE, or to any other person, including members of the general public, arising from or
14 incident to the purchase, transportation, removal, handling, use, disposition, or other activity
15 causing or leading to contact of any kind whatsoever with LBP on the Property, arising after the
16 conveyance of the Property from the GRANTOR to the GRANTEE, whether the GRANTEE has
17 properly warned, or failed to properly warn, the persons injured.

18
19 **G. GRANTEE INDEMNITY FOR SUBSEQUENT RELEASES.** The
20 GRANTEE releases and holds harmless the GRANTOR from any response action or corrective
21 action necessary for any release or threatened release of hazardous substances which occurred in
22 or on the Property following the date of transfer and that is determined to be the result of the
23 GRANTEE's actions or of the actions of a third party, which actions are not related to DoN or
24 United States Department of Defense activities. The GRANTEE indemnifies the GRANTOR for
25 damages and response actions resulting from such actions by GRANTEE or a third party.

26
27 **H. RADON.** The GRANTEE covenants and agrees to (i) conduct radon
28 screening on the Property in a manner consistent with commercial standards of similarly situated
29 privately owned properties and (ii) provide any building or structure on the Property with and
30 maintain an active radon mitigation unit or other commercially reasonable method available if
31 the amount of radon in any such building or structure is greater than 4 Pico Curies per liter of air.
32 Further, the GRANTEE covenants and agrees to comply with United States Environmental
33 Protection Agency recommendations regarding the maintenance of active radon mitigation units.
34 The GRANTEE specifically covenants and agrees that, simultaneously with any subsequent
35 transfer of any or all of the Property by the GRANTEE, the GRANTEE shall notify such
36 transferee or transferees of the continuing radon screening, mitigation and other compliance
37 obligations set forth in this Section II(H).

38
39 **I. NON-DISCRIMINATION.** GRANTEE covenants not to discriminate
40 upon the basis of race, color, religion, disability, sex, age or national origin in the use,
41 occupancy, sale, or lease of the Property, or in its employment practices conducted thereon. The
42 UNITED STATES OF AMERICA shall be deemed a beneficiary of this covenant without regard
43 to whether it remains the owner of any land or interest therein in the locality of the Property
44 hereby conveyed and shall have the sole right to enforce this covenant in any court of competent
45 jurisdiction.
46

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1 **J. GRANTOR IS BENEFICIARY OF NOTICES, COVENANTS,**
 2 **RESTRICTIONS, RESERVATIONS AND CONDITIONS.** The GRANTOR shall be
 3 deemed a beneficiary of the notices, covenants, restrictions, reservations and conditions set forth
 4 in this Section II without regard to whether it remains the owner of any land or interest therein in
 5 the locality of the Property hereby conveyed and shall have the right to enforce the notices,
 6 covenants, restrictions, reservations and conditions in any court of competent jurisdiction.

7
 8 **K. NOTICES, COVENANTS, RESTRICTIONS, RESERVATIONS**
 9 **AND CONDITIONS** set forth in this Quitclaim Deed, unless subsequently released or expressly
 10 limited or conditioned, are a binding servitude on the Property, shall inure to the benefit of and
 11 be binding upon the GRANTOR and GRANTEE, their successors and assigns, and will be
 12 deemed to run with the Property in perpetuity.

13
 14 **L. ANTI-DEFICIENCY ACT.** Nothing in this Quitclaim Deed shall be
 15 interpreted to require obligations of any payment by GRANTOR that is in violation of the
 16 Anti-Deficiency Act, 31 U.S.C. § 1341.

17
 18 **M. UTILITIES.** The GRANTEE covenants, in perpetuity, that it shall not
 19 relocate facilities used in connection with overhead and underground transmission and
 20 distribution of all utilities serving the Grantor-Retained Property, including but not limited to
 21 cable, electrical, water, stormwater, sanitary and natural gas ("**Utilities**"), in, over, under, across,
 22 along and upon the surface of the Property for the benefit of the Grantor-Retained Property
 23 without GRANTOR's prior written consent, which consent shall not be unreasonably withheld
 24 so long as GRANTEE has previously obtained the consent of the governmental or quasi-
 25 governmental agency or company providing such Utility service to be relocated. GRANTEE, for
 26 itself and its successors and assigns, hereby covenants that any relocation of a Utility consented
 27 to by GRANTOR, its successors and assigns in ownership of the Grantor-Retained Property shall
 28 be accomplished in such a manner so that there is no disruption of, or diminution in quality or
 29 quantity of service of, any Utility serving the Grantor-Retained Property.

30
 31 **III HEADINGS.** The headings, titles and captions in this Quitclaim Deed have been
 32 inserted only for convenience and in no way define, limit, extend, or describe the scope or intent
 33 of this Quitclaim Deed.

34
 35 **IV. THE CONDITIONS, RESTRICTIONS, RESERVATIONS, AND**
 36 **COVENANTS** set forth in this Quitclaim Deed, unless subsequently released, are a binding
 37 servitude on the Property; shall inure to the benefit of and be binding upon the GRANTOR and
 38 GRANTEE, their successors and assigns, and will be deemed to run with the land in perpetuity.

39
 40
 41 **[SIGNATURE PAGES FOLLOW]**
 42

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1 **IN WITNESS WHEREOF**, the GRANTOR has caused these presents to be executed in
2 its name and on its behalf by its duly authorized officer and its seal affixed the day and year first
3 above written.

