

# UNOFFICIAL COPY

Doc#: 1821849017 Fee: \$96.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 08/06/2018 09:18 AM Pg: 1 of 25

**PREPARED BY:**

Gibson, Dunn & Crutcher LLP  
333 South Grand Avenue,  
Los Angeles, CA 90071  
Attention: Jesse Sharf

**RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:**

Alpine RE, LLC  
c/o Apollo Global Real Estate Management, L.P.  
9 W 57th Street, 43rd Floor  
New York, New York 10019  
Attn: Tracey Gamble

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## CONSTRUCTION AND SEWER EASEMENT AGREEMENT

This CONSTRUCTION AND SEWER EASEMENT AGREEMENT (this “**Agreement**”) is dated as of July 27, 2018 (the “**Effective Date**”), by and between ALPINE RE, LLC, a Delaware limited liability company (“**Grantor**”), and PARADISE RE, LLC, a Delaware limited liability company (“**Grantee**”).

### RECITALS

A. Grantor is the owner of certain real property located in the City of Lynwood, County of Cook, State of Illinois, described in Exhibit A attached hereto and incorporated herein by reference (the “**Alpine Property**”).

B. Grantee is the owner of certain real property adjacent to the Alpine Property, located in the City of Lynwood, County of Cook, State of Illinois, described in Exhibit B attached hereto and incorporated herein by reference (the “**Paradise Property**”).

C. Grantor desires to grant to Grantee (1) a perpetual, non-exclusive easement over, under, and upon the portion of the Alpine Property described and depicted on Exhibit C attached hereto and incorporated herein by reference (the “**WWTP Easement Area**”) and (2) a perpetual, non-exclusive easement over, under, and upon the portion of the Alpine Property described and depicted on Exhibit D attached hereto and incorporated herein by reference (the “**Valerie Court Easement Area**”), and together with the WWTP Easement Area, the “**Easement Area**”), in each case for the installation, use, maintenance, repair, removal, and replacement of sewer lines (collectively, the “**Lines**”) to service certain manufactured homes located on the Paradise Property and for construction and ingress and egress of construction equipment in connection herewith.

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## AGREEMENT

NOW THEREFORE, incorporating the foregoing recitals and in consideration of the mutual covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### 1. Grant of Easement.

(a) Subject to the terms and conditions of this Agreement, Grantor hereby grants to Grantee (i) a perpetual, non-exclusive easement over, under, and upon the WWTP Easement Area for the installation, use, maintenance, repair, removal, and replacement of the Lines to service the Paradise Property and for construction and ingress and egress of construction equipment in connection herewith (the “**WWTP Easement**”) and (ii) a perpetual, non-exclusive easement over, under, and upon the Valerie Court Easement Area for the installation, use, maintenance, repair, removal, and replacement of the Lines to service the Paradise Property and for construction and ingress and egress of construction equipment in connection herewith (the “**Valerie Court Easement**”), and together with the WWTP Easement, the “**Easement**”).

(b) Notwithstanding anything to the contrary contained herein, the parties hereto acknowledge that the descriptions of the WWTP Easement Area and Valerie Court Easement Area attached hereto are estimates only. Upon completion of the Lines, Grantee shall provide Grantor with final metes and bounds descriptions of each of the WWTP Easement Area and Valerie Court Easement Area, which such descriptions shall be reasonably acceptable to the parties. Grantor and Grantee agree to amend Exhibits C and D to this Agreement upon completion of the Lines to attach the such mutually-agreed legal descriptions.

2. Term; Amendment. The WWTP Easement shall commence on the Effective Date and shall terminate at such time that (i) Grantee ceases to operate and maintain the WWTP Easement Area without an intent to resume or re-establish its activities therein and/or (ii) the parties mutually agree in writing to terminate the WWTP Easement. The Valerie Court Easement shall commence on the Effective Date and shall terminate at such time that (i) Grantee ceases to operate and maintain the Valerie Court Easement Area without an intent to resume or re-establish its activities therein and/or (ii) the parties mutually agree in writing to terminate the Valerie Court Easement. As soon as reasonably practicable following the termination of any Easement, Grantee shall cause any facilities installed by Grantee within the corresponding Easement Area to be demolished and removed at Grantee’s sole cost and expense or otherwise properly abandoned in a manner satisfactory to Grantor and all regulatory agencies and otherwise in accordance with all applicable law. The parties hereto may agree to amend or terminate this Agreement and the Easement by a written instrument executed by all parties hereto or their successors or assigns and recorded in the Official Records of Cook County, Illinois.

### 3. Grantee’s Use of the Easement and Obligations.

(a) The Lines shall be located beneath the surface of the ground except that appurtenances and protection for such appurtenances (including, without limitation, manholes or other access points and monitoring devices) may be constructed on the surface of the ground. Notwithstanding the foregoing, any such appurtenances shall be designed and constructed in a

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manner that minimizes interference with Grantor's intended use of the Alpine Property to the extent reasonably practical. Grantee shall be responsible for obtaining and maintaining during the term of this Easement all necessary licenses, authorizations, certificates, variances, consents, approvals and other permits now or hereafter relating to the installation, use, maintenance, repair, removal, and replacement of the Lines and otherwise required to be maintained by Grantee under applicable law.

