



Doc# 2035716180 Fee \$88.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 12/22/2020 04:12 PM PG: 1 OF 60

PREPARED BY AND AFTER
RECORDING RETURN TO:

Joseph Cashman
Assistant Corporation Counsel
City of Chicago
Department of Law
Real Estate and Land Use Division
121 North LaSalle Street, Room 600
Chicago, Illinois 60602

**STORM WATER DRAINAGE, PRIVATE OUTFALL SYSTEM
AND
DEVELOPER MAINTENANCE AND OPERATION AGREEMENT**

(NorthPoint Avenue O Industrial Park – Phase I)

This Agreement (the "Agreement") is made and entered into as of this ___ day of _____, 2020 by and between the **CITY OF CHICAGO**, an Illinois municipal corporation ("City"), by and through its Department of Water Management ("DWM"), and the **NP AVENUE O, LLC**, a Missouri limited liability company ("Developer"). As used in this Agreement, "Developer" shall also include, and this Agreement shall be binding upon, Developer's successors, transferees and assigns. City and Developer are collectively referred to herein as the "Parties".

Witnesseth:

WHEREAS, Developer is the owner of approximately 200 acres of land generally located west and south of the intersection of 116th Street and Avenue O, Chicago (the "Developer Property"); and

WHEREAS, Developer intends to develop the Developer Property with up to approximately 2.2 million square feet of industrial and distribution center space to be constructed in multiple phases (the "Developer Project"); and

WHEREAS, in connection with the first phase of Developer Project ("Phase I"), by ordinance adopted by the City Council of the City of Chicago (the "City Council") on July 22, 2020 and published in the Journal of Proceedings of the City Council (the "Journal") for such date at pages 19373 (the "Subdivision Ordinance"), the City Council approved Developer's Plat of Subdivision, as shown on the Plat of Subdivision ("Plat of Subdivision"), NorthPoint Avenue O Industrial Park – Phase I ("Subdivision") attached hereto and made a part hereof as **Exhibit A**; and

WHEREAS, the Subdivision Ordinance and the Subdivision relate to an approximately

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44-acre portion of the Developer Property ("Project Property"), which is included in the Subdivision as legally described on Exhibit B, attached hereto and made a part hereof; and

WHEREAS, Developer intends to construct an approximately 358,879 square foot building upon the Project Property (the "Phase I Project"); and

WHEREAS, as part of the Phase I Project, the Developer shall dedicate and construct, to the Chicago Department of Transportation ("CDOT") standards, as required by the Subdivision Ordinance, a new segment of Burley Avenue ("New Burley Avenue"), and a new segment of East 122nd Street ("New 122nd Street", and together with New Burley Avenue, such dedicated public right of way is referred to herein as the "New Dedicated Roadways") which dedicated areas are depicted on the Plat of Subdivision, Exhibit A; and

WHEREAS, the recordation of the City's stamped and approved Plat of Subdivision and Subdivision Ordinance with the Office of the Cook County Recorder of Deeds shall constitute the City's acceptance of the New Dedicated Roadways; and

WHEREAS, Developer will continue to own all areas of the Developer Property other than New Dedicated Roadways, as also shown on the Plat of Subdivision and legally described on Exhibit B; and

WHEREAS, as a result of the Phase I Project, the Project Property will require facilities to control, treat, and dispose of surface water, including the New Dedicated Roadways Stormwater, defined herein; and

WHEREAS, Developer shall construct, operate, and maintain, at its sole cost and expense, privately-owned facilities that will control, treat, and dispose of surface water from both the Project Property and New Dedicated Roadways ("Developer Drainage System"); and

WHEREAS, the Developer Drainage System in the Phase I Project shall include certain no build areas restrictions ("No Build Areas"), as depicted and described on the Plat of No Build Restriction attached hereto as Exhibit D and made a part hereof, which restrictions are further provided for herein; and

WHEREAS, elements of the Developer Drainage System will be located within the Project Property and/or the Developer Property while certain other limited portions, namely the Developer Storm Sewer Easement Areas (defined herein), will be located within or below the New Dedicated Roadways; and

WHEREAS, Developer agrees, without limitation and at no cost, obligation, or liability to the City, to accept all stormwater, surface runoff, storm interflow, or groundwater runoff from the New Dedicated Roadways, and from other public rights of way, and for such other uses and purposes and upon the terms and conditions contained herein (collectively, the "New Dedicated Roadways Stormwater") into the Developer Drainage System; and

WHEREAS, the Developer Drainage System will be comprised of: (a) three volume control facilities; (b) a 60" RCP pipe traversing the New 122nd Street right of way; (c) a 66"

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Steel casing siphon traversing the New Burley Avenue right of way, (items b and c together, the "Developer Storm Sewer Facilities" as depicted and described on Exhibit E); (d) 66" RCP siphon; (e) a conveyance swale; and (f) the "Private Outfall System" providing outfall to the Calumet River, as depicted and described on Exhibit E; and

WHEREAS, the New Dedicated Roadways Stormwater will be accepted into the Developer Drainage System by way of certain storm sewers and related facilities that the Developer has agreed to construct and install (the "City Storm Sewers"), pursuant to the terms and conditions of this Agreement; and

WHEREAS, Developer has agreed to construct and install the City Storm Sewers, to be located in the New Dedicated Roadways and owned or controlled by the City. The Developer's construction shall be completed in a manner that is acceptable to DWM's Commissioner and meets all Federal, State and local requirements and regulations ("Laws") and further is consistent with the Developer Project as provided in this Agreement (the "Developer DWM Facility Work"), as depicted and described on Exhibit C, attached hereto and made a part hereof; and

WHEREAS, the City Storm Sewers will consist of inlets or other structures located within the New Dedicated Roadways and such portions of the City Storm Sewers will be turned over to the City after the DWM inspects and approves the Developer DWM Facility Work. Upon DWM approval of all Developer DWM Facility Work, the City Storm Sewers shall be owned by City; and

WHEREAS, the Developer Drainage System will result in an outfall, namely the Private Outfall System, to the Calumet River from the Developer Drainage System on the Project Property and shall include the New Dedicated Roadways Stormwater; and

WHEREAS, as a condition of the development of the Phase I Project and Subdivision, Developer shall, at its sole cost and expense, own, operate, and maintain the Developer Drainage System in perpetuity in a manner that accomplishes the stormwater control and treatment intended, as required by the terms of this Agreement; and

WHEREAS, the Private Outfall System, which includes the Developer Drainage System and all associated outfalls, must comply with all applicable Laws, including, but not limited to, all Laws of the City, the Illinois Environmental Protection Agency (IEPA), the Metropolitan Water Reclamation District (MWRD), and the U.S. Army Corps. Of Engineers (USACE); and

WHEREAS, Developer acknowledges and agrees that the Phase I Project and Subdivision shall provide for the conveyance of the New Dedicated Roadways Stormwater to the Calumet River by way of the Private Outfall System, at no cost, expense, or liability to the City; and

WHEREAS, Developer, as the owner of the Project Property and the Private Outfall System located or to be located therein and thereon, has agreed to grant to the City certain perpetual and non-exclusive easements (the "City Access Easements") in, over, and upon certain areas of the Project Property (collectively, the "City Access Easement Areas") described

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in Exhibit F, attached hereto and made a part hereof, which are needed for the City's access to, and use and maintenance of the City Storm Sewers that fall within the New Dedicated Roadways, and for such other uses and purposes and upon the terms and conditions herein contained; and

WHEREAS, the City has agreed to grant to the Developer certain perpetual and non-exclusive easements (collectively, the "Developer Storm Sewer Easements") in portions of the New Dedicated Roadways, namely New 122nd Street and New Burley Avenue rights of way, as depicted and legally described on Exhibit G, attached hereto and made a part hereof ("Developer Storm Sewer Easement Areas") for the Developer Storm Sewer Facilities; and

WHEREAS, the Developer shall install, maintain, operate, repair, renew, and replace the Developer Drainage System with all necessary attachments and appurtenances, including within the Developer Storm Sewer Easement Areas at Developer's sole cost and expense. The Developer Storm Sewer Easements shall run to the benefit of, and be appurtenant to, the Project Property within the Subdivision. The Developer Storm Sewer Easements shall allow for the Developer's installation, maintenance, operation, repair, renewal, and replacement of said Developer Drainage System with all necessary attachments and appurtenances over and upon portions of the New Dedicated Roadways at Developer's sole cost and expense; and

WHEREAS, City is willing to grant to Developer such Developer Storm Sewer Easements on the terms and conditions set forth in this Agreement, and Developer is willing to accept such Developer Storm Sewer Easements, subject to the terms of this Agreement; and

WHEREAS, the purpose of this Agreement is, in part, to set forth the Developer's obligations, at its sole cost and expense, to/for: (1) construct and install the Developer DWM Facility Work and the City Storm Sewers within the New Dedicated Roadways; (2) construct, operate, and maintain, and to allow for the inspection of, the Developer Drainage System; (3) dedicate and construct, to CDOT standards, the New Dedicated Roadways; and (4) indemnify and hold harmless the City for any and all liability, including without limitation, (i) the Developer DWM Facility Work, (ii) the Developer Drainage System, including any and all liability for the Private Outfall System, (iii) the City Storm Sewers, and (iv) all other water storage facilities associated with the Developer Drainage System, and including the New Dedicated Roadway Stormwater and stormwater from other public rights of way.

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developer agree as follows:

1. **Recitals Incorporated**. The recitals set forth above are incorporated herein by this reference and shall be deemed terms and provisions hereof, the same as if fully set forth in this Section 1.

2. **City Access Easement Grant**. Subject to the terms and conditions stated in this Agreement, the Developer hereby grants and conveys to City the perpetual, non-exclusive City Access Easements in, on, over, and under the City Access Easement Areas for purposes of: (1) the conveyance of water from the New Dedicated Roadways and other public rights of way to the

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Calumet River over and through the Developer Drainage System; and (2) which are needed for access for the City's maintenance, inspection, and repair of the City Storm Sewers that fall within the New Dedicated Roadways and for such other uses and purposes and upon the terms and conditions herein contained. City hereby accepts such grant of the City Access Easements from Developer subject to the terms herein.

3. **Developer Storm Sewer Easement Grant**. Subject to the terms and conditions stated in this Agreement, the City hereby grants to Developer the permanent, non-exclusive Developer Storm Sewer Easements for the purpose of installing, maintaining, operating, repairing, renewing, and replacing the Developer Drainage System within the Developer Storm Sewer Easement Areas (collectively, the "**Developer Drainage System Maintenance and Operation Activities**") and for the restoration, at Developer's sole cost and expense, of any of the New Dedicated Roadways or any other public right of way impacted by the Developer Drainage System Maintenance and Operation Activities. Developer hereby accepts such grant of the Developer Storm Sewer Easements from City subject to the terms herein. Developer agrees that it shall promptly restore any portion of the New Dedicated Roadways to the CDOT standards and conditions existing immediately prior to any entry thereon by Developer.

4. **No Build Areas**. No buildings or other permanent structures that would impede the function of, or access to, the stormwater facilities shall be constructed upon the No Build Areas, provided, however, that the Developer may install landscaping and construct driveways as necessary to develop the portion of the Developer Property located north of the conveyance swale. Any change to the original design of the conveyance swale will require the submittal of revised plans, and proof of hydraulic sufficiency for review by DWM, which approval shall not be unreasonably withheld or denied.

5. **Cost and Expense Obligations**. Developer shall be solely responsible for the cost and expense of the Phase I Project, including but not limited to: (1) construction and installation of the City Storm Sewers pursuant to the terms and conditions in this Agreement; (2) constructing, installing, maintaining, operating, repairing, renewing and/or replacing the Developer Drainage System, including the Private Outfall System and the Developer Storm Sewer Facilities; (3) the construction of the New Dedicated Roadways to CDOT standards; (4) restoration of the portion of the New Dedicated Roadways or any other public right of way that may be impacted by the Developer Drainage System Maintenance and Operation Activities; and (5) all other Developer costs and expenses pursuant to the terms and conditions of this Agreement and subject to all applicable Laws.

6. **City Right of Access**. In furtherance of this Agreement, Developer grants to City, its agents, officers, officials, employees, contractors, subcontractors, licensees and invitees (collectively the "**City Parties**") the right, permission and authority to enter upon the City Access Easement Areas in accordance with the terms of this Agreement and in compliance with all applicable Laws (including but not limited to, Section 11-16-260 of the Municipal Code), to inspect, access, sample or observe the Developer Drainage System in order to ensure that the Developer Drainage System is being properly maintained and is continuing to perform in an adequate manner to protect water quality and the public health and safety and to determine compliance with provisions of this Agreement, and all Laws. The permission includes the right to enter upon the City Access Easement Areas when the City has a reasonable basis to believe

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that a violation of this Agreement, the annual Developer Operation and Maintenance Plan (as defined below), any Laws, guidelines, criteria, or other written direction is occurring, has occurred or threatens to occur.

7. **Developer DWM Facility Work.**

- a. Upon execution of this Agreement, Developer will be responsible, at its sole cost and expense, for performing and completing the Developer DWM Facility Work, as described in **Exhibit C** in accordance with this Agreement.
- b. Prior to commencement of the construction of the Developer DWM Facility Work, Developer shall prepare and deliver to the Commissioner of the Department of Water Management for his review and approval proposed plans and specifications of the Developer DWM Facility Work which shall be in compliance with this Agreement.
- c. Developer shall obtain City approval of the plans and specifications for the Developer DWM Facility Work, including any update of the completion dates set forth in **Exhibit H** ("Developer DWM Facility Work Schedule"). City agrees that its approval of the submitted plans and specifications will not be unreasonably withheld or delayed. Upon approval by City, such plans and specifications shall be known as the "**Approved Plans**".
- d. Developer expressly agrees and warrants that the Developer DWM Facility Work shall be designed, constructed, and performed, at all times in a good and workmanlike manner and in compliance with all Laws, the Approved Plans, and this Agreement. To that end, Developer shall apply for, and receive all necessary building, public way and other permits required by Law, including the Municipal Code of Chicago ("**Permits**").
- e. Upon issuance of the Permits for the Developer DWM Facility Work, Developer shall diligently pursue completion of such Developer DWM Facility Work and shall complete such Developer DWM Facility Work in accordance with the Permits, the Approved Plans, and the Developer DWM Facility Work Schedule.
- f. Developer shall be responsible for obtaining approvals of or making suitable arrangements with (including payment to, if any) the persons or entities owning or controlling any currently existing utility or public service facility (or replacements or upgrades thereof in currently existing locations) that is duly authorized to occupy the public way and is required to be removed, relocated, altered, additionally maintained or restored because of the Developer DWM Facility Work.

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- g. Following the completion of the inspection, including testing required by applicable permits, of the Developer DWM Facility Work in accordance with and pursuant to the Permits, City will provide a punch list of items of Developer DWM Facility Work that are to be completed by Developer prior to acceptance by the City. Upon Developer's final completion of the Developer DWM Facility Work, including all required punch list items, all in accordance with the Approved Plans, Permits and delivery of as-built plans and assignments of warranties, City shall accept the Developer DWM Facility Work. Following turnover and acceptance of the Developer DWM Facility Work, as provided herein, Developer shall have no obligation to maintain the City Storm Sewers, except as otherwise provided by Law.

8. Developer Drainage System Construction Obligations.

- a. The Developer, at its own cost and expense, shall design, construct, and install the Developer Drainage System, including the No Build Area restrictions set forth on Exhibit D, in accordance with plans ("Drainage Plans") approved by the City and in accordance with this Agreement. The Developer expressly represents and warrants that the Developer Drainage System shall be designed and constructed in compliance with all Laws. Construction of the Developer Drainage System shall be subject to inspection by the City, which may require repair or modification to the construction of the Developer Drainage System, if necessary to ensure that the Developer Drainage System is built according to the Drainage Plans. Any deviations (before or during construction) from the approved Drainage Plans shall be subject to prior review and written approval by the City. Approved changes shall be incorporated into revised Drainage Plans which the Developer shall submit to the City prior to City's issuance of any action related to completion of the Project.
- b. The Developer shall be responsible, at its sole cost and expense, for obtaining permits and other governmental approvals and paying for any and all removals, relocations, alterations, maintenance and restorations of or to any New Dedicated Roadways or any other public right of way, utility, or municipal service structures located in or adjacent to the Developer Storm Sewer Easement Areas including, but not limited to, pavements, bridges, poles and utilities, which are or may be necessary or appropriate to facilitate construction of or work related to the Developer Drainage System. The Developer shall be responsible, at its sole cost and expense, for obtaining all permits and governmental approvals for the consent of, entering into all necessary agreements with, and making suitable arrangements with all entities owning and having an interest in such structures, including any City department.
- c. Developer shall, at its sole cost and expense, obtain all required building and other permits, and enter into all required agreements, for: (1) the construction of the Developer Drainage System and for the outfalls associated with the Developer Drainage System; and (2) the construction of the New Dedicated Roadways subject to CDOT standards. The City shall NOT be named as a permittee on any such permits, or as a party to any such agreements. Developer must specifically notify the IEPA and the MWRD that Developer is solely responsible for all outfalls from the

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Private Outfall System, including the Developer Drainage System.

- d. Prior to commencement of the construction, Developer shall prepare and deliver to the Commissioner of the Department of Water Management for his review and approval, proposed plans and specifications of the Developer Drainage System which shall be in compliance with this Agreement.
- e. Prior to commencement of the construction of the New Dedicated Roadways, Developer shall prepare and deliver to the Commissioner of the Department of Transportation for his/her review and approval proposed plans and specifications of the Developer Drainage System which shall be in compliance with this Agreement.

