



Doc#: 0830834114 Fee: \$128.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/03/2008 03:04 PM Pg: 1 of 47

(The Above Space For Recorder's Use Only)

## SECOND AMENDMENT TO THE AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND

This Second Amendment ("Second Amendment") to the Agreement for the Sale and Redevelopment of Land ("Agreement"), is made and entered into as of June 2, 2008, by and between the City of Chicago, an Illinois municipal corporation (the "City"), acting by and through its Department of Planning and Development ("DPD"), having its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602, and ETC Property Management, Inc., a closely held Illinois corporation ("Purchaser"), having an address of 763 West Jackson, Chicago, Illinois 60661, and the International Union of Operating Engineers Local 399 ("Union"), an Illinois not-for profit corporation with a usual place of business at 763 West Jackson, Chicago, Illinois 60661, and International Union of Operating Engineers Local 399 Educational Training Fund (referred to in the Agreement as Education Trust Fund Local 399: "Trust"), a Taft Hartley Trust Fund with a usual place of business at 763 West Jackson, Chicago, Illinois 60661, and the International Union of Operating Engineers Local 399 Building Corporation ("Building Corp"), an Illinois corporation with a usual place of business at 763 West Jackson, Chicago, Illinois 60661.

Capitalized terms not otherwise defined herein shall have the meaning given in the Agreement. Capitalized terms that are defined in the Agreement and are redefined herein using the same defined term shall have the meaning given herein.

### RECITALS

A. Pursuant to ordinance adopted by the City Council of the City (the "City Council") on January 12, 2000, and published in the Journal of Proceedings of the City Council for such date at pages 23782 through 23814, the City, Purchaser, Union and Trust have entered into the Agreement, dated as of June 11, 2002, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois ("Recorder"), on June 14, 2002, as document #0020670287, relating to the Property legally described in Exhibit 1 attached hereto, which is incorporated by this reference; and

B. Pursuant to the Agreement, the Purchaser, Union and Trust are required to renovate the Property for use as a training facility to teach operating engineering trade skills to qualified individuals wishing to enter the trade of operating engineering, as more fully described in the Agreement; and

C. By quit claim deed, dated as of April 24, 2002, and recorded with the Recorder on

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June 14, 2002, as document #0020670286 (the "Deed"), the City conveyed the Property to the Purchaser, subject to the explicit reservation of certain easement rights in the City as described in the Deed; and

D. At the time of conveyance of the Property from the City to the Purchaser, the Property was in need of environmental remediation and the remediation of the Property has taken longer than was anticipated by the parties to the Agreement; and

E. The performance of the environmental remediation of the Property has delayed the commencement of construction of the Improvements on the Property; and

F. The City, Purchaser, Union, Trust and Building Corp entered into that certain "Amendment to Agreement for the Sale and Redevelopment of Land" dated as of May 11, 2004, and recorded with the Recorder on November 30, 2007, as document #0733435327 (the "First Amendment"), the Agreement, as amended by the First Amendment is known as the "First Amended Agreement"; and

G. Pursuant to the First Amendment, Building Corp, became an additional party to Agreement, and each and every obligation or undertaking in the Agreement, as may be amended from time to time, to be fulfilled or performed by Purchaser is the joint and several obligation or undertaking of the Purchaser, Union, Trust and Building Corp; and

H. Pursuant to the First Amendment, the City consented to the conveyance of the Property from the Purchaser to Building Corp; and

I. By quit claim deed, dated as of July 1, 2007, and recorded with the Recorder, on November 30, 2007, as document #0733435328, the Purchaser conveyed the Property to Building Corp; and

J. The Union has represented to the City that (i) the Trust no longer has any interest in the Property and (ii) the U.S. Department of Labor has determined that under applicable law the Trust may not remain a party to the Agreement; and

K. Pursuant to ordinance adopted by the City Council on March 12, 2008, and published in the Journal of Proceedings of the City Council for such date at pages 22524 through 22557, the City, Purchaser, Union, Trust and Building Corp have agreed to amend the Agreement to reflect an updated time frame for starting and completing the Improvements, and to release the Trust from the Agreement; and

L. Now therefore, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## AGREEMENTS

1. **Incorporation of Recitals.** The recitals set forth above represent the agreements of the parties, constitute an integral part of this Second Amendment, and are incorporated herein

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by reference.

2. **Conflict.** In case of a conflict between the terms and conditions of the First Amended Agreement and this Second Amendment, the terms and conditions of this Second Amendment shall govern and control.

3. **Release of Trust.** The City, Purchaser, Union and Building Corp hereby release the Trust from the Agreement. Each and without limitation every obligation or undertaking in the Agreement, as may be amended from time to time, to be fulfilled or performed by Purchaser is the continuing joint and several obligation or undertaking of Purchaser, Union and Building Corp.

4. **Section 5. "Project budget; Proof of Financing"** is amended and restated to read as follows.

"The Purchaser has submitted to the City a final project budget in the amount of approximately Thirteen Million Seven Hundred Sixty-Five Thousand Dollars (\$13,765,000). Within thirty (30) days following the effective date of the Second Amendment, Purchaser must submit to the City evidence of funds adequate to finance the construction of the Improvements. If the Purchaser fails to provide the City with proof of financing to the City's reasonable satisfaction, the City may declare this Agreement null and void."

5. **Section 8 "Environmental Remediation, Commencement and Completion of Improvements"** of the Agreement is amended and restated to read as follows:

"The parties acknowledge and agree that the construction of the Improvements will form an integral part of the environmental remediation necessary to obtain a No Further Remediation ("NFR") Letter from the Illinois Environmental Protection Agency ("IEPA").

The parties further acknowledge and agree that the City has obtained two (2) draft NFR Letters, which are attached hereto and made a part of this Second Amendment as Exhibit 2. Purchaser, either directly or through Building Corp, must satisfy all conditions necessary to issuance of the NFR Letters.

Purchaser has commenced construction of the Improvements. Purchaser must complete the Improvements in due course thereafter, but in no event later than July 1, 2008, unless DPD, in its sole discretion, extends that completion date up to six (6) months for good cause shown by issuing a written extension letter."

6. **Paragraphs C. and D. of Section 20 "Purchaser's Employment Obligations"** of the Agreement are amended and restated to read as follows:

"C. Purchaser's MBE/WBE Commitment. Purchaser agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the general contractor to agree, that:

- i. Consistent with the findings which support, as applicable, (i) the

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Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code of Chicago (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 20.C., during the course of all work required for the construction of the Project, at least 24% of the costs set forth in the MBE/WBE Budget contained in Exhibit 3 of the Second Amendment, which is attached hereto and incorporated by this reference, shall be expended for contract participation by minority-owned businesses and at least 4% of the costs set forth in the MBE/WBE Budget shall be expended for contract participation by women-owned businesses.

ii. For purposes of this Section 20.C. only:

(a) The Purchaser (and any party to whom a contract is let by the Purchaser in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by Purchaser in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.

(b) The term "minority-owned business" or "MBE" shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(c) The term "women-owned business" or "WBE" shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

iii. Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Purchaser's MBE/WBE commitment may be achieved in part by the Purchaser's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Purchaser) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture, or (ii) the amount of any actual work performed on the Project by the MBE or WBE); by the

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Purchaser utilizing a MBE or a WBE as the general contractor (but only to the extent of any actual work performed on the Project by the general contractor); by subcontracting or causing the general contractor to subcontract a portion of the construction of the Project to one or more MBEs or WBEs; by the purchase of materials or services used in the construction of the Project from one or more MBEs or WBEs; or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Purchaser's MBE/WBE commitment as described in this Section 20.C. In accordance with Section 2-92-730, Municipal Code of Chicago, the Purchaser shall not substitute any MBE or WBE general contractor or subcontractor without the prior written approval of the City's Department of Housing.

The Purchaser shall deliver quarterly reports to the City's monitoring staff during the construction of the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, *inter alia*, the name and business address of each MBE and WBE solicited by the Purchaser or the general contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the construction of the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining the Purchaser's compliance with this MBE/WBE commitment. The Purchaser shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the construction of the Project for at least five (5) years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by the Purchaser, on prior notice of at least five (5) business days, to allow the City to review the Purchaser's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the construction of the Project.

- v. Upon the disqualification of any MBE or WBE general contractor or subcontractor, if the disqualified party misrepresented such status, the Purchaser shall be obligated to discharge or cause to be discharged the disqualified general contractor or subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection v., the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.
- vi. Any reduction or waiver of the Purchaser's MBE/WBE commitment as described in this Section 20 shall be undertaken in accordance



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with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

D. Pre-construction meeting. Not later than fourteen (14) days following the Second Amendment Execution Date, Purchaser and Purchaser's general contractor (if any) and all major subcontractors shall meet with the City's Department of Housing monitoring staff regarding compliance with all Section 20 requirements. During this pre-construction meeting, Purchaser shall present its plan to achieve its obligations under this Section 20, the sufficiency of which is subject to the City's monitoring staff's reasonable approval. Purchaser's failure to obtain such approval is an Event of Default."

7. **Sections 32 through 35.** The Agreement is amended to include Sections 32 through 34, which read as follows:

**"Section 32. Business Relationships.** Purchaser acknowledges (a) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (b) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. Purchaser hereby represents and warrants that no violation of Section 2-145-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

**Section 33. Patriot Act Certification.** Purchaser represents and warrants that neither Purchaser nor any Affiliate (as hereafter defined) thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable Laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. As used in this Section 8.33, an "Affiliate" shall be deemed to be a person or entity related to Purchaser that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Purchaser, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or

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in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

**Section 34. Waste Sections.** In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Purchaser warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of the following sections of the Municipal Code of Chicago (collectively, the "Waste Sections"):

- 7-28-390 Dumping on public way;
- 7-28-440 Dumping on real estate without permit;
- 11-4-1410 Disposal in waters prohibited;
- 11-4-1420 Ballast tank, bilge tank or other discharge;
- 11-4-1450 Gas manufacturing residue;
- 11-4-1500 Treatment and disposal of solid or liquid waste;
- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements; and
- 11-4-1560 Screening requirements.

During the period while this Agreement is executory, Purchaser's, general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Commissioner. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity. This section does not limit Purchaser, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect Purchaser's eligibility for future contract awards.

**Section 35. Cooperation With Office of Compliance.** In accordance with Chapter 2-26-010 et seq. of the Municipal Code of Chicago, Purchaser acknowledges that every officer, employee, department and agency of the City shall be obligated to cooperate with the Executive Director of the Office of Compliance in connection with any activities undertaken by such office with respect to this Agreement, including, without limitation, making available to the Executive Director the department's premises, equipment, personnel, books, records and papers. Purchaser agrees to abide by the provisions of Chapter 2-26-010 et seq.

**8. Exhibit D** of the Agreement is amended to include the final plans and specifications attached to this Second Amendment as Exhibit 4.

**9. Recordation.** Upon the full execution of this Second Amendment by the City and Purchaser, Purchaser shall record this Second Amendment with the Recorder. Purchaser shall pay the recording fees.

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**10. Counterparts.** This Second Amendment is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

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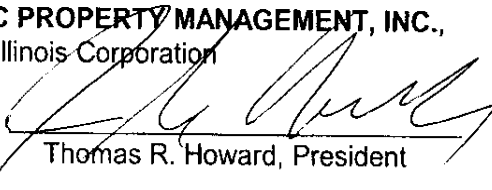
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**IN WITNESS WHEREOF**, the parties have executed this Second Amendment effective as of the day and year first set forth above.

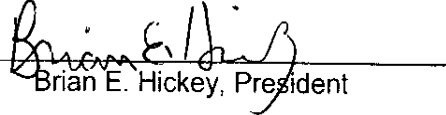
**CITY OF CHICAGO,**  
an Illinois municipal corporation

By:   
Arnold L. Randail, Commissioner  
Department of Planning and Development

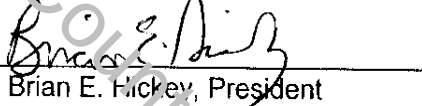
**ETC PROPERTY MANAGEMENT, INC.,**  
an Illinois Corporation

By:   
Thomas R. Howard, President

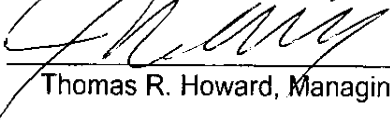
**INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 399,** an Illinois Corporation

By:   
Brian E. Hickey, President

**INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 399 BUILDING CORPORATION,** an Illinois Corporation

By:   
Brian E. Hickey, President

**AGREED TO AND ACCEPTED BY:  
INTERNATIONAL UNION OF OPERATING  
ENGINEERS LOCAL 399 EDUCATIONAL  
TRAINING FUND,** a Taft Hartley Trust Fund

By:   
Thomas R. Howard, Managing Director

This instrument was prepared by:  
Arthur S. Dolinsky  
Senior Counsel  
Real Estate and Land Use Division  
121 N. LaSalle Street, Room 600  
Chicago, Illinois 60602



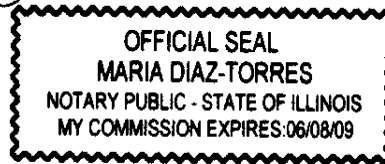
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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF C O O K )

I, Maria Diaz-Torres, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Thomas R. Howard, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that he signed and delivered the instrument as his free and voluntary act in his capacity as President of ETC Property Management, an Illinois corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this 20 day of October, 2008.

Maria Diaz Torres  
NOTARY PUBLIC

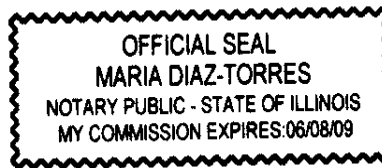


STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF C O O K )

I, Maria Diaz-Torres, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Brian E. Hickey, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that he signed and delivered the instrument as his free and voluntary act in his capacity as President of International Union of Operating Engineers Local 399, an Illinois corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this 20 day of October, 2008.