(b) Grantee will own the Lines installed in the Easement Area and will bear all responsibility to operate, maintain and repair the same at its sole cost, except to the extent any damage or cost is caused or necessitated by Grantor or its officers, employees, agents, contractors or invitees, in which case Grantor shall bear such proportional cost and repair such damage.

(c) Prior to commencing any initial construction in connection with the Lines, Grantee shall provide reasonable prior written notice to Grantor so that Grantor may notify residents of the Alpine Property. Prior to commencing any Major Work, as defined below, Grantee shall provide Grantor with at least sixty (60) days prior written notice. Prior to commencing any Ordinary Maintenance and Repair as defined below, that requires excavation in the Easement Area, Grantee will provide Grantor with at least thirty (30) days' prior written notice. Notwithstanding the foregoing, in the event of an emergency, Grantee shall provide Grantor with such notice as is commercially reasonable under the circumstances. As used herein, (i) "Major Work" means all construction, maintenance or repair activities subsequent to the initial installation of the Lines, in each case in excess of \$10,000 and (ii) "Ordinary Maintenance and Repair" means all routine maintenance and repair work that does not constitute Major Work.

(d) In undertaking work within the Easement Area, Grantee shall use commercially reasonable efforts to (i) complete all construction, maintenance or repair activities in an expeditious and diligent manner and (ii) minimize disruption to Grantor's land adjoining the Easement Area. Upon completion of any construction maintenance or repair involving excavation within the Easement Area, Grantee shall, at its cost, backfill the excavation, patch the paving, if any, and otherwise restore the surface to the condition prior to the commencement of its construction (or cost equivalent).

Grantee shall obtain and maintain at all times insurance in amounts, types and sizes reasonably satisfactory to Grantor in connection with the purposes set forth herein, in each case which shall name Grantor and any lender of Grantor as additional insured.

(e) Grantor acknowledges receipt of and approves the plans and specifications attached hereto as Exhibit E in connection with the initial construction of the Lines (the "Plans and Specifications"). Grantee may not revise, amend or otherwise modify the Plans and Specifications without the prior written consent of Grantor, which shall not be unreasonably withheld, conditioned or delayed. Grantee shall commence and ensure any construction in, on, over or under the Easement Area complies with the Plans and Specifications in all material respects.

4. Condition of Easement Area. Grantor and Grantee shall conduct all of their respective activities within the Easement Area in a manner such that the Easement Area remains in a good, safe condition.

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5. No Warranties. The grant of the Easement is subject to all matters of record as of the date hereof and all rights and conditions which would be disclosed by inspection of the Easement Area or due inquiry. Grantor makes no representation or warranty regarding the condition of title to the Easement Area and Grantee shall obtain title insurance if it desires title assurances of any kind. Grantor makes no representation or warranty (expressly or impliedly) regarding the condition of the Easement Area.

6. Miscellaneous.

(a) Successors and Assigns. The terms and conditions of this Agreement shall be binding upon and inure to the benefit or burden of the parties hereto and their heirs, legal representatives, successors, and assigns; provided, however, neither party shall be entitled to assign this Agreement to any other person or party, other than to a subsequent owner of the Alpine Property and/or the Paradise Property (as applicable), without the prior written consent of the other party hereto.

(b) Notices. All communications, notices and demands of any kind which either party may be required or desire to give or serve upon the other party shall be made in writing (unless expressly provided otherwise) and will be effective (i) immediately upon delivery in person, provided delivery is made during regular business hours or receipt is acknowledged by a person reasonably believed by the delivering party to be employed by the recipient, or (ii) 24 hours after deposit with a commercial courier or delivery service for overnight delivery, provided delivery is made during regular business hours or receipt is acknowledged by a person reasonably believed by the delivering party to be employed by the recipient, or (iii) three (3) days after deposit with the United States Postal Service, certified mail, return receipt requested, postage prepaid. All notices must be properly addressed and delivered to the parties at the addresses set forth below, or at such other addresses as any party may subsequently designate by written notice given in the manner provided in this Paragraph 4(b).

To Grantor:

Alpine RE, LLC  
 c/o Apollo Global Real Estate Management, L.P.  
 9 W 57th Street, 43rd Floor  
 New York, New York 10019  
 Attn: Tracey Gamble  
 Email: [tgamble@apollolp.com](mailto:tgamble@apollolp.com)

With copies to:

c/o Apollo Global Real Estate Management, L.P.  
 9 W 57th Street, 43rd Floor  
 New York, New York 10019  
 Attn: Dan Kwon  
 Email: [dkwon@apollolp.com](mailto:dkwon@apollolp.com)

Gibson, Dunn & Crutcher LLP  
 2029 Century Park East, Suite 4000  
 Los Angeles, California 90067  
 Attention: Jesse Sharf, Esq.

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To Grantee: Paradise RE, LLC  
 c/o Apollo Global Real Estate Management, L.P.  
 9 W 57th Street, 43rd Floor  
 New York, New York 10019  
 Attn: Tracey Gamble  
 Email: [tgamble@apollolp.com](mailto:tgamble@apollolp.com)

With copies to: c/o Apollo Global Real Estate Management, L.P.  
 9 W 57th Street, 43rd Floor  
 New York, New York 10019  
 Attn: Dan Kwon  
 Email: [dkwon@apollolp.com](mailto:dkwon@apollolp.com)

Gibson, Dunn & Crutcher LLP  
 2029 Century Park East, Suite 4000  
 Los Angeles, California 90067  
 Attention: Jesse Sharf, Esq.