9. **Developer Maintenance and Operation Obligations:**

- a. Developer, its successor in interest, affiliate, or assignee, including, without limitation, an association formed for the purpose of managing and operating the Project Property and the Phase I Project (each, a "Developer Party" together, the "Developer Parties") shall operate, maintain, repair, if necessary, reconstruct the Developer Storm Sewer Easement Areas, the Developer Drainage System, and the Private Outfall System at its sole cost and expense.
- b. Developer or Developer Parties shall maintain the Developer Drainage System and Developer Storm Sewer Easement Areas, including correcting any unforeseen issues, to industry standards, as designed for optimal functioning. For the Phase I Project named herein, the specific minimal maintenance requirements are described in the operation and maintenance plan ("Developer Operation and Maintenance Plan") attached hereto as **Exhibit I** and made a part hereof.
- c. Developer or Developer Parties shall conduct inspections and prepare reports ("Inspection Reports") in accordance with the maintenance guidance contained in **Exhibit I** (or shall cause such inspections to be conducted and Inspection Reports to be prepared by an appropriately licensed contractor or other professional). The results of all inspections described in the maintenance guidance contained in **Exhibit I** shall be recorded on Inspection Reports and attached to the annual Developer Operation and Maintenance Plan, as required herein. Inspection Reports shall include a record of the volume of all accumulated sediment removed from the Developer Drainage System.
- d. Developer or Developer Parties shall retain Inspection Reports at a location on the Project Property for a period of at least five (5) years. The City may request Developer to provide copies of any or all Inspection Reports prepared during the prior five years in order to verify that inspection and maintenance of the Developer Drainage System has been conducted pursuant to this Agreement. Developer shall comply with any such request within five (5) working days.

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- e. An annual Developer Operation and Maintenance Plan shall be submitted annually by the Developer to the DWM Commissioner no later than December 31 of each year. The requirements of the annual Developer Operation and Maintenance Plan are set forth in **Exhibit H**. The annual Developer Operation and Maintenance Plan is subject to approval by the City, such approval not to be unreasonably withheld, conditioned, or delayed.
- f. Annually, on or before October 31 of each year, the Developer shall submit to the City a certification, sealed by a registered professional engineer, that the Developer Drainage System is functioning as intended, plus a certification by the Developer that: (1) the specific maintenance activities have occurred; (2) all nonroutine maintenance has been listed; and (3) that the annual Developer Operation and Maintenance Plan is adequate to ensure optimal functioning or that changes are recommended. Proposed changes to the annual Developer Operation and Maintenance Plan shall be submitted with the certification to the City of Chicago, Department of Buildings, Stormwater Review. Proposed changes to the annual Developer Operation and Maintenance Plan are subject to approval by the City. Additional information may be required for reporting purposes, as directed by the City.
- g. Landscaping of the area around the Developer Drainage System and Developer Storm Sewer Easement Areas shall not reduce the capacity or hinder operation and maintenance of the Developer Drainage System. Landscaping shall be maintained to ensure that landscape materials live and prosper. Re-vegetation and stabilization of areas may be required by the City.
- h. The Developer Drainage System and Developer Storm Sewer Easement Areas shall be maintained in a manner so as to control insects, odors and algae as determined necessary by the City.
- i. Any fencing or other security measures shall be maintained in good condition. If no fencing or security measures are included with the original construction, they shall be added at the Developer's expense at such time as the City determines that unauthorized persons are disturbing the Developer Drainage System or Developer Storm Sewer Easement Areas and that security measures will help prevent such unauthorized activity.
- j. Developer shall, or shall cause Developer Parties to, perform necessary non-routine maintenance actions in a timely manner so as to ensure continuous performance of the Developer Drainage System. All non-routine maintenance activities shall be noted in the next annual Developer Operation and Maintenance Plan.
- k. The Developer shall or shall cause Developer Parties to maintain the Developer Storm Sewer Easement Areas and Developer Drainage System so that the Developer Storm Sewer Easements and Developer Drainage System do not unduly interfere with any use of the public way by the City, the public, or any person or entity authorized to use or occupy the public way.

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- l. The Developer or Developer Parties shall pay for all utility expenses incurred with respect to the operation of the Developer Storm Sewer Easement Areas and Developer Drainage System.
- m. The Developer acknowledges and agrees that City is not responsible for the operation, maintenance, repair, reconstruction of or security of the Developer Drainage System, and City has no obligations with respect thereto.

10. **Post-Construction Changes and Modifications.** In the event the Developer Drainage System ceases to function consistent with Developer's design as set forth in this Agreement or is destroyed, damaged, removed, or modified in a manner that lessens its effectiveness, the Developer, at its sole cost and expense, shall restore, reconstruct and/or replace the Developer Drainage System, or any portion thereof, such that it operates to accomplish its intended purpose and as designed and approved.

At the request of the Developer, the annual Developer Operation and Maintenance Plan may be modified subject to the prior review and written approval by the City, which approval shall not be unreasonably withheld, conditioned, or delayed. Developer shall obtain any and all required permits and approvals prior to commencing work to modify the Developer Drainage System. Approved changes shall be incorporated into a revised annual Developer Operation and Maintenance Plan, which the Developer shall submit to the City prior to commencing work to modify the Developer Drainage System, or any portion thereof.

11. **Developer's Failure to Maintain the Developer Drainage System and Developer Storm Sewer Easement Areas.**

- a. In the event the Developer fails to maintain the Developer Drainage System including the Developer Storm Sewer Easement Areas in good working order acceptable to the City and in accordance with annual Developer Operations and Maintenance Plan, the City may pursue any enforcement action available at law or in equity to cause the maintenance work to be completed and may charge the costs of such enforcement action to the Developer in any manner authorized by law and in equity.
- b. In addition to all other rights and remedies available in law and in equity, if the Developer fails to maintain the Developer Drainage System and Developer Storm Sewer Easement Areas to the City's satisfaction and in accordance with the annual Developer Operation and Maintenance Plan, the City and its authorized agents and employees with reasonable notice, may enter the Developer Storm Sewer Easement Areas and take whatever steps it deems necessary and appropriate to return the Developer Drainage System or Developer Storm Sewer Easement Areas, as applicable, to good working order. Prior notice will not be necessary if emergency conditions require immediate remedial action. It is expressly understood and agreed that the City is under no obligation to operate, maintain, or repair the Developer

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Drainage System or the Developer Storm Sewer Easement Areas and in no event shall this Agreement be construed to impose any such obligation on the City.

The provisions of this Agreement are expressly declared to be for the benefit of the City. The City may bring an action to obtain specific performance of this Agreement and may recover its costs and expenses, including attorney fees, incurred in bringing such action.

12. **Reimbursement of City Expenditures.** In the event the City, pursuant to this Agreement, performs work of any nature (direct or indirect), including any re-inspections or any actions it deems necessary or appropriate to return the Developer Drainage System and/or Developer Storm Sewer Easement Areas to good working order, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, and the like, the Developer shall reimburse the City upon demand within thirty (30) calendar days of receipt thereof for the costs and expenses incurred by the City hereunder. If these costs and expenses are not paid within the prescribed time period, the City may assess the Developer the cost of the work, both direct and indirect, and applicable penalties. Said assessment shall be a lien against the Property, or prorated against the beneficial users of the Property, or may be placed on the Property tax bill and collected as ordinary taxes by the City. The actions described in this section are in addition to, and not in lieu of, any and all legal remedies as provided in equity or by Law, available to the City as a result of the Developer's failure to maintain the Developer Drainage System, and/or Developer Storm Sewer Easement Areas.

13. **Uses Within the Developer Storm Sewer Easement Areas.** Developer may from time to time install, maintain, operate, repair, renew, and replace all or any portion of the Developer Drainage System within the Developer Storm Sewer Easement Areas, in a manner acceptable to the DWM Commissioner, that meets requirements of all Laws, including, without limitation, CDOT regulations governing construction in the public way.

14. **Indemnity.** Developer shall, and shall cause the Developer Parties to, indemnify and hold harmless and defend City and its City Parties from and against any and all claims, demands, damages, lawsuits, legal proceedings, administrative proceedings, enforcement actions, losses, liens, liabilities, judgments, orders or decrees, casualties, occurrences and payments, and all costs and expenses, including, without limitation, attorneys' fees and court costs, and expenses related to litigation ("Claims"), claimed or which might arise or be asserted against the City and its City Parties, for death or injury of any person, or property damage whatsoever arising or resulting from the Developer's performance or non-performance of the Developer DWM Facility Work or the Developer's construction, presence, operation, or maintenance of the Developer Storm Sewer Easement Areas and Developer Drainage System, including the City's and/or combined outfall and the stormwater runoff from the public way, by Developer and/or any Developer Parties, or from the performance by the City of maintenance or repair activities at the Property as described above. In the event any legal action is taken against the City or any or all of the City Parties, the City may elect to tender said defense to Developer which shall and must defend such action or claim at

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Developer's own cost and expense, and City shall cooperate with Developer in the defense thereof and may reasonably participate in the defense of the Claim; provided however, that Developer shall not enter into any settlement of any such Claim without the consent of the City, which consent shall not be unreasonably withheld or denied. And, if any judgment or claims against any or City Parties shall be allowed, the Developer shall pay for all costs and expenses in connection herewith. City shall have the right to join Developer as a party defendant in any such legal action. This indemnity shall not be the exclusive remedy of the City, and City shall maintain whatever other right of indemnity it may have under common law, by statute, or by ordinance. The indemnification provided herein will be effective to the maximum extent permitted by Law and is not limited by any amount of insurance required under this Agreement. The provisions of this Section 13 shall survive any termination of this Agreement.

15. Insurance Required.

- A. Developer shall procure and maintain, and shall cause the Developer Parties and the Contractors, as defined herein, at Developer's sole expense (or the expense of Developer Parties and Contractors) to procure and maintain at all times during the Term of this Agreement, all of the types and coverages of insurance specified below, with insurance companies authorized to do business in the State of Illinois, covering all of Developer's use of the Property, (including but not limited to, prior to commencement of construction of the Developer DWM Facility Work, Developer Drainage System, and the New Dedicated Roadways, including any period when any Contractor is required to return to complete or correct any prior work), whether performed by the Developer, Developer Parties, or Developer's contractor or subcontractors (Developer's contractor or subcontractors being referred to herein as "Contractors").

i. Worker's Compensation and Employer's Liability Insurance. Developer shall procure and maintain Worker's Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement, and Employer's Liability Insurance with limits of not less than \$500,000 for each accident, illness or disease, or the full per occurrence limits of the policy, whichever is greater.

Contractors shall procure and maintain, and shall cause each of their subcontractors to procure and maintain, Worker's Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement, and Employer's Liability Insurance with limits of not less than \$1,000,000 for each accident, illness or disease for all employees who are to perform work on the Developer DWM Facility Work, Developer Drainage System, and the New Dedicated Roadways.

ii. Commercial General Liability Insurance (Primary and Umbrella). Developer shall procure and maintain Commercial General Liability Insurance, or equivalent, with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage shall include, at a minimum, all

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premises and operations, products/completed operations, independent contractors, explosion, collapse, underground, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

Contractors performing work on the Developer DWM Facility Work, Developer Drainage System, and the New Dedicated Roadways must provide limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability.

The City of Chicago is to be named as an additional insured under the Developer and all Contractors Commercial General Liability policies. Such additional insured coverage shall be provided on ISO endorsement form CG 2010 04 13 for ongoing operations and/or CG 2037 04 13 for after project completion or on a similar endorsement form acceptable to the City. The additional insured coverage must not have any limiting endorsements or language under the policy such as but not limited to, Developer's sole negligence or the additional insured's vicarious liability. Developer's liability insurance shall be primary without right of contribution by any other liability insurance or self-insurance maintained by or available to the City. Developer must require that the City is an additional insured on Commercial General Liability insurance required from Contractors.

- iii. Automobile Liability Insurance (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with Developer's use of the Project Property and the Phase I Project, Developer shall procure and maintain Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The City of Chicago shall be named as an additional insured with respect to such coverage on a primary, non-contributory basis.

When any motor vehicles (owned, non-owned and hired) are used in connection with Developer's use of the Project Property and the Phase I Project, Contractors shall procure and maintain Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The City of Chicago shall be named as an additional insured with respect to such coverage on a primary basis. Coverage must include but not be limited to, the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or devices, both on and off the Project site including on a primary basis. When applicable, coverage extension must include (a) an MCS-90 endorsement where required by the Motor Carrier Act of 1980 and (b) pollution coverage for loading, unloading and transportation chemical water, hazardous and special waste.

- iv. Professional Liability Insurance: When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, such parties shall procure and maintain Professional Liability Insurance covering acts, errors, or omissions with limits of not less than

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\$1,000,000. When a policy is renewed or replaced, the policy retroactive date must coincide with, or precede, the start of work under this Agreement. A claims-made policy that is not renewed or replaced must have an extended reporting period of two (2) years.

v. Excess/Umbrella. Contractors performing work for the Developer must procure and maintain an Excess/Umbrella Liability Insurance policy with limits of not less than \$10,000,000 per occurrence. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. If a general aggregate limit applies the general aggregate must apply per project/location. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractors may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections 14(A)(i) through 14(A)(v) herein.

vi. Builders Risk/Installation. Developer shall provide, or cause to be provided, All Risk Builders Risk /Installation Insurance at replacement cost for materials, supplies, equipment machinery and fixtures that are part of the construction work/project. Coverages shall include and not be limited to the following: material stored off-site and in-transit, earth movement, flood, water including overflow, leakage, sewer backup or seepage, collapse, debris removal and damage resulting from faulty workmanship or materials. The City of Chicago is to be named as additional insured and loss payee.

vii. Railroad Protective Liability (if applicable). When any work or services is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

viii. Contractors Pollution Liability. When any work performed involves a potential pollution risk that may arise from the operations of Contractor's scope of work or services, Contractor must provide Contractors Pollution Liability Insurance, covering bodily injury, property damage and other losses caused by pollution conditions with limits of not less than \$2,000,000 per occurrence. Coverage must include but not be limited to the following: completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal and if applicable, include transportation and non-owned disposal coverage. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work on the contract/project. A claims-

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made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured.

ix. All Risk Property. Following substantial completion of the Phase I Project, All Risk Property Insurance must be maintained by the Developer to insure against all loss or damage to the Developer DWM Facility Work and the Developer Drainage System that is part of this Agreement. Coverage shall include but not be limited to earth movement, flood, water including overflow, leakage, sewer backup or seepage, debris removal and collapse.

x. Pollution Legal Liability – (If Applicable). Pollution Legal Liability Insurance is to be provided by Contractor for Disposal Site Operator/Location covering bodily injury, property damage and other losses caused by pollution conditions that arise from the contract scope of services with limits of not less than \$2,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work on the contract/project. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured.

B) Additional Insurance Requirements

i. Evidence of Insurance. Developer and/or Contractor must furnish the Department of Water Management, 1000 E. Ohio Street, Chicago, Illinois 60611 Attn: Commissioner, and to the City, Department of Finance, Risk Management Office, 333 S. State Street, 4th Floor, Chicago, IL 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal certificates of insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Developer and Contractor must submit evidence of insurance prior to execution of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Contract. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Developer and Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Developer and Contractor must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Developer and Contractor for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

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- ii. Failure to Maintain Insurance. Failure of the Developer and/or Contractor to comply with required coverage and terms and conditions outlined herein will not limit Developer's and Contractor's liability or responsibility nor does it relieve Developer and/or Contractor of its obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.
- iii. Notice of Material Change, Cancellation or Non-Renewal. Developer and/or Contractor must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.
- iv. Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Developer and/or Contractor.
- v. Waiver of Subrogation. Developer and/or Contractor hereby waives its rights and its insurer(s)' rights of and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Agreement. Developer and/or Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Contractor's insurer(s).
- vi. Developer and Contractor's Insurance Primary. All insurance required of Developer and/or Contractor under this Agreement shall be endorsed to state that Developer and Contractor's insurance policy is primary and, except with respect to auto policies, not contributory with any insurance carrier by the City.
- vii. No Limitation as to Developer and Contractor's Liabilities. The coverages and limits furnished by Developer and Contractor in no way limit the Developer and Contractor's liabilities and responsibilities specified within the Agreement or by law.
- viii. No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Developer and/or Contractor under this Agreement.
- ix. Insurance not Limited by Indemnification. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.
- x. Insurance and Limits Maintained. If Developer and/or Contractor maintains

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higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled the higher limits and/or broader coverage maintained by Developer and/or Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

xi. Joint Venture or Limited Liability Company. If Developer and/or Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

xii. Other Insurance obtained by Developer and Contractor. If Developer and/or Contractor desire(s) additional coverages, the Developer and/or Contractor will be responsible for the acquisition and cost.

xiii. Insurance required of subcontractors. Developer and/or Contractor shall name subcontractor(s) as a named insured(s) under Developer and Contractor's insurance or Developer and Contractor will require each subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in this Section 14, Insurance Required. The limits of coverage will be determined by Developer and/or Contractor. Developer and Contractor shall determine if subcontractor(s) must also provide any additional coverage or other coverage outlined in this Section 14, Insurance Required. Developer and/or Contractor is responsible for ensuring that each subcontractor has named the City as an additional insured where required and name the City as an additional insured under the Commercial General Liability on ISO form CG 2010 10 01 and CG 2037 10 01 for ongoing operation and completed operations on an endorsement form at least as broad and acceptable to the City. Developer and/or Contractor is also responsible for ensuring that each subcontractor has complied with the required coverage and terms and conditions outlined in this Section 14(B), Additional Requirements. When requested by the City, Developer and/or Contractor must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance.

C. City's Right to Modify Insurance Provisions. Notwithstanding any provisions in the Agreement to the contrary, the City's Risk Management Department maintains the right to modify, delete, alter, make exception, or change these requirements set forth in this insurance section, provided, that such insurance changes do not increase the above mentioned insurance requirements.

16. Damage to the Developer DWM Facility Work, Developer Storm Sewer Easement Areas or New Dedicated Roadways. Developer shall be responsible, at its sole cost and expense, for any damage to the Developer DWM Facility Work, Developer Storm Sewer Easement Areas, New Dedicated Roadways, or any improvements thereon caused by the entry onto or use of the Developer DWM Facility Work, Developer Storm Sewer Easement

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Areas or the New Dedicated Roadways by the Developer, Developer Parties, or the exercise of any of Developer's rights hereunder. In the event of any such damage, Developer shall immediately notify City thereof, and thereafter Developer shall file a claim for reimbursement under its insurance policies required under the insurance provisions set forth herein. Developer shall use due care in exercising its rights under the Agreement.