4
5 **UNITED STATES OF AMERICA,**
6 **DEPARTMENT OF THE NAVY**

7
8 By: [Signature] (SEAL)
9 Scott D. Forrest, Director
10 Special Venture Acquisitions
11 Naval Facilities Engineering Command

12 STATE OF Washington, D.C.
13)
14) to-wit:
15 CITY/COUNTY OF)

16
17 I, Melissa G. Miller, a Notary Public for the ~~State~~ of
18 District of Columbia do hereby certify that Scott D. Forrest as the Director of Special Venture
19 Acquisitions of the Naval Facilities Engineering Command of the Department of the Navy for
20 the United States of America, personally known to me to be the person whose name is ascribed
21 to the attached Quitclaim Deed, appeared before me on this day in person and acknowledged that
22 he signed and delivered the said instrument as his free and voluntary act, and as the free and
23 voluntary act of the United States of America, Department of the Navy, for the uses and purposes
24 set forth therein.

25
26 Given under my hand this 14th day of September, 2007.

27
28 [Signature]
29 NOTARY PUBLIC
30

31
32 My Commission expires January 31, 2012

33
34 (SEAL)

MELISSA G. MILLER
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires January 31, 2012

Exempt under provisions of Paragraph b, Section 4,
Real Estate Transfer Tax Act.

10-12-07
Date

[Signature]
Buyer, Seller or Representative

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ACCEPTANCE:

The GRANTEE hereby accepts this Quitclaim Deed and agrees to be bound by all the agreements, covenants, conditions, restrictions and reservations contained herein.

MIDWEST FAMILY HOUSING, LLC,
an Illinois limited liability company

By: Midwest Military Communities, LLC, an
Illinois limited liability company, its
managing member

By: Forest City Residential Group, Inc., an
Ohio corporation, its managing member

By: Thomas W. Henneberry
Name: Thomas Henneberry
Title: Executive Vice President

STATE OF District of Columbia
to-wit:
CITY/COUNTY OF Washington, DC

I, Nina A. Crump, a Notary Public for the State and City
aforesaid, certify that Thomas Henneberry personally came before me this day and
acknowledged that he is Executive Vice President of Forest City Residential Group, Inc., in its
capacity as the managing member of Midwest Military Communities, LLC, an Illinois limited
liability company ("MMC"), in its capacity as the managing member of Midwest Family
Housing, LLC, an Illinois limited liability company ("MFH"), and acknowledged that he signed
and delivered the said instrument as his free and voluntary act, and as the free and voluntary act
of said corporation, in its capacity as the managing member of MMC, in its capacity as the
managing member of MFH, for the uses and purposes set forth therein.

Witness my hand and official seal, this 12th day of Sept, 2007.

Nina A. Crump
NOTARY PUBLIC
Nina A. Crump
Notary Public, District of Columbia
My Commission Expires Jan. 1, 2010

My Commission expires _____

(SEAL)

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 21, AND PART OF THE NORTHWEST QUARTER OF SECTION 27, AND PART OF THE NORTH HALF OF SECTION 28, ALL IN TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 28, HAVING MEASURED ILLINOIS STATE PLANE COORDINATES OF 1977517.989 NORTH AND 1119646.497 EAST; THENCE SOUTH 89 DEGREES 53 MINUTES 05 SECONDS EAST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21, A DISTANCE OF 142.50 FEET TO THE WEST LINE OF THE EAST 1188.00 FEET THEREOF FOR THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 07 MINUTES 08 SECONDS EAST ALONG SAID WEST LINE, 330.00 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 05 SECONDS EAST, PARALLEL WITH SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 21, A DISTANCE OF 785.20 FEET TO THE NORTHWESTERLY CORNER OF LOT 10, GLENVIEW NAVAL AIR STATION SUBDIVISION NO. 2, PER DOCUMENT NUMBER 99313067, COOK COUNTY, ILLINOIS; THENCE SOUTH 23 DEGREES 59 MINUTES 43 SECONDS EAST ALONG THE WESTERLY LINE OF SAID LOT 10 AS MONUMENTED, 169.84 FEET; THENCE SOUTH 89 DEGREES 13 MINUTES 12 SECONDS WEST ALONG SAID WESTERLY LINE, 5.36 FEET; THENCE SOUTH 00 DEGREES 46 MINUTES 48 SECONDS EAST ALONG SAID WESTERLY LINE, 9.25 FEET; THENCE SOUTH 89 DEGREES 00 MINUTES 06 SECONDS WEST ALONG SAID WESTERLY LINE, 6.94 FEET; THENCE SOUTH 00 DEGREES 18 MINUTES 33 SECONDS EAST ALONG SAID WESTERLY LINE, 35.22 FEET; THENCE SOUTH 89 DEGREES 23 MINUTES 18 SECONDS EAST ALONG SAID WESTERLY LINE, 32.03 FEET; THENCE SOUTH 23 DEGREES 59 MINUTES 43 SECONDS EAST ALONG SAID WESTERLY LINE, 141.88 FEET; THENCE SOUTH 88 DEGREES 05 MINUTES 26 SECONDS WEST ALONG SAID WESTERLY LINE, 7.32 FEET; THENCE SOUTH 04 DEGREES 10 MINUTES 12 SECONDS EAST ALONG SAID WESTERLY LINE, 4.95 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 18 SECONDS WEST ALONG SAID WESTERLY LINE, 14.58 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 42 SECONDS WEST ALONG SAID WESTERLY LINE, 24.56 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 18 SECONDS WEST ALONG SAID WESTERLY LINE, 12.77 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 42 SECONDS WEST ALONG SAID WESTERLY LINE, 29.53 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 05 SECONDS EAST ALONG SAID WESTERLY LINE, 60.70 FEET; THENCE SOUTH 23 DEGREES 59 MINUTES 43 SECONDS EAST ALONG SAID WESTERLY LINE, 10.89 FEET TO THE SOUTHERNMOST SOUTHWEST CORNER OF SAID LOT 10; THENCE SOUTH 89 DEGREES 59 MINUTES 43 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 10, A DISTANCE OF 200.10 FEET TO THE SOUTHEAST CORNER OF SAID LOT 10; SAID CORNER ALSO BEING ON THE WESTERLY LINE OF SHERMER ROAD