(c) Time. Time is of the essence for the performance of all obligations under this Agreement.

(d) Covenant of Further Assurances. The parties hereby agree to execute such other documents and perform such other acts as may be necessary or desirable to carry out the purposes of this Agreement.

(e) Partial Invalidity. If any term, covenant or condition of this Agreement or its application to any persons or circumstances shall be held to be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to other persons or circumstances shall not be effected, and each term hereof shall be valid and enforceable to the fullest extent permitted by law.

(f) Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Easement Area to or for the general public or for any public purpose.

(g) Governing Law. This Agreement is entered into and shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for any action brought to enforce or interpret the terms of this Agreement shall lie exclusively in the County of Cook, Circuit Court. In the event of litigation in the United States District Court, venue shall lie exclusively in the Northern District of Illinois.

(h) Entire Agreement. This document represents the entire and only agreement between the parties respecting the grant of the Easement and supersedes all other prior and contemporaneous agreements, whether oral or written, express or implied. This Agreement may not be amended or modified except by a writing signed by both parties.

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(i) Compliance with Laws. Each party shall comply with all applicable laws, ordinances, codes, rules, regulations, orders, consents and permits in the performance of all their obligations under this Agreement.

(j) No Waiver. No consent or waiver by any party to or of any breach or non-performance of any representation, condition, covenant or warranty shall be enforceable unless in a writing signed by the party entitled to enforce performance, and such signed consent or waiver shall not be construed as a consent to or waiver of any other breach or non-performance of the same or any other representation, condition, covenant, or warranty.

(k) Easements to Run With Land. The parties agree that all of the covenants and easements created and/or described in this Agreement shall run with the land and shall burden the Alpine Property.

(l) Exhibits. All recitals and exhibits referred to in this Agreement are incorporated herein by reference and shall be deemed part of this Agreement.

(m) Authority. Each of the individuals executing this Agreement on behalf of a party individually represents and warrants that he or she has been authorized to do so and has the power to bind the party for whom they are signing.

(n) Counterparts. This Agreement may be executed in any number of original counterparts, all of which evidence only one agreement, binding on all parties, even though all parties are not signatories to the same counterpart.

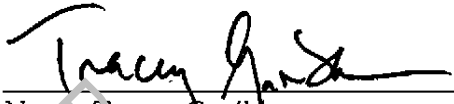
[Signature page follows.]

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

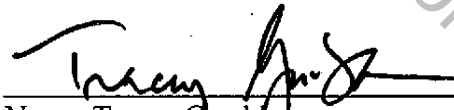
**“GRANTOR”**

ALPINE RE, LLC,  
a Delaware limited liability company

By:   
Name: Tracey Gamble  
Title: Authorized Signatory

**“GRANTEE”**

PARADISE RE, LLC,  
a Delaware limited liability company

By:   
Name: Tracey Gamble  
Title: Authorized Signatory



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STATE OF New York

COUNTY OF New York

)  
) ss.  
)

I, Winnie Cheng, a Notary Public in and for said County, in the State  
aforementioned, do hereby certify that Tracy Gamble, an Authorized Signatory  
Alpine RE, LLC, of Alpine RE, LLC, a Delaware limited liability company, who is personally  
known to me to be the same person whose name is subscribed to the foregoing instrument in as  
such capacity, appeared before me this day in person and acknowledged that he/she signed and  
delivered the said instrument as his/her own free and voluntary act and as the free and voluntary  
act of said entity for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 21<sup>st</sup> day of July, 2018

Winnie Cheng  
Notary Public

**WINNIE CHENG**  
Notary Public, State of New York  
No. 01CH6192079  
Qualified in Queens County  
Commission Expires Aug. 25, 2020

My Commission Expires: \_\_\_\_\_

(Seal)



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STATE OF New York  
COUNTY OF New York )  
 ) ss.

I, Winnie Cheng, a Notary Public in and for said County, in the State  
aforementioned, do hereby certify that Moey Samble, an Authorized Signatory  
Paradise RE LLC, a Delaware limited liability company, who is personally  
known to me to be the same person whose name is subscribed to the foregoing instrument in as  
such capacity, appeared before me this day in person and acknowledged that he/she signed and  
delivered the said instrument as his/her own free and voluntary act and as the free and voluntary  
act of said entity for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 27th day of July, 2018

Winnie Cheng  
Notary Public

**WINNIE CHENG**  
Notary Public, State of New York  
No. 01CH8192079  
Qualified in Queens County  
Commission Expires Aug. 25, 2020

My Commission Expires: \_\_\_\_\_

(Seal)