17. **Covenants Run with Land.** All provisions of this Agreement, including the benefits and burdens, shall run with the land and are binding upon and inure to the benefit the City and Developer and their respective successors, transferees, and/or assigns having or acquiring any right, title or interest in or to any portion of, or interest or estate in, the Property or the various easement areas set forth in this Agreement. Whenever the Property or any interest in the Property is sold, conveyed or otherwise transferred, it shall be subject to all obligations of performance from and after the date of conveyance and this Agreement which shall apply to, bind and be obligatory to all present and subsequent owners, and their successors and/or assigns of the Property.

18. **Severability.** The provisions of this Agreement shall be severable and if any phrase, clause, section, subsection, paragraph, subdivision, sentence or provision is adjudged invalid or unconstitutional by a court of competent jurisdiction, or the applicability to any Developer is held invalid, this shall not affect or invalidate the remainder of any phrase, clause, section, subsection, paragraph, subdivision, sentence or provision of this Agreement.

19. **Recordation.** This Agreement shall be recorded by the Developer, within five (5) business days, or such time as agreed upon by both Parties, after the execution date of this Agreement as stated above among the deed records of the County Recorder's Office of the County of Cook, Illinois at the Developer's sole cost and expense. Recording of the Agreement shall constitute notice of the obligations of this Agreement and a covenant running with the land which shall be binding upon all of the successors, transferees and assigns in title to the Property.

20. **Effective Date and Modification.** This Agreement is effective upon the date of execution as stated at the beginning of this Agreement. This Agreement shall not be modified except by written instrument executed by the City and the Developer at the time of modification. Such modifications shall be effective upon the date of execution and shall be recorded by the Developer at its sole cost and expense.

21. **General Provisions.**

- a. The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Cook.

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With a copy to:

DLA Piper US LLP
444 West Lake Street
Suite 900
Chicago, Illinois 60601
Attn: Rich Klawiter & Liz Butler

Addressees may be changed by the Parties by notice given in accordance with the provisions hereof.

24. **Counterparts Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.

IN WITNESS WHEREOF, City and Developer have caused this instrument to be executed and delivered as of the day and year first above written.

CITY

CITY OF CHICAGO, an Illinois municipal corporation, by and through its Department of Water Management

By: Randy Conner

Name: Randy Conner

Title: Commissioner

DEVELOPER

NP AVENUE O, LLC,

By: NPD Management, LLC, its manager

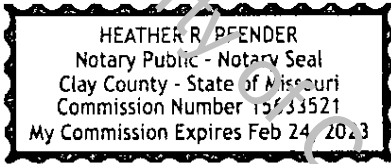
By: Nathaniel Hagedorn, Manager

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STATE OF MISSOURI)
) SS
COUNTY OF PLATTE)

I, the undersigned, a Notary Public in and for the said County and State aforesaid, do hereby certify that Nathaniel Hagedorn, in his/her position as manager of NPD Management, LLC, manager of NP Avenue O, LLC, an Missouri limited liability company, 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 acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, as of said manager, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 12th day of November, 2020



[Handwritten Signature]

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, TINA DE SANTO, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Randy Conner, the Commissioner of the City of Chicago, Department of Water Management personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Commissioner, respectively, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said City of Chicago, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19th day of November, 2020.

[Handwritten Signature]

Notary Public



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EXHIBITS

- A. PLAT OF SUBDIVISION
- B. LEGAL DESCRIPTION OF PROJECT PROPERTY
- C. DEVELOPER DWM FACILITY WORK
- D. PLAT OF NO BUILD RESTRICTION
- E. DEVELOPER STORM SEWER FACILITIES AND PRIVATE OUTFALL SYSTEM
- F. CITY ACCESS EASEMENT AREAS
- G. DEVELOPER STORM SEWER EASEMENT AREAS
- H. DEVELOPER DWM FACILITY WORK SCHEDULE
- I. FORM OF ANNUAL DEVELOPER OPERATION AND MAINTENANCE PLAN

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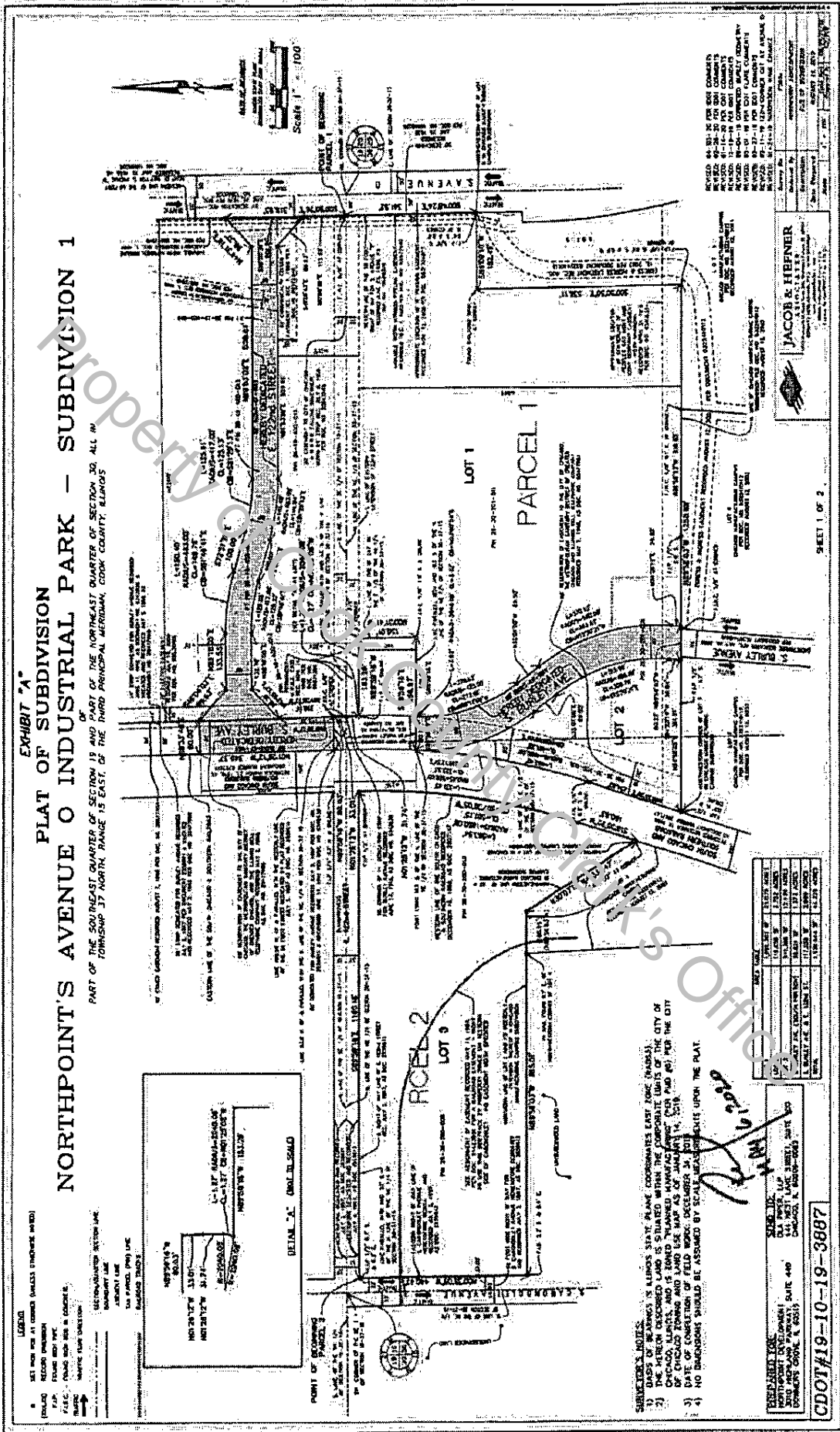
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Exhibit A

Plat of Subdivision

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Exhibit B

**Legal Description of Project
Property**

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EXHIBIT B

NORTHPOINT'S AVENUE O INDUSTRIAL PARK – SUBDIVISION 1

PARCEL 1:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 19 AND THAT PART OF THE NORTHEAST QUARTER OF SECTION 30, ALL IN TOWNSHIP 37 NORTH, RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, BEING BOUNDED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30 WITH THE WESTERN RIGHT OF WAY LINE OF S. AVENUE O, SAID RIGHT OF WAY BEING A 50 FOOT STRIP OF LAND RECORDED JUNE 25, 1930, AS DOCUMENT NUMBER 10690326 IN THE OFFICE OF THE COOK COUNTY RECORDER, SAID POINT LYING 50 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE SOUTH 00 DEGREES 48 MINUTES 24 SECONDS EAST (BASIS OF BEARINGS – ILLINOIS STATE PLANE COORDINATES EAST ZONE (NAD83)) ALONG SAID WESTERN RIGHT OF WAY LINE OF S. AVENUE O, SAID LINE BEING PARALLEL WITH AND 50 FEET WESTERLY OF THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 341.52 FEET TO THE NORTHEASTERN CORNER OF LOT 9 IN CHICAGO MANUFACTURING CAMPUS SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 12, 2003, AS DOCUMENT NUMBER 0322410112 IN THE OFFICE OF THE COOK COUNTY RECORDER (THE FOLLOWING THREE (3) COURSES ARE ALONG THE BOUNDARY OF SAID CHICAGO MANUFACTURING CAMPUS SUBDIVISION PLAT); (1) THENCE SOUTH 89 DEGREES 09 MINUTES 10 SECONDS WEST 162.49 FEET; (2) THENCE SOUTH 00 DEGREES 50 MINUTES 50 SECONDS EAST 538.11 FEET; (3) THENCE NORTH 89 DEGREES 58 MINUTES 03 SECONDS WEST 1,258.99 FEET TO THE NORTHWESTERN CORNER OF LOT 7 IN THE AFORESAID CHICAGO MANUFACTURING CAMPUS SUBDIVISION, SAID POINT LYING ON THE EASTERN LINE OF THE 100 FOOT STRIP OF LAND GRANTED TO THE SOUTH CHICAGO AND SOUTHERN RAILROAD RECORDED DECEMBER 19, 1899, AS DOCUMENT NUMBER 2907147 IN THE OFFICE OF THE COOK COUNTY RECORDER, SAID LINE ALSO BEING THE WESTERN LINE OF THE 80 FOOT WIDE FORMERLY VACATED BURLEY AND BRANDON AVENUE AND RESERVATION OF EASEMENT TO THE CITY OF CHICAGO, THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO AND ILLINOIS BELL TELEPHONE COMPANY RECORDED MAY 2, 1968, AS DOCUMENT NUMBER 20477961 IN THE OFFICE OF THE COOK COUNTY RECORDER (THE FOLLOWING TWO (2) COURSES ARE ALONG THE WESTERN LINE OF SAID 80 FOOT RESERVATION OF EASEMENT STRIP; (1) THENCE NORTH 16 DEGREES 35 MINUTES 20 SECONDS EAST 254.83 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE WEST; (2) THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1,960.08 FEET AND AN ARC DISTANCE OF 462.42 FEET TO A POINT LYING 183 FEET SOUTH OF (MEASURED PERPENDICULAR TO) THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 09 DEGREES 49 MINUTES 49 SECONDS EAST 461.35 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 16 SECONDS EAST ALONG A LINE PARALLEL WITH AND 183 FEET SOUTHERLY OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30 A DISTANCE OF 266.97 FEET TO A POINT ON THE EAST LINE OF THE WEST 247 FEET OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE NORTH 00 DEGREES 31 MINUTES 41 SECONDS WEST

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ALONG SAID EAST LINE OF THE WEST 247 FEET OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 150.01 FEET TO A POINT LYING 33 FEET SOUTH OF (MEASURED PERPENDICULAR TO) THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE NORTH 89 DEGREES 59 MINUTES 16 SECONDS WEST ALONG A LINE PARALLEL WITH AND 33 FEET SOUTHERLY OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30 A DISTANCE OF 183.26 FEET TO A POINT ON THE EASTERN LINE OF THE 80 FOOT WIDE DEDICATION FOR BURLEY AVENUE RECORDED JUNE 17, 1918, AS DOCUMENT NUMBER 6342629 IN THE OFFICE OF THE COOK COUNTY RECORDER, SAID POINT BEING ON A NON-TANGENT CURVE BEING CONCAVE TO THE WEST; THENCE NORTHERLY ALONG THE EASTERN LINE OF SAID BURLEY AVENUE AND ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 2,040.08 FEET AND AN ARC DISTANCE OF 1.27 FEET TO ITS POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 01 DEGREES 25 MINUTES 08 SECONDS WEST 1.27 FEET; THENCE CONTINUING ALONG THE EASTERN LINE OF SAID BURLEY AVENUE NORTH 01 DEGREES 26 MINUTES 12 SECONDS WEST 31.74 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, SAID POINT ALSO BEING THE SOUTHEASTERN CORNER OF THE 14 FOOT DEDICATION STRIP FOR BURLEY AVENUE RECORDED JUNE 17, 1918, AS DOCUMENT NUMBER 6342630 IN THE OFFICE OF THE COOK COUNTY RECORDER; THENCE NORTH 01 DEGREES 26 MINUTES 12 SECONDS WEST ALONG THE EASTERN LINE OF SAID BURLEY AVENUE 33.01 FEET TO A POINT LYING 33 FEET NORTHERLY OF (MEASURED PERPENDICULAR TO) THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, SAID POINT ALSO BEING THE SOUTHEASTERN CORNER OF THE 80 FOOT WIDE FORMERLY VACATED BURLEY AVENUE AND RESERVATION OF EASEMENT TO THE CITY OF CHICAGO, THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO AND ILLINOIS BELL TELEPHONE COMPANY RECORDED MAY 2, 1968, AS DOCUMENT NUMBER 20477960 IN THE OFFICE OF THE COOK COUNTY RECORDER (THE FOLLOWING TWO (2) COURSES ARE ALONG THE SOUTHERN AND WESTERN LINES OF SAID FORMER VACATED BURLEY AVENUE AND RESERVATION OF EASEMENT STRIP; (1) THENCE NORTH 89 DEGREES 59 MINUTES 16 SECONDS WEST 80.03 FEET TO THE EASTERN LINE OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD RECORDED MARCH 23, 1918, AS DOCUMENT NUMBER 6292041 IN THE OFFICE OF THE COOK COUNTY RECORDER, SAID LINE ALSO BEING THE WESTERN LINE OF THE 80 FOOT WIDE RESERVATION OF EASEMENT RECORDED MAY 2, 1968, AS DOCUMENT NUMBER 20477960 IN THE OFFICE OF THE COOK COUNTY RECORDER; 2) THENCE NORTH 01 DEGREES 26 MINUTES 12 SECONDS WEST ALONG THE WESTERN LINE OF SAID 80 FOOT WIDE RESERVATION OF EASEMENT STRIP 349.37 FEET; THENCE NORTH 88 DEGREES 33 MINUTES 48 SECONDS EAST PERPENDICULAR TO THE WESTERN LINE OF SAID 80 FOOT WIDE RESERVATION OF EASEMENT STRIP A DISTANCE OF 80.00 FEET; THENCE SOUTH 46 DEGREES 04 MINUTES 03 SECONDS EAST 99.63 FEET; THENCE NORTH 89 DEGREES 18 MINUTES 05 SECONDS EAST 133.55 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE SOUTH; THENCE EASTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 483.00 FEET AND AN ARC DISTANCE OF 150.40 FEET TO ITS POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 81 DEGREES 46 MINUTES 41 SECONDS EAST 149.79 FEET; THENCE SOUTH 72 DEGREES 51 MINUTES 28 SECONDS EAST 100.00 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE NORTH; THENCE EASTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 417.00 FEET AND AN ARC DISTANCE OF 125.61 FEET TO ITS POINT OF TANGENCY, SAID CURVE SUBTENDED BY A CHORD BEARING OF SOUTH 81 DEGREES 29 MINUTES 13 SECONDS EAST 125.13

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FEET; THENCE NORTH 89 DEGREES 53 MINUTES 02 SECONDS EAST 558.81 FEET; THENCE NORTH 44 DEGREES 31 MINUTES 18 SECONDS EAST 98.37 FEET TO A POINT ON THE AFORESAID WESTERN RIGHT OF WAY LINE OF S. AVENUE O; THENCE SOUTH 00 DEGREES 50 MINUTES 26 SECONDS EAST ALONG SAID WESTERN RIGHT OF WAY LINE 318.93 FEET TO THE **POINT OF BEGINNING**, IN COOK COUNTY, ILLINOIS, CONTAINING 1,389,546 SQUARE FEET OR 31.900 ACRES MORE OR LESS.

