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Prepared by:
Klein Thorpe and Jenkins, Ltd.
20 North Wacker Drive
Suite 1660
Chicago, Illinois 60606

Prepared on behalf of:
Village of Mount Prospect

Village Property:
PIN's: 08-12-107-004 and
Pt. 08-12-107-021
AND
Development Parcel:
PIN's: Pt. 08-12-107-008, Pt. 08-
12-107-018, Pt. 08-12-107-019
and Pt. 08-12-107-021



Doc# 2124619009 Fee \$137.00

KAREN A. YARBROUGH
COOK COUNTY CLERK

DATE: 09/03/2021 10:07 AM PG: 1 OF 44

[Above space for Recorder's Office]

COOK COUNTY, ILLINOIS

RECORDING COVER SHEET FOR VILLAGE OF MOUNT PROSPECT for
Long-Term Maintenance and License Agreement between The Village of Mount
Prospect, Illinois, JPMorgan Chase Bank, National Association and MIG of Mount
Prospect, LLC for Stormwater Volume Control Features (Chase Bank Development)

LEGALLY DESCRIBED AS: SEE EXHIBITS 1 AND 2 HEREIN

VILLAGE PROPERTY COMMONLY KNOWN AS: SOUTHWEST CORNER OF BUSSE AVENUE AND
MAIN STREET, MOUNT PROSPECT, IL

PIN: 08-12-107-004 and Pt. 08-12-107-021

AND

DEVELOPMENT PARCEL COMMONLY KNOWN AS: JUST NORTH OF NORTHWEST HIGHWAY
ON THE WEST SIDE OF MAIN STREET, MOUNT PROSPECT, IL

PIN's: Pt. 08-12-107-008, Pt. 08-12-107-018, Pt. 08-12-107-019 and Pt. 08-12-107-021

After recording return to:
RECORDER'S BOX 324

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**LONG-TERM MAINTENANCE AND LICENSE AGREEMENT
BETWEEN THE VILLAGE OF MOUNT PROSPECT, ILLINOIS,
JPMORGAN CHASE BANK, NATIONAL ASSOCIATION
AND MIG OF MOUNT PROSPECT, LLC
FOR STORMWATER VOLUME CONTROL FEATURES
(Chase Bank Development)**

This Long-Term Maintenance and License Agreement (the "Agreement") is made and entered into as of August 27, 2021 (the "Effective Date") by and between the Village of Mount Prospect, an Illinois home rule municipal corporation (the "Village"), JPMorgan Chase Bank, National Association, a national banking association ("Chase"), and MIG of Mount Prospect, LLC an Illinois limited liability company ("MIG"). The Village, Chase and MIG are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Village owns certain real estate legally described in Exhibit 1 attached hereto and made a part hereof (the "Village Property"); and

WHEREAS, Chase, MIG and the Village entered into the "Redevelopment Agreement For The JPMorgan Chase Bank Development Comprising A Part Of The Prospect And Main TIF District Of The Village Of Mount Prospect, Illinois" (the "RDA") dated July 8, 2020; and

WHEREAS, the RDA requires an agreement between Chase and the Village defining ownership and maintenance responsibilities for the stormwater volume control features constructed to support the Bank Project (as defined in the RDA); and

WHEREAS, MIG is the owner of the property on which the Bank Project is to be constructed, (said property being the Development Parcel, as defined in the RDA and legally described in Exhibit 2 attached hereto and made part hereof), and has entered into a ground lease with Chase for use of the Development Parcel for purposes of Chase constructing and operating the Bank Project; and

WHEREAS, the use of the Development Parcel requires the construction of the stormwater volume control features on the Village Parcel; and

WHEREAS, this Agreement shall satisfy the requirement in the RDA for an agreement between Chase, MIG and the Village defining ownership and maintenance responsibilities for the stormwater volume control features constructed to support the Bank Project and the Development Parcel; and

WHEREAS, Chase and MIG desire to use and improve the Village Property with stormwater volume control features, and the Village desires that Chase and MIG use and improve the Village Property in accordance with the terms of this Agreement; and

WHEREAS, Chase, MIG and the Village affirm that the stormwater volume control features to be installed and maintained on Village Property by this Agreement improve the economic viability and constructability of the Development Parcel;

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NOW, THEREFORE, in consideration of the foregoing, and for the mutual promises hereinafter set forth, and for other good and valuable consideration, the sufficiency of which is acknowledged, the Village, Chase and MIG enter into this Agreement, pursuant to which the Village grants Chase and MIG a license and assigns sole responsibility to Chase, and MIG and its successors in title to the Development Parcel, to construct, operate and maintain the stormwater volume control features in perpetuity on the Village Property, subject to the following terms and conditions:

1. **License.** The recitals set forth above are incorporated into this Section 1 by reference. Chase and MIG desire to have permanent access to the Village Property for installation, operation and maintenance of the stormwater volume control features as described and depicted on Exhibit 2 attached hereto and made part hereof (the "Stormwater Volume Control Features"). The Village hereby grants, gives and conveys to Chase and MIG, and their officials, employees, agents, contractors, successors and assigns, a non-exclusive, perpetual license for the purpose of the Stormwater Volume Control Features, together with the right, permission and authority for access to and upon such portions of the Village Property as may be reasonably necessary for the purposes granted herein in accordance with the terms and conditions of this Agreement, and in compliance with all applicable laws (the "License"). The License granted in this Section 1 shall be perpetual in duration, but shall only be applicable to Chase for the period of time that Chase has a ground lease relative to the Bank Project on the Development Parcel. At such time as Chase no longer has a ground lease relative to the Development Parcel, MIG, or the then-current owner of the Development Parcel, shall be solely responsible under this Agreement for the Stormwater Volume Control Features. No third party beneficiary shall be entitled to claim any rights hereunder. This Agreement and License, and all the rights, conditions, covenants and interests set forth herein and created hereby, are intended to and shall run with the land of the Village Property, consisting of the following PINs: Pt. 08-12-107-004 and Pt. 08-12-107-021, and shall be binding upon and inure to the benefit of Chase, and to the benefit of MIG and its successors and assigns, in regard to the Bank Project and the Development Parcel. This Agreement shall be recorded on title to the Village Property and the Development Parcel, against the PINS listed in Exhibits 1 and 2, at the cost of Chase, within ten (10) days of the date of this Agreement.
2. **Use and Condition of Premises.** Chase and MIG accept the Village Property in "as-is, where-is" condition as existing on the date of the execution of this Agreement. Chase and MIG acknowledge that they have inspected the Village Property and acknowledge that it is in good condition. THE VILLAGE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE CONDITION OF THE VILLAGE PROPERTY. Chase and MIG acknowledge that the Village has made no representations or promises to Chase or MIG to alter, or otherwise improve the condition of, the Village Property.
3. **Responsibilities of the Parties.**
 - A. Chase shall, at its own expense, be responsible for the construction, installation, operation and maintenance of the Stormwater Volume Control Features. Stormwater Volume Control Features shall refer to those items as set forth on Exhibit 3, as well as any other appurtenances constructed to satisfy the requirements of the Cook County Watershed Management Ordinance and delineated in the Metropolitan Water Reclamation District of Greater Chicago's

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("MWRDGC") Watershed Management Permit Number 20-197, a copy of which is attached hereto as Exhibit 4 and made part hereof (the "MWRDGC Permit").