Maria Diaz Torres  
NOTARY PUBLIC



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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF C O O K )

I, Maria Diaz-Torres a Notary Public in and for said County, in the State aforesaid, do hereby certify that Thomas R. Howard, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that he signed and delivered the instrument as his free and voluntary act in his capacity as Managing Director of International Union of Operating Engineers Local 399 Educational Training Fund, an Taft Hartley Trust Fund, for the uses and purposes therein set forth.

GIVEN under my notarial seal this 20 day of October, 2008.

Maria Diaz Torres  
NOTARY PUBLIC

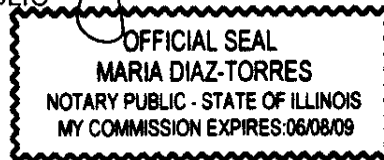


STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF C O O K )

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GIVEN under my notarial seal this 20 day of October, 2008.

Maria Diaz Torres  
NOTARY PUBLIC



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## Exhibit 1

### Legal Description

2230-48 South Grove Street, Chicago, Illinois (now known as 2240 S. Grove Street, Chicago, IL)

**former PINs:** 17-28-103-008-0000  
17-28-103-011-0000  
17-28-103-012-0000

**current PIN:** 17-28-103-013-0000

### Legal Description:

That part of lots 3 through 15, both inclusive, in Block 3 in South Branch Addition to Chicago, in Section 28, Township 39 North, Range 14 East of the Third Principal Meridian, said plat being ante-fire; described as follows:

Beginning at the intersection of the boundary line between said lots 3 and 4 with the northwesterly line of Grove Street; thence North 25 degrees 48 minutes 29 seconds East along said northwesterly line of said Grove Street 22.31 feet; thence North 63 degrees 46 minutes 24 seconds West along a line passing through the most southerly point of the most southerly pilaster of the southerly wall of a garage warehouse building on said lot 3, a distance of 227.64 feet to the easterly line of the Sanitary District of Chicago property as described in Warranty Deed recorded July 27, 1904 as Document Number 3571373, said intersection being 24 feet 4 1/4 inches north of the boundary line between said lots 3 and 4; thence South 27 degrees 20 minutes 48 seconds West along said east line and the east line of premises conveyed by Warranty Deed Recorded December 20, 1904 as Document Number 3634733, a distance of 123.42 feet; thence South 30 degrees 50 minutes 35 seconds West along said east line and the east line of premises conveyed by Warranty Deed recorded October 3, 1902 as Document Number 3302651, a distance of 506.31 feet to the southwesterly line of said lot 15; thence South 45 degrees 20 minutes 11 seconds East along said southwesterly line 257.51 feet to the southerly most corner of said lot 15; thence North 58 degrees 17 minutes 49 seconds East along the southeasterly line of said lot 15, a distance of 59.00 feet to the easterly most corner of said lot 15; thence North 25 degrees 48 minutes 29 seconds East 637.22 feet to the point of beginning, in Cook County, Illinois.

Said parcel containing 3.852 acres (167,774 square feet), more or less.

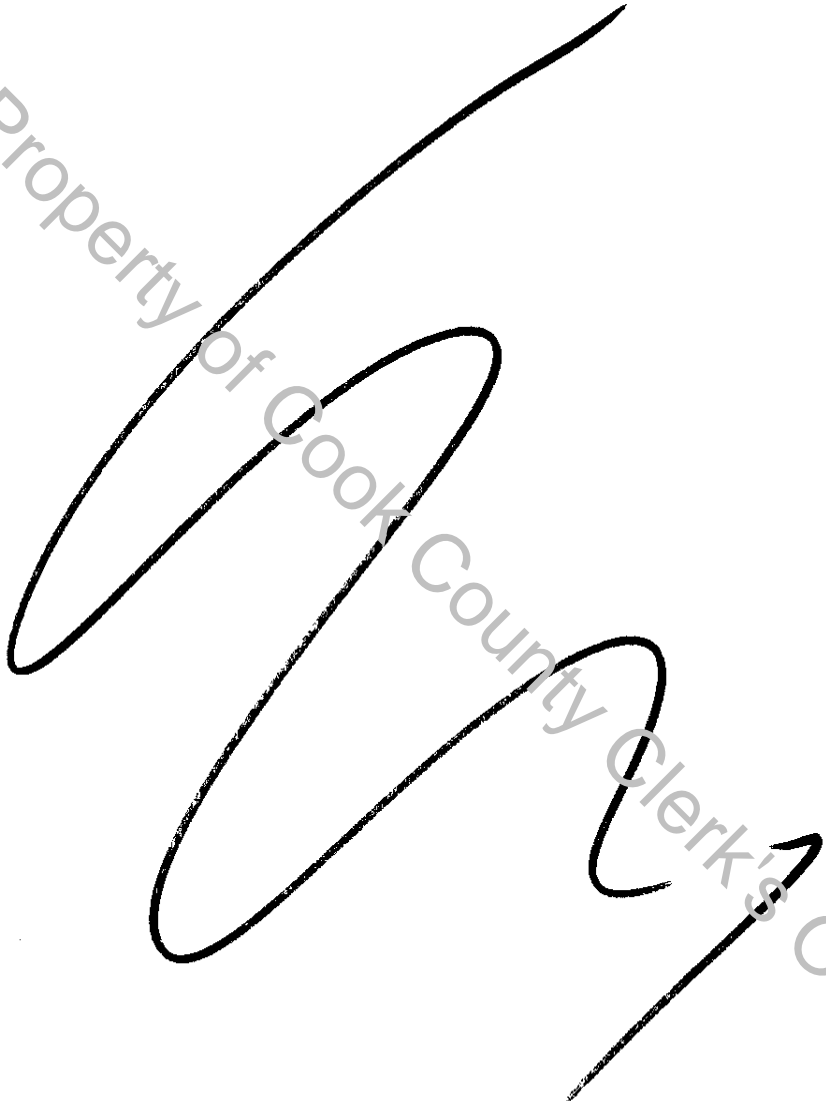
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Exhibit 2

Draft NFR Letters

[Attached]

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## ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 - (217) 782-3327  
JAMES R. TRIMBLE CENTER, 100 WEST RANDOLPH, SUITE 11-300, CHICAGO, IL 60601 - (312) 814-6026

ROD K. BLAGOJEVICH, GOVERNOR      DOUGLAS P. SCOTT, DIRECTOR

(217) 782-6761

CERTIFIED MAIL

Kimberly Worthington, P.E. LEED  
City of Chicago  
Department of Environment  
30 North LaSalle, 25th Floor  
Chicago, Illinois 60602

Re: 0116685095-Cook County  
Chicago/Fomer Cuneo Press (2201 South Grove St.)  
Site Remediation/Teck Files  
No Further Remediation Letter

Dear Ms. Worthington:

**NOTICE:** Remedial actions are not completed at this remediation site, and this draft No Further Remediation Letter does not release any person from further responsibility for remedial actions at the site in accordance with Section 58.10 of the Act. The terms and conditions contained in this draft No Further Remediation Letter are merely those proposed for inclusion in a final No Further Remediation Letter that may be issued by the Illinois Environmental Protection Agency. Until a final No Further Remediation Letter for this site is perfected as required under Illinois law (415 ILCS 58.7), the Illinois Environmental Protection Agency fully reserves its authority to take removal or remedial actions at the site in accordance with Section 4(e) of the Act and to seek recovery for remedial action costs incurred by the State of Illinois from all persons considered liable under Section 22.2(f) of the Act.

The **COMPLETION REPORT TITLE (DATE) Log No.**, as prepared by Wight and Company for the Cuneo Press property, has been reviewed by the Illinois Environmental Protection Agency ("Illinois EPA") and demonstrates that the remedial action was completed in accordance with the **Amended Remedial Objectives Report/Revised Remedial Action Plan (ROR/RAP)** (April 2005/Log No. 05/24310).

PERKINS - 4102 North Main Street, Rockford, IL 61103 - (815) 937-7760      DEERFIELD - 5511 W. Harrison St., Deerfield, IL 60016 - (847) 294-4000  
JOLIET - 532 South Street, Joliet, IL 60131 - (815) 646-3131      PEORIA - 5415 N. University St., Peoria, IL 61614 - (309) 693-5463  
BUREAU OF LAND - PEORIA - 7500 N. University St., Peoria, IL 61614 - (309) 691-3462      CHAMPAIGN - 2125 South First Street, Champaign, IL 61820 - (217) 278-5800  
MADISON - 4500 S. Fifth Street Rd., Springfield, IL 62796 - (217) 766-6292      COLLIERSVILLE - 2009 Main Street, Collinsville, IL 62234 - (618) 346-5120  
ALTON - 2409 W. Main St., Suite 116, Alton, IL 62959 - (618) 933-7200

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The Remediation Site, consisting of 0.7 acres, is located at 2201 South Grove Street, Chicago, Illinois. Pursuant to Section 58.10 of the Illinois Environmental Protection Act ("Act") (415 ILCS 5/1 et seq.), your request for a no further remediation determination is granted under the conditions and terms specified in this letter. The Remediation Applicant, as identified on the Illinois EPA's Site Remediation Program DRM-1 Form (April 2, 2002/Log No. 02-1278), is City of Chicago Department of Environment c/o David Reynolds.

This comprehensive No Further Remediation Letter ("Letter") signifies a release from further responsibilities under the Act for the performance of the approved remedial action. This Letter shall be considered prima facie evidence that the Remediation Site described in the attached Illinois EPA Site Remediation Program Environmental Notice and shown in the attached Site Base Map does not constitute a threat to human health and the environment and does not require further remediation under the Act if utilized in accordance with the terms of this Letter.

### Conditions and Terms of Approval

#### Level of Remediation and Land Use Limitations

- 1) The Remediation Site is restricted to Industrial/Commercial land use.
- 2) The land use specified in this Letter may be revised if:
  - a) Further investigation or remedial action has been conducted that documents the attainment of objectives appropriate for the new land use; and
  - b) A new Letter is obtained and recorded in accordance with Title XVII of the Act and regulations adopted thereunder.

#### Preventive, Engineering, and Institutional Controls

- 3) The implementation and maintenance of the following controls are required as part of the approval of the remediation objectives for this Remediation Site.

#### Preventive Controls:

- 4) At a minimum, a safety plan should be developed to address possible worker exposure in the event that any future excavation and construction activities may occur within the contaminated soil. Contaminated soils are located below the designated engineered barriers (concrete sidewalks, asphalt parking lot, building and three feet of clean soil in green spaces) identified on the attached site base map. Any excavation within the contaminated soil will require implementation of a safety plan consistent with NIOSH Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities, OSHA regulations (particularly in 29 CFR 1910 and 1926), state and local regulations, and other USEPA guidance. Soil excavated below the designated engineered barriers must be returned to the same depth from which it was excavated or properly managed or disposed in accordance with applicable state and federal regulations.

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## Engineering Controls:

- 5) The asphalt barrier, as shown in the attached Site Base Map, must remain over the contaminated soils. This asphalt barrier must be properly maintained as an engineered barrier to inhibit ingestion of the contaminated media.
- 6) The clean soil barrier, which is comprised of a minimum of 3 feet of clean soil covering the area shown in the attached Site Base Map, must remain over the contaminated soils. This clean soil barrier must be properly maintained as an engineered barrier to inhibit ingestion of the contaminated media.
- 7) The concrete cap barrier, as shown in the attached Site Base Map, must remain over the contaminated soils. This concrete cap barrier must be properly maintained as an engineered barrier to inhibit ingestion of the contaminated media.

## Institutional Controls:

- 8) Section 11-8-390 of the Municipal Code of Chicago (Potable Water Wells), effectively prohibits the installation and the use of potable water supply wells and is an acceptable institutional control under the following conditions:
  - a) The Remediation Applicant shall provide written notification to the City of Chicago and to owner(s) of all properties under which groundwater contamination attributable to the Remediation Site exceeds the objectives approved by the Illinois EPA. The notification shall include:
    - i) The name and address of the local unit of government;
    - ii) The citation of Section 11-8-390
    - iii) A description of the property for which the owner is being sent notice by adequate legal description or by reference to a plat showing the boundaries;
    - iv) A statement that the ordinance restricting the groundwater use has been used by the Illinois EPA in reviewing a request for groundwater remediation objectives
    - v) A statement as to the nature of the release and response action with the name, address, and Illinois EPA inventory identification number; and
    - vi) A statement as to where more information may be obtained regarding the ordinance.
  - b) Written proof of this notification shall be submitted to the Illinois EPA within forty-five (45) days from the date of this Letter to.

Robert E. O'Hara  
 Illinois Environmental Protection Agency  
 Bureau of Land/RPMS  
 1021 North Grand Avenue East

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P. 08

Page 4

Post Office Box 19276  
Springfield, IL 62794-9276

- c) The following activities shall be grounds for voidance of the ordinance as an institutional control and this Letter:
- i) Modification of the referenced ordinance to allow potable uses of groundwater;
  - ii) Approval of a site-specific request, such as a variance, to allow use of groundwater at the Remediation Site or at the affected properties;
  - iii) Failure to provide written proof to the Illinois EPA within forty-five (45) days from the date of this Letter of written notification to the City of Chicago and affected property owner(s) of the intent to use Section 11-8-390 of the Municipal Code of Chicago (Potable Water Wells), as an institutional control at the Remediation Site; and
  - iv) Violation of the terms and conditions of this No Further Remediation letter.