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## EXHIBIT A

### Alpine Property

#### PARCEL 1:

THAT PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 LYING EAST OF THE CENTER LINE OF THE EXISTING PAVEMENT OF THE GLENWOOD-DYER ROAD OF SECTION 20 (EXCEPTING FROM SAID PREMISES THE SOUTH 682.12 FEET, AS MEASURED ON THE EAST LINE THEREOF AND EXCEPTING THE NORTH 111.95 FEET THEREOF) IN TOWNSHIP 35 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THE NORTH 1/2 (EXCEPTING THE NORTH 111.95 FEET THEREOF) OF THE SOUTH 1/2 OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 4A:

THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS EXCEPT THE NORTH 315 FEET OF THE WEST 270 FEET OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART FALLING IN THE FOLLOWING TRACT: THAT PART OF THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 20, AFORESAID 81.60 FEET NORTH 00 DEGREES 22 MINUTES 48 SECONDS WEST OF THE NORTH LINE OF THE MICHIGAN CENTRAL RAILROAD COMPANY RIGHT OF WAY; THENCE NORTH 89 DEGREES 42 MINUTES 53 SECONDS EAST 103.47 FEET; THENCE SOUTH 54 DEGREES 38 MINUTES 55 SECONDS EAST 87.26 FEET; THENCE NORTH 89 DEGREES 22 MINUTES 38 SECONDS EAST 87.40 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 10 SECONDS WEST 392.84 FEET;

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THENCE NORTH 30 DEGREES 26 MINUTES 18 SECONDS WEST 64.67 FEET; THENCE SOUTH 60 DEGREES 03 MINUTES 08 SECONDS WEST 133.37 FEET TO AN ARC OF A CIRCLE CONVEX SOUTHERLY AND HAVING A RADIUS OF 210.0 FEET; THENCE WESTERLY ALONG SAID ARC FOR A DISTANCE OF 63.69 FEET (THE CHORD OF SAID ARC HAVING A BEARING OF SOUTH 85 DEGREES 13 MINUTES 11 SECONDS WEST) THENCE SOUTH 89 DEGREES 37 MINUTES 13 SECONDS WEST 49.04 FEET TO THE WEST LINE OF THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 20 AFORESAID 327.45 FEET NORTH OF THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 22 MINUTES 48 SECONDS EAST ALONG SAID WEST LINE 327.45 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

(BUT EXCEPTING THEREFROM THAT PART, IF ANY, CONVEYED TO THE DEPARTMENT OF TRANSPORTATION BY DEED RECORDED JUNE 21, 2002 AS DOCUMENT 0020841706 AND BY DEED RECORDED AUGUST 1, 2002 AS DOCUMENT 0020841706)

PARCEL 4B:

ALL THAT PART OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE MICHIGAN CENTRAL RAILROAD COMPANY RIGHT OF WAY IN COOK COUNTY, ILLINOIS. EXCEPT FOR THE FOLLOWING LEGALLY DESCRIBED PROPERTY:

THAT PART OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE NORTH 00 DEGREES 22 MINUTES 48 SECONDS WEST ALONG THE WEST LINE OF FRACTIONAL 1/4 SECTION 20 AFORESAID, 314.22 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 261.91 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 55 SECONDS EAST 370 FEET TO A POINT ON A LINE 29.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF THE MICHIGAN CENTRAL RAILROAD RIGHT OF WAY; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID PARALLEL LINE 259.99 FEET TO THE WEST LINE OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 29 AFORESAID; THENCE NORTH 00 DEGREES 22 MINUTES 48 SECONDS WEST ALONG THE WEST LINE OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 29 AFORESAID, 55.79 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

(BUT EXCEPTING THEREFROM THAT PART, IF ANY, CONVEYED TO THE DEPARTMENT OF TRANSPORTATION BY DEED RECORDED JUNE 21, 2002 AS

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DOCUMENT 0020694653 AND BY DEED RECORDED AUGUST 1, 2002 AS DOCUMENT 0020841706);

ALSO EXCEPTING FROM THE ABOVE DESCRIBED PARCELS THAT PART TAKEN FOR ROAD PURPOSES IN CASE NUMBERS 13 L 51006 AND 13 L 51007, CIRCUIT COURT OF COOK COUNTY, ILLINOIS.

PIN: 33-20-103-002-0000

Common Address: 450 Chillion Drive, Lynwood, Illinois 60411

Property of Cook County Clerk's Office

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## EXHIBIT B

### **Paradise Property**

Real property in the City of Lynwood, County of Cook, State of Illinois, described as follows:

**PARCEL 1:**

THE SOUTH 205.41 FEET, AS MEASURED ON THE EAST LINE THEREOF, OF THAT PART LYING EAST OF THE CENTER LINE OF THE GLENWOOD-DYER ROAD OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

THE NORTH 476.71 FEET OF THE SOUTH 682.12 FEET AS MEASURED ON THE EAST LINE THEREOF OF THAT PART LYING EAST OF THE CENTER OF THE THORNTON ROAD (COMMONLY KNOWN AS GLENWOOD-DYER ROAD) OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4 AND RUNNING THENCE SOUTH ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 576.58 FEET TO A POINT, THENCE WEST ON A LINE PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST 1/4 AND 576.58 FEET DISTANT THEREFROM, A DISTANCE OF 896.06 FEET TO THE CENTER LINE OF THE LINCOLN HIGHWAY (FORMERLY KNOWN AS THE GLENWOOD DYER ROAD), THENCE NORTHERLY ALONG THE CENTER LINE OF SAID HIGHWAY ON A STRAIGHT LINE THAT FORMS AN ANGLE WITH THE LAST DESCRIBED LINE EXTENDED OF 59 DEGREES 03 MINUTES 10 SECONDS MEASURED FROM WEST TO NORTH, A DISTANCE OF 672.25 FEET TO THE INTERSECTION OF SAID LAST DESCRIBED LINE, WITH THE NORTH LINE OF SAID SOUTHWEST 1/4 THENCE EAST ON SAID NORTH LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 1244.41 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