- B. Chase shall procure all required permits to perform work on the Village Property. The issuance of permits in relation to, and all access to, the Village Property for the purpose of performing all construction, inspections, maintenance and/or repairs in relation to the Stormwater Volume Control Features shall be pursuant to the requirements and provisions of the Mount Prospect Village Code (Chapter 9, Article VIII, Construction of Utility Facilities in Public Rights-of-Way). Upon completion of the Stormwater Volume Control Features in accordance with the requirement of the Mount Prospect Village Code and the MWRDGC Permit, title thereto shall be transferred by bill of sale to the Village, subject to Chase's obligations to operate and maintain said Stormwater Volume Control Features pursuant to this Agreement.
- C. Chase shall have sole responsibility for the volume control preventative and corrective maintenance tasks stipulated in the MWRDGC Permit, for the Stormwater Volume Control Features, including, but not limited to:
- i. All abandoned sewers/force mains shall be plugged at both ends with at least 2 foot long non-shrink concrete or mortar plugs; and
 - ii. Construction must conform to the soil erosion and sediment control requirements of the MWRDGC Permit and any other local, state, and/or federal agencies; and
 - iii. Assuring compliance with the runoff requirements of the WMO. Development under the MWRDGC Permit shall not increase flood elevations or decrease flood conveyance capacity of the area upstream or downstream of the developed property covered under the MWRDGC Permit; and
 - iv. Compliance with the volume control requirements of the WMO, as well as the volume control facility shown on the plans and the associated maintenance plan that are incorporated into and made a part of the MWRDGC Permit. Volume control is provided beneath the outlet of an underground retention system and void volume; and
 - v. Construction of the stormwater detention facility shown on the plans in accordance with local requirements; and
 - vi. The stormwater management facility shall be equipped with the backflow prevention device shown on the plans.
- D. The Village shall, at its own expense, be responsible for routine snow removal, ice control and mechanical street sweeping services relative to the Village Property, at a scope, scale and frequency consistent with other Village parking areas.

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- E. Chase shall, at its own expense and at all times, accept responsibility for the operation, maintenance and condition of the Stormwater Volume Control Features, as permitted by the MWRDGC.
- F. Chase shall maintain thorough and accurate records of inspections, maintenance, and repair work necessary to satisfy the requirements of the MWRDGC Permit.
- G. On or before June 15th of each year, Chase shall provide the Village with a written affidavit affirming that required inspection, maintenance and repairs necessary to demonstrate compliance with the requirements of the MWRDGC Permit have been completed. Work orders, paid invoices, inspection records, and other applicable documents shall accompany the affidavit.
- H. On or before June 15th of each year, Chase shall participate in an annual field inspection of the Stormwater Volume Control Features with the Mount Prospect Public Works Department staff. The affidavit referenced in Subsection 3.G. above and maintenance records shall be submitted to the Village at least fifteen (15) calendar days before the annual inspection.
- I. In the event that Chase fails to maintain the Stormwater Volume Control Features in good condition, or fails to effect maintenance or repairs in a timely fashion, the Village reserves the right to cause any and all necessary work to be performed to maintain the Stormwater Volume Control Features or document repairs and maintenance to the Stormwater Volume Control Features for the purpose of MWRDGC reporting requirements (collectively the "Village Work"), and reserves the right to recover the cost of such Village Work from Chase. Chase agrees to remit full payment for costs incurred by the Village relative to the Village Work within fifteen (15) calendar days of the date the Village issues the invoice to Chase for such Village Work. If Chase fails to pay the Village in full or in a timely manner, the Village reserves the right to record a lien against the Development Parcel in the amount of the cost of the Village Work that has not been paid and to foreclose on said lien.
4. **Interference With Access.** Chase and MIG represent and warrant that their use of the Village Property shall not interfere in any way with the use of the public rights-of-way or property owned by the Village, the State or the County.
5. **Modification.** No modification or amendment of this Agreement shall be of any force or effect unless in writing executed by the Village, Chase and MIG, and recorded at the office of the Cook County Recorder of Deeds.
6. **Village Entry and Inspection.** The Village and the Village's elected officials, officers, employees, agents, representatives and volunteers are authorized to enter upon the Village Property, as well as the areas used for activities associated with this Agreement at any time, with or without prior notice, for all lawful purposes.
7. **Release, Waiver, Assumption of Risk, Hold Harmless and Indemnification.** Chase covenants and agrees as follows:

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- A. **Hold Harmless and Indemnification.** Chase agrees to indemnify, defend, save and hold forever harmless the Village and its officers, current/past/future appointed and elected officials, employees, contractors, volunteers, attorneys, engineers and agents (the "Village Affiliates") from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses brought by any person, including Chase and their officers, officials, employees, contractors, subcontractors, volunteers, agents and invitees arising out of or relating to this Agreement, Chase's use, or the public's use, of the Village Property or the areas used for activities associated with this Agreement, any other public rights-of-way in the Village, or any matters arising out of or relating to matters covered under this Agreement.
- B. **Risk of Injury.** Chase assumes the full risk of death, illness and personal injuries of any kind and all damages or losses of any kind which it or its officers, officials, employees, contractors, subcontractors, volunteers, agents and invitees or members of the public, may sustain arising out of or relating to this Agreement, Chase's use, or the public's use, of the Village Property or the areas used for activities associated with this Agreement, any other public rights-of-way in the Village, or any matters arising out of or relating to matters covered under this Agreement.
- C. **Waiver Of Claims.** Chase agrees to waive and relinquish any and all claims or causes of action of any kind that it or its officers, officials, employees, contractors, subcontractors, volunteers, agents and invitees may have against the Village and the Village Affiliates arising out of or relating to this Agreement, Chase's use, or the public's use, of the Village Property or the areas used for activities associated with this Agreement, or any matters arising out of or relating to matters covered under this Agreement.
- D. **Release From Liability.** Chase fully releases and discharges the Village and the Village Affiliates from any and all claims or causes of action of any kind, including but not limited to illness, injury, death, damages or losses which Chase or its officers, officials, employees, contractors, subcontractors, volunteers, agents and invitees or members of the public may have or which arise out of or relate to this Agreement, Chase's use, or the public's use, of the Village Property or the areas used for activities associated with this Agreement, any other public rights-of-way in the Village, or any matters arising out of or relating to matters covered under this Agreement.
8. **Insurance.** During the term of this Agreement, Chase agrees to have the Village and the Village Affiliates expressly named as additional insureds on its insurance policies, in its endorsements and on its certificates related to the operation of the Stormwater Volume Control Features for the purposes stated herein. Chase shall provide the following types of insurance, written on the comprehensive form and as an "occurrence" policy, in not less than the following amounts:
- A. Comprehensive General Liability – \$1,000,000 per occurrence and \$2,000,000 in the aggregate
 - B. Umbrella Coverage – \$3,000,000
 - C. Property Damage – \$1,000,000 per occurrence
 - D. Workers' Compensation – Statutory