**Other Terms**

- 9) Where a groundwater ordinance is used to assure long-term protection of human health (as identified under Paragraph 9 of this Letter), the Remediation Applicant must record a copy of the groundwater ordinance adopted and administered by a unit of local government along with this Letter.
- 10) Where the Remediation Applicant is not the sole owner of the Remediation Site, the Remediation Applicant shall complete the attached *Property Owner Certification of the No Further Remediation Letter under the Site Remediation Program Form*. This certification, by original signature of each property owner, or the authorized agent of the owner(s), of the Remediation Site or any portion thereof who is not a Remediation Applicant shall be recorded along with this Letter.
- 11) Further information regarding this Remediation Site can be obtained through a written request under the Freedom of Information Act (5 ILCS 140) to:
- Illinois Environmental Protection Agency  
Attn: Freedom of Information Act Officer  
Bureau of Land-#24  
1021 North Grand Avenue East  
Post Office Box 19276  
Springfield, IL 62794-9276
- 12) Pursuant to Section 58.10(f) of the Act (415 ILCS 5/58.10(f)), should the Illinois EPA seek to void this Letter, the Illinois EPA shall provide notice to the current title holder and to the Remediation Applicant at the last known address. The notice shall specify the cause for the voidance, explain the provisions for appeal, and describe the facts in support of this cause. Specific acts or omissions that may result in the voidance of the Letter under Sections 58.10(e)(1)-(7) of the Act (415 ILCS 5/58.10(e)(1)-(7)) include, but shall not be limited to:

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- a) Any violation of institutional controls or the designated land use restrictions;
  - b) The failure to operate and maintain preventive or engineering controls or to comply with any applicable groundwater monitoring plan;
  - c) The disturbance or removal of contamination that has been left in-place in accordance with the Remedial Action Plan. Access to soil contamination may be allowed if, during and after any access, public health and the environment are protected consistent with the Remedial Action Plan;
  - d) The failure to comply with the recording requirements for this Letter;
  - e) Obtaining the Letter by fraud or misrepresentation;
  - f) Subsequent discovery of contaminants, not identified as part of the investigative or remedial activities upon which the issuance of the Letter was based, that pose a threat to human health or the environment;
  - g) The failure to pay the No Further Remediation Assessment Fee within forty-five (45) days after receiving a request for payment from the Illinois EPA;
  - h) The failure to pay in full the applicable fees under the Review and Evaluation Services Agreement within forty-five (45) days after receiving a request for payment from the Illinois EPA.
- 13) Pursuant to Section 58.10(d) of the Act, this Letter shall apply in favor of the following persons:
- a) City of Chicago, Department of Environment;
  - b) The owner and operator of the Remediation Site;
  - c) Any parent corporation or subsidiary of the owner of the Remediation Site;
  - d) Any co-owner, either by joint-tenancy, right of survivorship, or any other party sharing a relationship with the owner of the Remediation Site;
  - e) Any holder of a beneficial interest of a land trust or inter vivos trust, whether revocable or irrevocable, involving the Remediation Site;
  - f) Any mortgagee or trustee of a deed of trust of the owner of the Remediation Site or any assignee, transferee, or any successor-in-interest therein;
  - g) Any successor-in-interest of the owner of the Remediation Site;
  - h) Any transferee of the owner of the Remediation Site whether the transfer was by sale, bankruptcy proceeding, partition, dissolution of marriage, settlement or adjudication of any civil action, charitable gift, or bequest;

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- i) Any heir or devisee of the owner of the Remediation Site;
- j) Any financial institution, as that term is defined in Section 2 of the Illinois Banking Act and to include the Illinois Housing Development Authority, that has acquired the ownership, operation, management, or control of the Remediation Site through foreclosure or under the terms of a security interest held by the financial institution, under the terms of an extension of credit made by the financial institution, or any successor-in-interest thereto; or
- k) In the case of a fiduciary (other than a land trustee), the estate, trust estate, or other interest in property held in a fiduciary capacity, and a trustee, executor, administrator, guardian, receiver, conservator, or other person who holds the remediated site in a fiduciary capacity, or a transferee of such party.
- 14) This letter, including all attachments, must be recorded as a single instrument within forty-five (45) days of receipt in the Office of the Recorder of Cook County. For recording purposes, the Illinois EPA Site Remediation Program Environmental Notice attached to this Letter shall be the first page of the instrument filed. This Letter shall not be effective until officially recorded by the Office of the Recorder of Cook County in accordance with Illinois law so that it forms a permanent part of the chain of title for the Cuneo Press property.
- 15) Within thirty (30) days of this Letter being recorded by the Office of the Recorder of Cook County, a certified copy of this Letter, as recorded, shall be obtained and submitted to the Illinois EPA to:

Robert E. O'Hara  
 Illinois Environmental Protection Agency  
 Bureau of Land/RPMS  
 1021 North Grand Avenue East  
 Post Office Box 19276  
 Springfield, IL 62794-9276

- 16) In accordance with Section 58.10(a) of the Act, a No Further Remediation Assessment Fee based on the costs incurred for the Remediation Site by the Illinois EPA for review and evaluation services will be applied in addition to the fees applicable under the Review and Evaluation Services Agreement. Request for payment of the No Further Remediation Assessment Fee will be included with the billing statement.

If you have any questions regarding this correspondence, you may contact the Illinois EPA project manager, Andrew Friedrich at 217-785-8724.

Sincerely,

Joyce Mizur, P.E., Manager  
 Remedial Project Management Section  
 Division of Remediation Management  
 Bureau of Land



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Attachments: Illinois RPA Site Remediation Program Environmental Notice  
Site Base Map  
Property Owner Certification of No Further Remediation Letter under the Site  
Remediation Program Form

cc: International Union of Operating Engineers, Local 399  
763 West Jackson Boulevard  
Chicago, Illinois 60661

Wright & Company  
2500 North Frontage Road,  
Darien, Illinois 60561

Commissioner  
Chicago Department of Environment  
25<sup>th</sup> Floor  
30 North LaSalle Street  
Chicago, Illinois 60602-2575

cc: Records Unit  
Bob O'Hara  
Rick Lucas

**UNOFFICIAL COPY****PREPARED BY:**

Name: Kimberly Worthington, P.E. LEED  
City of Chicago  
Department of Environment

Address: 30 North LaSalle, 25th Floor  
Chicago, Illinois 60602

**RETURN TO:**

Name: Kimberly Worthington, P.E. LEED  
City of Chicago  
Department of Environment

Address: 30 North LaSalle, 25th Floor  
Chicago, Illinois 60602

**THE ABOVE SPACE FOR RECORDER'S OFFICE**

This Governmental No Further Remediation Letter must be submitted by the remediation applicant within 45 days of its receipt, to the Office of the Recorder of Cook County.

Illinois State EPA Number: 0316685095

City of Chicago Department of Environment, the Remediation Applicant, whose address is 30 North LaSalle, 25th Floor, Chicago, Illinois 60602, has performed investigative and/or remedial activities for the remediation site depicted on the attached Site Base Map and identified by the following:

1. Legal description Showing the Boundaries: THAT PART OF LOTS 14 AND 15, BOTH INCLUSIVE, IN SOUTH BRANCH ADDITION TO CHICAGO, IN SECTION 28, TO WISHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PLAT BEING ANTE-FIRE, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE BOUNDARY LINE BETWEEN SAID LOTS 3 AND 4 WITH THE NORTHWESTERLY LINE OF GROVE STREET; THENCE NORTH 25 DEGREES 48 MINUTES 29 SECONDS EAST, ALONG SAID NORTHWESTERLY LINE OF SAID GROVE STREET, A DISTANCE OF 22.31 FEET; THENCE NORTH 63 DEGREES 46 MINUTES 24 SECONDS WEST ALONG A LINE PASSING THROUGH THE MOST SOUTHERLY POINT OF THE MOST SOUTHERLY PILASTER OF THE SOUTHERLY WALL OF A GARAGE WAREHOUSE BUILDING OF SAID LOT 3, A DISTANCE OF 227.64 FEET, TO THE EASTERLY LINE OF THE SANITARY DISTRICT OF CHICAGO PROPERTY, AS DESCRIBED IN WARRANTY DEED RECORDED JULY 24, 1904, AS DOCUMENT NUMBER 3571373, SAID INTERSECTION BEING 24 FEET 4 1/2 INCHES NORTH OF THE BOUNDARY LINE BETWEEN SAID LOTS 3 AND 4; THENCE SOUTH 27 DEGREES 20 MINUTES 48 SECONDS WEST, ALONG SAID EAST LINE AND THE EAST LINE OF PREMISES CONVEYED BY WARRANTY DEED RECORDED DECEMBER 20, 1904, AS DOCUMENT NUMBER 3634753, A DISTANCE OF 123.42 FEET; THENCE SOUTH 30 DEGREES 50 MINUTES 33 SECONDS WEST, ALONG SAID EAST LINE AND THE EAST LINE OF PREMISES CONVEYED BY WARRANTY DEED RECORDED OCTOBER 3, 1902, AS DOCUMENT NUMBER 3302651, A DISTANCE OF 405.86 FEET, MORE OR LESS, TO THE

(Illinois EPA Site Remediation Program Environmental Notice)

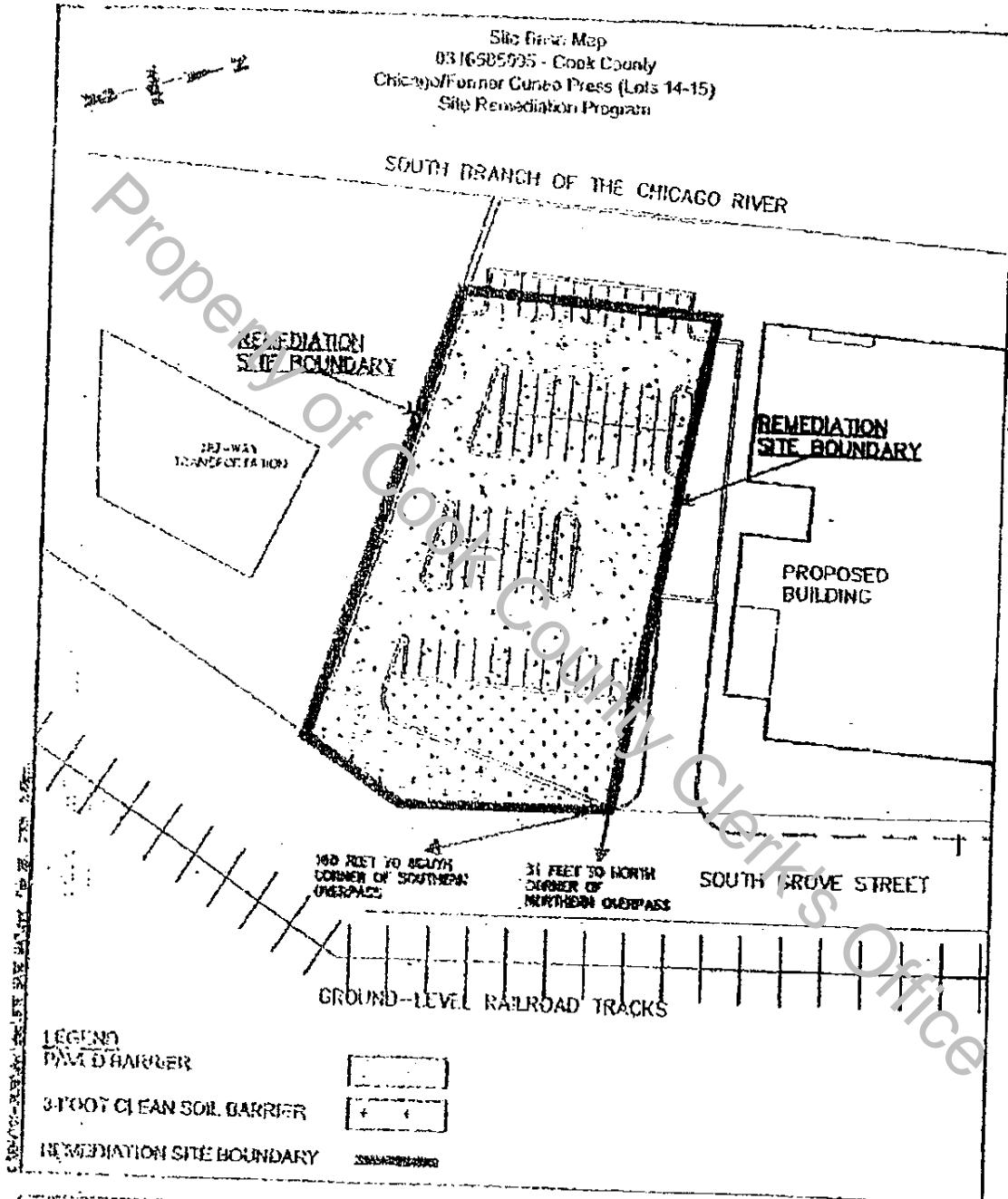
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SOUTHWESTERLY LINE OF SAID LOT 13, AND THE POINT OF BEGINNING; THENCE SOUTH 30 DEGREES 50 MINUTES 35 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 100.45 FEET, MORE OR LESS, TO THE SOUTHWESTERLY LINE OF SAID LOT 15; THENCE SOUTH 45 DEGREES 20 MINUTES 11 SECONDS EAST, ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 257.51 FEET, TO THE SOUTHERLY MOST CORNER OF SAID LOT 15; THENCE NORTH 58 DEGREES 17 MINUTES 49 SECONDS EAST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 15, A DISTANCE OF 59.00 FEET, TO THE EASTERLY MOST CORNER OF SAID LOT 15; THENCE NORTH 25 DEGREES 48 MINUTES 29 SECONDS EAST, A DISTANCE OF 77.64 FEET, MORE OR LESS, TO THE NORTHEASTERLY LINE OF SAID LOT 14; THENCE NORTHWESTERLY, ALONG SAID NORTHEASTERLY LINE OF LOT 14, A DISTANCE OF 272.36 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

2. Location Address: 2701 South Grove Street, Chicago, Illinois
3. Parcel Index Number: 17-28-103-012-Lot 14, 17-28-103-012-Lot 15
4. Remediation Site Owner: City of Chicago Department of Environment
5. Land Use: Industrial/Commercial
6. Site Investigation: Comprehensive

See NFR letter for other terms.