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AS DEDICATED PER DOCUMENT NO. 99313067, AND AS MONUMENTED; THENCE SOUTH 37 DEGREES 37 MINUTES 02 SECONDS EAST, ALONG SAID WESTERLY LINE, 77.28 FEET; THENCE SOUTHERLY ALONG SAID WESTERLY LINE, BEING AN ARC OF A CIRCLE CONVEX EASTERLY AND HAVING A RADIUS OF 238.00 FEET FOR AN ARC DISTANCE OF 20.50 FEET (THE CHORD OF SAID ARC HAVING A BEARING OF SOUTH 19 DEGREES 16 MINUTES 48 SECONDS WEST A DISTANCE OF 20.49 FEET); THENCE SOUTH 21 DEGREES 44 MINUTES 50 SECONDS WEST, ALONG SAID WESTERLY LINE, 82.33 FEET TO A POINT OF CURVE; THENCE SOUTHERLY ALONG SAID WESTERLY LINE, BEING AN ARC OF A CIRCLE CONVEX SOUTHEASTERLY AND HAVING A RADIUS OF 218.00 FEET FOR AN ARC DISTANCE OF 162.88 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC HAVING A BEARING OF SOUTH 43 DEGREES 09 MINUTES 06 SECONDS WEST FOR A DISTANCE OF 159.12 FEET); THENCE SOUTH 64 DEGREES 33 MINUTES 22 SECONDS WEST ALONG SAID WESTERLY LINE, 393.40 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG SAID WESTERLY LINE, BEING AN ARC OF A CIRCLE CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 192.00 FEET FOR AN ARC DISTANCE OF 130.24 FEET TO A POINT OF COMPOUND CURVE (THE CHORD OF SAID ARC HAVING A BEARING OF SOUTH 45 DEGREES 07 MINUTES 21 SECONDS WEST, A DISTANCE OF 117.75 FEET); THENCE SOUTHERLY ALONG SAID WESTERLY LINE, BEING AN ARC OF A CIRCLE CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 298.62 FEET FOR A DISTANCE OF 127.03 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC HAVING A BEARING OF SOUTH 13 DEGREES 30 MINUTES 11 SECONDS WEST, A DISTANCE OF 126.07 FEET); THENCE SOUTH 01 DEGREES 18 MINUTES 51 SECONDS WEST ALONG SAID WESTERLY LINE, 334.77 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES 43 SECONDS WEST ALONG SAID WESTERLY LINE AND ALONG THE WEST LINE OF LOT 11 IN SAID SUBDIVISION, AS MONUMENTED, 892.96 FEET TO AN ANGLE POINT IN THE WESTERLY LINE OF SAID LOT 11; THENCE NORTH 89 DEGREES 55 MINUTES 18 SECONDS WEST, ALONG SAID WESTERLY LINE, 245.47 FEET TO AN ANGLE POINT IN THE WESTERLY LINE OF SAID LOT 11; THENCE SOUTH 00 DEGREES 11 MINUTES 20 SECONDS WEST ALONG SAID WESTERLY LINE, 355.00 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 34 SECONDS WEST ALONG SAID WESTERLY LINE, 477.97 FEET TO AN ANGLE POINT IN THE WESTERLY LINE OF SAID LOT 11; SAID POINT ALSO BEING ON THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 28 AFORESAID, 335.0 FEET NORTH OF THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 28 (SAID NORTHEAST CORNER ALSO BEING THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 28); THENCE NORTH 00 DEGREES 04 MINUTES 55 SECONDS EAST, 649.78 FEET ALONG THE EAST LINE OF SAID WEST HALF OF THE NORTHEAST QUARTER OF SECTION 28 TO THE NORTH LINE OF THE SOUTH 15 ACRES OF THE EAST HALF OF THE SAID WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 28 (SAID SOUTH LINE ALSO BEING THE NORTH LINE OF LAKE AVENUE SUBDIVISION RECORDED AUGUST 29, 1974 AS DOCUMENT #22832239); THENCE NORTH 89 DEGREES 53 MINUTES 58 SECONDS WEST, ALONG SAID NORTH LINE, 663.85 FEET TO THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 28