TOGETHER WITH: PARCEL 2:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 30, IN TOWNSHIP 37 NORTH, RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, BEING BOUNDED AS FOLLOWS:

BEGINNING AT A POINT LYING 33.00 FEET SOUTHERLY OF (MEASURED PERPENDICULAR TO) THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, AND LYING 33.00 FEET EASTERLY OF (MEASURED PERPENDICULAR TO) THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE SOUTH 89 DEGREES 59 MINUTES 16 SECONDS EAST (BASIS OF BEARINGS – ILLINOIS STATE PLANE COORDINATES EAST ZONE (NAD83)) ALONG A LINE PARALLEL WITH AND 33 FEET SOUTHERLY OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, SAID LINE ALSO BEING THE SOUTHERN RIGHT OF WAY LINE OF THE 33 FOOT STRIP OF LAND DEDICATED FOR E. 122ND STREET RECORDED JULY 2, 1897, AS DOCUMENT NUMBER 2559612 IN THE OFFICE OF THE COOK COUNTY RECORDER, A DISTANCE OF 1,160.48 FEET TO A POINT ON THE WESTERN LINE OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD PROPERTY RECORDED DECEMBER 19, 1899, AS DOCUMENT NUMBER 2907147 IN THE OFFICE OF THE COOK COUNTY RECORDER, SAID POINT LYING 100 FEET WESTERLY OF (MEASURED PERPENDICULAR TO) THE WESTERN LINE OF THAT 80 FOOT STRIP FORMERLY DEDICATED FOR BURLEY AVENUE RECORDED JUNE 17, 1918, AS DOCUMENT 0342629 IN THE OFFICE OF THE COOK COUNTY RECORDER, SAID POINT LYING ON A NON-TANGENT CURVE BEING CONCAVE TO THE WEST; THENCE SOUTHERLY ALONG THE WESTERN LINE OF SAID SOUTH CHICAGO AND SOUTHERN RAILROAD PROPERTY AND ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1,860.08 FEET AND AN ARC DISTANCE OF 583.54 FEET TO ITS POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 07 DEGREES 36 MINUTES 05 SECONDS WEST 581.15 FEET; THENCE CONTINUING ALONG THE WESTERN LINE OF SAID SOUTH CHICAGO AND SOUTHERN RAILROAD PROPERTY SOUTH 16 DEGREES 35 MINUTES 20 SECONDS WEST 160.63 FEET TO THE NORTHEASTERN CORNER OF LOT 4 IN CHICAGO MANUFACTURING CAMPUS SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 12, 2003, AS DOCUMENT NUMBER 0322410112 IN THE OFFICE OF THE COOK COUNTY RECORDER; THENCE NORTH 30 DEGREES 07 MINUTES 15 SECONDS WEST ALONG A NORTHEASTERN LINE OF SAID LOT 4, A DISTANCE OF 334.47 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 03 SECONDS WEST ALONG THE NORTHERN LINE OF SAID LOT 4 AND ITS WESTERLY EXTENSION THEREOF A DISTANCE OF 865.01 FEET TO THE EASTERN RIGHT OF WAY LINE OF THE 66 FOOT WIDE STRIP OF LAND DEDICATED FOR S. CARONDOLET AVENUE RECORDED JULY 2, 1897, AS DOCUMENT NUMBER 2559612 IN THE OFFICE OF THE COOK COUNTY RECORDER, SAID POINT LYING 33 FEET EASTERLY OF (MEASURED PERPENDICULAR TO) THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE NORTH 00 DEGREES 38 MINUTES 08 SECONDS WEST ALONG SAID EASTERN RIGHT OF WAY LINE OF S. CARONDOLET AVENUE 440.47 FEET TO THE **POINT OF BEGINNING**, IN

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COOK COUNTY, ILLINOIS, CONTAINING 541,398 SQUARE FEET OR 12.429 ACRES,
MORE OR LESS, CONTAINING IN ALL 1,930,944 SQUARE FEET OR 44.329 ACRES, MORE
OR LESS.

Property of Cook County Clerk's Office

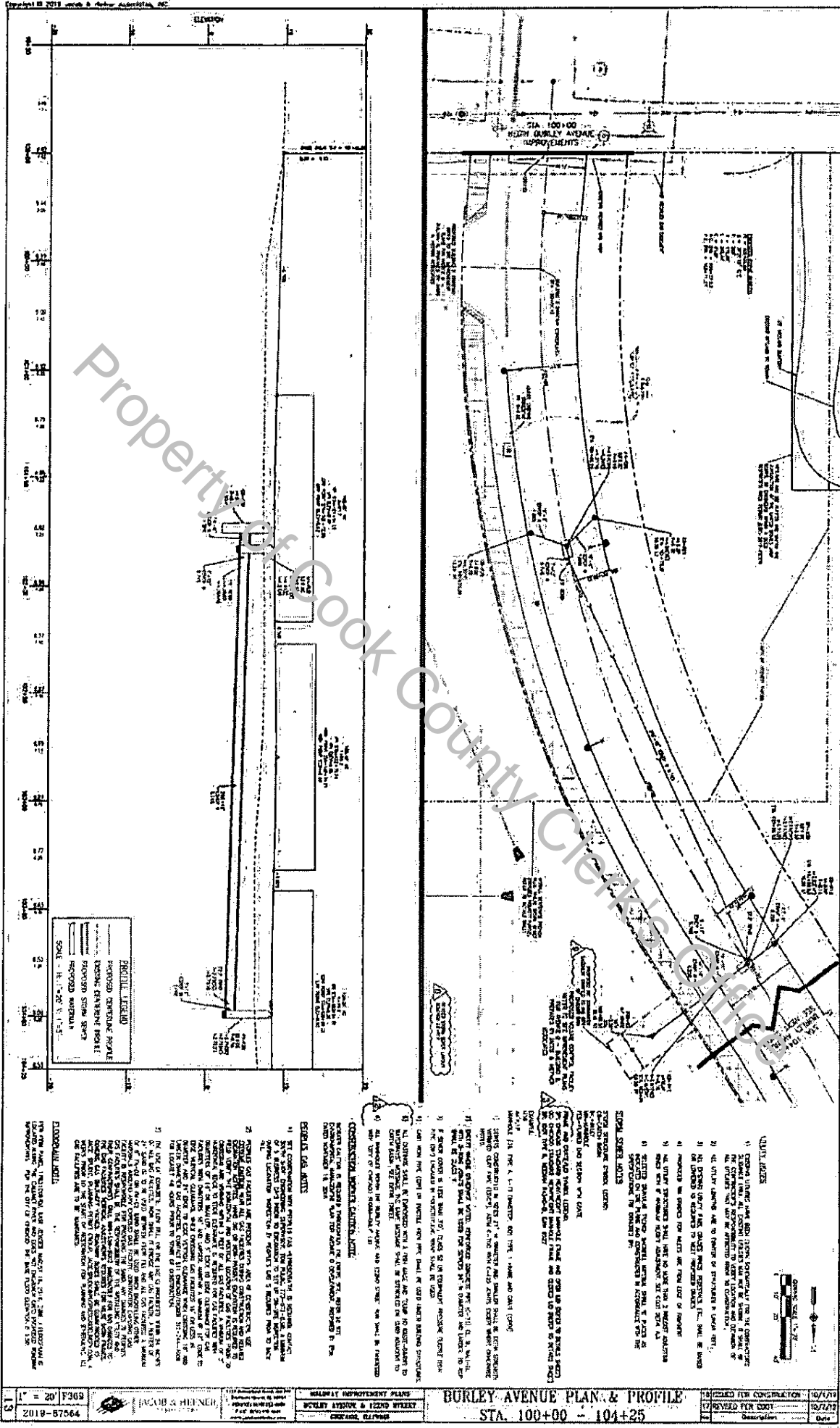
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Exhibit C

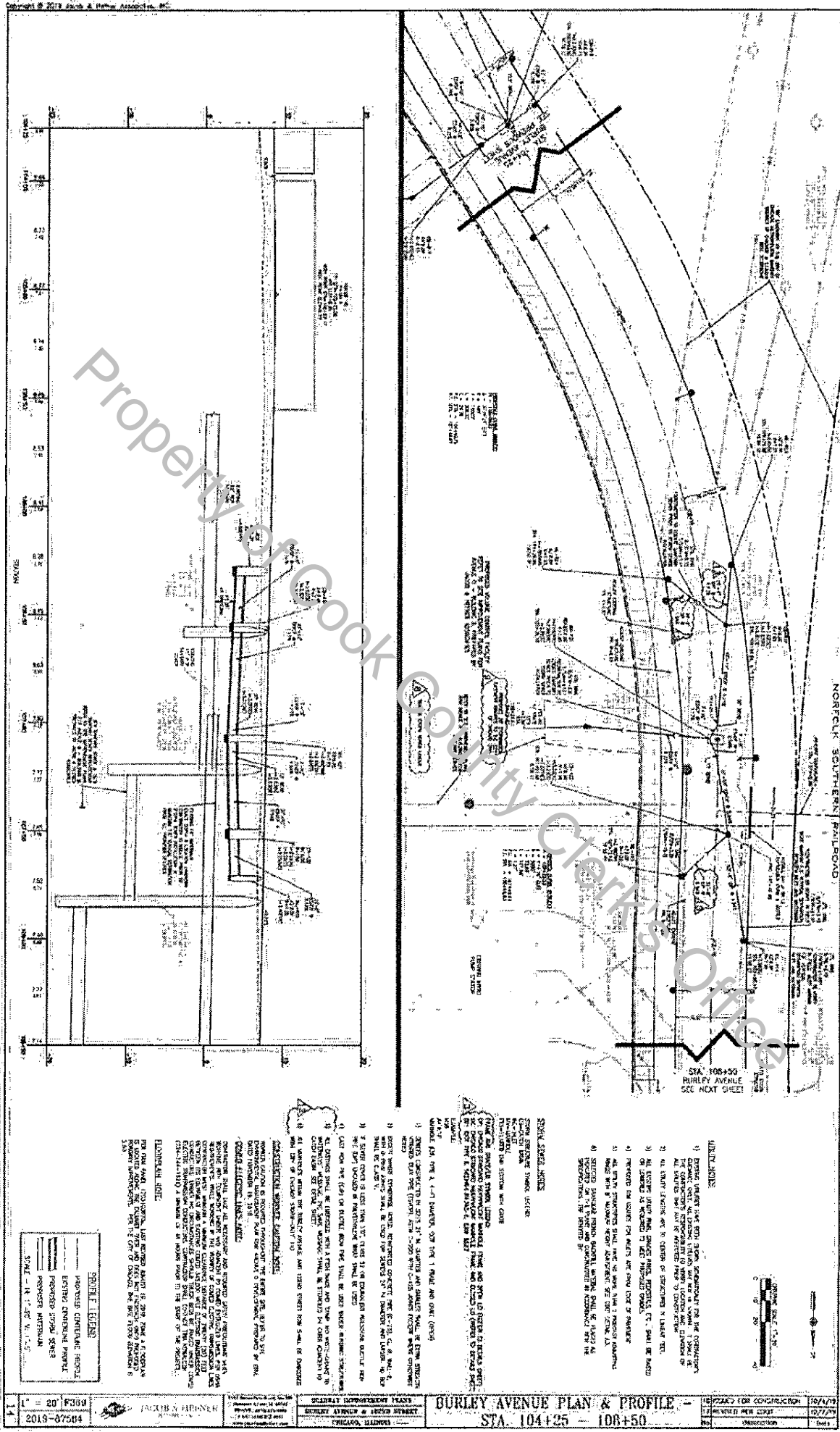
Developer DWM Facility Work

Property of Cook County Clerk's Office

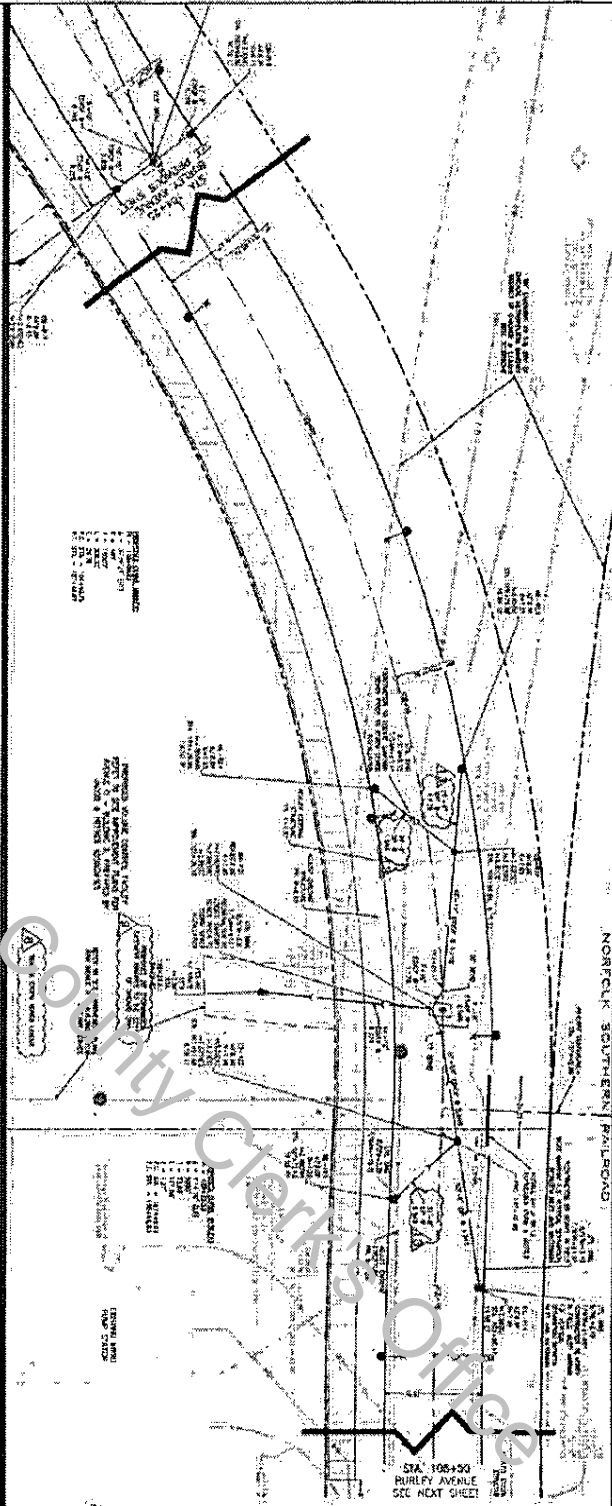
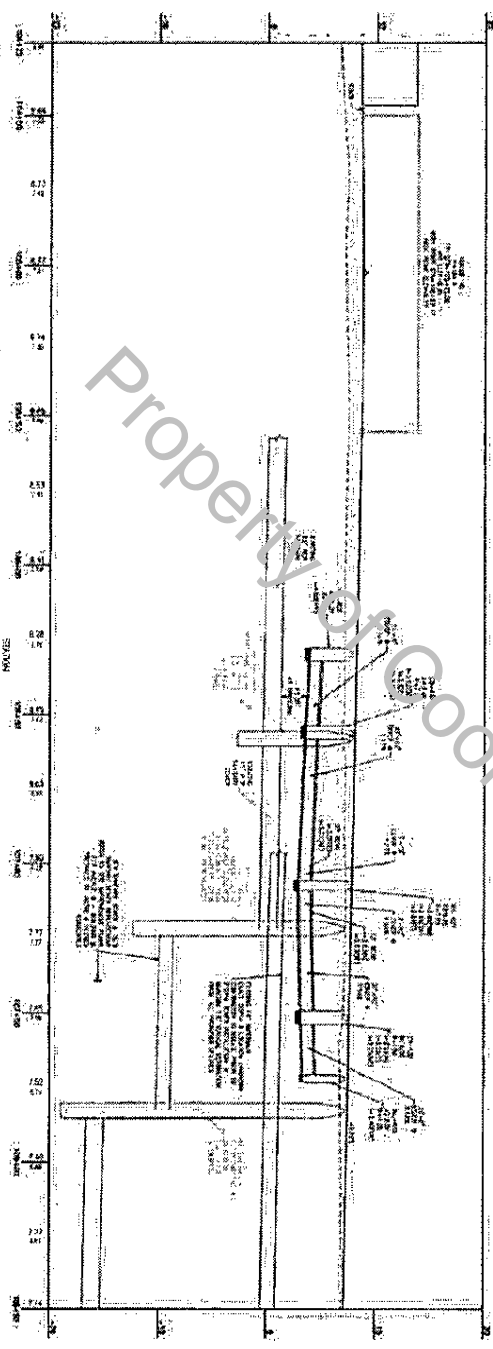
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Property of Cook County, Illinois



STA. 105+50
DURLEY AVENUE
SEC NEXT SHEET

GENERAL NOTES

- 1) GENERAL NOTES FOR THIS PROJECT ARE LOCATED IN THE CONSTRUCTION DOCUMENTS AND SHOULD BE READ IN CONJUNCTION WITH THE SPECIFICATIONS AND STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
- 2) ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF UNLESS OTHERWISE NOTED.
- 3) ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
- 4) ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
- 5) ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
- 6) ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

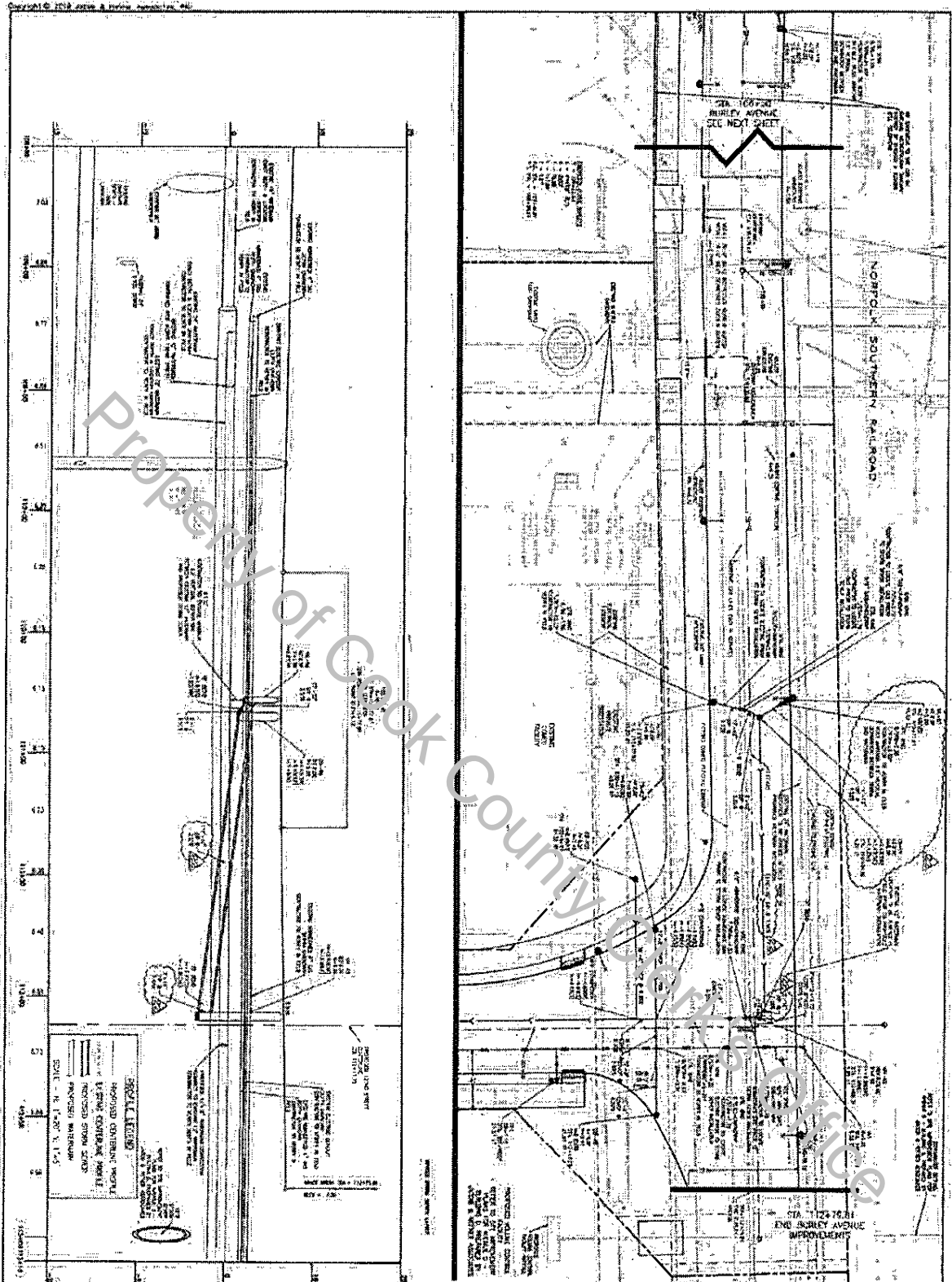
STANDARD SPECIFICATIONS

- 1) STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION, AS ADOPTED BY THE BOARD OF SUPERVISORS OF COOK COUNTY, ILLINOIS.
- 2) STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION, AS ADOPTED BY THE BOARD OF SUPERVISORS OF COOK COUNTY, ILLINOIS.
- 3) STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION, AS ADOPTED BY THE BOARD OF SUPERVISORS OF COOK COUNTY, ILLINOIS.
- 4) STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION, AS ADOPTED BY THE BOARD OF SUPERVISORS OF COOK COUNTY, ILLINOIS.