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Chase shall furnish certificates of insurance, with premiums paid in full, prior to the effective date of this Agreement, copies of which are incorporated herein and attached hereto as Exhibit 5 and made a part hereof. Chase shall provide the Village with satisfactory proof of the above insurance requirements in the form of a certificate executed by an insurer with no less than an A rating by the most recent "AM Best Insurance Rating Guide." The Village shall have the right to approve the coverage and carrier, which approval shall not be unreasonably withheld.

Chase's policy or policies of insurance shall specifically recognize and cover Chase's indemnification obligations under this Agreement, and shall contain cross-liability endorsements. Said insurance shall provide that the insurance provided by Chase shall be primary and that any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Village and any other insurance or benefit of the Village shall be in excess of Chase's insurance. Said insurance shall afford the Village and the Village Affiliates with its choice of counsel and the right to conduct its own defense.

All Certificate(s) of Insurance shall contain the following endorsement: "Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve thirty (30) days prior written notice to the Village."

In the event of the cancellation of any insurance policy required herein, or upon Chase's failure to procure said insurance, the Village shall have the right to immediately terminate this Agreement. The insurance coverage of Chase shall be primary to the Village's own insurance.

Notwithstanding the foregoing, Chase reserves the right to self insure and provide evidence of coverages via access to a web based memorandum of understanding evidencing coverages in force.

9. **Alterations.** Chase shall not, without first obtaining a permit and the written consent of the Village, make any alterations, additions or improvements to the Village Property. It is expressly understood by Chase and its agents that if Chase performs any alterations to the Village Property, Chase agrees to indemnify, defend, hold harmless, release, waive, assume the risk and defend the Village and the Village Affiliates from any and all liabilities, costs, expenses, damages, claims or causes of action of any kind, including but not limited to death, illness, injuries, damages and losses which any person, including Chase or its officers, employees, volunteers, agents, contractors, subcontractors or members of the public, may have or which arise out of, are connected with or are in any way associated with the construction or performance of the alterations of the Village Property to the full extent possible under the provisions of Section 7 of this Agreement.
10. **Default.** A violation of any Federal, State, County or Village laws by Chase, or a failure or refusal by Chase to comply with any of the covenants or obligations of Chase, as set forth in this Agreement, shall constitute an "Event of Default."
11. **Village's Right to Terminate.** Upon the occurrence of any Event of Default, the Village shall give Chase written notice of such default, and, if Chase does not cure any such default within fifteen (15) days of said notice, or if such default cannot be cured within said fifteen (15) day period, take actions to begin to cure such default within said fifteen

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- (15) days, and, in any event, cure said default within thirty (30) days of said Village notice, then the Village may terminate this Agreement. Upon termination of this Agreement as a result of a default by Chase, Chase shall promptly cease use of the Stormwater Volume Control Features relative to the Bank Project and the Development Parcel, at Chase's sole cost and expense, and shall not conduct activities associated with this Agreement on the Village Property.
12. **Non-Waiver.** Failure by Chase, MIG or the Village to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but Chase, MIG and the Village shall have the right to enforce the terms and conditions of this Agreement at any time and take such action as might be lawful or authorized hereunder, either in law or equity.
 13. **Attorneys' Fees.** In case suit should be brought by the Village for recovery of the Village Property, or because of any act, which may arise out of the use or possession of the Village Property or to enforce the terms of this Agreement, the Village shall be entitled to all costs incurred in connection with such action, including reasonable attorneys' fees and litigation fees and expenses.
 14. **Notices.** Any notice which any Party may or is required to give shall be given by personal delivery, overnight courier, or certified mail, return receipt requested and postage prepaid: to Chase at JPMorgan Chase Bank, National Association, 1111 Polaris Parkway, Mail Code OH1-024, Columbus, Ohio 43240-2050, Attn: Lease Administration Manager, with a copy to JPMorgan Chase Bank, National Association, 237 Park Avenue, 12th Floor, Mail Code NY1-R066, New York, New York 10017-3140, Attn: Real Estate Transactor Regional Manager; to MIG at MIG of Mount Prospect, LLC, 11900 Freeman, Huntley, Illinois 60142, Attn: Spiro Angelos, Manager, with a copy to Kaplan, Papadakis & Gournis, P.C., 180 North LaSalle Street, Suite 2108, Chicago, Illinois 60601, Attn: Dean J. Papadakis; or to the Village of Mount Prospect at 50 S. Emerson Street, Mount Prospect, Illinois, Attention: Village Manager; or to such other places as may be designated by any Party from time to time. Service by personal delivery or overnight courier shall be deemed given when delivered, and service by certified mail shall be deemed given on the third day after mailing.
 15. **Severability.** Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
 16. **Impact of Termination.** If this Agreement is terminated, Chase shall not be entitled to a refund or any payment in regard to Chase's construction of the Stormwater Volume Control Features. If this Agreement is terminated, the permission to use the Village Property shall terminate at the same time. Notwithstanding any termination of this Agreement, the release, hold harmless and indemnification provisions of Section 7 of this Agreement shall remain in full force and effect through the expiration of any applicable statute of limitations period that applies to all claims and causes of actions of any kind that could be or are brought against the Village or the Village's Affiliates (as defined above) that arise out of or relate to any matters covered by this Agreement, including the approval of this Agreement by the Village.

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17. **Compliance With Laws.** The Parties to this Agreement shall comply with all applicable Federal, State, County, Village and other laws, rules and regulations in carrying out the terms and conditions of this Agreement, including the following:
- A. **Certification.** Each Party and its officers, corporate authorities, employees, and agents certify that they are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.* Each Party and its officers, corporate authorities, employees, and agents further certify by signing this Agreement that the Party and its officers, corporate authorities, employees, and agents have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act, 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has any of the Parties and their officers, corporate authorities, employees, and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of the Parties been so convicted nor made such an admission.
- B. **Non-Discrimination.** Each Party and its officers, corporate authorities, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. Each Party maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). Each Party certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. Each Party certifies that it agrees to comply with Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160).