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(SAID EAST LINE BEING ALSO THE EAST LINE OF LAKE GREENWOOD INDUSTRIAL PARK, A SUBDIVISION RECORDED SEPTEMBER 10, 1963 AS DOCUMENT #18908088); THENCE NORTH 00 DEGREES 02 MINUTES 18 SECONDS EAST ALONG SAID EAST LINE, 241.01 FEET TO THE NORTH LINE OF THE SOUTH 1226.0 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 28 (BEING ALSO THE NORTH LINE OF LAKE GREENWOOD INDUSTRIAL PARK AFORESAID); THENCE SOUTH 89 DEGREES 52 MINUTES 52 SECONDS EAST, 302.49 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 08 SECONDS WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 68.83 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 52 SECONDS EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 461.37 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 08 SECONDS EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 223.27 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 52 SECONDS EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 460.89 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 08 SECONDS EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 1216.97 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 52 SECONDS WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 418.94 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 08 SECONDS EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 45.05 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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and

EXHIBIT A

THAT PART OF THE NORTH HALF OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 28, HAVING MEASURED ILLINOIS STATE PLANE COORDINATES OF 1977517.989 NORTH AND 1119646.497 EAST; THENCE SOUTH 89 DEGREES 53 MINUTES 05 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 142.50 FEET TO THE WEST LINE OF THE EAST 1188.00 FEET OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 00 DEGREES 07 MINUTES 08 SECONDS WEST ALONG THE SOUTHERLY EXTENSION OF SAID WEST LINE, 45.05 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 52 SECONDS EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 222.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 52 MINUTES 52 SECONDS EAST ALONG THE EASTERLY EXTENSION OF THE LAST DESCRIBED COURSE, 196.15 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 08 SECONDS WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 1216.97 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 52 SECONDS WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 460.89 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 08 SECONDS EAST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 716.99 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 52 SECONDS EAST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 309.38 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 08 SECONDS EAST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 353.08 FEET; NORTH 89 DEGREES 52 MINUTES 52 SECONDS WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 44.64 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 08 SECONDS EAST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 746.90 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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ADDRESS: VACANT LAND
SHERMER RD & WEST LAKE AVE.
GLENVIEW, IL

PIN #s:

- 04-21-401-003-0000
- 04-21-401-027-0000
- 04-21-401-028-0000
- 04-27-102-013-0000
- 04-28-200-076-0000 (this tax number also affects other property)
- 04-28-201-003-0000 (this tax number also affects other property)
- 04-28-201-010-0000
- 04-28-201-011-0000 (this tax number also affects other property)
- 04-28-202-011-0000 (this tax number also affects other property)

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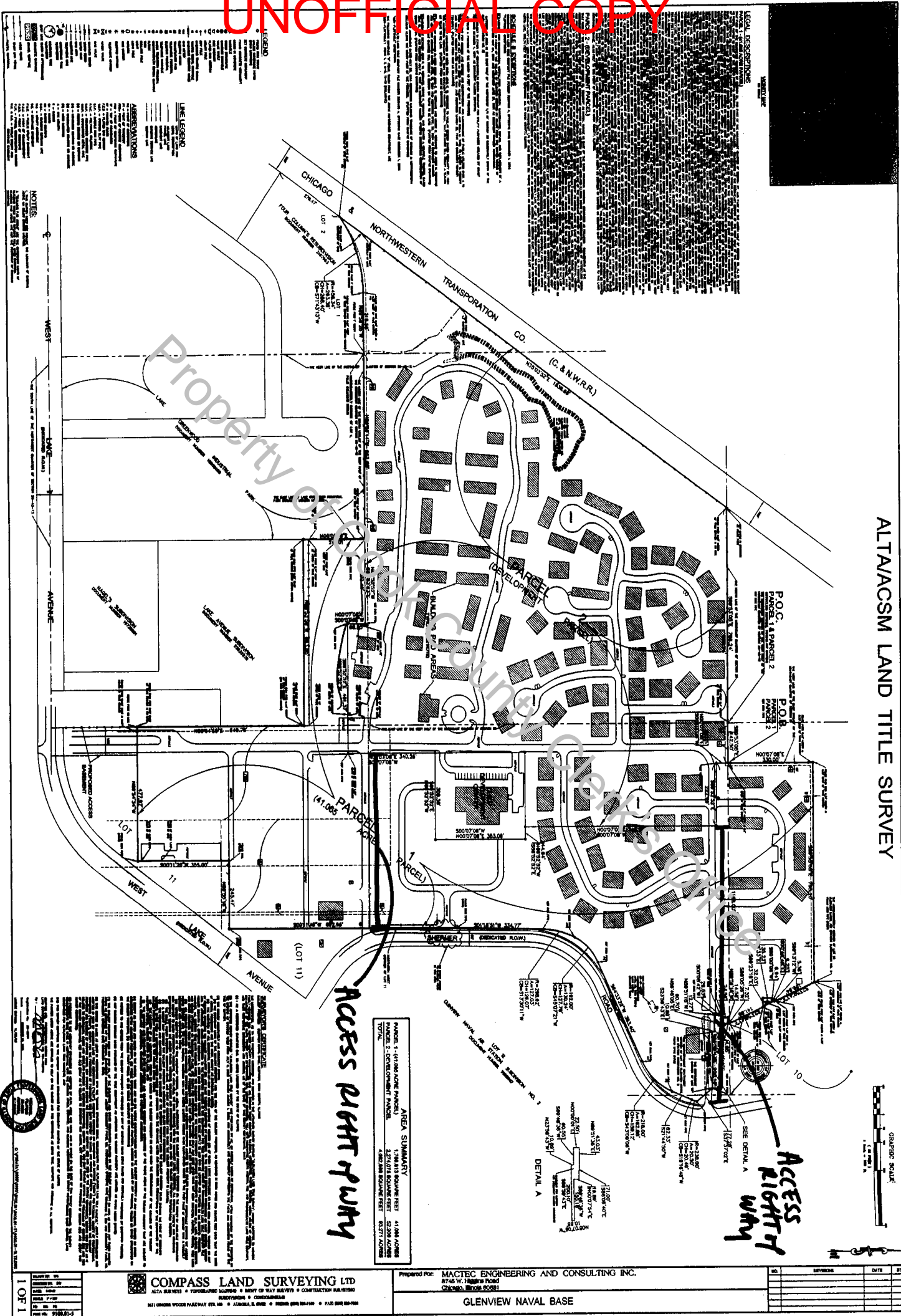
EXHIBIT B