DESIGNED BY	PROJECT ENGINEER
CHECKED BY	PROJECT SUPERVISOR
DATE	DATE

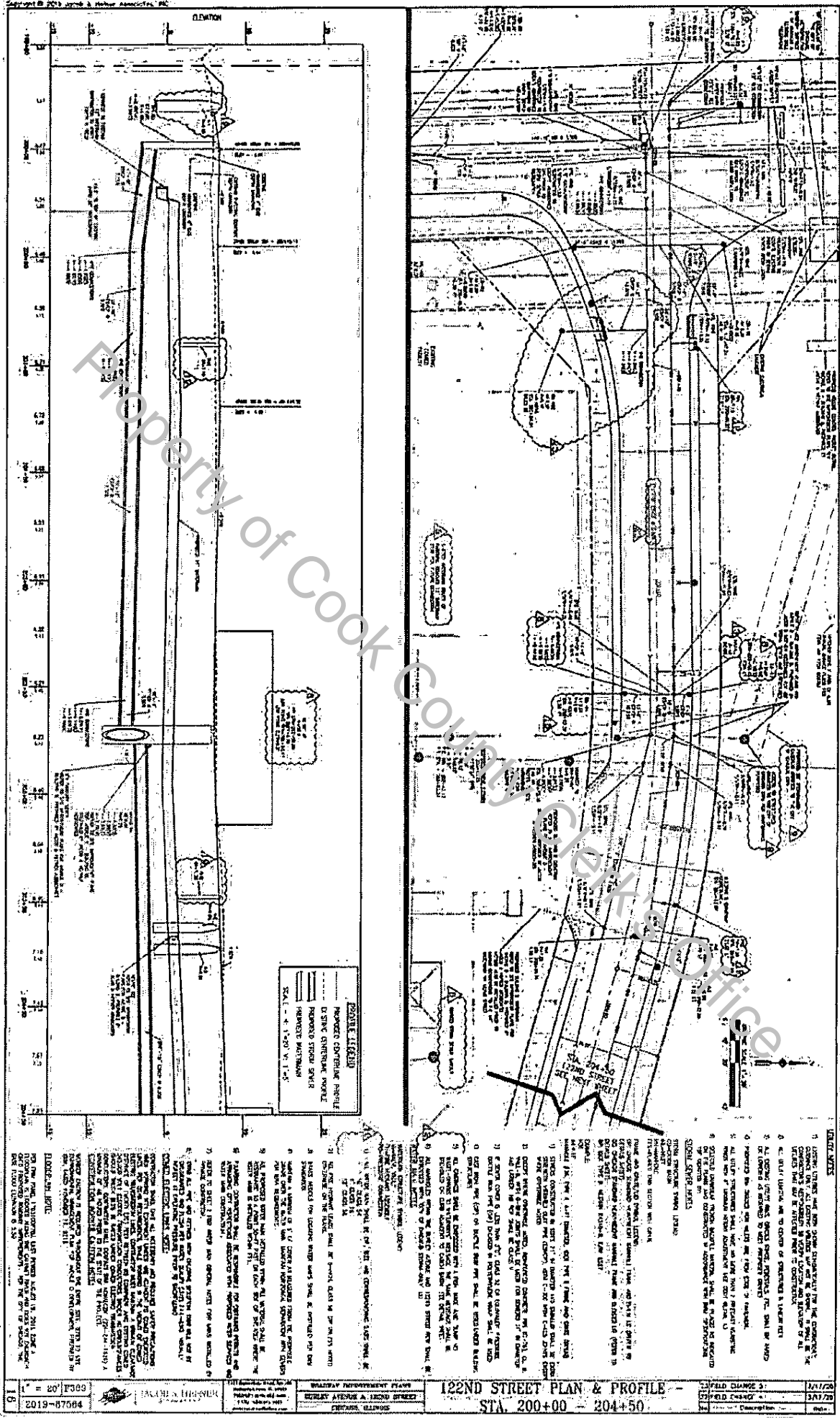
L = 20' F369 2019-07544		PROPOSED IMPROVEMENT PLAN DURLEY AVENUE - 104+25 TO 108+50 CHICAGO, ILLINOIS	DURLEY AVENUE PLAN & PROFILE STA. 104+25 - 108+50	PREPARED FOR CONSTRUCTION: 10/4/19 REVIEWED AND APPROVED: 10/27/19 DATE: 10/27/19
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- GENERAL NOTES:**
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 3. ALL UTILITIES SHOWN ON THIS PLAN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
 5. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AND EROSION CONTROL MEASURES THROUGHOUT THE PROJECT.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND RESTORATION OF ALL ENVIRONMENTAL FEATURES.
 7. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND RESTORATION OF ALL ENVIRONMENTAL FEATURES.
 9. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND RESTORATION OF ALL ENVIRONMENTAL FEATURES.

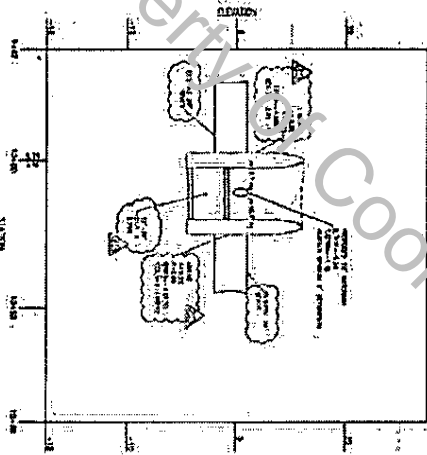
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1" = 20' 2019-875684	JACOBS & ASSOCIATES 1000 N. LAKE STREET SUITE 200 CHICAGO, IL 60610 TEL: 312.467.2000 FAX: 312.467.2001 WWW.JACOBS.COM	STANDARD PRELIMINARY PLAN 122ND STREET STA. 200+00 TO 204+50	FIELD CHANGE 1 1/21/20 FIELD CHANGE 2 5/21/20
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LEGEND

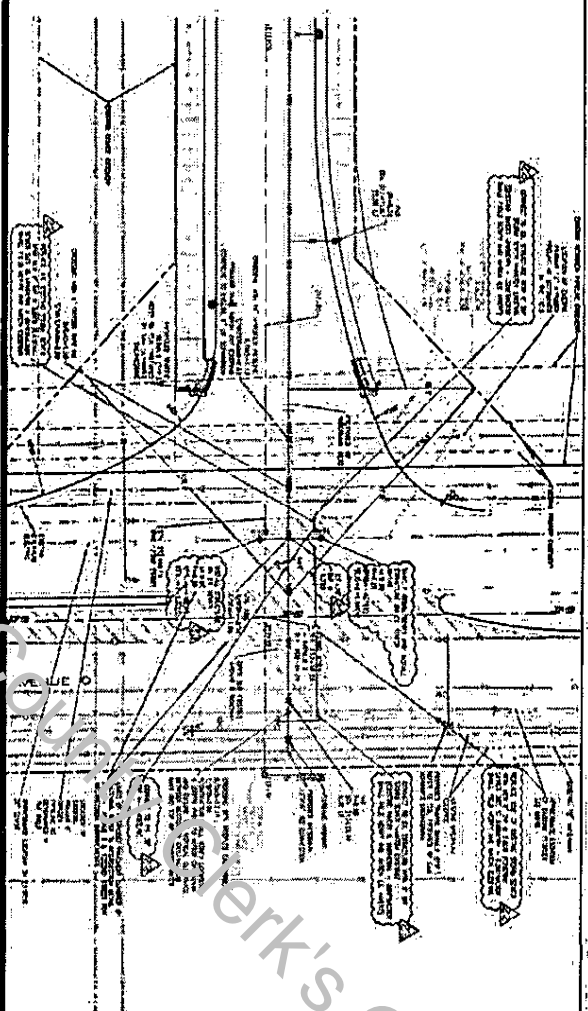
EXISTING LOT/BLDG

PROPOSED DRIVEWAY/PARKING DRIVE/STAIRWAY

PROPOSED STORM SEWER

PROPOSED WALKWAY

SCALE - 1" = 10' - 0" V. 1" = 5'



GENERAL NOTES

- 1) EXISTING UTILITIES HAVE BEEN SHOWN APPROXIMATELY AND ARE NOT TO BE RELIED UPON FOR EXACT LOCATION, DEPTH, SIZE, OR CHARACTERISTICS. ALL UTILITIES SHALL BE LOCATED AND DEPTH DETERMINED BY FIELD SURVEY.
- 2) CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO'S STANDARD SPECIFICATIONS FOR CONSTRUCTION OF STORM SEWER SYSTEMS, LATEST EDITION.
- 3) ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO'S STANDARD SPECIFICATIONS FOR CONSTRUCTION OF STORM SEWER SYSTEMS, LATEST EDITION.
- 4) ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO'S STANDARD SPECIFICATIONS FOR CONSTRUCTION OF STORM SEWER SYSTEMS, LATEST EDITION.

GENERAL NOTES (continued)

- 5) ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO'S STANDARD SPECIFICATIONS FOR CONSTRUCTION OF STORM SEWER SYSTEMS, LATEST EDITION.
- 6) ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO'S STANDARD SPECIFICATIONS FOR CONSTRUCTION OF STORM SEWER SYSTEMS, LATEST EDITION.
- 7) ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO'S STANDARD SPECIFICATIONS FOR CONSTRUCTION OF STORM SEWER SYSTEMS, LATEST EDITION.
- 8) ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO'S STANDARD SPECIFICATIONS FOR CONSTRUCTION OF STORM SEWER SYSTEMS, LATEST EDITION.
- 9) ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO'S STANDARD SPECIFICATIONS FOR CONSTRUCTION OF STORM SEWER SYSTEMS, LATEST EDITION.
- 10) ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO'S STANDARD SPECIFICATIONS FOR CONSTRUCTION OF STORM SEWER SYSTEMS, LATEST EDITION.

GENERAL NOTES (continued)

- 11) ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO'S STANDARD SPECIFICATIONS FOR CONSTRUCTION OF STORM SEWER SYSTEMS, LATEST EDITION.
- 12) ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO'S STANDARD SPECIFICATIONS FOR CONSTRUCTION OF STORM SEWER SYSTEMS, LATEST EDITION.
- 13) ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO'S STANDARD SPECIFICATIONS FOR CONSTRUCTION OF STORM SEWER SYSTEMS, LATEST EDITION.
- 14) ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO'S STANDARD SPECIFICATIONS FOR CONSTRUCTION OF STORM SEWER SYSTEMS, LATEST EDITION.
- 15) ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO'S STANDARD SPECIFICATIONS FOR CONSTRUCTION OF STORM SEWER SYSTEMS, LATEST EDITION.

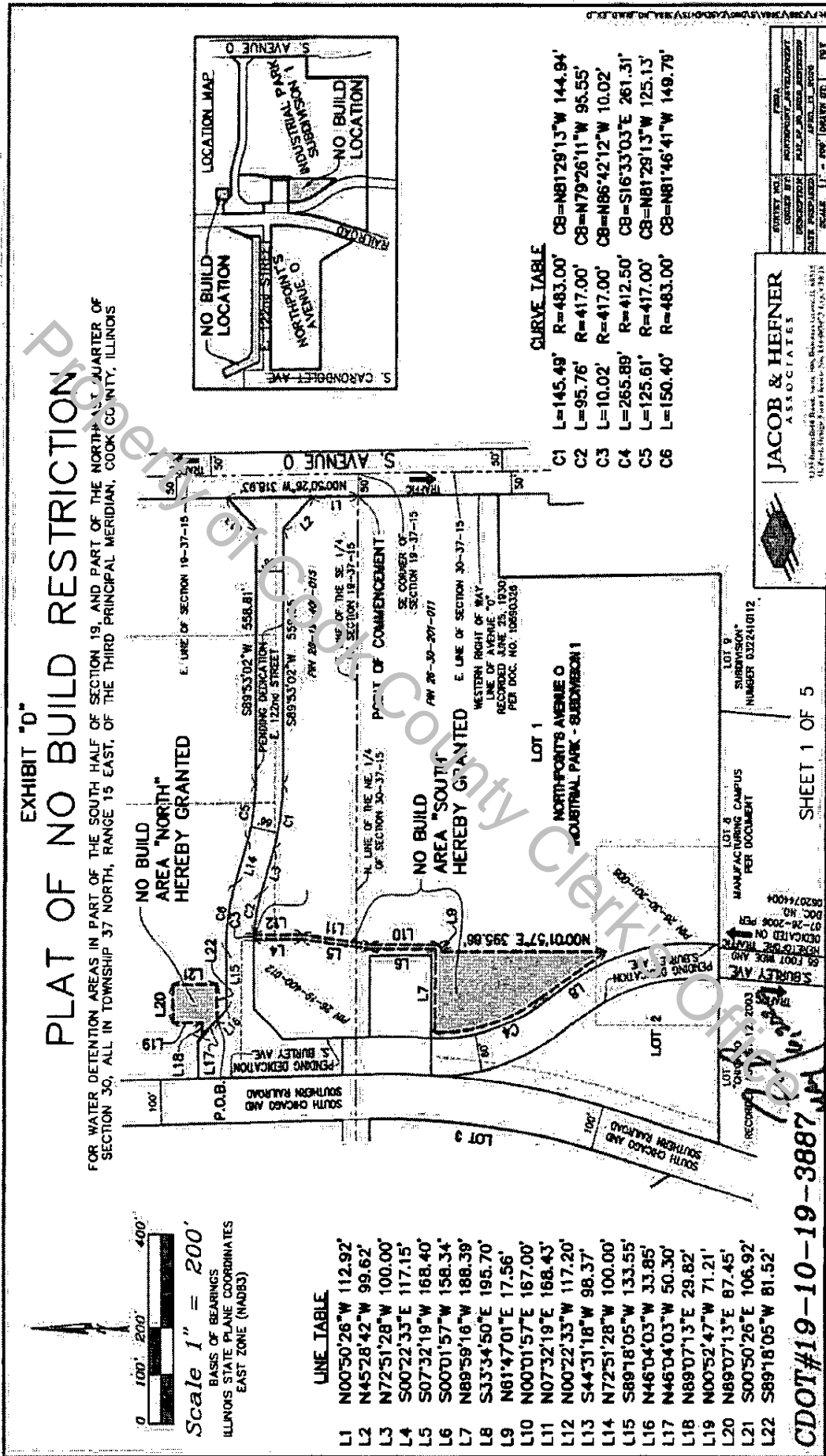
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Exhibit D