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- C. **Illinois Freedom Of Information Act.** The definition of a public record in the Freedom of Information Act (5 ILCS 140/1 *et seq.*) ("FOIA") includes a "public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body and that directly relates to the governmental function and is not otherwise exempt under this Act." (5 ILCS 140/7(2)). Consequently, Chase and MIG must maintain and make available to the Village, upon request, their public records relating to the performance of this Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the FOIA.
- D. **Illinois Prevailing Wage Act.** To the extent required by law, Chase shall comply with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* ("Act"), for all construction of, and maintenance of, the Stormwater Volume Control Features on the Village Property. Chase warrants and represents that it has reviewed the Act, that it has reviewed the regulations promulgated thereunder, and that it understands and will strictly comply with the obligations imposed on it by this Section 17.D. Chase shall indemnify, defend and hold harmless the Village and the Village Affiliates for any violation by Chase or its contractors' and subcontractors' failure to comply with any applicable provision of the Act.
18. **Taxes.** If property taxes are assessed on the Village Property due to Chase's use of the Village Property for the Stormwater Volume Control Features, Chase shall be solely responsible for the prompt and timely payment of all such property taxes.
19. **Venue.** The Parties agree that, for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the Parties consent to the *in personam* jurisdiction of said Court for any such action or proceeding. This Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.
20. **Complete Defense.** It is expressly understood and agreed by the Parties that this Agreement may be pleaded by the Village as a complete defense to, and in bar of, any and all claims or causes of action of any kind brought, maintained, or conducted by Chase or by a third party in connection with or on account of any of the matters set forth in this Agreement. The Parties agree that this Agreement shall be admissible in evidence in any action in which the terms of this Agreement are sought to be enforced.
21. **Authority to Bind.** The Parties warrant and represent that the execution, delivery of and performance under this Agreement is pursuant to authority, validly and duly conferred upon the Parties and the signatories hereto.
22. This Agreement, and the obligations set forth herein, shall be a covenant running with the land, relative to the Development Parcel, and shall be binding upon MIG and any successor owner(s) of the Development Parcel.
23. At such time as Chase no longer has a ground lease relative to the Development Parcel, MIG, or the then-current owner of fee title to the Development Parcel, shall be responsible for compliance with all the terms and conditions set forth herein, that are set

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forth as only applicable to Chase. Notwithstanding the foregoing, MIG, and any successor in title to the Development Parcel, shall not be able to self insure, or provide access to coverages via access to a web-based memorandum of understanding, as set forth in the last sentence of Section 8 hereof.

24. **Effective Date:** This Agreement shall become effective upon the date of execution by the last signatory below, with said date being inserted on the first page hereof.
25. **Notice of Termination:** Upon the termination of this Agreement, whether as a result of a default or otherwise, a notice of said termination shall be recorded by the Village.

Property of Cook County Clerk's Office

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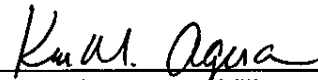
IN WITNESS WHEREOF, the Parties to this Agreement have executed this instrument as of the dates listed below.

Village of Mount Prospect,
an Illinois home rule municipal corporation

By: 
Paul Hoefert, Mayor

Date: 08.27.2021

ATTEST:

By: 
Karen Agoranos, Village Clerk


Date: 8/27/2021

MIG of Mount Prospect, LLC,
an Illinois limited liability company

By: 
Spiro Angelos, Manager


Date: Aug 21, 2021

ATTEST:

By: 
Name: Winston Hill
Title: _____

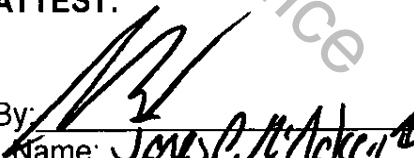
Date: Aug 21, 2021

JPMorgan Chase Bank, National Association,
a national banking association

By: 
Name: Ryan Repp
Title: Executive Director

Date: 8.10.21

ATTEST:

By: 
Name: Jones P. McAker
Title: Vice Pres

Date: 8.10.21

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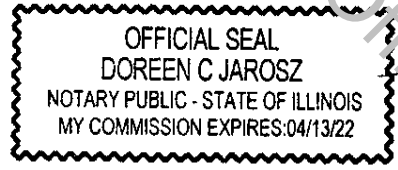
ACKNOWLEDGMENT

State of Illinois)
) SS
County of Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Paul Hoefert and Karen Agoranos, personally known to me to be the Mayor and Village Clerk of the Village of Mount Prospect, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such Mayor and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said Illinois home rule municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Illinois home rule municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 27 day of August, 2021.

Doreen C. Jarosz
Notary Public



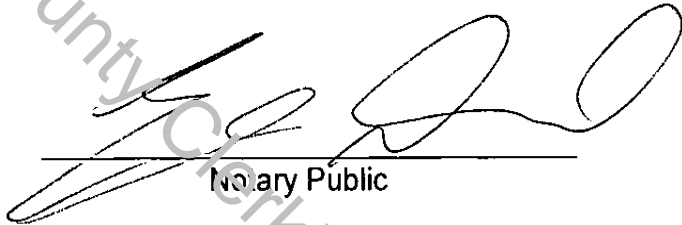
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ACKNOWLEDGMENT

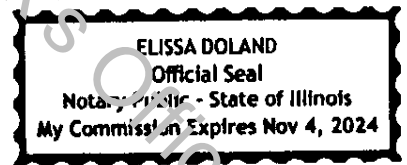
State of Illinois)
) SS
 County of Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Spiro Angelos, personally known to me to be the Manager of MIG of Mount Prospect, LLC, an Illinois limited liability company, and 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 severally acknowledged that, as such Manager, he signed and delivered the said Agreement pursuant to authority given by the operating agreement of MIG of Mount Prospect, LLC, as his free and voluntary act, and as the free and voluntary acts and deeds of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 21st day of August, 2021.



 Notary Public



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ACKNOWLEDGMENT

State of Illinois Ohio
) SS
 County of Cook)
Allaware

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Ryan Repp and _____, personally known to me to be the _____ and the Executive Director of JPMorgan Chase Bank, National Association, a national banking association, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such _____ and _____, they signed and delivered the said Agreement pursuant to authority given by the _____ of JPMorgan Chase Bank, National Association, as their free and voluntary act, and as the free and voluntary acts and deeds of said _____, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 10th day of August, 2021.