DEPICTION OF ACCESS RIGHTS OF WAY

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ALTA/ACSM LAND TITLE SURVEY



Access Right of Way

Access Right of Way

AREA SUMMARY

PARCEL 1 (LOT 10) SQUARE FEET	4198 SQUARE FEET
PARCEL 2 (LOT 11) SQUARE FEET	32088 SQUARE FEET
PARCEL 3 (LOT 12) SQUARE FEET	81271 SQUARE FEET
TOTAL	85357 SQUARE FEET

EXHIBIT B

COMPASS LAND SURVEYING LTD
 ALTA SURVEY • TOPOGRAPHIC MAPPING • BOUNDARY SURVEYING • CONSTRUCTION SURVEYING
 MISSISSAUGA • ONTARIO

Prepared For: MACTEC ENGINEERING AND CONSULTING INC.
 8745 W. Higgins Road
 Chicago, Illinois 60631

GLENVIEW NAVAL BASE

NO.	REVISION	DATE	BY

1 OF 1

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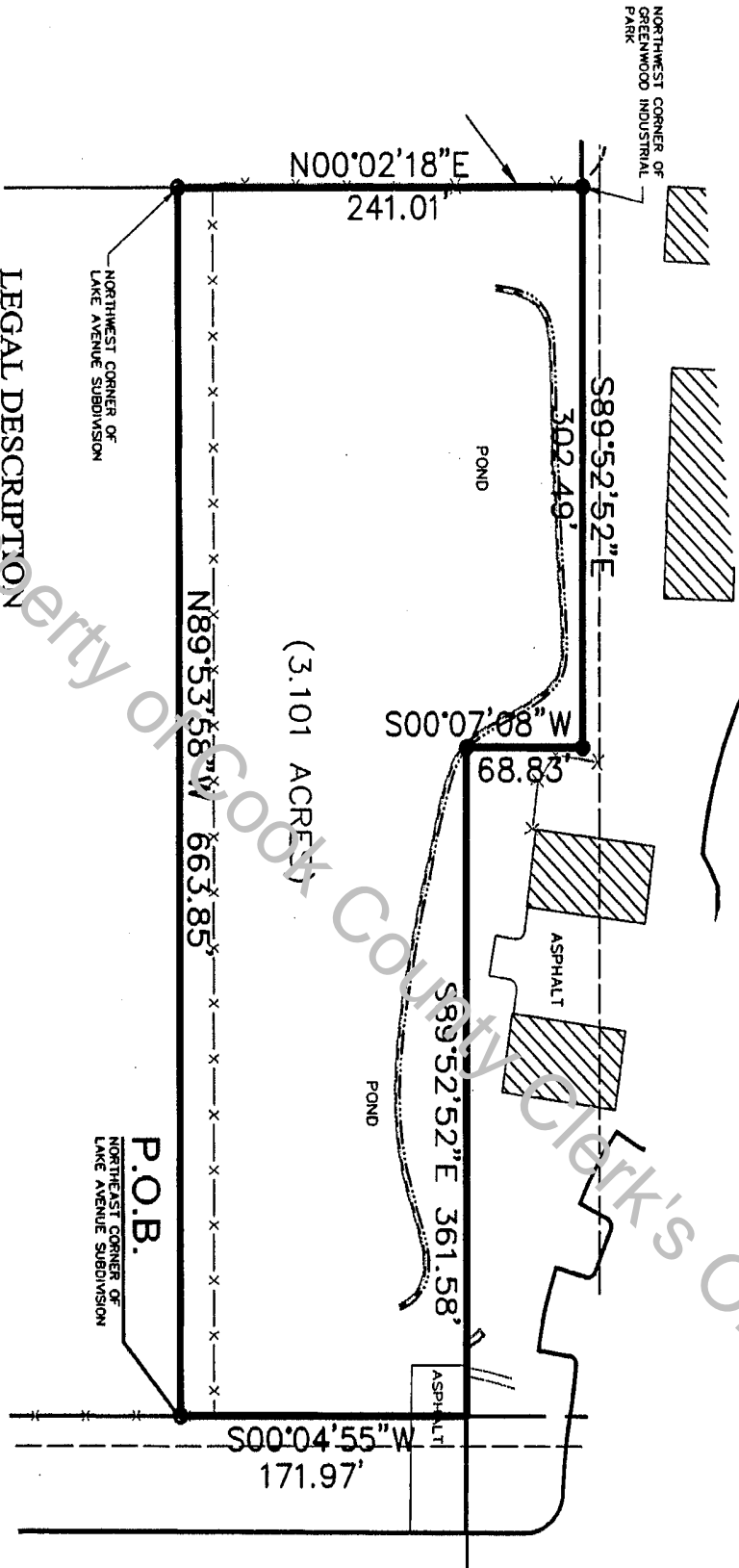
EXHIBIT C