(BUT EXCEPTING THEREFROM THAT PART TAKEN BY DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS PURSUANT TO ORDER ENTERED AUGUST 21, 2002 IN CASE NO. 02 L 50492 AND MORE SPECIFICALLY DESCRIBED IN SAID ORDER)

**PARCEL 4:**

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THAT PART OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE EAST LINE OF SAID SOUTHWEST 1/4 WHICH IS 576.58 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4, THENCE WEST ON A LINE PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST 1/4 AND 576.58 FEET DISTANT THEREFROM DISTANCE OF 896.06 FEET TO THE CENTER OF LINCOLN HIGHWAY (FORMERLY KNOWN AS GLENWOOD-DYER ROAD) THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF SAID HIGHWAY ON STRAIGHT LINE THAT FORMS AN ANGLE WITH THE LAST DESCRIBED LINE 59 DEGREES 03 MINUTES 30 SECONDS MEASURED FROM EAST TO SOUTH A DISTANCE OF 421.03 FEET TO A POINT, THENCE NORTHERLY ON A LINE WHICH FORMS AN ANGLE OF 63 DEGREES 28 MINUTES WITH THE LAST DESCRIBED COURSE A DISTANCE OF 111.69 FEET TO THE POINT OF INTERSECTION OF A LINE WHICH IS 844.69 FEET SOUTH OF AT RIGHT ANGLES MEASURED FROM THE SAID NORTH LINE OF SAID SOUTHWEST 1/4; THENCE EAST ON LAST DESCRIBED LINE A DISTANCE OF 618.03 FEET TO A POINT IN THE EAST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH ALONG SAID LAST DESCRIBED LINE A DISTANCE OF 268.11 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS (EXCEPT THAT PORTION OF SAID PREMISES LYING WESTERLY OF THE CENTER LINE OF THE LINCOLN LANSING DRAINAGE DITCH, ALSO THAT PART OF THE WESTERLY 50 FEET OF RIGHT OF WAY FOR LINCOLN HIGHWAY (U. S. ROUTE 30) AND GLENWOOD-DYER ROAD AS HERETOFORE DESCRIBED) FOR PUBLIC HIGHWAY, LYING WESTERLY OF AND ADJOINING PARCELS 1, 2, AND 3, AS HERETOFORE DESCRIBED) ALL IN COOK COUNTY, ILLINOIS.

PINs: 33-20-103-006-0000; 33-20-103-007-0000; 33-20-103-008-0000; 33-20-103-003-0000; 33-20-301-007-0000; 33-20-301-008-0000; 33-20-301-013-0000

Common Address: 699 Michelle Drive, Lynwood, Illinois 60411

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## EXHIBIT C

### **WWTP Easement Area**

THAT PART OF THE NORTHEAST  $\frac{1}{4}$  OF FRACTIONAL SECTION 20, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHEAST FRACTIONAL  $\frac{1}{4}$ , THENCE NORTH 00 DEGREES 01 MINUTES 45 SECONDS WEST, ON THE WEST LINE OF SAID NORTHEAST FRACTIONAL  $\frac{1}{4}$  A DISTANCE OF 117.53 FEET TO THE POINT OF BEGINNING FOR THE CENTERLINE OF A 15 FOOT WIDE SANITARY SEWER TRANSMISSION LINE, THENCE SOUTH 53 DEGREES 03 MINUTES 47 SECONDS EAST ON A STRAIGHT LINE A DISTANCE OF 48.81 FEET TO A POINT OF TERMINUS OF SAID EASEMENT, ALL IN TOWNSHIP 35 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office



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## EXHIBIT D

### **Valerie Court Easement Area**

THAT PART OF THE SOUTHEAST  $\frac{1}{4}$  OF FRACTIONAL SECTION 20, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST FRACTIONAL  $\frac{1}{4}$ , THENCE SOUTH 00 DEGREES 01 MINUTES 45 SECONDS EAST, ON THE WEST LINE OF SAID SOUTHEAST FRACTIONAL  $\frac{1}{4}$  A DISTANCE OF 91.50 FEET TO THE POINT OF BEGINNING FOR THE CENTERLINE OF A 15 FOOT WIDE SANITARY SEWER SERVICE LINE, THENCE NORTH 55 DEGREES 23 MINUTES 08 SECONDS EAST ON A STRAIGHT LINE A DISTANCE OF 57.80 FEET TO A POINT OF TERMINUS OF SAID EASEMENT, ALL IN TOWNSHIP 35 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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## EXHIBIT E

### **Plans and Specifications**

See attached.