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<p><b>Wight</b> Wight &amp; Company 877 Dayton Avenue Downers Grove, IL 60515 630.969.2000 EPA Film Registration: 184-000451</p>	PROJECT: CUNEO PRESS SITE (LOTS 14 & 15) 2201 S. GROVE ST.			SHEET:  1
	PROJECT NO. 01-3636	DATE: 07/09/04	BY: JWB	SCALE: 1"=60'

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## PROPERTY OWNER CERTIFICATION OF THE NFR LETTER UNDER THE SITE REMEDIATION PROGRAM

Where the Remediation Applicant (RA) is not the sole owner of the remediation site, the RA shall obtain the certification by original signature of each owner, or authorized agent of the owner(s), of the remediation site or any portion thereof who is not an EA. The property owner(s), or the duly authorized agent of the owner(s) must certify, by original signature, the statement appearing below. This certification shall be recorded in accordance with Illinois Administrative Code 740.620.

Include the full legal name, title, the company, the street address, the city, the state, the ZIP code, and the telephone number of all other property owners. Include the site name, street address, city, ZIP code, county, Illinois inventory identification number and real estate tax index/parcel index number.

A duly authorized agent means a person who is authorized by written consent or by law to act on behalf of a property owner including, but not limited to:

1. For corporations, a principal executive officer of at least the level of vice-president;
2. For a sole proprietorship or partnership, the proprietor or a general partner, respectively; and
3. For a municipality, state or other public agency, the head of the agency or ranking elected official.

For multiple property owners, attach additional sheets containing the information described above, along with a signed, dated certification for each. All property owner certifications must be recorded along with the attached NFR letter.

<b>Property Owner 1 (for action)</b>			
Owner's Name: _____			
Title: _____			
Company: _____			
Street Address: _____			
City: _____	State: _____	Zip Code: _____	Phone: _____
<b>Site Information</b>			
Site Name: _____			
Site Address: _____			
City: _____	State: _____	Zip Code: _____	County: _____
Illinois inventory identification number: _____			
Real Estate Tax Index/Parcel Index No. _____			
I hereby certify that I have reviewed the attached No Further Remediation Letter and that I accept the terms and conditions and any land use limitations set forth in the letter.			
Owner's Signature: _____		Date: _____	
SUBSCRIBED AND SWORN TO BEFORE ME			
This _____ day of _____, 20____			
Notary Public			

This form is subject to the requirements of Section 115 of the Environmental Protection Act and regulations promulgated thereunder. If the Remediation Applicant is not also the sole owner of the remediation site, this form must be completed by all owners of the remediation site and to the Site Remediation Program is available to the public except when specifically designated by the Remediation Applicant to be treated confidentially as a trade secret or other matter in accordance with the Illinois Campaign of Statistics Section 2(a) of the Environmental Protection Act, applicable Rules and Regulations of the Illinois Pollution Control Board and applicable Illinois EPA rules and guidelines.

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## ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 ~ (217) 782-3397  
JAMES R. THOMPSON CENTER, 100 WEST RANDOLPH, SUITE 11-300, CHICAGO, IL 60601 ~ (312) 814-6026

ROD R. BLAGOJEVICH, GOVERNOR      DOUGLAS P. SCOTT, DIRECTOR

(317) 762-6761

CERTIFIED MAIL

Kimberly Worthington, P.E. (LIED)  
City of Chicago  
Department of Environment  
10 North LaSalle, 25th Floor  
Chicago, Illinois 60602

Re: 0316335072-Cook County  
Chicago/Cumco Press (2242 S. Green St.)  
Site Remediation/Tech. Files  
No Further Remediation Letter

Dear Ms. Worthington:

**NOTICE:** Remedial actions are not completed at this remediation site, and this draft No Further Remediation Letter does not release any person from further responsibility for remedial actions at the site in accordance with Section 58.10 of the Act. The terms and conditions contained in this draft No Further Remediation Letter are merely those proposed for inclusion in a final No Further Remediation Letter that may be issued by the Illinois Environmental Protection Agency. Until a final No Further Remediation Letter for this site is perfected as required under Illinois law (415 ILCS 58.7), the Illinois Environmental Protection Agency fully reserves its authority to take removal or remedial actions at the site in accordance with Section 4(s) of the Act and to seek recovery for remedial action costs incurred by the State of Illinois from all persons considered liable under Section 22.2(f) of the Act.

The **COMPLETION REPORT TITLE (DATI)** (Log No.), as prepared by Wight and Company for the Cumco Press property, has been reviewed by the Illinois Environmental Protection Agency ("Illinois EPA") and demonstrates that the remedial action was completed in accordance with the **Revised Remedial Action Plan (RAP)** (July 6, 2004/Log No. 04/20988).

Rockford - 407 North Main Street, Rockford, IL 61101 - (815) 957-7760 • Des Plaines - 9511 W. Harrison St., Des Plaines, IL 60016 - (847) 224-4000  
Troy - 507 South State Street, Troy, IL 61821 - (847) 608-3111 • Peoria - 5115 N. University St., Peoria, IL 61614 - (309) 693-5463  
Burlington - 2620 E. University St., Decatur, IL 62521 - (609) 693-5462 • Champaign - 2125 South First Street, Champaign, IL 61820 - (217) 278-5000  
Springfield - 4500 S. Sixth Street, Springfield, IL 62705 - (217) 785-6592 • Carbondale - 2009 Main Street, Carbondale, IL 62214 - (618) 346-5120  
Alton - 2504 W. Main St., Suite 111, Alton, IL 62923 - (618) 993-7200

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The Remediation Site, consisting of 2.5 acres, is located at 2242 South Grove Street, Chicago, Illinois. Pursuant to Section 58.10 of the Illinois Environmental Protection Act ("Act") (415 ILCS 5/1 et seq.), your request for a no further remediation determination is granted under the conditions and terms specified in this letter. The Remediation Applicant, as identified on the Illinois EPA's Site Remediation Program DRM-1 Form (December 17, 1999/Log No. 99-2740), is City of Chicago Department of Environment c/o David Reynolds.

This comprehensive No Further Remediation Letter ("Letter") signifies a release from further responsibility under the Act for the performance of the approved remedial action. This Letter shall be considered prima facie evidence that the Remediation Site described in the attached Illinois EPA Site Remediation Program Environmental Notice and shown in the attached Site Base Map does not constitute a threat to human health and the environment and does not require further remediation under the Act if utilized in accordance with the terms of this Letter.

Conditions and Terms of ApprovalLevel of Remediation and Land Use Limitations

- 1) The Remediation Site is restricted to Residential/Commercial land use.
- 2) The land use specified in this Letter may be revised if:
  - a) Further investigation or remedial action has been conducted that documents the attainment of objectives appropriate for the new land use; and
  - b) A new Letter is obtained and recorded in accordance with Title XVII of the Act and regulations adopted thereunder.

Preventive, Engineering, and Institutional Controls

- 3) The implementation and maintenance of the following controls are required as part of the approval of the remediation objectives for this Remediation Site.

Preventive Controls:

- 4) At a minimum, a safety plan should be developed to address possible worker exposure in the event that any future excavation and construction activities may occur within the contaminated soil. Contaminated soils are located below the designated engineered barriers (concrete sidewalks, asphalt parking lot, building and three feet of clean soil in green spaces) identified on the attached site base map. Any excavation within the contaminated soil will require implementation of a safety plan consistent with NIOSH Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities, OSHA regulations (particularly in 29 CFR 1910 and 1926), state and local regulations, and other USEPA guidance. Soil excavated below the designated engineered barriers must be returned to the same depth from which it was excavated or properly managed or disposed in accordance with applicable state and federal regulations.

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## Engineering Controls:

- 5) The asphalt barrier, as shown in the attached Site Base Map, must remain over the contaminated soils. This asphalt barrier must be properly maintained as an engineered barrier to inhibit ingestion of the contaminated media.
- 6) The clean soil barrier, which is comprised of a minimum of 3 feet of clean soil covering the area shown in the attached Site Base Map, must remain over the contaminated soils. This clean soil barrier must be properly maintained as an engineered barrier to inhibit ingestion of the contaminated media.
- 7) The concrete cap barrier, as shown in the attached Site Base Map, must remain over the contaminated soils. This concrete cap barrier must be properly maintained as an engineered barrier to inhibit ingestion of the contaminated media.
- 8) The building, as shown in the attached Site Base Map, must remain over the contaminated soils. This building must be properly maintained as an engineered barrier to inhibit ingestion of the contaminated media.

## Institutional Controls:

- 9) Section 11-8-390 of the Municipal Code of Chicago (Potable Water Wells), effectively prohibits the installation and the use of potable water supply wells and is an acceptable institutional control under the following conditions:
  - a) The Remediation Applicant shall provide written notification to the City of Chicago and to owner(s) of all properties under which groundwater contamination attributable to the Remediation Site exceeds the objectives approved by the Illinois EPA. The notification shall include:
    - i) The name and address of the local unit of government;
    - ii) The citation of Section 11-8-390
    - iii) A description of the property for which the owner is being sent notice by adequate legal description or by reference to a plat showing the boundaries;
    - iv) A statement that the ordinance restricting the groundwater use has been used by the Illinois EPA in reviewing a request for groundwater remediation objectives;
    - v) A statement as to the nature of the release and response action with the name, address, and Illinois EPA inventory identification number; and
    - vi) A statement as to where more information may be obtained regarding the ordinance.
  - b) Written proof of this notification shall be submitted to the Illinois EPA within forty-five (45) days from the date of this Letter to.

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Page 4

Robert E. O'Hara  
 Illinois Environmental Protection Agency  
 Bureau of Land/RI/MS  
 1021 North Grand Avenue East  
 Post Office Box 19276  
 Springfield, IL 62794-9276

- c) The following activities shall be grounds for voidance of the ordinance as an institutional control and this Letter:
- i) Modification of the referenced ordinance to allow potable uses of groundwater;
  - ii) Approval of a site-specific request, such as a variance, to allow use of groundwater at the Remediation Site or at the affected properties;
  - iii) Failure to provide written proof to the Illinois EPA within forty-five (45) days from the date of this Letter of written notification to the City of Chicago and affected property owner(s) of the intent to use Section 11-8-390 of the Municipal Code of Chicago (Potable Water Wells), as an institutional control at the Remediation Site; and
  - iv) Violation of the terms and conditions of this No Further Remediation letter.

**Other Terms**

- 10) Where a groundwater ordinance is used to assure long-term protection of human health (as identified under Paragraph 9 of this Letter), the Remediation Applicant must record a copy of the groundwater ordinance adopted and administered by a unit of local government along with this Letter.
- 11) Where the Remediation Applicant is not the sole owner of the Remediation Site, the Remediation Applicant shall complete the attached *Property Owner Certification of the No Further Remediation Letter under the Site Remediation Program* Form. This certification, by original signature of each property owner, or the authorized agent of the owner(s), of the Remediation Site or any portion thereof who is not a Remediation Applicant shall be recorded along with this Letter.
- 12) Further information regarding this Remediation Site can be obtained through a written request under the Freedom of Information Act (5 ILCS 140) to:

Illinois Environmental Protection Agency  
 Attn: Freedom of Information Act Officer  
 Bureau of Land-#24  
 1021 North Grand Avenue East  
 Post Office Box 19276  
 Springfield, IL 62794-9276

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- 13) Pursuant to Section 58.10(f) of the Act (415 ILCS 5/58.10(f)), should the Illinois EPA seek to void this Letter, the Illinois EPA shall provide notice to the current title holder and to the Remediation Applicant at the last known address. The notice shall specify the cause for the voidance, explain the provisions for appeal, and describe the facts in support of this cause. Specific acts or omissions that may result in the voidance of the Letter under Sections 58.10(e)(1)-(7) of the Act (415 ILCS 5/58.10(e)(1)-(7)) include, but shall not be limited to:
- a) Any violation of institutional controls or the designated land use restrictions;
  - b) The failure to operate and maintain preventive or engineering controls or to comply with any applicable groundwater monitoring plan;
  - c) The disturbance or removal of contamination that has been left in-place in accordance with the Remedial Action Plan. Access to soil contamination may be allowed if, during and after any access, the health and the environment are protected consistent with the Remedial Action Plan;
  - d) The failure to comply with the recording requirements for this Letter;
  - e) Obtaining the Letter by fraud or misrepresentation;
  - f) Subsequent discovery of contaminants, not identified as part of the investigative or remedial activities upon which the issuance of the Letter was based, that pose a threat to human health or the environment;
  - g) The failure to pay the No Further Remediation Assessment Fee within forty-five (45) days after receiving a request for payment from the Illinois EPA;
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- 14) Pursuant to Section 58.10(d) of the Act, this Letter shall apply in favor of the following persons:
- a) City of Chicago, Department of Environment;
  - b) The owner and operator of the Remediation Site;
  - c) Any parent corporation or subsidiary of the owner of the Remediation Site;
  - d) Any co-owner, either by joint-tenancy, right of survivorship, or any other party sharing a relationship with the owner of the Remediation Site;
  - e) Any holder of a beneficial interest of a land trust or inter vivos trust, whether revocable or irrevocable, involving the Remediation Site;
  - f) Any mortgagee or trustee of a deed of trust of the owner of the Remediation Site or any assignee, transferee, or any successor-in-interest thereto;

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- g) Any successor-in-interest of the owner of the Remediation Site;
- h) Any transferee of the owner of the Remediation Site whether the transfer was by sale, bankruptcy proceeding, partition, dissolution of marriage, settlement or adjudication of any civil action, charitable gift, or bequest;
- i) Any heir or devisee of the owner of the Remediation Site;
- j) Any financial institution, as that term is defined in Section 2 of the Illinois Banking Act and to include the Illinois Housing Development Authority, that has acquired the ownership, operation, management, or control of the Remediation Site through foreclosure or under the terms of a security interest held by the financial institution, under the terms of an extension of credit made by the financial institution, or any successor-in-interest thereto; or
- k) In the case of a fiduciary (other than a land trustee), the estate, trust estate, or other interest in property held in a fiduciary capacity, and a trustee, executor, administrator, guardian, receiver, conservator, or other person who holds the remediated site in a fiduciary capacity, or a transferee of such party.
- 15) This letter, including all attachments, must be recorded as a single instrument within forty-five (45) days of receipt with the Office of the Recorder of Cook County. **For recording purposes, the Illinois EPA Site Remediation Program Environmental Notice attached to this letter should be the first page of the instrument filed.** This Letter shall not be effective until officially recorded by the Office of the Recorder of Cook County in accordance with Illinois law so that it forms a permanent part of the chain of title for the Cunco Press property.
- 16) Within thirty (30) days of this Letter being recorded by the Office of the Recorder of Cook County, a certified copy of this Letter, as recorded, shall be obtained and submitted to the Illinois EPA to:
- Robert E. O'Hara  
Illinois Environmental Protection Agency  
Bureau of Land/REMS  
1021 North Grand Avenue East  
Post Office Box 19276  
Springfield, IL 62794-9276
- 17) In accordance with Section 58.10(g) of the Act, a No Further Remediation Assessment Fee based on the costs incurred for the Remediation Site by the Illinois EPA for review and evaluation services will be applied in addition to the fees applicable under the Review and Evaluation Services Agreement. Request for payment of the No Further Remediation Assessment Fee will be included with the billing statement.