Lisa Ransom
 Notary Public



Lisa Ransom
 Notary Public, State of Ohio
 My Commission Expires
 January 8, 2026

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Property of Cook County Clerk's Office

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Exhibit 1

Legal Description of the Village Property

Legal Description:

THAT PART OF LOT 2 IN JOHN MEYN'S SUBDIVISION RECORDED FEBRUARY 26, 1931, AS DOCUMENT 10851688, TOGETHER WITH THAT PART OF LOT A IN CORPORATE SUBDIVISION NO. 9, ALL BEING IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS ONE TRACT AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT A; THENCE NORTH 89 DEGREES 22 MINUTES 22 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT A, 2.00 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG SAID NORTH LINE, BEING A CURVE CONCAVE SOUTH, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 1080.00 FEET, A CHORD BEARING OF NORTH 89 DEGREES 47 MINUTES 03 SECONDS WEST, A CHORD LENGTH OF 15.51 FEET, AN ARC LENGTH OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREE 09 MINUTES 10 SECONDS EAST, 30.94 FEET; THENCE SOUTH 88 DEGREES 50 MINUTES 50 SECONDS WEST, 75.00 FEET; THENCE NORTH 01 DEGREE 09 MINUTES 10 SECONDS WEST, 29.59 FEET TO THE NORTH LINE OF SAID LOT 2 IN JOHN MEYN'S SUBDIVISION; THENCE EASTERLY ALONG SAID NORTH LINE AND ALONG THE NORTH LINE OF SAID LOT A IN CORPORATE SUBDIVISION NO. 9, BEING A CURVE CONCAVE SOUTH, HAVING A RADIUS OF 1080.00 FEET, A CHORD BEARING OF NORTH 87 DEGREES 48 MINUTES 52 SECONDS EAST, A CHORD LENGTH OF 75.01 FEET, AN ARC LENGTH OF 75.03 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

P.I.N.s: Pt. 08-12-107-004 and Pt. 08-12-107-021

Common Address: Southwest Corner of Busse Avenue and Main Street,
Mount Prospect, Illinois 60056

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Exhibit 2

Legal Description of the Development Parcel

Legal Description:

THAT PART OF LOT 1 AND PART OF LOT 2 IN KELJIK'S RESUBDIVISION IN MOUNT PROSPECT, TOGETHER WITH THAT PART OF LOT 9 IN JOHN MEYN'S SUBDIVISION RECORDED FEBRUARY 26, 1931, AS DOCUMENT 10851688, TOGETHER WITH THAT PART OF LOT A IN CORPORATE SUBDIVISION NO. 9, ALL BEING IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS ONE TRACT AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2 IN KELJIK'S RESUBDIVISION; THENCE SOUTH 01 DEGREE 09 MINUTES 10 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 60.98 FEET; THENCE SOUTH 88 DEGREES 50 MINUTES 50 SECONDS WEST, 56.68 FEET; THENCE NORTH 59 DEGREES 23 MINUTES 32 SECONDS WEST, 7.04 FEET; THENCE NORTH 01 DEGREE 09 MINUTES 10 SECONDS WEST, 106.08 FEET; THENCE NORTH 88 DEGREES 50 MINUTES 50 SECONDS EAST, 62.67 FEET TO THE EAST LINE OF SAID LOT 1 IN KELJIK'S RESUBDIVISION; THENCE SOUTH 01 DEGREE 09 MINUTES 10 SECONDS EAST ALONG SAID EAST LINE, 48.80 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

P.I.N.s: Pt. 08-12-107-008, Pt. 08-12-107-018, Pt. 08-12-107-019
and Pt. 08-12-107-021

Common Address: Just North of Northwest Highway
on the West Side of Main Street,
Mount Prospect, Illinois 60056

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Exhibit 3

Description and Depiction of the Stormwater Volume Control Features

Stormwater Volume Control Narrative:

A Contech underground volume control facility located under the northern parking lot will be used to meet the Village and MWRDGC stormwater ordinance requirements. This system utilizes perforated corrugated metal pipes to promote stormwater infiltration into that native site soils which helps remove contaminants from the stormwater runoff generated on the site. Contech systems are designed for a 75-year design life and will require minimal maintenance throughout its lifespan. The underground volume control facility will outfall to the combined sewer in Busse Avenue.

The "Final Engineering Plans, Chase Bank, NW Corner of US Route 14 and IL Route 83, Mount Prospect, Illinois," prepared by Kimley-Horn and Associates, Inc., 4201 Winfield Road, Suite 600, Warrenville, Illinois 60555, known as KHA Project No. 168558022, last updated July 2, 2020, consisting of seventeen (17) pages, (inclusive of four (4) survey pages prepared by Compass Surveying, Ltd., 2631 Ginger Woods Parkway, Suite 100, Aurora, Illinois 60502, known as Project No. 20.0071, Cover Page, General Notes, Site Plan, Grading Plan, Utility Plan, MWRD Plan, Construction Details and Contech Plans), and on file with the Village of Mount Prospect, Illinois, are incorporated herein by reference, in their entirety, and made part hereof.

The "Drainage Report – Chase Bank – Mount Prospect, NWC of US Route 14 and IL Route 83, Mount Prospect, IL," prepared by Kimley-Horn and Associates, Inc., 1001 Warrenville Road, Suite 350, Lisle, Illinois 60532, dated May 18, 2020, last updated July 2, 2020, consisting of nineteen pages (inclusive of exhibits), and on file with the Village of Mount Prospect, Illinois, is incorporated herein by reference, in its entirety, and made part hereof.

The ECS Midwest, LLC "Geotechnical Engineering Report, Proposed Chase Bank – TAP #20015 Mt. Prospect Busse Relocation, Route 14 and Route 83, Mount Prospect, Cook County, Illinois," ECS Project No. 16:13331, dated June 10, 2020, consisting of forty-seven (47) pages (inclusive of the Cover Page, Opening Letter, Table of Contents, Executive Summary, Introduction, Project Information, Field Exploration and Laboratory Testing, Design Recommendations, Site Construction Recommendations, Closing and Appendices), and on file with the Village of Mount Prospect, Illinois, is incorporated herein by reference, in its entirety, and made part hereof.

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Exhibit 4

MWRDGC

Watershed Management Permit No. 20-197

(attached)

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WATERSHED MANAGEMENT PERMIT
METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO
111 EAST ERIE, CHICAGO, ILLINOIS, 60611

Watershed Management Permit No.

20-197

www.mwrdd.org

INSTRUCTIONS FOR COMPLETING PERMIT FORM: Submit two original signed copies of this permit application (nine pages) and any required WMO schedules listed below; do not leave any blank spaces; use "X" for checking applicable information. Also submit two copies of location map and plans. Address all correspondence to the Local Sewer Systems Section; for any inquiries or assistance, telephone (312) 751-3255.