Plat of No Build Restriction

Property of Cook County Clerk's Office

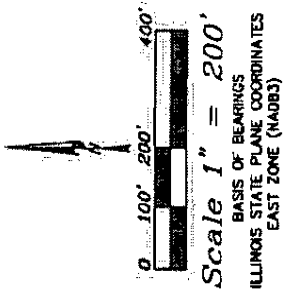
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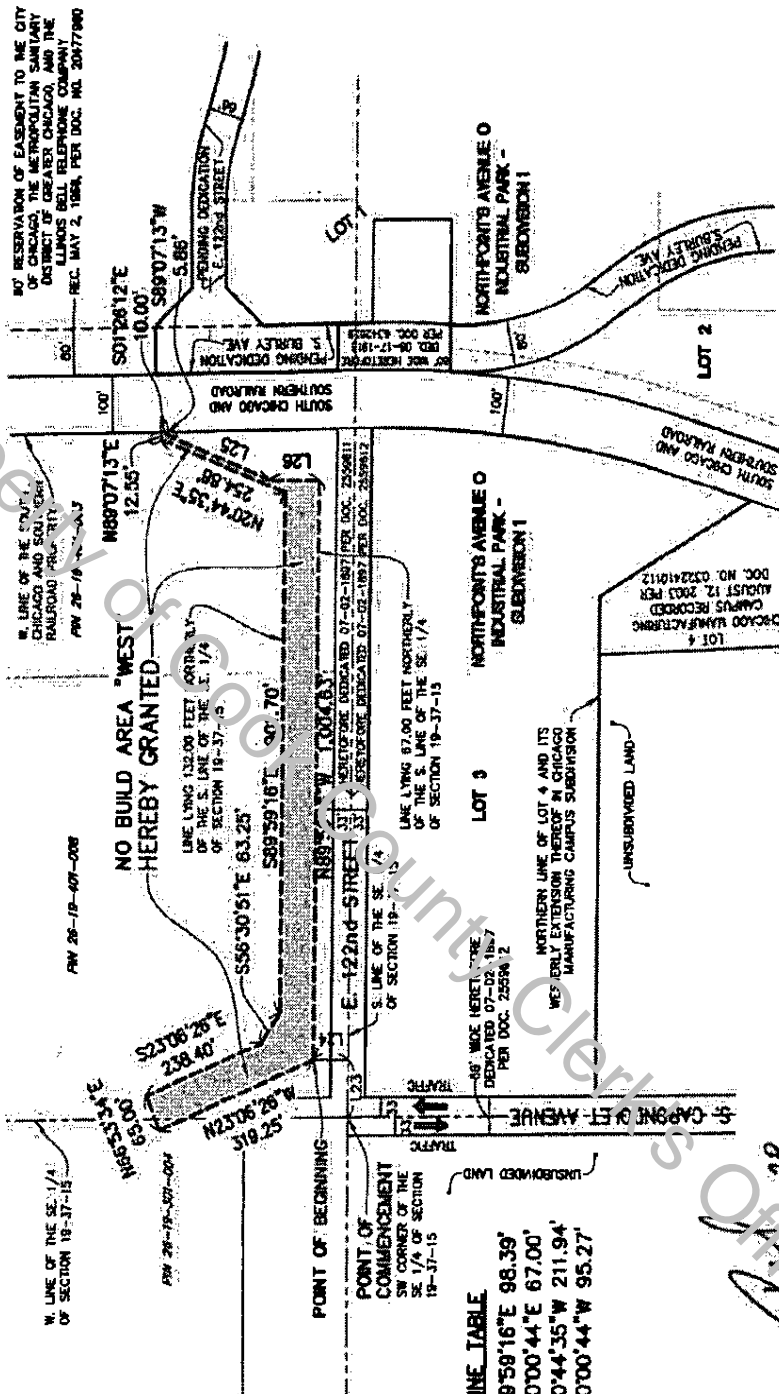
UNOFFICIAL COPY

EXHIBIT "D"
PLAT OF NO BUILD RESTRICTIONS

FOR WATER DETENTION AREAS IN PART OF THE SOUTH HALF OF SECTION 19, AND PART OF THE NORTHWEST QUARTER OF SECTION 30, ALL IN TOWNSHIP 37 NORTH, RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COCK COUNTY, ILLINOIS



NO BUILD AREA "WEST" HEREBY GRANTED



LINE TABLE

L23	S89°59'16"E 98.39'
L24	N00°00'44"E 67.00'
L25	S20°44'35"W 211.94'
L26	S00°00'44"W 95.27'

JACOB & HEFNER ASSOCIATES

1115 North Park Road, Suite 100, Northbrook, IL 60062
 P. 847.464.1111
 F. 847.464.1111

STREET NO.	FOOT
CORNER FT.	DEVELOPMENT
DESCRIPTION	PLAT OF
DATE PREPARED	DATE
SCALE	1" = 200'
DRAWN BY	JPH

SHEET 2 OF 5

CDOT#19-10-19-3887

Handwritten signature and date: Jacob Hefner, 10/16/2019

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EXHIBIT "D"
PLAT OF NO BUILD RESTRICTIONS

FOR WATER DETENTION AREAS IN PART OF THE SOUTH HALF OF SECTION 19, AND PART OF THE NORTH-EAST QUARTER OF SECTION 30, ALL IN TOWNSHIP 37 NORTH, RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS

NO BUILD AREA "SOUTH" (AS DEPICTED ON SHEET 1 OF 5)

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 19, AND THAT PART OF THE NORTHEAST QUARTER OF SECTION 30, ALL IN TOWNSHIP 37 NORTH, RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, BEING BOUNDED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19 WITH THE WESTERN RIGHT OF WAY LINE OF S. AVENUE O, SAID RIGHT OF WAY RECORDED JUNE 25, 1930, PER DOCUMENT NUMBER 10690228 IN THE OFFICE OF THE COOK COUNTY RECORDER, SAID POINT LYING 50 FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE NORTH 00 DEGREES 50 MINUTES 26 SECONDS WEST (BASIS OF BEARINGS - ILLINOIS STATE PLANE COORDINATES EAST ZONE (NAD83)) ALONG SAID WESTERN RIGHT OF WAY LINE OF S. AVENUE O, SAID LINE BEING PARALLEL WITH AND 50 FEET WESTERLY OF THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 112.02 FEET; THENCE NORTH 43 DEGREES 28 MINUTES 42 SECONDS WEST 98.02 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 02 SECONDS WEST 559.65 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE NORTH; THENCE WESTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 483.00 FEET AND AN ARC DISTANCE OF 143.48 FEET TO ITS POINT OF TANGENCY; SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 81 DEGREES 28 MINUTES 13 SECONDS WEST 141.94 FEET; THENCE NORTH 72 DEGREES 51 MINUTES 28 SECONDS WEST 100.00 FEET; THENCE WESTERLY ALONG SAID CURVE TO THE POINT OF BEGINNING OF THIS NO BUILD AREA; SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 79 DEGREES 26 MINUTES 11 SECONDS WEST 83.65 FEET; THENCE CONTINUING WESTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 417.00 FEET AND AN ARC DISTANCE OF 10.02 FEET; SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 86 DEGREES 42 MINUTES 12 SECONDS WEST 10.02 FEET; THENCE SOUTH 07 DEGREES 32 MINUTES 16 SECONDS WEST 188.40 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 16 SECONDS WEST 109.26 FEET TO A POINT OF NON-TANGENT CURVE BEING CONCAVE TO THE NORTHEAST; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 412.50 FEET AND AN ARC DISTANCE OF 265.89 FEET TO A POINT; SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 18 DEGREES 33 MINUTES 03 SECONDS EAST 26.35 FEET; THENCE SOUTH 33 DEGREES 34 MINUTES 50 SECONDS EAST 105.70 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 57 SECONDS EAST 385.89 FEET; THENCE NORTH 45 DEGREES 47 MINUTES 01 SECONDS EAST 17.56 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 57 SECONDS EAST 167.00 FEET; THENCE NORTH 07 DEGREES 32 MINUTES 16 SECONDS EAST 108.43 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 33 SECONDS WEST 117.20 FEET TO THE POINT OF BEGINNING, ABOVE DESCRIBED PARCEL CONTAINING 2,460 SQUARE FEET OR 1.23 ACRES, MORE OR LESS.

NO BUILD AREA "NORTH" (AS DEPICTED ON SHEET 1 OF 5)

TOGETHER WITH THAT PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, BEING BOUNDED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 19 WITH THE WESTERN RIGHT OF WAY LINE OF S. AVENUE O, SAID RIGHT OF WAY RECORDED JUNE 25, 1930, PER DOCUMENT NUMBER 10690228 IN THE OFFICE OF THE COOK COUNTY RECORDER, SAID POINT LYING 50 FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE NORTH 00 DEGREES 50 MINUTES 26 SECONDS WEST (BASIS OF BEARINGS - ILLINOIS STATE PLANE COORDINATES EAST ZONE (NAD83)) ALONG SAID WESTERN RIGHT OF WAY LINE OF S. AVENUE O, SAID LINE BEING PARALLEL WITH AND 50 FEET WESTERLY OF THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 310.93 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 02 SECONDS WEST 98.37 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 02 SECONDS WEST 508.61 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE NORTH; THENCE WESTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 483.00 FEET AND AN ARC DISTANCE OF 143.48 FEET TO ITS POINT OF TANGENCY; SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 81 DEGREES 28 MINUTES 13 SECONDS WEST 141.94 FEET; THENCE NORTH 72 DEGREES 51 MINUTES 28 SECONDS WEST 100.00 FEET; THENCE WESTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 417.00 FEET AND AN ARC DISTANCE OF 10.02 FEET; SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 86 DEGREES 42 MINUTES 12 SECONDS WEST 10.02 FEET; THENCE SOUTH 07 DEGREES 32 MINUTES 16 SECONDS WEST 188.40 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 16 SECONDS WEST 109.26 FEET TO A POINT OF NON-TANGENT CURVE BEING CONCAVE TO THE NORTHEAST; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 412.50 FEET AND AN ARC DISTANCE OF 265.89 FEET TO A POINT; SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 18 DEGREES 33 MINUTES 03 SECONDS EAST 26.35 FEET; THENCE SOUTH 33 DEGREES 34 MINUTES 50 SECONDS EAST 105.70 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 57 SECONDS EAST 385.89 FEET; THENCE NORTH 45 DEGREES 47 MINUTES 01 SECONDS EAST 17.56 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 57 SECONDS EAST 167.00 FEET; THENCE NORTH 07 DEGREES 32 MINUTES 16 SECONDS EAST 108.43 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 33 SECONDS WEST 117.20 FEET TO THE POINT OF BEGINNING, ABOVE DESCRIBED PARCEL CONTAINING 2,759 SQUARE FEET OR 0.224 ACRES, MORE OR LESS.

REVIEW BY:	DATE:	BY:	DATE:
DESIGNER:	DATE:	DATE:	DATE:
DRAWN BY:	DATE:	DATE:	DATE:
CHECKED BY:	DATE:	DATE:	DATE:
DATE PREPARED:	DATE:	DATE:	DATE:
SCALE:	DATE:	DATE:	DATE:
TITLE:	DATE:	DATE:	DATE:

JACOB & HEFNER ASSOCIATES

1177 North State Street, Suite 200, Chicago, Illinois 60610
 312.467.1234 | Fax: 312.467.1235 | www.jacobandhefner.com

As of 1/1/2020

CDOT#19-10-19-3887

SHEET 3 OF 5

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EXHIBIT "D"
PLAT OF NO BUILD RESTRICTION
FOR WATER DETENTION AREAS IN PART OF THE SOUTH HALF OF SECTION 19, AND PART OF THE NORTH-EAST QUARTER OF SECTION 30, ALL IN TOWNSHIP 37 NORTH, RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS

NO BUILD AREA WEST (AS DEPICTED ON SHEET 2 OF 5)

TOGETHER WITH THAT PART OF THE SOUTHEAST QUARTER OF SECTION 19, AND PART OF THE SOUTHWEST QUARTER OF SECTION 19, ALL IN TOWNSHIP 37 NORTH, RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, BEING BOUNDED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE SOUTH 89 DEGREES 59 MINUTES 16 SECONDS EAST (BASIS OF BEARINGS - ILLINOIS STATE PLANE COORDINATES EAST ZONE (NAD83)) ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 19, A DISTANCE OF 94.38 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 44 SECONDS EAST PERPENDICULAR TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 87.00 FEET TO THE POINT OF BEGINNING OF THIS NO BUILD AREA DESCRIPTION; THENCE NORTH 23 DEGREES 06 MINUTES 26 SECONDS WEST 318.25 FEET; THENCE NORTH 68 DEGREES 53 MINUTES 34 SECONDS EAST 63.00 FEET; THENCE SOUTH 23 DEGREES 06 MINUTES 26 SECONDS EAST 238.40 FEET; THENCE SOUTH 56 DEGREES 30 MINUTES 51 SECONDS EAST 83.25 FEET TO A POINT LYING 132.00 FEET NORTHERLY OF (MEASURED PERPENDICULAR TO) THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE SOUTH 89 DEGREES 59 MINUTES 16 SECONDS EAST PARALLEL WITH AND 132.00 FEET NORTHERLY OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 801.70 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 16 SECONDS EAST 254.85 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 44 SECONDS WEST 123.5 FEET TO A POINT ON THE WESTERN LINE OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD PROPERTY, SAID LINE LYING 100 FEET WESTERLY OF (MEASURED PERPENDICULAR TO) THE WESTERN LINE OF THE 80 FOOT WIDE WESTERLY EASEMENT BELONGING TO THE CITY OF CHICAGO, THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO AND ILLINOIS BELL TELEPHONE COMPANY RECORDED MAY 2, 1984, PER DOCUMENT NUMBER 2047860, IN THE PUBLIC RECORDS OF THE COOK COUNTY RECORDER; THENCE SOUTH 01 DEGREES 28 MINUTES 19 SECONDS EAST ALONG THE WESTERN LINE OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD PROPERTY 100 FEET; THENCE SOUTH 89 DEGREES 07 MINUTES 13 SECONDS WEST 211.94 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 44 SECONDS WEST 85.77 FEET TO A POINT ON A LINE LYING 87.00 FEET NORTHERLY OF (MEASURED PERPENDICULAR TO) THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE NORTH 89 DEGREES 59 MINUTES 16 SECONDS WEST PARALLEL WITH AND 87.00 FEET NORTHERLY OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 1,004.63 FEET TO THE POINT OF BEGINNING. ALL IN COOK COUNTY, ILLINOIS, ABOVE DESCRIBED PARCELS COMPRISING 86,684 SQUARE FEET OR 1.980 ACRES, MORE OR LESS. TOTAL AREA DESCRIBED ON PLAT FOR NO BUILD AREAS CONTAINING 150,111 SQUARE FEET OR 3.446 ACRES, MORE OR LESS.

STATE OF _____ COUNTY OF _____

THIS _____ DAY OF _____ 2020, _____ DO HEREBY CERTIFY THAT THEY ARE THE OWNER OF THE AREAS SHOWN HEREON AS NO BUILD RESTRICTION AREAS, AS DESCRIBED AND DEPICTED ON THE PLAT OF NO BUILD RESTRICTION AREAS, AS REFERRED TO HEREIN, AND MAP THE AREAS AS PRESENTED ON THIS PLAT, IN WITNESS WHEREOF, SAID OFFICER HAS SIGNED, OR CAUSED TO BE SIGNED ON HIS BEHALF BY HIS DULY AUTHORIZED AGENT, THIS CERTIFICATE ON _____

BY: _____ OWNER
JACOB O. LLC, A MISSOURI LIMITED LIABILITY COMPANY
100 N. WASHINGTON ST.
SUITE 200
EVANSTON, IL 60201

STATE OF _____ COUNTY OF _____
I, _____ A NOTARY PUBLIC IN AND FOR THE COUNTY OF _____ AND THE STATE OF _____ DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND DELIVERED SAID INSTRUMENT AND (EXPLICITLY) ACKNOWLEDGED THAT HE (SHE) SIGNED, SEALED AS HIS (HERS) FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL, THIS _____ DAY OF _____ A.D. 2020.

NOTARY PUBLIC _____ COMMISSION EXPIRES _____

JACOB & HEFNER ASSOCIATES
1033 West 64th Street, Suite 200, Chicago, IL 60631
www.jacobandhefner.com (312) 461-1100
TABLE: EXPIRES DATE, COMMISSION EXPIRES DATE, STATE, COUNTY, CITY, ZIP

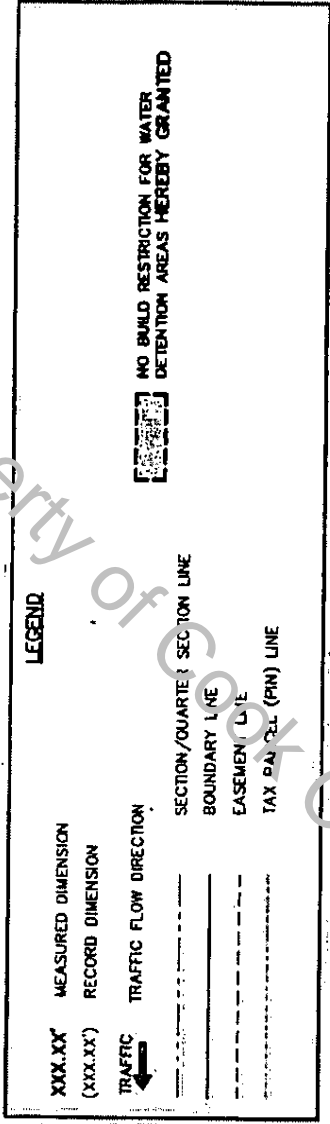
CDOT#19-10-19-3887 SHEET 4 OF 5

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EXHIBIT "D" PLAT OF NO BUILD RESTRICTIONS

FOR WATER DETENTION AREAS IN PART OF THE SOUTH HALF OF SECTION 19, AND PART OF THE NORTH-EAST QUARTER OF SECTION 30, ALL IN TOWNSHIP 37 NORTH, RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS

P.L.N.s
26-19-301-004
26-19-400-012
26-19-400-014
26-19-400-015
26-19-401-003
26-19-401-008
26-30-201-008
26-30-201-011



SURVEYOR'S NOTES:

- 1) BASIS OF BEARINGS IS ILLINOIS STATE PLANE COORDINATES EAST ZONE (NAD 83).
- 2) DATE OF COMPLETION OF FIELD WORK: DECEMBER 31, 2018.
- 3) NO DIMENSIONS SHOULD BE ASSUMED BY SCALE MEASUREMENTS UPON THIS PLAT.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

I HEREBY CERTIFY THAT AT THE REQUEST OF THE OWNERS, I HAVE PREPARED THIS PLAT FOR THE PURPOSE OF GRANTING NO BUILD RESTRICTION AREAS. DIMENSIONS ARE GIVEN IN FEET AND DECIMALS OF A FOOT. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

I HEREBY AUTHORIZE THE OWNER OR THEIR AGENT TO FILE THIS PLAT OF EASEMENT RELEASE WITH THE COOK COUNTY RECORDER'S OFFICE. GIVEN UNDER MY HAND AND SEAL THIS 13TH DAY OF APRIL, A.D. 2020.