SITE PLAN

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EXHIBIT C (PAGE 2)
STORM WATER BASIN



(3.101 ACRES)

LEGAL DESCRIPTION

THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 42 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LAKE AVENUE SUBDIVISION RECORDED AS DOCUMENT NUMBER 22832239 IN LAKE COUNTY, ILLINOIS; THENCE NORTH 89 DEGREES 53 MINUTES 58 SECONDS WEST ALONG THE NORTH LINE OF SAID SUBDIVISION, 663.85 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 00 DEGREES 02 MINUTES 18 SECONDS EAST ALONG THE EAST LINE OF LAKE GREENWOOD INDUSTRIAL PARK, RECORDED AS DOCUMENT NUMBER 18908088 IN LAKE COUNTY, ILLINOIS, 241.01 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 89 DEGREES 52 MINUTES 52 SECONDS EAST, 302.49 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 08 SECONDS WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 68.83 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 52 SECONDS EAST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 361.58 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 55 SECONDS WEST, 171.97 FEET TO THE POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

- LINE LEGEND
- Limits of Land per U.S.A. RECOGNITION
 - Adjacent Land
 - Proposed Line
 - Contour Line
 - Boundary of Section
 - Section Line

REV. 1 PER COMMENTS: 3-19-07: MP REV. 2 PER COMMENTS: 9-25-07: MRA



DRAWN BY: MP
CHECKED BY: MF
DATE:
SCALE: 1" = 100'
PC: N/A BK: N/A PG: N/A
PROJ. NO.: 9100.01-3

COMPASS LAND SURVEYING LTD
 ALTA SURVEYS • TOPOGRAPHIC MAPPING • RIGHT OF WAY SURVEYS • CONSTRUCTION SURVEYING
 SUBDIVISIONS • CONDOMINIUMS
 2631 GINGER WOODS PARKWAY STE. 100 • AURORA, IL 60502 • PHONE: (630) 820-9100 • FAX: (630) 820-7030

PREPARED FOR: **MACTEC ENGINEERING AND CONSULTING, INC.**
 5400 N. Cumberland
 Chicago, Illinois 60656

PROJECT:

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EXHIBIT D

FINDING OF SUITABILITY

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EXHIBIT D

FINDING OF SUITABILITY
PUBLIC/PRIVATE VENTURE HOUSING PRIVATIZATION
NAVAL STATION GREAT LAKES, ILLINOIS

NOVEMBER 2005

1.0 PURPOSE

This Finding of Suitability (FOS) documents my determination, as the responsible Department of Defense (DoD) component official, that the real property and associated improvements located on portions of [REDACTED] Naval Air Station (NAS) Glenview, [REDACTED] (Subject Property) are environmentally suitable for inclusion in the Public/Private Venture (PPV) Program authorized by the National Defense Authorization Act of 1996 (Public Law 104-106, Section 2801 statute 185). The real property will be leased and the housing units will be transferred by deed. In addition to the lease of property, three disposition parcels will be transferred to the PPV and then sold by the PPV Partner to fund construction and renovation activities. The disposition lands are shown in Attachment 1 to this FOS.

This decision is based upon a review of the information contained in the May 2004 Environmental Baseline Survey (EBS), Exhibit 1 and the proposed PPV action in the Environmental Assessment (2005). Factors leading to this determination and other pertinent information related to lease and transfer requirements are stated below.

2.0 DESCRIPTION OF PROPERTY

The Subject Property consists of [REDACTED] 400 housing units at NAS Glenview, [REDACTED]. These housing units are more completely described in Exhibit 1, [REDACTED] in [REDACTED]. The NAS Glenview property is located at the former NAS Glenview in Cook County, Illinois, approximately 20 miles south of NAVSTA Great Lakes. [REDACTED]

3.0 PAST USE AND PROPOSED REUSE

The Subject Property provided housing for military personnel and their families. Under the PPV, a private developer will enter into a limited partnership with the Department of the Navy to demolish and/or renovate existing family housing within the Subject Property. All family housing will be managed and maintained by the limited partnership for a period of fifty years. The housing units will revert to the Navy at the end of the lease period. Three disposition parcels will be transferred to the PPV and then sold by the PPV Partner to fund construction and renovation activities. These areas are shown in Attachment 1 to this FOS. This includes [REDACTED] [REDACTED], and an eastern portion of Glenview shown in Attachment 1.

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FINDING OF SUITABILITY
PUBLIC/PRIVATE VENTURE HOUSING PRIVATIZATION
NAVAL STATION GREAT LAKES, ILLINOIS

NOVEMBER 2005

4.0 ENVIRONMENTAL FINDINGS

The EBS site visit was conducted in March 2004. All available information concerning the past storage, release or disposal of hazardous substances and/or petroleum products on the Subject Property as collected through record searches, aerial photographs, personnel interviews and on-site visual inspections is contained in Exhibit

1. The following paragraphs summarize those findings and corresponding DoD condition of property classifications assigned to the real property and improvements to be leased/transferred.