NAME AND LOCATION:Name of Project (as shown on plans): Chase BankLocation of Project (street address or with respect to two major streets): NW corner of US Route 14 & IL Route 83Municipality (Township, if unincorporated) Village of Mount ProspectSection ¹² _____, Township ⁴¹ _____ N, Range ¹¹ _____ EPIN (include all PINs for project, use additional sheets if more than two): For a list of PINs, see Attachment 1Check type of sewer area for project: Combined Sewer Area Separate Sewer Area

- | | | |
|---|----------------------------------|---------------|
| <input checked="" type="checkbox"/> Project Information (Required in all cases) | WMO Schedule A | (Page 5 of 9) |
| <input checked="" type="checkbox"/> Sewer Summary (Required in all cases) | WMO Schedule B | (Page 6 of 9) |
| <input checked="" type="checkbox"/> Sewer Connections (Required in all cases) | WMO Schedule C | (Page 7 of 9) |
| <input checked="" type="checkbox"/> Detention & Stormwater Management Facilities (WMO) | WMO Schedule D | (3 Pages) |
| <input type="checkbox"/> Detention & Stormwater Management Facilities (Legacy) | WMO Schedule D _{Legacy} | (4 Pages) |
| <input type="checkbox"/> Lift Station and/or Force Main | WMO Schedule E | (2 Pages) |
| <input type="checkbox"/> Characteristics of Waste Discharge | WMO Schedule F | (2 Pages) |
| <input type="checkbox"/> Treatment or Pretreatment Facilities | WMO Schedule G | (2 Pages) |
| <input type="checkbox"/> Hazard Areas (Floodplain / Floodway /Riparian Areas) | WMO Schedule H | (2 Pages) |
| <input type="checkbox"/> Affidavit Relative to Compliance with Article 7 | WMO Schedule J | (1 Page) |
| <input checked="" type="checkbox"/> Affidavit of Disclosure of Property Interest | WMO Schedule K | (2 Pages) |
| <input type="checkbox"/> Notice of Requirements for Storm Water Detention | WMO Schedule L | (2 Pages) |
| <input checked="" type="checkbox"/> Current Survey of Property Interests (Attachment for Schedule K or L) | Exhibit A | |
| <input type="checkbox"/> Outfall, Direct Connection, District Owned or Leased Property | WMO Schedule O | (1 Page) |
| <input checked="" type="checkbox"/> Soil Erosion and Sediment Control | WMO Schedule P | (2 Pages) |
| <input checked="" type="checkbox"/> Recording and Maintenance | WMO Schedule R | (2 Pages) |
| <input checked="" type="checkbox"/> Recording Exhibit (Attachment for Schedule K or L) | Exhibit R | |
| <input type="checkbox"/> Wetlands and Wetland Buffer Areas | WMO Schedule W | (2 Pages) |

Refer to Table 1 of § 201 of Article 2 of Watershed Management Ordinance for applicable Permitting Authority.

OTHER DOCUMENTS: Indicate title, number of pages and originator Full Engineering Plans, Storm Water Report**NOTE: ATTACH FEE PAYMENT VOUCHER AND PAYMENT IF APPLICABLE****DISTRICT USE ONLY**Application received: 8/25/2020 WMO Permit issued: 02/02/2021 WRP: Kirie

Issued by:

 DISTRICT Authorized Municipality

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Attachment 1

Chase Bank PINs:

- 08-12-107-003
- 08-12-107-004
- 08-12-107-006
- 08-12-107-007
- 08-12-107-008
- 08-12-107-018
- 08-12-107-019
- 08-12-107-020
- 08-12-107-021

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GENERAL CONDITIONS OF THE PERMIT

1. **Definitions.** The definitions of Appendix A of the Watershed Management Ordinance are incorporated into this Watershed Management Permit by reference. Additionally, the following words and phrases shall be defined as follows:
 - a) **Building and Occupancy Permit.** Building and Occupancy Permit issued by the Municipality.
 - b) **Design Engineer.** A Professional Engineer who prepares plans and specifications for the project, and signs the Watershed Management Permit Application.
 - c) **Inspection Engineer.** A Professional Engineer who inspects the development to ensure compliance with the design plans, specifications, a Watershed Management Permit, and the Watershed Management Ordinance.
 - d) **Permit.** Watershed Management Permit.
 - e) **General Conditions.** General Conditions contained in a Watershed Management Permit.
 - f) **Special Conditions.** Special conditions of this Watershed Management Permit.
2. **Adequacy of Design.** The schedules, plans, specifications and all other data and documents submitted for this Permit are made a part hereof. The Permit shall not relieve the Design Engineer of the sole responsibility for the adequacy of the design. The issuance of this Permit shall not be construed as approval of the concept or construction details of the proposed facilities and shall not absolve the Permittee, Co-Permittee or Design Engineer of their respective responsibilities.
3. **Joint Construction and Operation Permits.** Unless otherwise stated by the Special Conditions, the issuance of this Permit shall be a joint construction and operation permit, provided that the Permittee or Co-Permittee has complied with all General and Special Conditions.
4. **Allowable Discharges.** Discharges into the Sanitary Sewer system constructed under this Permit shall consist of sanitary Sewage only. Unless otherwise stated by the Special Conditions, there shall be no discharge of industrial wastes under this Permit. Stormwater shall not be permitted to enter the Sanitary Sewer system. Without limiting the general prohibition of the previous sentence, roof and footing drains shall not be connected to the Sanitary Sewer system.
5. **Construction Inspection.** All erosion and sediment control facilities, Stormwater Facilities, Detention Facilities, and Qualified Sewer Construction shall be inspected and approved by an Inspection Engineer acting on behalf of the Permittee or the Owner of the project, or by a duly authorized and competent representative of the Inspection Engineer. No sewer trenches shall be backfilled except as authorized by the Inspection

Engineer after having inspected and approved the sewer installation.

6. **Maintenance.** Stormwater Facilities, Detention Facilities, Qualified Sewer Construction, Sanitary Sewer lines, systems or facilities constructed hereunder or serving the facilities constructed hereunder shall be properly maintained and operated at all times in accordance with all applicable requirements. It is understood that the responsibility for maintenance shall run as a joint and several obligation against the Permittee, the Co-Permittee, the property served, the Owner and the operator of the facilities, and said responsibility shall not be discharged nor in any way affected by change of ownership of said property, unless the District has authorized assignment of the permit.
7. **Indemnification.** The Permittee shall be solely responsible for and shall defend, indemnify and hold harmless the Metropolitan Water Reclamation District of Greater Chicago ("District", "MWRD", or "MWRDGC") and its Commissioners, officers, employees, servants, and agents from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which are asserted by any individual, private entity, or public entity against the District and its Commissioners, officers, employees, servants, or agents and arise out of or are in any way related to the issuance of this Permit. Without limiting the generality of the preceding sentence, the provisions of this paragraph shall extend to indemnify and hold harmless the District and its Commissioners, officers, employees, servants, and agents from any claims or damages arising out of or in connection with the termination or revocation of this Permit.

The Permittee shall be solely responsible for and shall defend, indemnify and hold harmless an Authorized Municipality and its elected officials, officers, employees, servants, and agents from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which are asserted by any individual, private entity, or public entity against the Authorized Municipality and its elected officials, officers, employees, servants, or agents and arise out of or are in any way related to the issuance of this Permit. Without limiting the generality of the preceding sentence, the provisions of this paragraph shall extend to indemnify and hold harmless the Authorized Municipality and its elected officials, officers, employees, servants, and agents from any claims or damages arising out of or in connection with the termination or revocation of this Permit.