Property of Cook County Clerk's Office



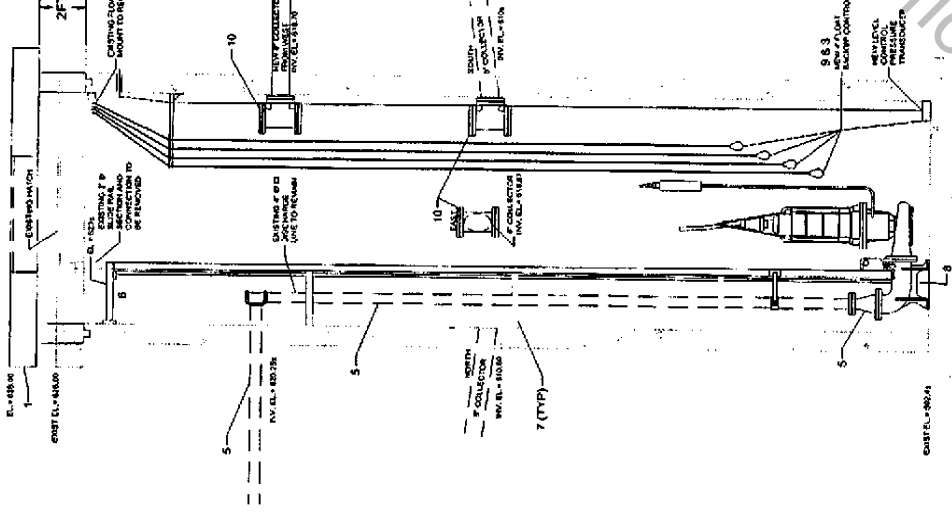






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**NOTE: WORK UNDER THIS CONTRACT INCLUDES:**  
 1. REMOVE & REPLACE PUMPS, FLOATS, PRESSURE TRANSDUCER, AND ALL PUMP ELECTRONICS IN PUMP HOUSE.  
 2. INSTALL NEW RAIL STIFFENERS AND PUMP LIFTING CHAINS.  
 3. INSTALL 2-FIT RISER ON LIFT STATION.



**LIFT STATION, CONTROLLER, PIPING AND PUMP INSTALLATION NOTES:**

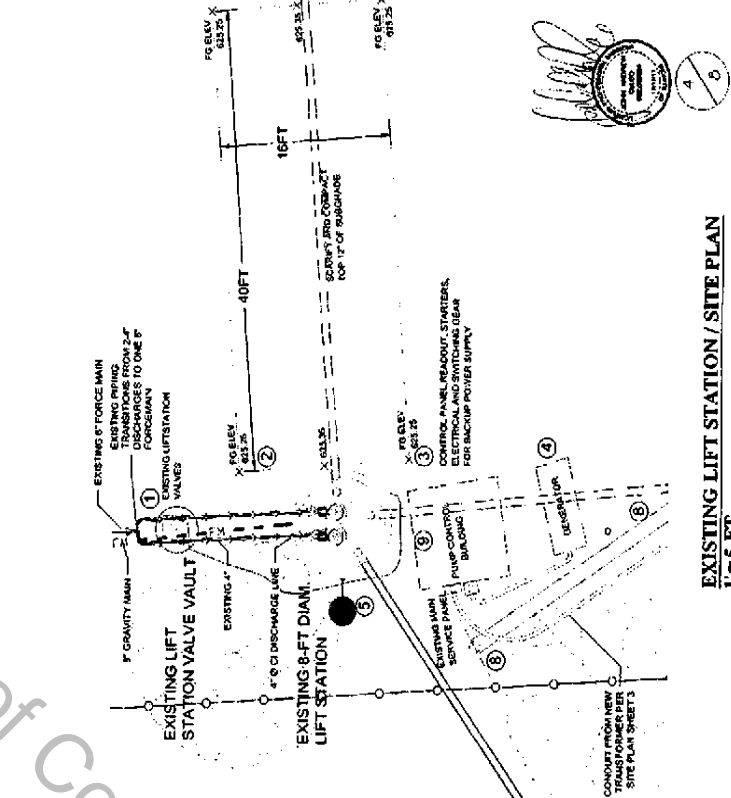
1. REMOVE AND PRESERVE EXISTING LIFT STATION TOP SLAB. INSTALL 2-FIT CONCRETE RISER, TIGHT JOINT, SEAL WATER TIGHT. REINSTALL EXISTING TOP SLAB.
2. PUMP LEVEL SHALL HAVE A NEW PRIMARY PRESSURE TRANSDUCER WITH A 4-FLOAT ASSEMBLY AS BACKUP.
3. CONTRACTOR SHALL REPLACE ASSOCIATED PUMP CONTROLLER, DIGITAL DISPLAY AND PUMP PANEL. SEE NOTE 9 ON LIFT STATION SITE PLAN.
4. THE RINGS SHALL BE VULCAN CHORDS OR JOG PUMPS WITH 1/2" CABLES AND LIFTING CABLES. PER MANUFACTURER'S RECOMMENDATIONS.
5. EXISTING 4-INCH CONNECTION FLANGE AND DISCHARGE (4-INCH).
6. FABRICATE AND INSTALL NEW SLIDE RAIL TOP ANCHOR. PER MANUFACTURER'S RECOMMENDATION.
7. INSTALL SLIDE RAIL STIFFENERS. PER MANUFACTURER'S RECOMMENDATION.
8. EXISTING SLIDE RAILS, CONNECTING FLANGE AND DISCHARGE LINE TO REMAIN.
9. INSTALL NEW LEVEL CONTROL TRANSDUCER AND NEW BACKUP 4-FLOAT CONTROL.
10. SEE DROP CONNECTION DETAIL AND TABLE ON SHEET 5.