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If you have any questions regarding this correspondence, you may contact the Illinois EPA project manager, Andrew Friedrich at 217-785-8724.

Sincerely,

Joyce Munn, P.E., Manager  
Remedial Project Management Section  
Division of Remediation Management  
Bureau of Land

Attachments: Illinois EPA Site Remediation Program Environmental Notice  
Site Risk Map  
Property Owner Certification of No Further Remediation Letter under the Site  
Remediation Program Form

cc: International Union of Operating Engineers, Local 399  
763 West Jackson Boulevard  
Chicago, Illinois 60661

Wipfl & Company  
814 Ogden Avenue  
Downers Grove, IL 60515

Commissioner  
Chicago Department of Environment  
25<sup>th</sup> Floor  
30 North LaSalle Street  
Chicago, Illinois 60602-2575

cc: Records Unit  
Bob O'Hara  
Ginger Miller  
Rick Lucas



**UNOFFICIAL COPY**

## PREPARED BY:

Name: Kimberly Worthington, P.E. LEED  
City of Chicago  
Department of Environment

Address: 30 North LaSalle, 25th Floor  
Chicago, Illinois 60602

## RETURN TO:

Name: Kimberly Worthington, P.E. LEED  
City of Chicago  
Department of Environment

Address: 30 North LaSalle, 25th Floor  
Chicago, Illinois 60602

## THE ABOVE SPACE FOR RECORDER'S OFFICE

This Environmental No Further Remediation Letter must be submitted by the remediation applicant within 45 days of its receipt, to the Office of the Recorder of Cook County.

Illinois State IDPA Number: 0316335072

City of Chicago Department of Environment, the Remediation Applicant, whose address is 30 North LaSalle, 25th Floor Chicago, Illinois 60602, has performed investigative and/or remedial activities for the remediation site depicted on the attached Site Base Map and identified by the following:

1. Legal description or Reference to a Plat Showing the Boundaries: THAT PART OF LOTS 3 THROUGH 13, BOTH INCLUSIVE, IN SOUTH BRANCH ADDITION TO CHICAGO, IN SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PLAT BEING ANTI-FIRE, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE BOUNDARY LINE BETWEEN SAID LOTS 3 AND 4 WITH THE NORTHWESTERLY LINE OF GROVE STREET; THENCE NORTH 25 DEGREES 45 MINUTES 29 SECONDS EAST, ALONG SAID NORTHWESTERLY LINE OF SAID GROVE STREET, A DISTANCE OF 22.31 FEET; THENCE NORTH 63 DEGREES 46 MINUTES 24 SECONDS WEST ALONG A LINE PASSING THROUGH THE MOST SOUTHERLY POINT OF THE MOST SOUTHERLY PLASTER OF THE SOUTHERLY WALL OF A GARAGE WAREHOUSE BUILDING OF SAID LOT 3, A DISTANCE OF 227.64 FEET, TO THE EASTERLY LINE OF THE SANITARY DISTRICT OF CHICAGO PROPERTY, AS DESCRIBED IN WARRANTY DEED RECORDED JULY 24, 1904, AS DOCUMENT NUMBER 3571373, SAID INTERSECTION BEING 24 FEET 4 1/4 INCHES NORTH OF THE BOUNDARY LINE BETWEEN SAID LOTS 3 AND 4; THENCE SOUTH 27 DEGREES 20 MINUTES 48 SECONDS WEST, ALONG SAID EAST LINE AND THE EAST LINE OF PREMISES CONVEYED BY WARRANTY DEED RECORDED DECEMBER 20, 1904, AS DOCUMENT NUMBER 3614733, A DISTANCE OF 123.42 FEET; THENCE SOUTH 30 DEGREES 50 MINUTES 35 SECONDS WEST, ALONG SAID EAST LINE AND THE EAST LINE OF PREMISES CONVEYED BY WARRANTY DEED RECORDED OCTOBER 3, 1902, AS DOCUMENT NUMBER 3302651, A DISTANCE OF 405.86 FEET, MORE OR LESS, TO THE

(Illinois EPA Site Remediation Program Environmental Notice)



# UNOFFICIAL COPY

## PROPERTY OWNER CERTIFICATION OF THE NFR LETTER UNDER THE SITE REMEDIATION PROGRAM

Where the Remediation Applicant (RA) is not the sole owner of the remediation site, the RA shall obtain the certification by original signature of each owner, or authorized agent of the owner(s), of the remediation site or any portion thereof who is not an RA. The property owner(s), or the duly authorized agent of the owner(s) must certify, by original signature, the statement appearing below. This certification shall be recorded in accordance with Illinois Administrative Code 740.620.

Include the full legal name, title, the company, the street address, the city, the state, the ZIP code, and the telephone number of all other property owners. Include the site name, street address, city, ZIP code, county, Illinois inventory identification number and real estate tax index/parcel index number.

A duly authorized agent means a person who is authorized by written consent or by law to act on behalf of a property owner including, but not limited to:

1. For corporations, a principal executive officer of at least the level of vice-president;
2. For a sole proprietorship or partnership, the proprietor or a general partner, respectively; and
3. For a municipality, state or other public agency, the head of the agency or ranking elected official.

For multiple property owners, attach additional sheets containing the information described above, along with a signed, dated certification for each. All property owner certifications must be recorded along with the attached NFR letter.

Property Owner Information	
Owner's Name:	_____
Title:	_____
Company:	_____
Street Address:	_____
City:	_____ State: _____ Zip Code: _____ Telephone: _____
Site Information	
Site Name:	_____
Site Address:	_____
City:	_____ State: _____ Zip Code: _____ County: _____
Illinois inventory identification number:	_____
Real Estate Tax Index/Parcel Index No.:	_____
<p>I hereby certify that I have reviewed the attached No Further Remediation Letter and that I accept the terms and conditions and any land use limitations set forth in the letter.</p>	
Owner's Signature:	_____ Date: _____
<p>SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____, 20____</p>	
Notary Public	

The Illinois EPA Form number is to require the information under Sections 115 ILCS 5/5A - 59.12 of the Environmental Protection Act and regulations promulgated thereunder. If the Remediation Applicant is not also the sole owner of the remediation site, this form must be completed by all owners of the remediation site and filed with the NFR letter. Failure to do so may void the NFR letter. This form has been approved by the Hazard Management Center. All information submitted to the Hazard Management Center is available to the public except where specifically designated by the Remediation Applicant to be treated confidentially as a trade secret or other privileged information with the Illinois Compiled Statutes, Sections 115 ILCS 5/5A - 59.12 of the Environmental Protection Act, applicable Rules and Regulations of the Illinois Pollution Control Board and applicable Illinois EPA rules and guidelines.

# UNOFFICIAL COPY

Exhibit 3

MBE/WBE Budget

[Attached]

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

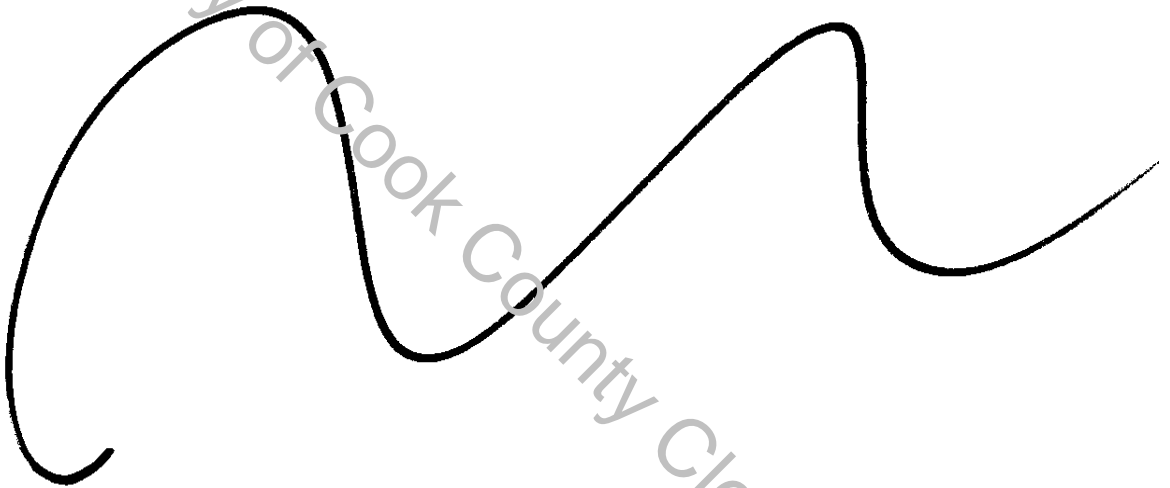
Exhibit 4

Final Plans and Specifications

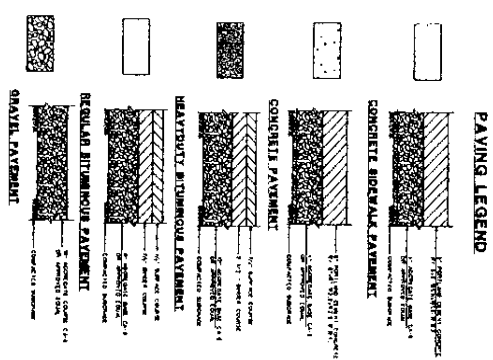
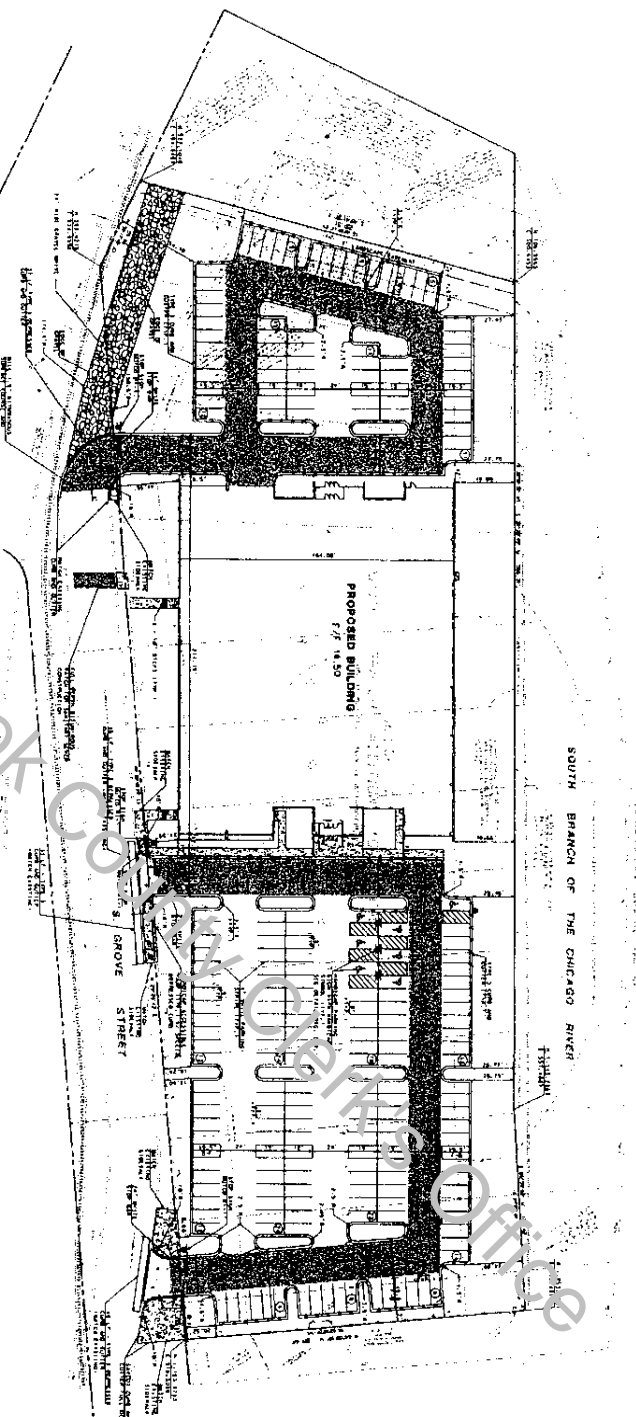
[Attached]

Note: For recording purposes, the attachment contains selected pages from the Final Plans and Specifications. A complete copy of the Final Plans and Specifications may be obtained from the City's Department of Planning and Development.

Property of Cook County Clerk's Office



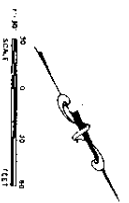
Property of Cook County



#### PARKING SUMMARY

NUMBER OF SPACES	7
TOTAL SPACES	7

1. ALL SPACES SHALL BE 8'0" BY 20'0" OR LARGER.  
2. ALL SPACES SHALL BE SURFED WITH ASPHALT OR CONCRETE.  
3. ALL SPACES SHALL BE MARKED WITH WHITE PAINT.