Carl J. Cook

CARL J. COOK
JACOB & HEFNER ASSOCIATES, INC.
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-003543
MY LICENSE EXPIRES NOVEMBER 30, 2020

SURVEY NO.	OWNER	ACQUISITION DEVELOPMENT	DATE RECORDED	PLAT NO.	DATE	TOWNSHIP	RANGE	COUNTY
35-003543	JACOB & HEFNER ASSOCIATES, INC.	PLAT OF NO BUILD RESTRICTIONS	APRIL 13 2020					COOK

JACOB & HEFNER ASSOCIATES

100 Westchester Park Lane, Mt. Pleasant, IL 60456
P.O. Box 100, Downers Grove, IL 60515

CHICAGO DEPARTMENT OF TRANSPORTATION

COOK COUNTY

SEND TO:
DLA PLANNING
444 WEST LAKE STREET, SUITE 900
DOWNERS GROVE, IL 60515

CHICAGO DEPARTMENT OF FINANCE

PREPARED FOR:
NORTHPOINT DEVELOPMENT
3010 HIGHLAND PARKWAY, SUITE 440
DOWNERS GROVE, IL 60515

CDOT#19-10-19-3887

SHEET 5 OF 5

UNOFFICIAL COPY

Exhibit E

Developer Storm

Sewer Facilities

and

Private Outfall System

Property of Cook County Clerk's Office

UNOFFICIAL COPY

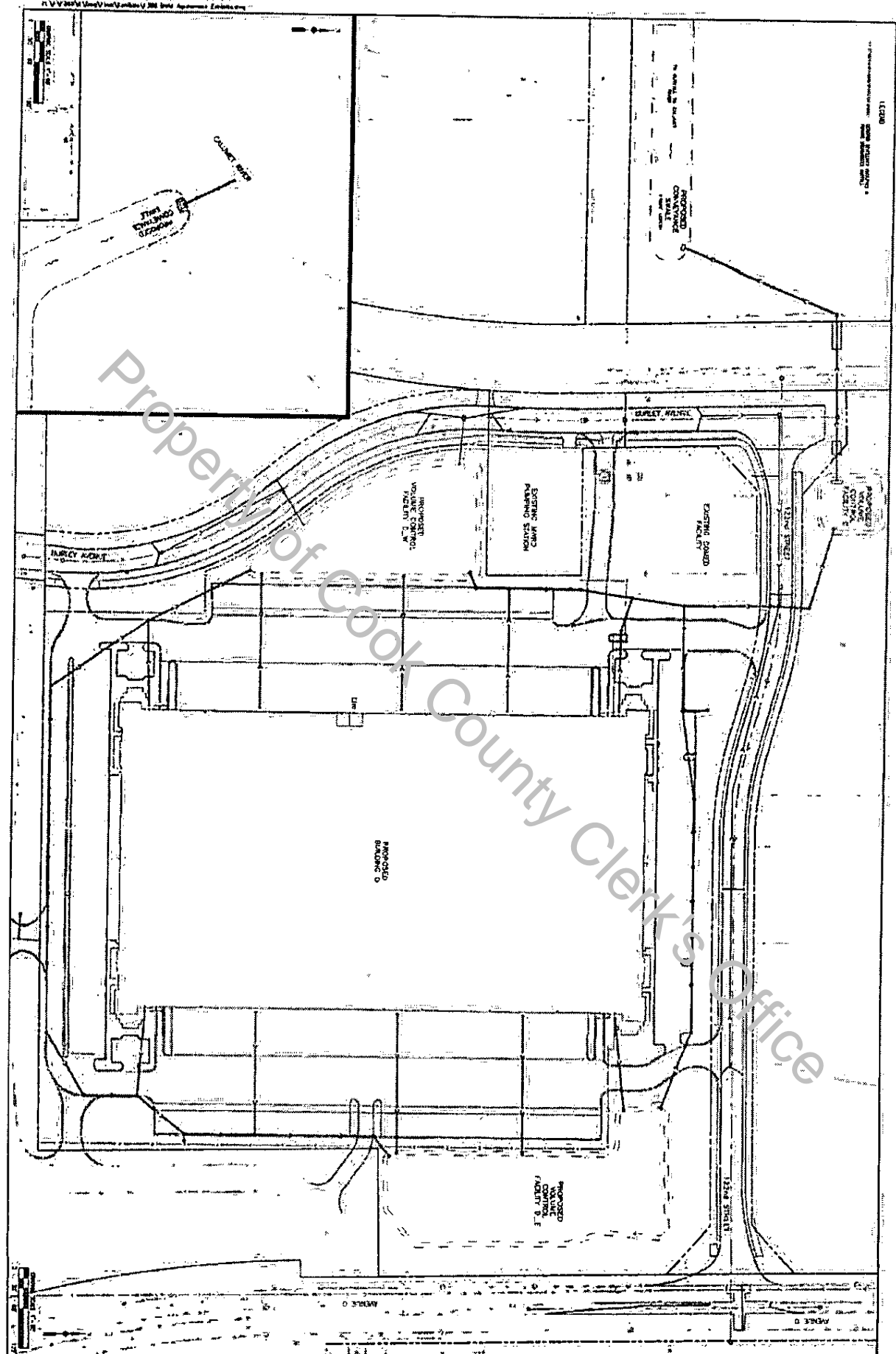



EXHIBIT E	1" = 60'	896	 JACOB & HEFNER ASSOCIATES <small>1111 Lincoln Park East, Suite 200, Chicago, IL 60606 Phone: (312) 467-1000 Fax: (312) 467-1001 www.jacobandhefner.com</small>	DEVELOPER STORM SEWER FACILITIES & PRIVATE OUTFALL SYSTEM 'AVENUE D' NORTHPOINT DEVELOPMENT, CHICAGO, ILLINOIS		1. ORIGINAL COPY FILED IN 2. REVISIONS 3. DATE 4. BY
				1. ORIGINAL COPY FILED IN 2. REVISIONS 3. DATE 4. BY		

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Exhibit F

City Access Easement Areas

Property of Cook County Clerk's Office

UNOFFICIAL COPY

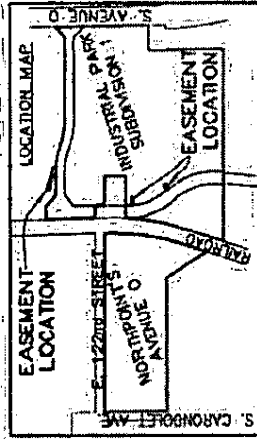
EXHIBIT F PLAT OF EASEMENT

TO THE CITY OF CHICAGO DEPARTMENT OF WATER MANAGEMENT IN PART OF THE SOUTHEAST QUARTER OF SECTION 19, AND PART OF THE NORTHEAST QUARTER OF SECTION 30, ALL IN TOWNSHIP 37 NORTH, RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS

0 100' 200' 400'
Scale 1" = 200'
BASIS OF BEARINGS
ILLINOIS STATE PLANE COORDINATES
EAST ZONE (NAD83)

33 FEET HERETOFORE
DEDICATED 07-02-1897
PER DOC. 255811
E-122nd STREET

33 FEET HERETOFORE
DEDICATED 07-02-1897
PER DOC. 255812

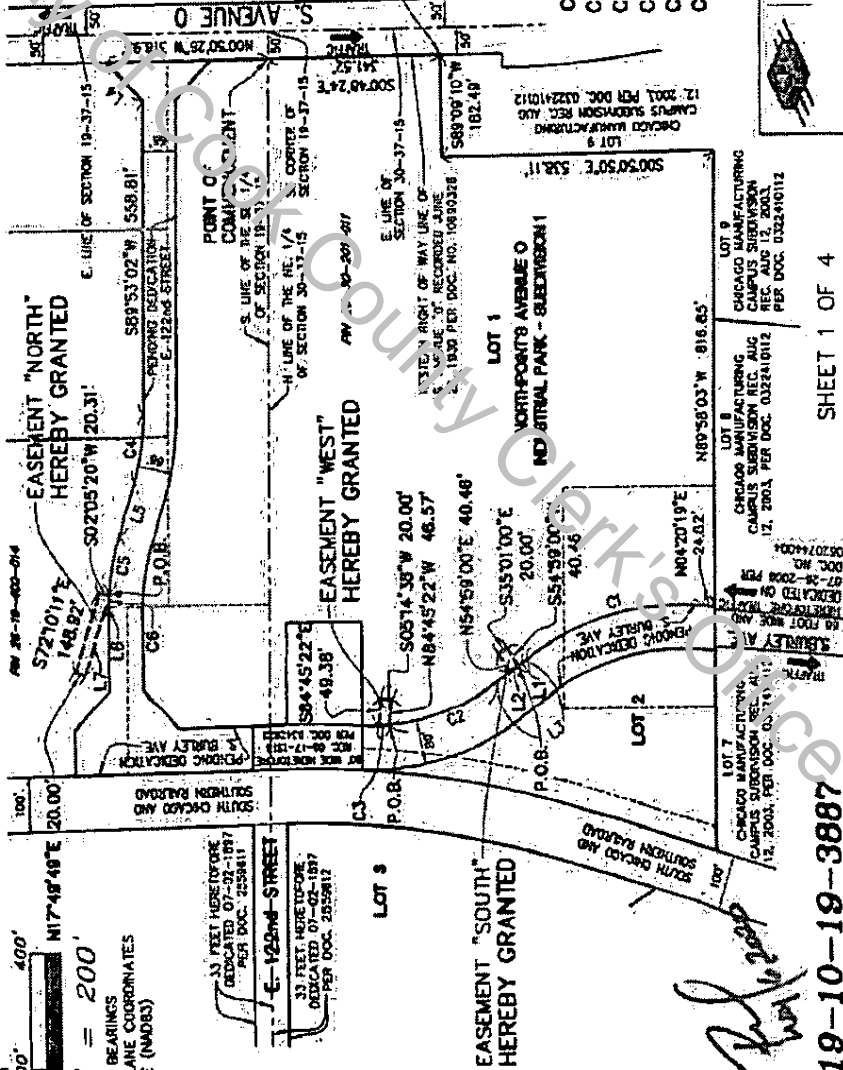


LINE TABLE

- L1 N35°01'00"W 17.76'
- L2 N35°01'00"W 20.00'
- L3 N35°01'00"W 69.50'
- L4 S44°31'18"W 98.37'
- L5 N72°51'28"W 100.00'
- L6 N02°05'20"E 4.84'
- L7 N72°10'11"W 133.78'

CURVE TABLE

- C1 L=370.92' R=540.00' CB=N15°20'21"W 363.67'
- C2 L=229.08' R=425.00' CB=N19°34'29"W 226.32'
- C3 L=20.20' R=425.00' CB=N02°46'17"W 20.20'
- C4 L=125.61' R=417.00' CB=N61°29'13"W 125.13'
- C5 L=108.93' R=483.00' CB=N78°19'06"W 108.70'
- C6 L=20.00' R=483.00' CB=N86°57'56"W 20.00'



NE CORNER OF
LOT 9 CHICAGO
MANUFACTURING
CAMPUS SUBDIVISION
REC. AUG 12, 2003.
PER DOC. 032240112

E LINE OF
SECTION 30-37-15
182.49'

WESTERN RIGHT OF WAY LINE OF
EASEMENT OF RECORDED JUNE
2, 1930 PER DOC. NO. 10890328

POINT OF
COMPLETION
S. LINE OF THE SE 1/4
OF SECTION 19-37-15

POINT OF
COMPLETION
S. LINE OF THE SE 1/4
OF SECTION 30-37-15

ENTRY NO.	100
OWNER	CHICAGO MANUFACTURING CAMPUS SUBDIVISION
DATE RECORDED	APRIL 13, 2003
SCALE	1" = 200' (SHEET 1 OF 4)

JACOB & HEFNER ASSOCIATES
1011 Pennsylvania Street, Suite 1100
Chicago, Illinois 60642
TEL: (312) 467-1100 FAX: (312) 467-1101

LOT 9
CHICAGO MANUFACTURING
CAMPUS SUBDIVISION
REC. AUG 12, 2003
PER DOC. 032240112

LOT 8
CHICAGO MANUFACTURING
CAMPUS SUBDIVISION
REC. AUG 12, 2003
PER DOC. 032240112

LOT 7
CHICAGO MANUFACTURING
CAMPUS SUBDIVISION
REC. AUG 12, 2003
PER DOC. 032240112

LOT 6
CHICAGO MANUFACTURING
CAMPUS SUBDIVISION
REC. AUG 12, 2003
PER DOC. 032240112

CDOT#19-10-19-3887

SHEET 1 OF 4

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EXHIBIT F PLAT OF EASEMENT

TO THE CITY OF CHICAGO DEPARTMENT OF WATER MANAGEMENT IN PART OF THE SOUTHEAST QUARTER OF SECTION 19, AND A PART OF THE NORTHEAST QUARTER OF SECTION 30, ALL IN TOWNSHIP 37 NORTH, RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS

CHICAGO DEPARTMENT OF WATER MANAGEMENT EASEMENT, 'SOUTH'

THAT PART OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, BEING BOUNDED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30 WITH THE WESTERN RIGHT OF WAY LINE OF S. AVENUE G, SAID RIGHT OF WAY RECORDED JUNE 25, 1930, PER DOCUMENT NUMBER 10890338 IN THE OFFICE OF THE COOK COUNTY RECORDER, SAID POINT LYING 80 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE SOUTH 00 DEGREES 48 MINUTES 24 SECONDS EAST (BASIS OF BEARINGS - ILLINOIS STATE PLANE COORDINATES EAST ZONE EAST ZONE (NAD83)) ALONG SAID WESTERN RIGHT OF WAY LINE OF S. AVENUE G, SAID LINE BEING 112.48 FEET; THENCE WEST 00 DEGREES 48 MINUTES 24 SECONDS EAST TO THE CORNER OF LOT 9 IN CHICAGO MANUFACTURING CAMPUS SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 12, 2003, AS DOCUMENT NUMBER 032240112 IN THE OFFICE OF THE COOK COUNTY RECORDER (THE FOLLOWING THREE (3) COURSES ARE ALONG THE BOUNDARY OF SAID CHICAGO MANUFACTURING CAMPUS SUBDIVISION PLAT): (1) THENCE SOUTH 89 DEGREES 00 MINUTES 00 SECONDS WEST 182.48 FEET; (2) THENCE SOUTH 00 DEGREES 48 MINUTES 24 SECONDS EAST 818.83 FEET; THENCE NORTH 04 DEGREES 20 MINUTES 19 SECONDS EAST 24.82 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE SOUTHWEST, THENCE NORTHERLY AND NORTHWESTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 540.00 FEET AND AN ARC DISTANCE OF 370.92 FEET TO ITS POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 15 DEGREES 21 MINUTES 36.187 FEET; THENCE NORTH 35 DEGREES 01 MINUTES 00 SECONDS WEST 17.78 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION; THENCE CONTINUING NORTH 35 DEGREES 01 MINUTES 00 SECONDS WEST 20.00 FEET; THENCE NORTH 34 DEGREES 09 MINUTES 01 SECONDS EAST 40.46 FEET; THENCE SOUTH 35 DEGREES 01 MINUTES 00 SECONDS WEST 20.00 FEET; THENCE SOUTH 34 DEGREES 09 MINUTES 01 SECONDS WEST 40.46 FEET; THENCE CONTINUING NORTH 35 DEGREES 01 MINUTES 00 SECONDS WEST 20.00 FEET; THENCE CONTINUING NORTHERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 425.00 FEET AND AN ARC DISTANCE OF 34 MINUTES 29 SECONDS WEST 228.37 FEET; THENCE CONTINUING NORTHERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 425.00 FEET AND AN ARC DISTANCE OF 33 DEGREES 48 MINUTES 17 SECONDS WEST 20.20 FEET; THENCE SOUTH 84 DEGREES 45 MINUTES 22 SECONDS EAST 45.98 FEET; THENCE SOUTH 05 DEGREES 14 MINUTES 38 SECONDS WEST 20.00 FEET; THENCE NORTH 84 DEGREES 45 MINUTES 22 SECONDS WEST 44.57 FEET TO THE POINT OF BEGINNING, ABOVE DESCRIBED PARCEL CONTAINING 941 SQUARE FEET OR 0.022 ACRES, MORE OR LESS.

CHICAGO DEPARTMENT OF WATER MANAGEMENT EASEMENT, 'WEST'

TOGETHER WITH THAT PART OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, BEING BOUNDED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30 WITH THE WESTERN RIGHT OF WAY LINE OF S. AVENUE G, SAID RIGHT OF WAY RECORDED JUNE 25, 1930, PER DOCUMENT NUMBER 10890338 IN THE OFFICE OF THE COOK COUNTY RECORDER, SAID POINT LYING 50 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE SOUTH 00 DEGREES 48 MINUTES 24 SECONDS EAST (BASIS OF BEARINGS - ILLINOIS STATE PLANE COORDINATES EAST ZONE NAD 83) ALONG SAID WESTERN RIGHT OF WAY LINE OF S. AVENUE G, SAID LINE BEING 112.48 FEET; THENCE WEST 00 DEGREES 48 MINUTES 24 SECONDS EAST TO THE CORNER OF LOT 9 IN CHICAGO MANUFACTURING CAMPUS SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 12, 2003, AS DOCUMENT NUMBER 032240112 IN THE OFFICE OF THE COOK COUNTY RECORDER (THE FOLLOWING THREE (3) COURSES ARE ALONG THE BOUNDARY OF SAID CHICAGO MANUFACTURING CAMPUS SUBDIVISION PLAT): (1) THENCE SOUTH 89 DEGREES 00 MINUTES 00 SECONDS WEST 182.48 FEET; (2) THENCE SOUTH 00 DEGREES 48 MINUTES 24 SECONDS EAST 818.83 FEET; THENCE NORTH 04 DEGREES 20 MINUTES 19 SECONDS EAST 24.82 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE SOUTHWEST, THENCE NORTHERLY AND NORTHWESTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 540.00 FEET AND AN ARC DISTANCE OF 370.92 FEET TO ITS POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 15 DEGREES 21 MINUTES 21 SECONDS WEST 343.67 FEET; THENCE NORTH 35 DEGREES 01 MINUTES 00 SECONDS WEST 89.50 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE NORTHWEST; THENCE NORTHERLY AND NORTHERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 425.00 FEET AND AN ARC DISTANCE OF 228.00 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION; SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 19 DEGREES 34 MINUTES 29 SECONDS WEST 228.37 FEET; THENCE CONTINUING NORTHERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 425.00 FEET AND AN ARC DISTANCE OF 33 DEGREES 48 MINUTES 17 SECONDS WEST 20.20 FEET; THENCE SOUTH 84 DEGREES 45 MINUTES 22 SECONDS EAST 45.98 FEET; THENCE SOUTH 05 DEGREES 14 MINUTES 38 SECONDS WEST 20.00 FEET; THENCE NORTH 84 DEGREES 45 MINUTES 22 SECONDS WEST 44.57 FEET TO THE POINT OF BEGINNING, ABOVE DESCRIBED PARCEL CONTAINING 941 SQUARE FEET OR 0.022 ACRES, MORE OR LESS.