**PUMP STATION DATA TABLE**

PUMP OPERATING PARAMETERS	
PUMP MANUFACTURER:	FALCON
PUMP LINE:	3-SERIES CLIPPER
PUMP MODEL:	SAV - CURVE E
HORSE POWER / RPM:	15 HP / 1170 RPM
IMPELLER SIZE / DISCHARGE SIZE:	12.1-INCH / 4-INCH
DESIGN AVE. FLOW:	500 GPM
DESIGN PEAK FLOW:	600 GPM
DESIGN THD @ AVE. FLOW:	60 FT
DESIGN THD @ PEAK FLOW:	65 FT
LIFT STATION ELEVATIONS	
WET WELL TOP OF SLAB ELEV.:	597.0 FT
'B' PUMP INLET ELEV.:	593.78 FT
'C' TOP OF PUMP BODY:	597 = FT
'D' INFLUENT PIPE INVERT ELEV.:	SEE SECTION VIEW
PUMP CONTROL ELECTRA SETTINGS	
'B' HIGH WATER ALARM ELEV.:	607 FT
'C' LAG PUMP ON ELEV.:	605.00 FT
'D' LEAD PUMP ON ELEV.:	604.00 FT
'E' PUMP OFF ELEV.:	598.00 FT
'F' TRANSDUCER ON SET ALARM ON ELEV.:	597.75 FT
'G' REDUNDANT ON ELEV.:	597.25 FT
PIPE AND PUMP DIMENSIONS	
'H' DISCHARGE PIPE DIAMETER:	4" AT PUMP TO 8-INCH W/ 2" W/ 2" VALVE VAULT
'I' INFLUENT PIPE DIAMETER:	4" EACH AT 8-INCH
'J' C/L RFT WELL TO C/L PUMPS:	10.38 FT
'K' C/L OF WET WELL TO C/L PUMP BASE:	2.00 FT
'L' C/L OF PUMP TO C/L OF PUMP:	3.00 FT MINIMUM
'M' WEL HATCH EXTERIOR DIMS.:	4-FT X 9-FT
'N' WEL WELL OPENING DIMS.:	N/A
'O' C/L WET WELL TO INSIDE EDGE OF HATCH:	N/A

**LIFT STATION SITE PLAN NOTES:**

1. MID ALTERNATE 1: REMOVE AND REPLACE THE EXISTING 4-INCH GATE VALVES IN THE LIFT STATION VALVE VAULT. 4-EACH REPLACE WITH NEW 4-INCH 150G GATE VALVES.
2. CONSTRUCT A MAINTENANCE PAD AREA 8-FT BY 16-FT WIDE. PAD TO BE CONSTRUCTED OR NEW WORK. MIN. 10% C&G FABRIC PLACED ON SUBGRADE. WITH A 1-INCH LAYER OF DRYER PROVIDED ASPHALT GRANULOS TO THE TOP ELEVATION SHOWN ON THE PLANS. GRANULOS SH. PLACED ON 2-8 INCH LIFTS AND ROLLER COMPACTED. ALL WORK TO BE COMPLETED DURING THE DRY SEASON OR 5% SHADE IS UNSATURATED.
3. PUMP CONTROL BUILDING REMOVE AND USE THE EXISTING MOTION STARTER, PUMP CONTROLLER, ASSOCIATED WIRING AND COMPONENTS. INSTALL NEW ELECTRICAL EQUIPMENT PER NOTES.
4. REINSTALL THE BACKUP 4-FLOAT ASSEMBLY TO SWITCH GEAR.
5. INSTALL 1/2" WELLS TO REMAIN. WELLS WITH 1/2" RFT BAKET AND FOUNDATION. ONE TO SATURATED SOIL CONTINGING DURING PARTS OF THE YEAR. FOUNDATION SHALL BE PAVED ON A SPREAD FOOTING. PER MANUFACTURER RECOMMENDATION FOR SATURATED SOIL CONDITIONS.
6. CONDUIT ON GROUND NOT USED.
7. INSTALL UNDERGROUND ELECTRICAL MARKERS ALONG THE ROUTES OF ALL NEW UNDERGROUND COMMUNICATION AND UTILITIES. MARKING.
8. COORDINATE WITH UTILITY PROVIDER TO REMOVE ON-LINES AND PIPES.
9. INSTALL NEW PUMP PANEL, PUMP CONTROLLER (MAIN AND BACK UP) WITH DISPLAY, LIFT STATION TRANSDUCER, CELLULAR DIALER, WIRING AND CONDUITS TO LIFT STATION.