A. Hazardous Substance Use/Contamination

NAS Glenview

The former NAS Glenview is a registered large quantity generator of hazardous wastes, handling over 2,205 pounds per month. No storage or release of hazardous substances has been reported within the NAS Glenview portion of the Subject Property.

Based on visual observations and environmental records reviewed to date, hazardous material storage areas at [REDACTED], NAS Glenview, [REDACTED] are not anticipated to have an adverse impact on the environmental integrity of the Subject Property.

B. Petroleum or Petroleum Product Contamination

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NAVAL STATION GREAT LAKES, ILLINOIS

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NAS Glenview

One LUST site is located in the NAS Glenview portion of the Subject Property. A series of pentane tanks were located at Orion Circle near Installation Restoration (IR) Site 1. These tanks have been removed and remedial activities completed. A request for closure has been submitted to the IEPA.

C. Condition of Property Classification

NAS Glenview

IR Site 1 at NAS Glenview is categorized as Category 4, areas where release of hazardous substances has occurred, and all remedial actions necessary to protect human health and the environment have been taken. The remaining Subject Property at NAS Glenview is categorized as Category 2, areas where only a release or disposal of petroleum products or their derivatives has occurred.

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NAVAL STATION GREAT LAKES, ILLINOIS

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D. Other Environmental Aspects

1. Asbestos-Containing Material (ACM)

NAS Glenview

An Asbestos Survey was performed in 1998 on the NAS Glenview portion of the Subject Property, which was constructed in 1991. No homogeneous ACM areas were detected. Based on records reviewed and site investigation, ACM is not expected to be present on the NAS Glenview portion of the Subject Property.

The lessee will be required under the land lease to properly manage ACM in accordance with applicable laws and regulations and an ACM Operations and Maintenance (O&M) Plan.

The lessee will also be required under the land lease to properly manage all Transite impacted soils disturbed during construction activities. Transite impacted soil is found throughout Navy Housing areas. If the Transite impacted soils are disturbed by heavy equipment or regrading activities, the Transite impacted soils will be considered a Special Waste as defined by the Illinois Environmental Protection Agency (IEPA) and shall be disposed of in accordance with the applicable regulations.

2. Lead-Based Paint (LBP)

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NAVAL STATION GREAT LAKES, ILLINOIS

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NAS Glenview

Due to the date of construction of the buildings (1991 and 1998), LBP is not suspected to be present at the NAS Glenview portion of the Subject Property.

The PPV Partnership will be required by the lease/Partnership Agreement and/or deed to properly manage all LBP so as to preclude future risks to human health. Additionally, the PPV Partnership will include Navy policy guidance (Commander, Navy Installations (CNI) Housing Lead Policy of 31 August 2004 and Assistant Secretary of the Navy (ASN) Policy of 23 August 2004) in its LBP Management Plan. In accordance with federal regulatory requirements (24 CFR 35 and 40 CFR 745), a copy of U.S. Environmental Protection Agency (EPA) pamphlet EPA 747-K-94-001, "Protect Your Family From Lead In Your Home", Attachment 2 to this FOS, will be provided to the PPV Partner.

3. Polychlorinated Biphenyls (PCBs)

NAS Glenview

According to NAVSTA Great Lakes Environmental Division, no transformers or other equipment likely to contain PCBs are present on the NAS Glenview portion of the Subject Property. A visual inspection of the transformers which remain showed they were in good condition with no apparent leaks.

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NAVAL STATION GREAT LAKES, ILLINOIS

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5. Radon

The U.S. EPA and the U.S. Geological Survey have evaluated the radon gas exposure in the U.S. Radon gas poses a risk to human health if the geographical area is prone to releasing radon gas and if there is a structure to confine the gas. Each state's county has a zone designation that reflects the average short-term radon measurement that can be expected to be measured in a building without implementation of radon control methods. Radon zone designations range from of

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NAVAL STATION GREAT LAKES, ILLINOIS

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the highest potential, Zone 1, to the lowest potential, Zone 3. Lake and Cook counties are designated as Zone 2.

NAS Glenview - No radon survey was readily available for the NAS Glenview portion of the Subject Property. However, the housing units were constructed on concrete slabs with a minimal amount of slab penetrations so containment of radon gas is believed to be minimal.

The PPV Partnership will be required via the land lease/Partnership Agreement and/or deed to implement a Radon Management Plan and budget for abating radon in housing not otherwise scheduled for demolition.

6. Adjacent Properties

NAS Glenview

Nine (9) IR sites have been identified throughout NAS Glenview. IR Site 1 is located within the Subject Property. IR Site 2 is located adjacent to the south portion of the Subject Property. Remediation at all of the IR sites is complete and NFRAP status has been received. A complete description of these sites is contained in Exhibit 1.

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NAVAL STATION GREAT LAKES, ILLINOIS

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5.0 REQUIREMENTS APPLICABLE TO PROPERTY DISPOSAL

A. National Environmental Policy Act (NEPA) Compliance

An Environmental Assessment (EA) was prepared to assess the potential environmental impacts associated with the Subject Property PPV. A Finding of No Significant Impact (FONSI) was signed on March 25, 2005. [REDACTED]

B. Environmental Compliance / Permits / Orders

A search of Federal, State and local regulatory databases did not reveal the existence of any environmental permits, orders or outstanding compliance issues associated with the Subject Property.