JACOB & HEFNER ASSOCIATES

1111 Riverside Plaza, Suite 1000, Chicago, Illinois 60606
 P.O. Box 111111, Chicago, Illinois 60611

DATE PREPARED	DATE PLOTTED	DRAWN BY	BY
APRIL 11, 2005	APRIL 11, 2005	J/A	J/A

CDOT#19-10-19-3887
SHEET 2 OF 4

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EXHIBIT F
PLAT OF EASEMENT

TO THE CITY OF CHICAGO DEPARTMENT OF WATER MANAGEMENT IN PART OF THE SOUTHEAST QUARTER OF SECTION 19, AND PART OF THE NORTHEAST QUARTER OF SECTION 30, ALL IN TOWNSHIP 37 NORTH, RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS

CHICAGO DEPARTMENT OF WATER MANAGEMENT EASEMENT "NORTH"
TOGETHER WITH THAT PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, BEING SITUATED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19 WITH THE WESTERLY RIGHT OF WAY LINE OF S. AVE. 0, SAID RIGHT OF WAY BEING 15 FEET WIDE, PER DOCUMENT NUMBER 1086038 IN THE OFFICE OF THE COOK COUNTY RECORDER, SAID POINT OF BEGINNING IS THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 19, BEARING NORTH 90 DEGREES 30 MINUTES 20 SECONDS WEST (NAD83) ALONG THE PLANE OF S. COORDINATES EAST ZONE (NAD83) ALONG SAID WESTERLY RIGHT OF WAY OF S. AVE. 0, SAID LINE BEING PARALLEL WITH AND 50 FEET WESTERLY OF THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 318.03 FEET, THENCE SOUTH 44 DEGREES 31 MINUTES 18 SECONDS WEST 88.37 FEET, THENCE SOUTH 80 DEGREES 53 MINUTES 02 SECONDS WEST 58.81 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONVEX TO THE NORTH, THENCE WESTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 117.00 FEET AND AN ARC DISTANCE OF 123.61 FEET TO ITS POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 81 DEGREES 28 MINUTES 13 SECONDS WEST 124.13 FEET, THENCE NORTH 72 DEGREES 51 MINUTES 28 SECONDS WEST 100.00 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONVEX TO THE SOUTH, THENCE WESTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 117.00 FEET AND AN ARC DISTANCE OF 108.93 FEET TO THE POINT OF TANGENCY, THENCE WESTERLY ALONG SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 72 DEGREES 51 MINUTES 28 SECONDS WEST 100.00 FEET AND AN ARC DISTANCE OF 20.00 FEET TO A POINT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 02 DEGREES 00 SECONDS EAST 4.84 FEET, THENCE NORTH 72 DEGREES 00 SECONDS WEST 133.78 FEET, THENCE NORTH 17 DEGREES 49 MINUTES 49 SECONDS EAST 20.00 FEET, THENCE SOUTH 71 DEGREES 11 MINUTES 11 SECONDS EAST 148.02 FEET, THENCE SOUTH 02 DEGREES 00 SECONDS WEST 20.31 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS. TOTAL AREA DESCRIBED ON PLAT FOR CHICAGO DEPARTMENT OF WATER MANAGEMENT EASEMENT, CONTAINING 4.847 SQUARE FEET OR 0.111 ACRES, MORE OR LESS.

STATE OF _____ COUNTY OF _____
SHERIFF _____
BY _____ DAY OF _____ 2020
IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County at _____, Illinois, this _____ day of _____, 2020.

STATE OF _____ COUNTY OF _____
OWNER
BY _____
AGENT

STATE OF _____ COUNTY OF _____
BY _____
AGENT

STATE OF _____ COUNTY OF _____
BY _____
AGENT

THIS _____ DAY OF _____ A.D. 2020,
I, _____ NOTARY PUBLIC AND FOR THE COUNTY OF _____ AND _____ DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PARCEL CONTAINING 4.847 SQUARE FEET OR 0.111 ACRES, MORE OR LESS, TOTAL AREA DESCRIBED ON PLAT FOR CHICAGO DEPARTMENT OF WATER MANAGEMENT EASEMENT, CONTAINING 4.847 SQUARE FEET OR 0.111 ACRES, MORE OR LESS, IS THE SAME PARCEL(S) WHOSE BOUNDARIES ARE SHOWN AND DESCRIBED SAID INSTRUMENT AND GENERALLY ACKNOWLEDGED THAT THE [NAME] SIGNER, SIGNED AS HIS (THEIR) FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREON SET FORTH.

NOTARY PUBLIC COMMISSION EXPIRES _____

JACOB & HEFFNER ASSOCIATES
1500 Westmoreland Road, Suite 400, Downers Grove, IL 60155
P.O. Box 3000, Downers Grove, IL 60155
TEL: 630.285.1000 FAX: 630.285.1001
www.jacobandheffner.com

CDOT#19-10-19-3887

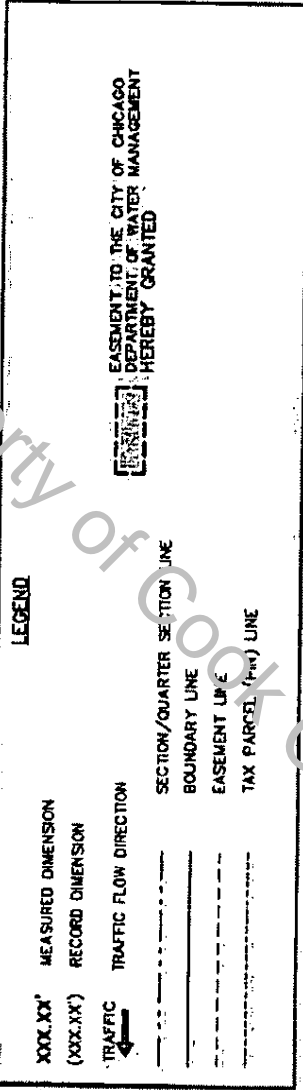
UNOFFICIAL COPY

EXHIBIT F

PLAT OF EASEMENT

TO THE CITY OF CHICAGO, DEPARTMENT OF WATER MANAGEMENT IN PART OF THE SOUTHEAST QUARTER OF SECTION 19, AND PART OF THE NORTHEAST QUARTER OF SECTION 30, ALL IN TOWNSHIP 37 NORTH, RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS

P.L.N.#
28-19-400-014
28-30-201-011



EASEMENT TO THE CITY OF CHICAGO
DEPARTMENT OF WATER MANAGEMENT
HEREBY GRANTED

SURVEYOR'S NOTES:

- 1) BASIS OF BEARINGS IS ILLINOIS STATE PLANS, COORDINATES EAST ZONE (NAD83).
- 2) DATE OF COMPLETION OF FIELD WORK: DECEMBER 31, 2019.
- 3) NO DIMENSIONS SHOULD BE ASSUMED BY SCALE MEASUREMENTS UPON THE PLAT.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS } \$\$
COUNTY OF DUPAGE } \$\$

I HEREBY CERTIFY THAT, AT THE REQUEST OF THE OWNERS, I HAVE PREPARED THIS PLAT FOR THE PURPOSE OF GRANTING EASEMENTS. DIMENSIONS ARE GIVEN IN FEET AND DECIMALS OF A FOOT. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

I HEREBY AUTHORIZE THE OWNER OR THEIR AGENT TO FILE THIS PLAT OF EASEMENT WITH THE COOK COUNTY RECORDER'S OFFICE. MY LICENSE EXPIRES NOVEMBER 30, 2020.



CARL J. COOK
JACOB & HEFNER ASSOCIATES, INC.
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-003643
MY LICENSE EXPIRES NOVEMBER 30, 2020

JACOB & HEFNER
ASSOCIATES



PROPERTY NO. _____
DATE OF SURVEY _____
SCALE _____

CHICAGO DEPARTMENT OF TRANSPORTATION

COOK COUNTY

CHICAGO DEPARTMENT OF FINANCE

PREPARED FOR:
NORTHPOINT DEVELOPMENT
5010 HIGHLAND PARKWAY, SUITE 440
DOWNERS GROVE, IL 60515

SEND TO:
DLA OPERATIONS
444 WEST WASHINGTON STREET, SUITE 900
CHICAGO, IL 60606-0089

CDOT#19-10-19-3887

SHEET 4 OF 4

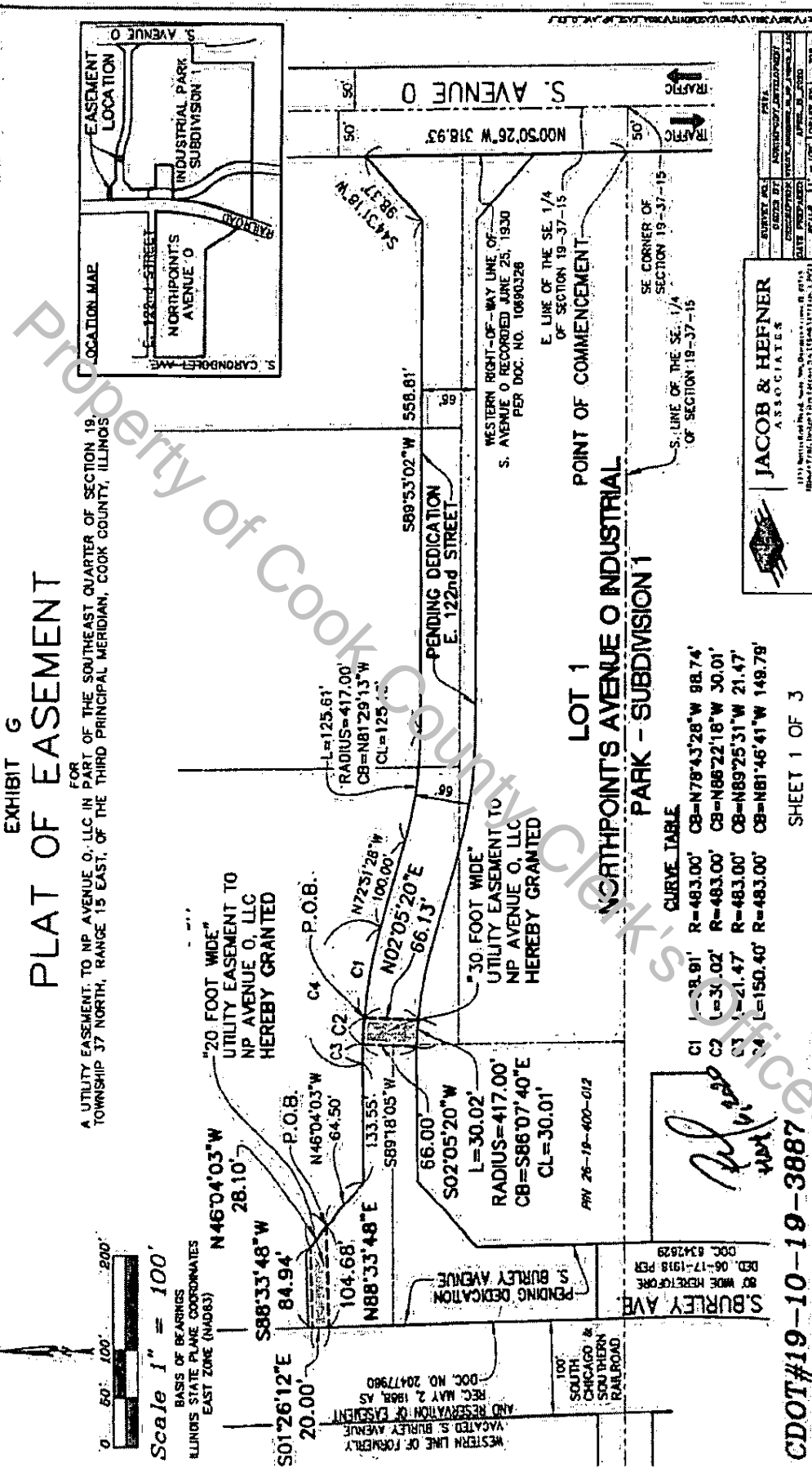
UNOFFICIAL COPY

Exhibit G

**Developer Storm Sewer
Easement Areas**

Property of Cook County Clerk's Office

UNOFFICIAL COPY

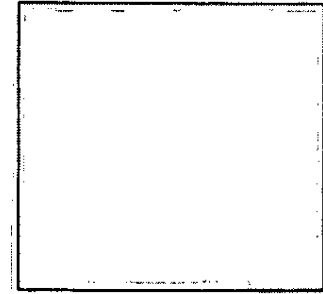


UNOFFICIAL COPY

P.L.N.S.
28-19-400-012
28-19-400-014

EXHIBIT G PLAT OF EASEMENT

FOR
A UTILITY EASEMENT TO NP AVENUE D, LLC IN PART OF THE SOUTHEAST QUARTER OF SECTION 19,
TOWNSHIP 37 NORTH, RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS



LEGEND

XXX.XX' MEASURED DIMENSION
(XXX.XX') RECORD DIMENSION

TRAFFIC TRAFFIC FLOW DIRECTION

SECTION/QUARTER SECTION LINE
BOUNDARY LINE
EASEMENT LINE
TAX PARCEL (TM) LINE

UTILITY EASEMENT TO
NP AVENUE D, LLC,
HEREBY GRANTED

CHICAGO DEPARTMENT OF TRANSPORTATION

- SURVEYOR'S NOTES:**
- 1) BASIS OF BEARINGS IS ILLINOIS STATE PLAT COORDINATES EAST ZONE (NAD83).
 - 2) DATE OF COMPLETION OF FIELD WORK: DECEMBER 31, 2018.
 - 3) NO DIMENSIONS SHOULD BE ASSUMED BY SCALE MEASUREMENTS UPON THE P.L.T.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

I HEREBY CERTIFY THAT, AT THE REQUEST OF THE OWNERS, I HAVE PREPARED THIS PLAT FOR THE PURPOSE OF GRANTING EASEMENTS. DIMENSIONS ARE GIVEN IN FEET AND DECIMALS OF A FOOT. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
I HEREBY AUTHORIZE THE OWNER OR THEIR AGENT TO FILE THIS PLAT OF EASEMENT RELEASE WITH THE COOK COUNTY RECORDER'S OFFICE.
GIVEN UNDER MY HAND AND SEAL THIS 15TH DAY OF APRIL, A.D. 2020.



Carl J. Cook
CARL J. COOK
JACOB & HEFNER ASSOCIATES, INC.
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-003543
MY LICENSE EXPIRES NOVEMBER 30, 2019

JACOB & HEFNER ASSOCIATES

1127 FARMERS BUILDING, SUITE 200, CHICAGO, ILLINOIS 60607
Member: Triad Group The IL Surveyors' Association (ILSA) #17791

COOK COUNTY

PREPARED FOR:
NORTHPOINT DEVELOPMENT
3010 HIGHLAND PARKWAY, SUITE 440
DOWNERS GROVE, IL 60515

SEND TO:
DLA PIPER LLP
444 WEST ANNE STREET, SUITE 800
CHICAGO, IL 60606

CDOT#19-10-19-3887

SHEET 3 OF 3

UNOFFICIAL COPY

Exhibit H

**Developer DWM Facility Work
Schedule**

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT H

DEVELOPER DWM FACILITY WORK SCHEDULE

Developer Work Milestones

Estimated Outside Date

Work Commencement

February 17, 2020

Work Completion

June 1, 2020

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Exhibit I

Form of Annual Developer Annual Operation and Maintenance Plan

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT I – FORM OF ANNUAL DEVELOPER OPERATION AND MAINTENANCE PLAN

Owner Operation and Maintenance (O&M) Practices for Detention Basin and BMP Facilities

1. O&M Plan procedures and practices shall be reviewed and assessed annually.
2. Access routes including roadways and sidewalks shall be inspected annually and maintained as needed.
3. Drainage structures and/or flow restrictors shall be inspected and cleaned semi-annually.
4. Volume control BMPs shall be inspected semi-annually and after significant rainfall events exceeding 1.5 inches.
5. The owner shall keep an updated log book documenting the performance of the required O&M activities for perpetuity. Log books shall be produced upon the request of a city inspector. The logbook shall note all inspection dates, facility components inspected and any maintenance performed and repairs made.
6. Vegetation shall be maintained on a regular basis.
7. Pest control measures shall be implemented to address insects and rodents.
8. Signage shall be installed and maintained where necessary to protect property and the public.
9. All maintenance practices shall also be in conformance to IEPA and other permitting agencies (MWRD, USACE, etc.).

Maintenance Guidelines – Activity Schedule

As Needed:

- Remove sediment from basin

Monthly:

- Remove litter and debris
- Clear leaves and debris from overflow
- Inspect soil and repair eroded areas

Quarterly:

- Inspect inlet pipe(s) and outlet control structure for clogging after every storm greater than one inch
- Remove trash and debris
- Remove invasive plants
- Fertilize, dethatch, and condition soil of grassed areas
- Inspect trees/shrubs to evaluate health
- Mow/trim detention basin vegetation

Once Per Year:

- Inspect storage area to ensure that encroachments or renovations do not reduce available storage