**EXISTING LIFT STATION / SITE PLAN  
 1" = 5'-0"**

**ALPINE RE LLC AND PARADISE RE LLC**  
 WASTEWATER TRANSMISSION LINE AND LIFT STATION UPGRADE  
 PARADISE AND ALPINE VILLAGES GLENWOOD-OVER ROAD,  
 LYNDWOOD, IL 60411  
 PROJECT NO. 1821849017  
 SHEET NO. 21 OF 21

**LIONS ENGINEERING & CONSTRUCTION, P.C.**  
 TROY, MI 48068  
 LICENSE NO. 041-000001-000001

**DATE:** 11/15/2024  
**SCALE:** AS SHOWN  
**PROJECT:** WASTEWATER TRANSMISSION LINE AND LIFT STATION UPGRADE  
**CLIENT:** ALPINE RE LLC AND PARADISE RE LLC  
**DESIGNER:** TROY, MI 48068  
**DATE:** 11/15/2024

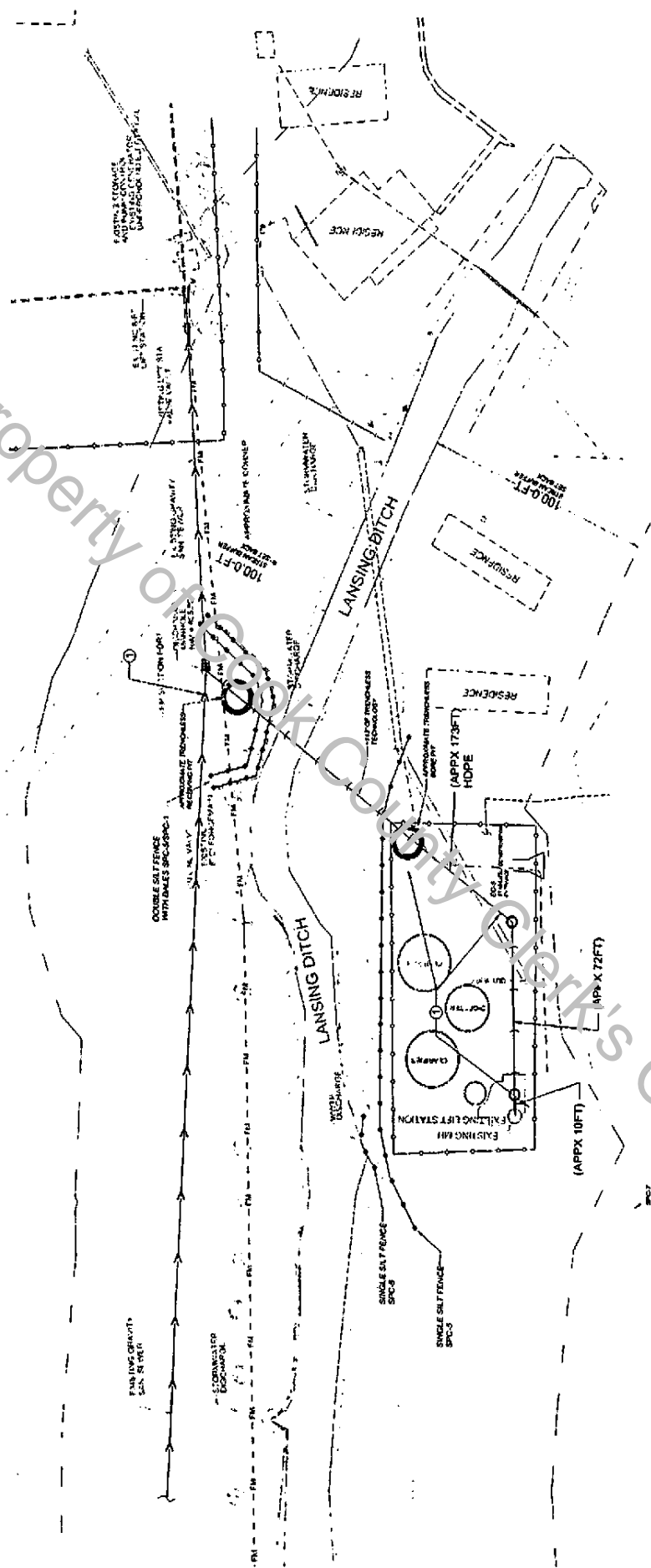






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## STORMWATER POLLUTION AND PREVENTION PLAN FOR PARADISE PARK AND ALPINE VILLAGE PRIVATE PROPERTY 699 MICHELLE DRIVE LYNWOOD IL



**CONSTRUCTION NOTES:**

- ALL DISTURBED SOIL AREAS SHALL RECEIVE IMPROVED MATURE AFTER FINAL GRADE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PLANT GROWTH UP TO 6 MONTHS AFTER TYPICAL TYPING.



	LIONS ENGINEERING & CONSTRUCTION, PSC 1100 NIT 59015 LYONS@LIONS-ENGINEERING.COM	PROJECT NO. 1821849017 SHEET NO. 24 OF 25	DATE: 10/15/2018 TIME: 10:00 AM
PROJECT: STORMWATER POLLUTION AND PREVENTION PLAN FOR PARADISE PARK AND ALPINE VILLAGE CLIENT: ALPINE RE LLC AND PARADISE RE LLC ADDRESS: 699 MICHELLE DRIVE, LYNWOOD, IL 60465		DRAWN BY: J. LYONS CHECKED BY: J. LYONS DATE: 10/15/2018	