C. Historic, Cultural and Natural Resources Requirements

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FINDING OF SUITABILITY
PUBLIC/PRIVATE VENTURE HOUSING PRIVATIZATION
NAVAL STATION GREAT LAKES, ILLINOIS

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FINDING OF SUITABILITY
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NAVAL STATION GREAT LAKES, ILLINOIS

NOVEMBER 2005

NAS Glenview

Significant cultural resources have not been identified at the Subject Property on NAS Glenview.

These buildings will be transferred with the PPV. The Navy and PPV Partner have signed a programmatic agreement with the Illinois State Historic Preservation Officer to mitigate any potential adverse effects to these properties on account of the PPV.

D. Notification to Regulatory Agencies / Public

This FOS was prepared in accordance with DoD guidance concerning non-Base Realignment and Closure Act (BRAC) real property leases and disposals. Regulatory agency comments were not solicited in connection with this FOS since it is not anticipated that the lease will extend beyond the date of termination of government operations at NAVSTA Great Lakes.

In accordance with DoD guidance, this FOS and the final EBSR will be made part of the lease/transfer documentation provided to the PPV Partnership. Copies of all transfer related documentation not otherwise subject to withholding under the federal Freedom of Information Act (FOIA) will be made available to the public and/or regulatory agencies upon request after they are finalized.

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FINDING OF SUITABILITY
PUBLIC/PRIVATE VENTURE HOUSING PRIVATIZATION
NAVAL STATION GREAT LAKES, ILLINOIS

NOVEMBER 2005

6.0 SUITABILITY DETERMINATION

NOW THEREFORE, based upon my review of the information contained in the
aforementioned EBSR, I have determined that the Subject Property is presently suitable
for the proposed PPV action.

12 Dec 2005
Date



R. B. RAINES, CAPT, CEC, USN
Commander
Southern Division
Naval Facilities Engineering Command

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FINDING OF SUITABILITY
PUBLIC/PRIVATE VENTURE HOUSING PRIVATIZATION
NAVAL STATION GREAT LAKES, ILLINOIS

NOVEMBER 2005

6.0 SUITABILITY DETERMINATION

NOW THEREFORE, based upon my review of the information contained in the aforementioned EBSR, I have determined that the Subject Property is presently suitable for the proposed PPV action.

12 Dec 2005
Date



R. B. RAINES, CAPT, CEC, USN

Commander
Southern Division
Naval Facilities Engineering Command

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EXHIBIT E

GRANTOR-RETAINED PROPERTY

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EXHIBIT E

Legal description of Grantor-Retained Property

THAT PART OF THE NORTH HALF OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 28, HAVING MEASURED ILLINOIS STATE PLANE COORDINATE VALUES OF 1977517.989 NORTH AND 1119646.497 EAST; THENCE SOUTH 89 DEGREES 53 MINUTES 05 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 142.50 FEET TO THE WEST LINE OF THE EAST 1188.00 FEET OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, FOR A POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 07 MINUTES 08 SECONDS WEST ALONG THE SOUTHERLY EXTENSION OF SAID WEST LINE, 45.05 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 52 SECONDS EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 222.79 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 08 SECONDS WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 746.90 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 52 SECONDS EAST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 44.64 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 08 SECONDS WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 353.08 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 52 SECONDS WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 309.38 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 08 SECONDS WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 340.26 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 52 SECONDS WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 461.37 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 08 SECONDS EAST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 68.83 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 52 SECONDS WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 302.49 FEET TO THE NORTHEAST CORNER OF LAKE GREENWOOD INDUSTRIAL PARK, RECORDED AS DOCUMENT NUMBER 18908088, COOK COUNTY, ILLINOIS; THENCE NORTH 89 DEGREES 50 MINUTES 14 SECONDS WEST, ALONG THE NORTHERLY LINE OF SAID SUBDIVISION, 663.88 FEET TO THE NORTHEASTERLY CORNER OF LOT 1 IN FOUR COLUMN'S RESUBDIVISION, RECORDED AS DOCUMENT NUMBER 3167963, COOK COUNTY, ILLINOIS; THENCE NORTH 89 DEGREES 56 MINUTES 28 SECONDS WEST, ALONG THE NORTHERLY LINE OF SAID FOUR COLUMN'S RESUBDIVISION, 218.58 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, ALONG SAID NORTHERLY LINE, BEING A CURVE CONCAVE SOUTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 458.34 FEET, A CHORD BEARING OF SOUTH 71 DEGREES 43 MINUTES 13 SECONDS WEST, A CHORD DISTANCE OF 288.40 FEET, AN ARC LENGTH OF 293.38 FEET TO THE POINT OF TANGENCY OF THE NORTHERLY LINE OF LOT 2 IN SAID RESUBDIVISION, SAID POINT BEING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO AND

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NORTHWESTERN RAILROAD; THENCE NORTH 35 DEGREES 03 MINUTES 52 SECONDS EAST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, 1838.68 FEET TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE SOUTH 89 DEGREES 53 MINUTES 05 SECONDS EAST ALONG SAID NORTH LINE, 908.74 FEET TO THE POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

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