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8. **Sewer Construction by District.** Permittee understands and acknowledges that the District has the right and power to construct and extend sewer service facilities and render such services within the area to be served by the project for which this Permit is issued, and that by the District constructing and extending such sewer service facilities and rendering such services, the facilities constructed by the Permittee under this Permit may decrease in value, become useless or of no value whatsoever, the Permittee may also sustain a loss of business, income and profits.

Therefore, by accepting this Permit and acting thereon, the Permittee, for itself, its successors and assigns, does remise, release and forever discharge the District and its Commissioners, officers, employees, servants, and agents of any and all claims whatsoever which Permittee may now have or hereafter acquire and which Permittee's successors and assigns hereafter can, shall, or may have against the District and its Commissioners, officers, employees, servants, and agents for all losses and damages, either direct or indirect, claimed to have been incurred by reason of the construction or extension at any time hereafter by the District of sewer service facilities in the service area contemplated by this Permit, the rendering of such services, which District facilities and services decrease the value of the facilities constructed by the Permittee under this Permit, make same useless or of no value whatsoever, including but not limited to, any and all damages arising under 70 ILCS 2605/19; the taking of private property for public use without due compensation; the interference with the contracts of Permittee; the interference with Permittee's use and enjoyment of its land; and the decrease in value of Permittee's land.

9. **Third Parties.** Regarding Qualified Sewer Construction, this Permit does not grant the right or authority to the Permittee: (a) to construct or encroach upon any lands of the District or of any other parties, (b) to construct outside of the territorial boundaries of the District except as allowed under an extraterritorial service agreement, (c) to construct or encroach upon the territorial boundaries of any units of local government within the District, (d) to connect to or discharge into or be served by (directly or indirectly) any sewer or sewer system owned or operated by third parties.
10. **Costs.** It is expressly stipulated and clearly understood that the Stormwater Facilities, Detention Facilities, Qualified Sewer Construction, or facilities for which the Permit is issued shall be constructed, operated and maintained at no cost to the District.
11. **Other Sewer Construction.** The District reserves the right, privilege and authority to permit others to reconstruct, change, alter and replace all sewers and appurtenances thereto at the point of connection of any sewerage system to a District interceptor and/or in public

right-of-ways of District easements, and to introduce additional Sewage flow through this connection into the intercepting sewer of said District.

12. **Change of Use.** This Permit shall be incorporated in the Building and Occupancy Permit for the Building or Buildings served under this Permit. The Owner or occupant of any Building served under this Permit shall not cause, or permit, a change of use of the Building to a use other than that indicated in this Permit without first having obtained a written permission from the Executive Director of the District.
13. **Interceptors Overloading.** The District hereby serves notice that its interceptors may flow full and may surcharge, and flooding of the proposed system may occur. The Permittee agrees that the proposed systems shall be constructed, operated and maintained at the sole risk of the Permittee.
14. **Transferability.** This Permit may not be assigned or transferred without the written consent of the Executive Director of the District or Enforcement Officer of an Authorized Municipality. However, a Sole Permittee may be required to assign or transfer the Permit when divesting itself of ownership to a third-party and should notify the District prior to such divestment so that the District may determine whether assignment to the new owner is necessary.
15. **Termination.** The District has the right to enforce or revoke a Permit issued by either the District or an Authorized Municipality as outlined in Article 12 of the Watershed Management Ordinance.
- It is understood and agreed that in the event the Permittee shall default on or fail to perform and carryout any of the covenants, conditions or provisions of this Permit and such default or violation shall continue for sixty (60) days after receipt of notice thereof in writing given by the Executive Director of the District, then it shall be lawful for the District at or after the expiration of said sixty (60) days to declare said Permit terminated. The Permittee agrees that immediately upon receipt of written notice of such termination it will stop all operations, discontinue any discharges and disconnect the sewerage system or facilities constructed under this Permit. If the Permittee fails to do so, the District shall have the right to disconnect said system. The Permittee hereby agrees to pay for any costs incurred by the District for said disconnection.
16. **Rights and Remedies.** The various rights and remedies of the District contained in this Permit shall be construed as cumulative, and no one of them shall be construed as exclusive of any one or more of the others or exclusive of any other rights or remedies allowed by applicable rules, regulations, ordinances and laws. An election by the District to enforce any one or more of its rights or

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remedies shall not be construed as a waiver of the rights of the District to pursue any other rights or remedies provided under the terms and provisions of this Permit or under any applicable rules, regulations, ordinances or laws.

17. **Expiration.** This Permit shall expire if construction has not started within one (1) year from the date of issue. Construction under an expired Permit is deemed construction without a Permit. All construction under this Permit shall be completed within two (2) years after start of construction. If conditions so warrant, an extension may be granted. For publicly financed projects (e.g. special assessments) the one (1) year period indicated will be considered from the date of final court action.
18. **Revocation.** In issuing this Permit, the District or Authorized Municipality has relied upon the statements and representations made by the Permittee or his agent. Any incorrect statements or representations shall be cause for revocation of this Permit, and all the rights of the Permittee hereunder shall immediately become null and void.
19. **Advance Notice.** The Permittee shall give the District or Authorized Municipality advance notice of at least two working days prior to the following: mobilization and installation of Erosion and Sediment Control Practices; commencement of construction; excavation for Qualified Sewer Construction; Major Stormwater Systems and Detention Facilities under this Permit; and completion of construction. When advance notice is given, the Permittee shall provide the Permit number, municipality and location.
20. **Compliance with Plans and Specifications.** All construction shall be in accordance with the plans and specifications submitted for this Permit and made a part hereof. No changes in, or deviation from the plans and specifications which affect capacity, maintenance, design requirements, service area or Permit requirements shall be permitted unless revised plans have been submitted to, and approved by the District or Authorized Municipality. The Permit together with a set of the plans and specifications (revised plans and specifications, if any) shall be kept on the jobsite at all times during construction and until final inspection and approval by the District or Authorized Municipality.
21. **Testing and Approval.** All construction under this Permit shall be subject to inspection, testing and approval by the District. All testing shall be made, or caused to be made, by the Permittee at no cost to the District and in the presence of the District representative. Upon satisfactory completion of construction, the Permittee and the owner shall submit, or cause to be submitted, a completion certificate and request for approval on the form prescribed by the District. No sewer or other facilities shall be put in service until all the conditions of the Permit have been satisfactorily met.
22. **Record Drawings.** Before final inspection and approval by the District or an Authorized Municipality, the Permittee shall furnish, or cause to be furnished to the District or an Authorized Municipality, a set of Record drawings and Schedule R for the site stormwater plan, Detention Facilities, Stormwater Facilities, and Qualified Sewer Construction, or a statement that the project was constructed in accordance with the original plans and specifications.
23. **Compliance with Rules and Regulations.** The Permittee hereby expressly assumes all responsibilities for meeting the requirements of all applicable rules, regulations, ordinances and laws of Local, State and Federal authorities. Issuance of this Permit shall not constitute a waiver of any applicable requirements.
24. **Severability.** The provisions of this Permit are severable, and if any provision of this Permit, or the application of any provision of this Permit, is held invalid, the remaining provisions of this Permit shall continue in full force and effect.
25. **Property Rights.** This Permit does not convey any property rights of any sort, or any exclusive privilege.
26. **Conflict with Other Conditions.** In the case of conflict between these General Conditions and any other condition(s) in this permit, the more stringent condition(s) shall govern.