**LOCAL 399 TRAINING AND OFFICE CENTER**

2240 SOUTH GROVE STREET CHICAGO, ILLINOIS 60616

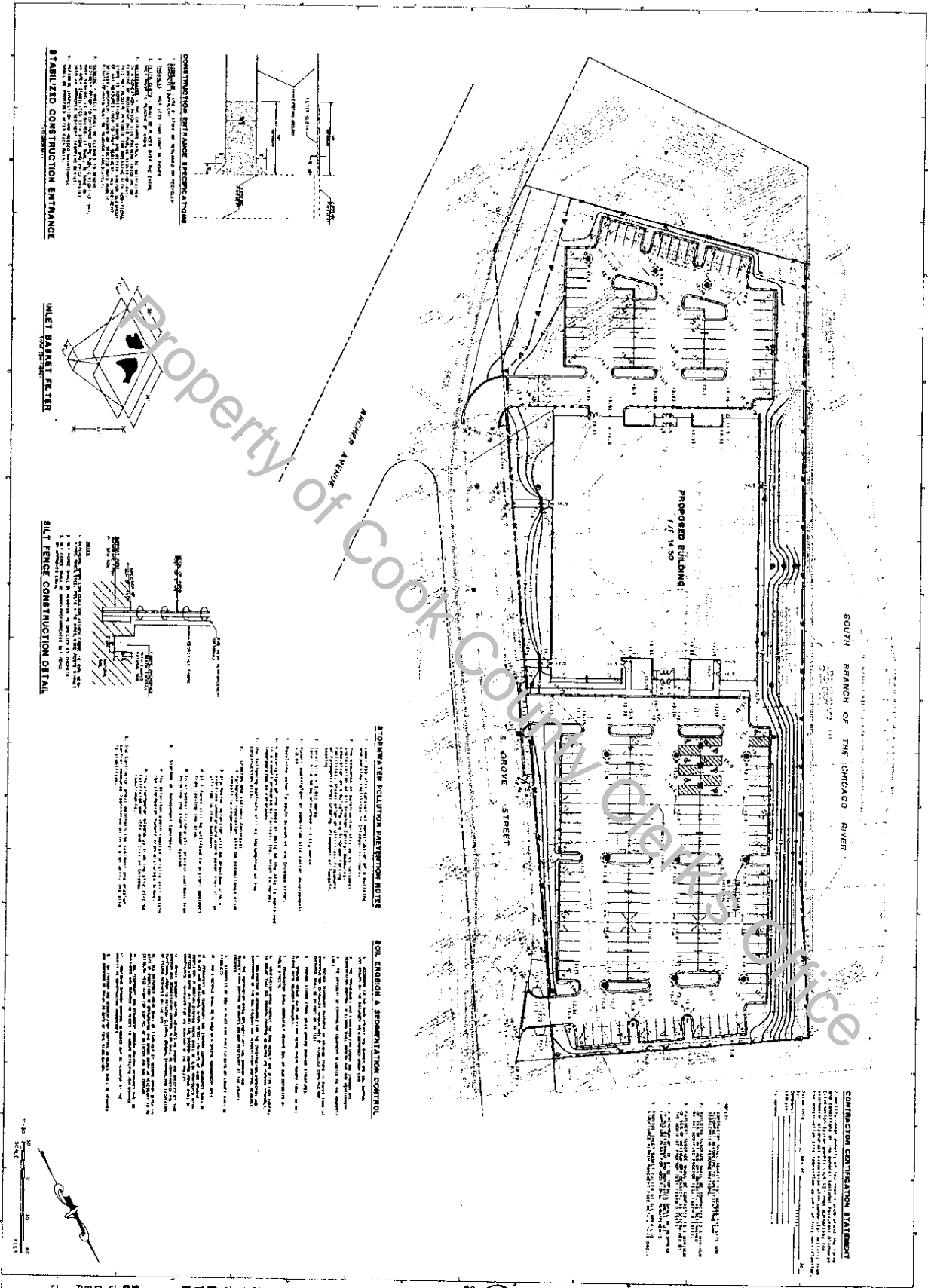
**VALERIO BEWAIT TRAIN ESTABLISHMENT**

1100 SOUTH MICHIGAN STREET CHICAGO, ILLINOIS 60605

**C-4.0**

LAYOUT AND PAVING PLAN

PROJECT NUMBER	
DATE	
DESIGNED BY	
CHECKED BY	
APPROVED BY	
SCALE	



**LOCAL 399 TRAINING AND OFFICE CENTER**

2240 SOUTH GROVE STREET CHICAGO, ILLINOIS 60616

**VALERIO DEWALT TRAIN RESOURCES, INC.**

2240 SOUTH GROVE STREET CHICAGO, ILLINOIS 60616

**05.0**

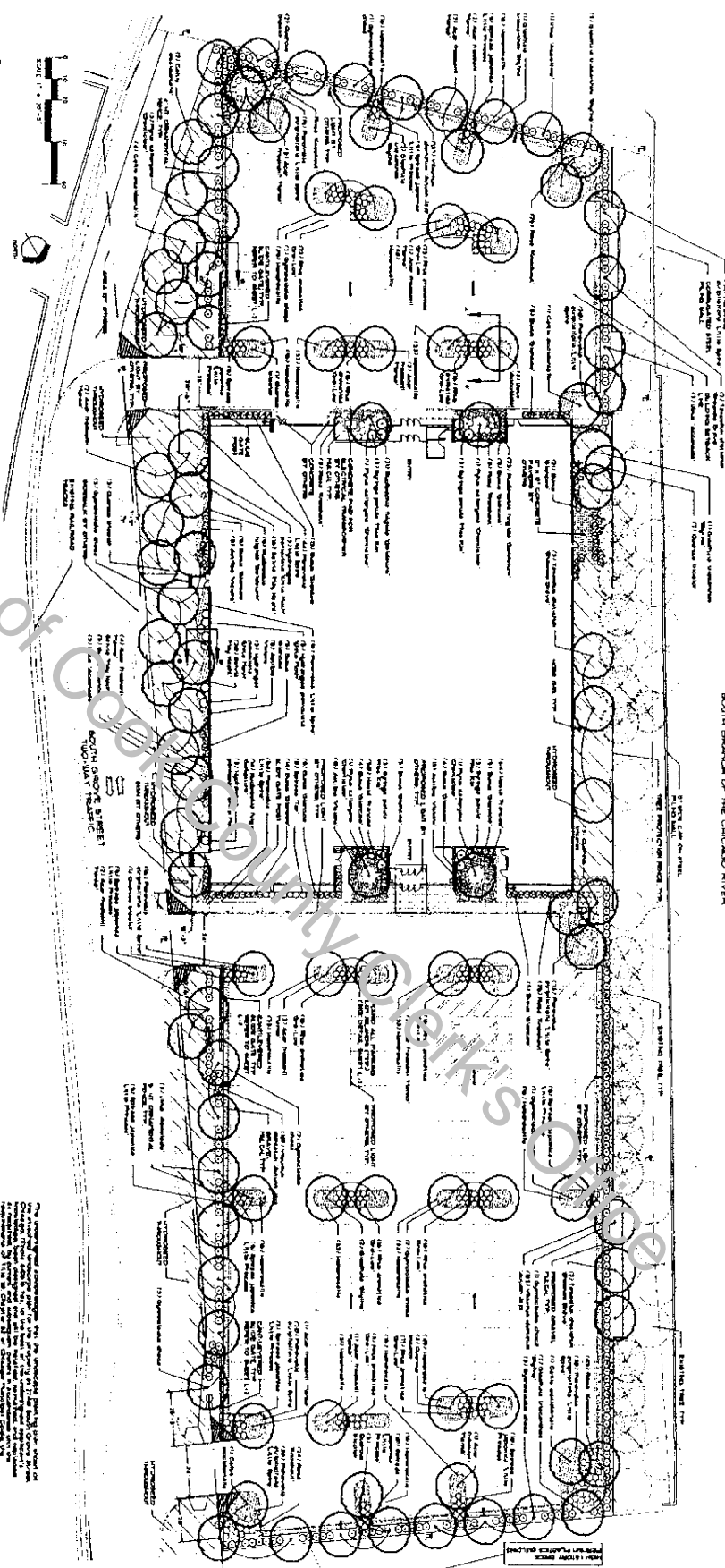
GRADING AND EROSION CONTROL PLAN

LOCAL 399 TRAINING AND OFFICE CENTER

2240 SOUTH GROVE STREET CHICAGO, ILLINOIS 60616



1. PROPOSED LANDSCAPE PLAN  
 11/13/27



PLANT	QUANTITY	LOCATION	NOTES
1.01	10	Promenade	Planting
1.02	20	Promenade	Planting
1.03	15	Promenade	Planting
1.04	10	Promenade	Planting
1.05	5	Promenade	Planting
1.06	10	Promenade	Planting
1.07	10	Promenade	Planting
1.08	10	Promenade	Planting
1.09	10	Promenade	Planting
1.10	10	Promenade	Planting
1.11	10	Promenade	Planting
1.12	10	Promenade	Planting
1.13	10	Promenade	Planting
1.14	10	Promenade	Planting
1.15	10	Promenade	Planting
1.16	10	Promenade	Planting
1.17	10	Promenade	Planting
1.18	10	Promenade	Planting
1.19	10	Promenade	Planting
1.20	10	Promenade	Planting

PLANT	QUANTITY	LOCATION	NOTES
1.21	10	Promenade	Planting
1.22	10	Promenade	Planting
1.23	10	Promenade	Planting
1.24	10	Promenade	Planting
1.25	10	Promenade	Planting
1.26	10	Promenade	Planting
1.27	10	Promenade	Planting
1.28	10	Promenade	Planting
1.29	10	Promenade	Planting
1.30	10	Promenade	Planting

THE CHICAGO LANDSCAPE CONSULTING ASSOCIATES  
 111 N. LAUREL STREET, SUITE 200  
 CHICAGO, ILLINOIS 60610  
 TEL: 312.467.1111  
 WWW.CHICAGOLANDSCAPECONSULTANTS.COM

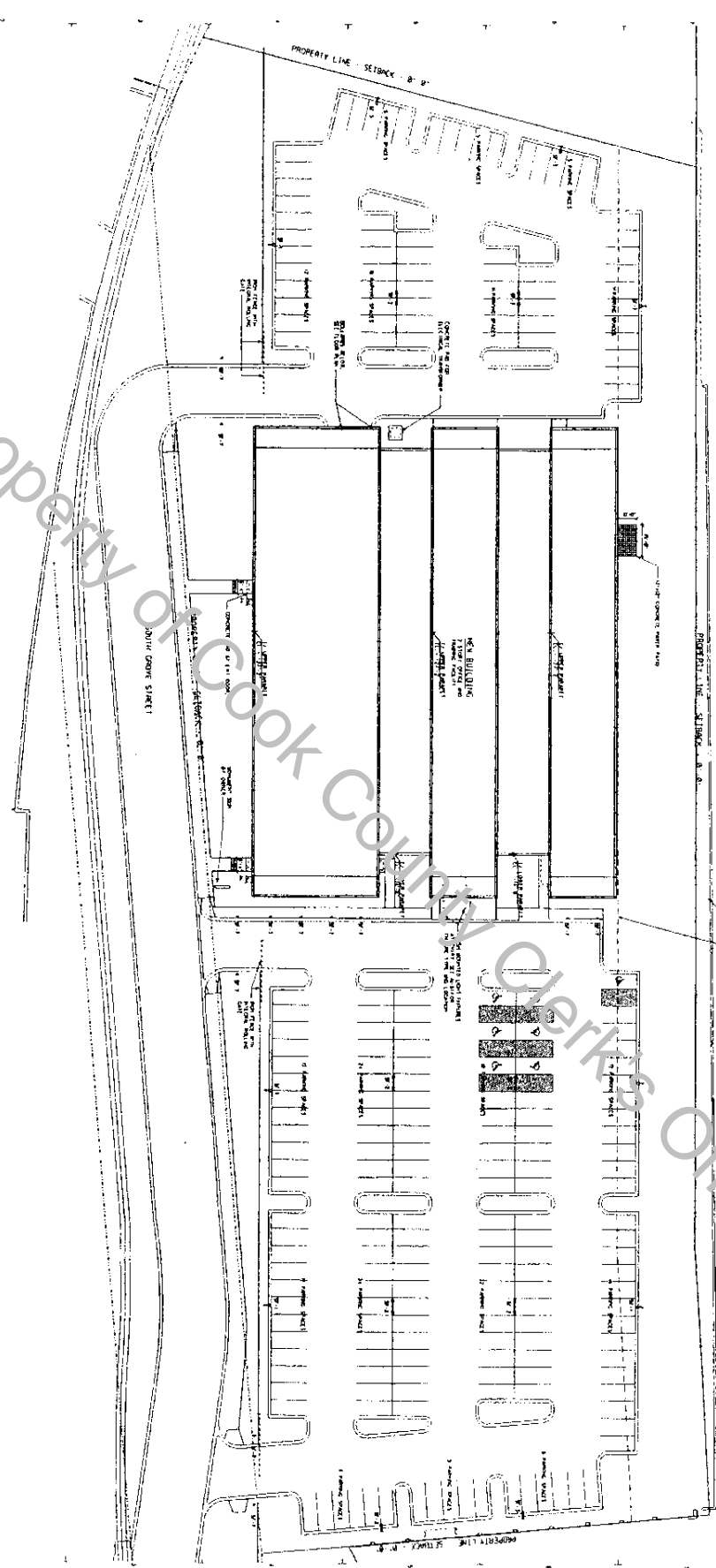
PROPERTY OWNER: CHICAGO  
 PROJECT: SOUTH BRANCH OF THE CHICAGO RIVER  
 DATE: 11/13/27  
 SCALE: 1" = 10'

DESIGNED BY: JACOBUS RYAN ASSOCIATES  
 LANDSCAPE ARCHITECTS  
 111 N. LAUREL STREET, SUITE 200  
 CHICAGO, ILLINOIS 60610  
 TEL: 312.467.1111  
 WWW.JRAN.COM

**LOCAL 399 TRAINING AND OFFICE CENTER**  
 CHICAGO ILLINOIS

**VALERIO DEWALT TRAIN ASSOCIATES INC.**  
 2800 S. STATE STREET  
 CHICAGO, IL 60608  
 TEL: 312.467.1111  
 WWW.VDTRAIN.COM

1A SITE PLAN  

Property of Cook County Clerk's Office

**GENERAL NOTES**  
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.  
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 6. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

**A1-00**

**LEGAL 399  
 TRAINING AND OFFICE  
 CENTER**  
 2240 SOUTH GROVE STREET  
 CHICAGO, IL 60616  
 SITE PLAN

NO.	REVISION	DATE	BY	CHKD.
1	ISSUED FOR PERMIT	08/14/14	...	...
2	...	...	...	...
3	...	...	...	...
4	...	...	...	...
5	...	...	...	...

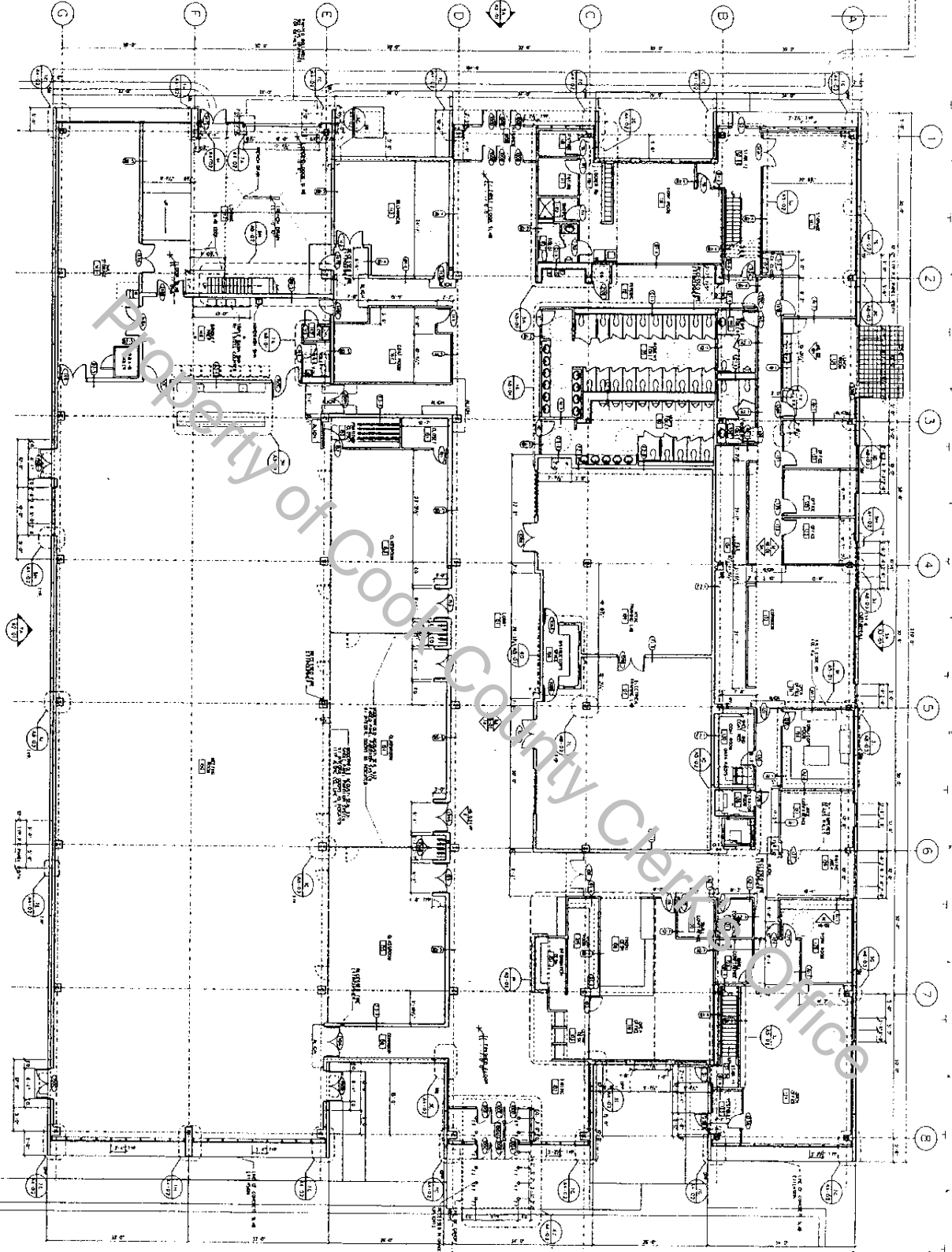
**LOCAL 399  
 TRAINING AND OFFICE CENTER**

2240 SOUTH GROVE STREET CHICAGO, ILLINOIS 60616

**VALERIO  
 DEWALT  
 TRAIN  
 ASSOCIATES INC**

2240 SOUTH GROVE STREET  
 CHICAGO, IL 60616  
 TEL: 312.467.1111  
 FAX: 312.467.1112

**I A FIRST FLOOR PLAN**



**GENERAL NOTES**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
2. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.
3. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL HEALTH DEPARTMENT.
4. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL FIRE DEPARTMENT.
5. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL POLICE DEPARTMENT.

**LOCAL 399**  
**TRAINING AND OFFICE CENTER**

7240 SOUTH GROVE STREET CHICAGO, ILLINOIS 60646

**VALERIO**  
**DEWALT**  
**TRAIN**  
**SOCIETY**

1000 N. LAKE ST. CHICAGO, IL 60642  
TEL: 312.467.1000  
WWW.VDTRAINING.COM

THIS IS TO CERTIFY THAT THE DRAWING AND THE WORK THEREON HAVE BEEN REVIEWED AND FOUND TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE LOCAL HEALTH DEPARTMENT AND THE LOCAL FIRE DEPARTMENT AND THE LOCAL POLICE DEPARTMENT.

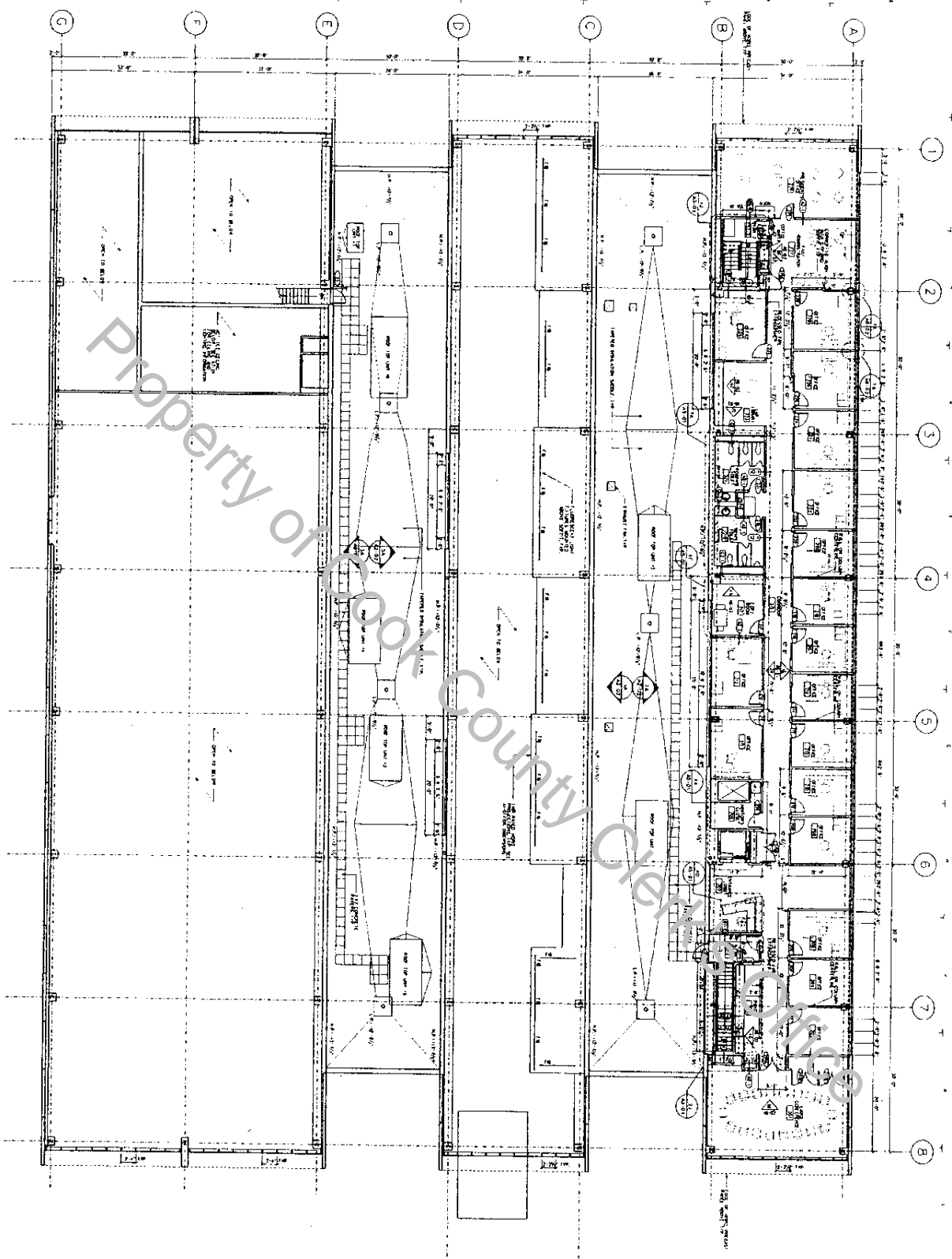
NO.	REVISION	DATE
1	ISSUED FOR PERMIT	10/15/10
2	REVISED PER COMMENTS	10/20/10
3	REVISED PER COMMENTS	10/25/10
4	REVISED PER COMMENTS	11/01/10
5	REVISED PER COMMENTS	11/05/10
6	REVISED PER COMMENTS	11/10/10
7	REVISED PER COMMENTS	11/15/10
8	REVISED PER COMMENTS	11/20/10
9	REVISED PER COMMENTS	11/25/10
10	REVISED PER COMMENTS	12/01/10

**LOCAL 399**  
**TRAINING AND OFFICE**  
**CENTER**

**2240 SOUTH GROVE STREET**  
**CHICAGO, IL 60646**

**A1-01**

**1A SECOND FLOOR PLAN**



Property of Cook County Clerk

- GENERAL NOTES**
1. SEE SHEET 1A-1 FOR PARTIAL FLOOR PLAN
  2. SEE SHEET 1A-2 FOR PARTIAL FLOOR PLAN
  3. SEE SHEET 1A-3 FOR PARTIAL FLOOR PLAN
  4. SEE SHEET 1A-4 FOR PARTIAL FLOOR PLAN
  5. SEE SHEET 1A-5 FOR PARTIAL FLOOR PLAN
  6. SEE SHEET 1A-6 FOR PARTIAL FLOOR PLAN
  7. SEE SHEET 1A-7 FOR PARTIAL FLOOR PLAN
  8. SEE SHEET 1A-8 FOR PARTIAL FLOOR PLAN
  9. SEE SHEET 1A-9 FOR PARTIAL FLOOR PLAN
  10. SEE SHEET 1A-10 FOR PARTIAL FLOOR PLAN

**LOCAL 399 TRAINING AND OFFICE CENTER**

2240 SOUTH CARGO STREET CHICAGO ILLINOIS 60616

**VALERIO DEWALT TRAIN ASSOCIATES INC**

1111 N. LAUREL STREET  
CHICAGO, IL 60610  
TEL: 312.467.1111  
WWW.VDTA.COM

NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMIT	10/15/10	J.M.
2	ISSUED FOR CONSTRUCTION	10/15/10	J.M.
3	ISSUED FOR CORRECTIONS	10/15/10	J.M.
4	ISSUED FOR CORRECTIONS	10/15/10	J.M.
5	ISSUED FOR CORRECTIONS	10/15/10	J.M.
6	ISSUED FOR CORRECTIONS	10/15/10	J.M.
7	ISSUED FOR CORRECTIONS	10/15/10	J.M.
8	ISSUED FOR CORRECTIONS	10/15/10	J.M.
9	ISSUED FOR CORRECTIONS	10/15/10	J.M.
10	ISSUED FOR CORRECTIONS	10/15/10	J.M.

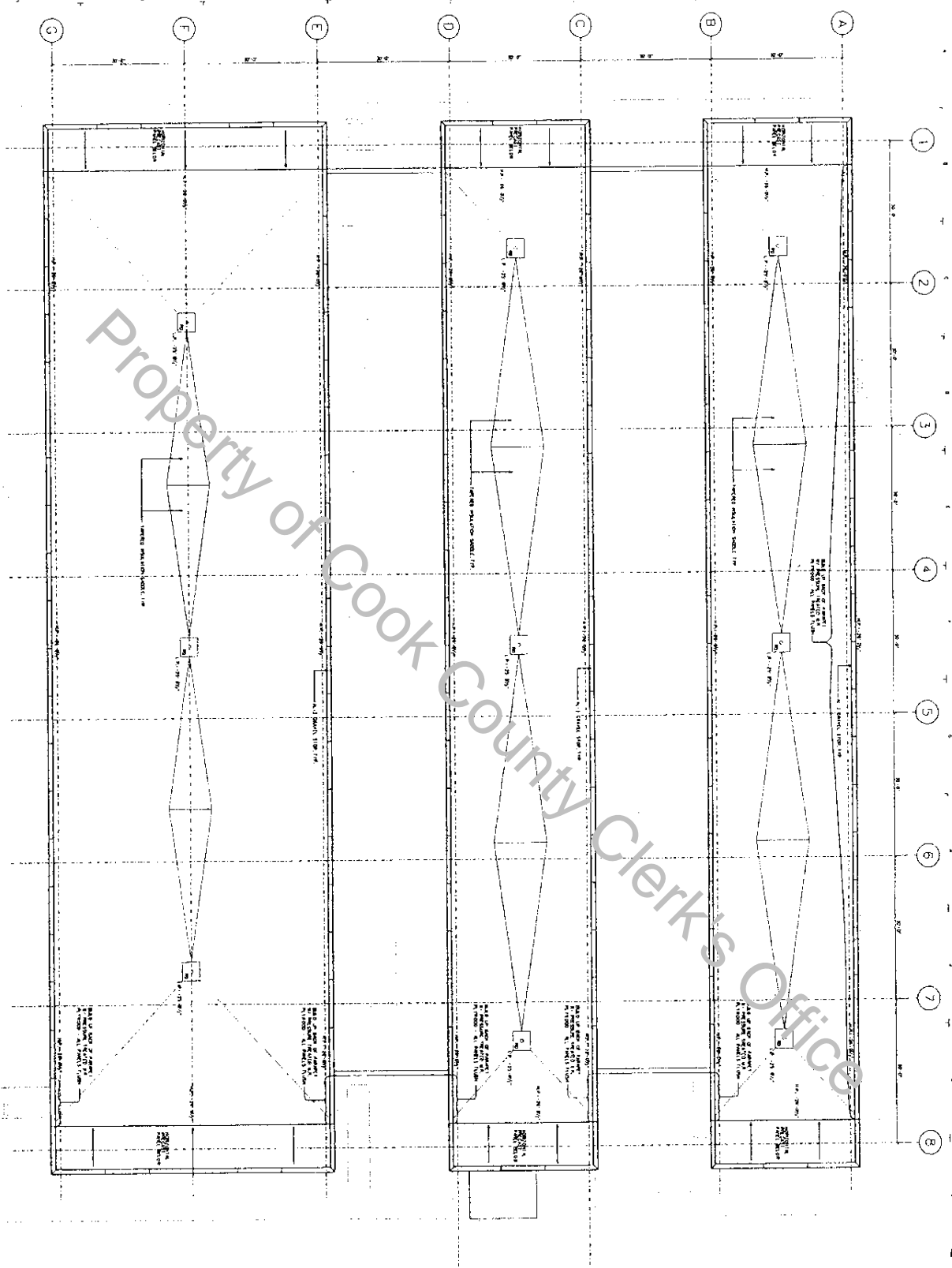
**LOCAL 399 TRAINING AND OFFICE CENTER**

2240 SOUTH CARGO STREET  
CHICAGO, IL 60616

**A1-02**

# UNOFFICIAL COPY

1A ROOF PLAN



Property of Cook County Clerk's Office

A1-03

2740 SOUTH MARSH STREET  
CHICAGO, IL 60608  
LEGAL 399  
TRAINING AND OFFICE  
CENTER

PROJECT NUMBER:  
DATE:  
DRAWN BY:  
CHECKED BY:

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	11/14/14
2	ISSUED FOR CONSTRUCTION	11/14/14
3	ISSUED FOR AS-BUILT	11/14/14
4	ISSUED FOR RECORD	11/14/14

THIS DOCUMENT IS THE PROPERTY OF VALERIO DEWALT TRAIN ASSOCIATES, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF VALERIO DEWALT TRAIN ASSOCIATES, INC.

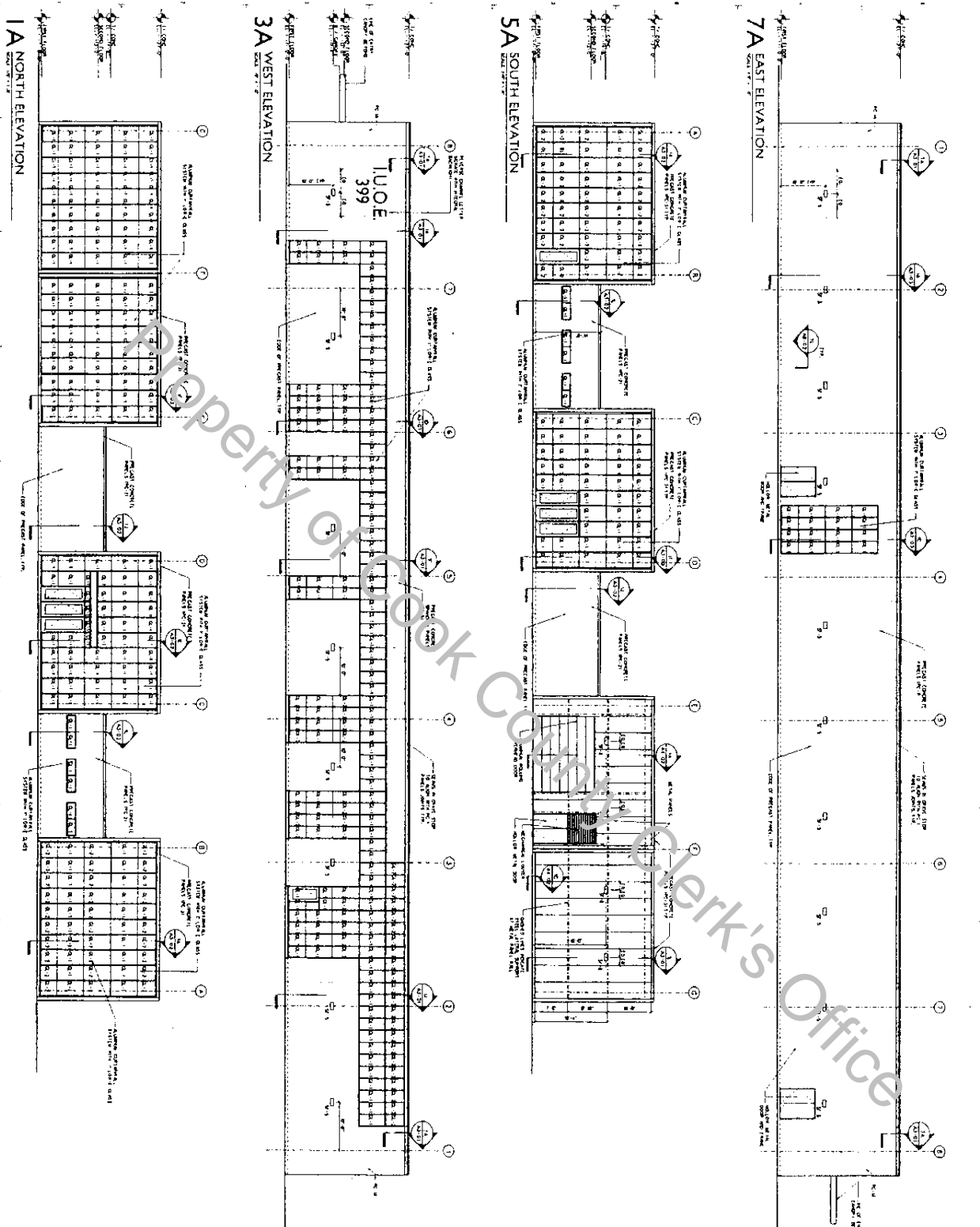
**LOCAL 399  
TRAINING AND OFFICE CENTER**

2740 SOUTH MARSH STREET CHICAGO, ILLINOIS 60608

**VALERIO  
DEWALT  
TRAIN  
ASSOCIATES, INC.**

1117 W. 127th Street  
Chicago, IL 60643  
Tel: 773.487.4400  
Fax: 773.487.4401  
www.valeriodewalt.com





**GENERAL NOTES:**

1. REFER TO ALL DRAWINGS FOR MATERIALS AND FINISHES.
2. REFER TO ALL DRAWINGS FOR DIMENSIONS AND TOLERANCES.
3. REFER TO ALL DRAWINGS FOR FINISHES AND MATERIALS.
4. REFER TO ALL DRAWINGS FOR FINISHES AND MATERIALS.
5. REFER TO ALL DRAWINGS FOR FINISHES AND MATERIALS.
6. REFER TO ALL DRAWINGS FOR FINISHES AND MATERIALS.
7. REFER TO ALL DRAWINGS FOR FINISHES AND MATERIALS.
8. REFER TO ALL DRAWINGS FOR FINISHES AND MATERIALS.
9. REFER TO ALL DRAWINGS FOR FINISHES AND MATERIALS.
10. REFER TO ALL DRAWINGS FOR FINISHES AND MATERIALS.

**LOCAL 399  
TRAINING AND OFFICE CENTER**

2240 SOUTH GROVE STREET CHICAGO, ILLINOIS 60616

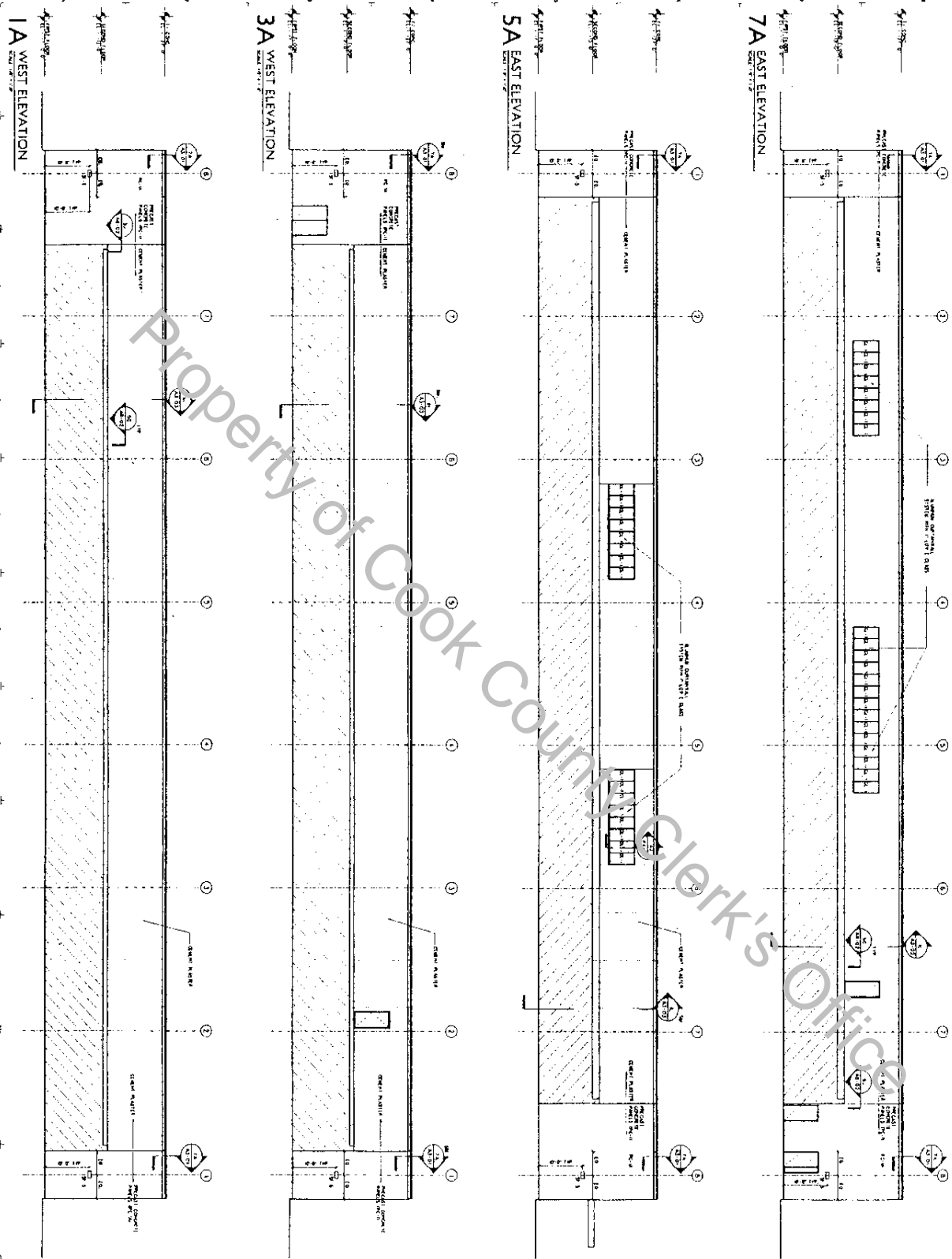
**VALERIO  
DEWALT  
TRAIN  
ASSOCIATES INC.**

**A2-01**

**2240 SOUTH GROVE STREET  
CHICAGO, IL 60616**

**LOCAL 399  
TRAINING AND OFFICE  
CENTER**

**BUILDING ELEVATIONS**



**GENERAL NOTES:**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
2. ALL MATERIALS SHALL BE OF THE BEST QUALITY AND APPROVED BY THE ARCHITECT.
3. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
5. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.
6. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
7. ALL UTILITIES SHALL BE PROTECTED AND MARKED PRIOR TO ANY EXCAVATION WORK.
8. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL EXISTING UTILITIES AND STRUCTURES.
10. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.

**LOCAL 399**  
**TRAINING AND OFFICE CENTER**

2240 SOUTH CROW STREET CHICAGO ILLINOIS 60616

**VALERIO DEWALT TRAIN ASSOCIATES INC**

1000 N. LAKE STREET, SUITE 1000  
 CHICAGO, ILLINOIS 60610  
 TEL: (773) 327-1111  
 FAX: (773) 327-1112  
 WWW.VDTRAIN.COM

**2240 SOUTH CROW STREET**  
**CHICAGO, IL 60616**  
**LOCAL 399**  
**TRAINING AND OFFICE**  
**CENTER**

**A2-02**

**BUILDING ELEVATIONS**  
**INTERIOR CONDITIONS**