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WMO SCHEDULE A PROJECT INFORMATION

Watershed Management Permit No. 20-197

1. NAME OF PROJECT Chase Bank

(as shown on the plans)

2. APPURTENANCES (check all applicable items)

- Siphon Drop Manholes Public Lift Station Outfalls
(Submit Sch. E) (Submit Sch. O)
- Stream Crossing Direct Connections to District → Describe _____

3. RECEIVING SANITARY/COMBINED SEWER SYSTEM

A. System that project will connect to is:

- Existing Proposed /Under Construction → District Permit # _____

List owners of all sewers from project to District interceptor Village of Mount Prospect

4. RECEIVING STORM SEWER SYSTEM TRIBUTARY TO WATERWAY

A. System that project will connect to is:

- Existing Proposed /Under Construction → District Permit # _____

List owners of all sewers from project to waterway _____

5. EXISTING LIFT STATION

- No Yes → Receiving system includes existing lift station

If yes, indicate location _____

6. FLOOD PROTECTION AREAS

Does any part of the project area impact the following? (check all applicable items)

- Floodplain/Floodway/Riparian Wetlands/Riparian
(Schedule H) (Schedule W)

7. SIZE OF PROJECT

Impervious area within project

- | | | | |
|-------------------------------|-------------------|-----------------------|-------------------|
| A. Total contiguous ownership | <u>0.69</u> acres | C. Before development | <u>0.43</u> acres |
| B. Development Area | <u>0.69</u> acres | D. After development | <u>0.53</u> acres |

8. STORMWATER MANAGEMENT

A. Is project in the service area of an existing District permitted detention facility?

- No Yes → District Permit No. _____

B. Is stormwater management provided under this permit?

- No Yes → Required by: District Other
(Submit Sch. D)

Detention is required by IDOT only.
Volume Control is required by MWRD only.

C. Type of stormwater management

- Runoff Control Volume Control Detention Storage

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WMO SCHEDULE B SEWER SUMMARY

 Watershed Management Permit No. 20-197

 PROJECT NAME: Chase Bank

(as shown on the plans)

1. **SEWER SUMMARY:** Include all qualified sewer construction sewers (Sanitary sewers in combined and separate sewer areas and Storm sewers in combined sewer area) and their tributary type:
Sanitary (San), Combined (C), Storm to Combined (SC), Storm to Waterway (SW), or Storm part of Volume Control (SVC)

Tributary Type	Choose an SC	Choose an SC	Choose an C	Choose an San	Choose SVC	Choose an SC	Choose San
Pipe Size (in.)	12	8	12	6	4	12	6
Total Length (ft.)	236	121	56	69	221	25	61
Min. slope used (%)	0.50	1.0	4.48	1	0	0.50	1
Pipe Material *	RCP	PVC-SDR 26	PVC-watermain Qual	PVC-SDR 26	Perf. PVC-SDR 26	PVC-Watermain Qual	PVC-watermain Qual
Total Manholes	3	0	1	0	0	0	1
Total Cleanouts	0	0	0	0	1	0	0
Catch Basin/Inlets	3	0	0	0	0	0	0

* Pipe material and joint specifications must be shown on plans. See Technical Guidance Manual for acceptable specifications.

Sewer construction in floodplain: No Yes — FPE _____ ft.

Sanitary Manholes in floodplain _____

Note: All structures shall have lids located above the FPE or be constructed with watertight, bolt down covers/lids.

2. NATURE OF PROJECT (Check all that apply)

Brief description Construction of a Chase Bank with associated parking and underground utilities.

- | | |
|--|---|
| <input type="checkbox"/> Publicly financed | <input type="checkbox"/> Sewer extension to serve future development |
| <input type="checkbox"/> Sewer system serving a subdivision | <input checked="" type="checkbox"/> Storm sewers in combined sewer area |
| <input type="checkbox"/> Off-site trunk sewer to serve subdivision | <input checked="" type="checkbox"/> Service connections to serve buildings (Sch. C) |
| <input type="checkbox"/> Other _____ | |

3. SEWER EXTENSIONS

Identify proposed project designed to service future connections (not included in Schedule C). Check the appropriate box and submit service area map and estimate of population equivalent (PE) to be served.

- NO YES — Service area map
- P.E. estimate submitted

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WMO SCHEDULE C Watershed Management Permit No. 20-197

SEWER CONNECTIONS

(FILL OUT ALL SECTIONS THAT APPLY)

1. BUILDING CONNECTION DATA

A. RESIDENTIAL BUILDINGS

<input type="checkbox"/> Single Family	Total dwelling units *			
	Number of sewer connections *		PE**	
<input checked="" type="checkbox"/> Multi Family	Total dwelling units *			
	Number of sewer connections *		PE**	

B. COMMERCIAL & RECREATIONAL BUILDINGS

<input checked="" type="checkbox"/> Number of sewer connections		1	PE**	8
---	--	---	------	---

C. INDUSTRIAL BUILDINGS

<input type="checkbox"/> Number of sewer connections			PE**	
--	--	--	------	--

* Each sanitary line exiting a building is a connection

** Population Equivalent (Submit calculations for each connection and total from all connections)

2. BUILDING USE - (Check all that apply)

A. COMMERCIAL & RECREATIONAL

Describe use of buildings, including principal product(s) or activities Banking

- | | |
|--|--|
| <input type="checkbox"/> Food preparation or processing (install grease separator) | <input type="checkbox"/> Landromat (install lint basin) |
| <input type="checkbox"/> Swimming pool (provide pool plans) | <input type="checkbox"/> Auto service (install triple basin) |
| <input type="checkbox"/> Manufacturing (describe) _____ | <input type="checkbox"/> Auto wash (install mud basin) |
| <input type="checkbox"/> Other <u>Bank</u> | |

B. INDUSTRIAL BUILDINGS

Describe use of buildings, including principal product(s) or activities _____

- Sewer connections will receive domestic sewage only
- Industrial waste is produced

NOTE: If industrial waste is produced, submit WMO Schedule F & WMO Schedule G and plumbing plans along with flow diagram for pretreatment system.

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20-197

Chase Bank Mount Prospect
 DATE: 10/7/2020
 REVISED:



SANITARY FLOW/P.E. CALCULATIONS

P.E. Calculations (Design Average Flow)

Type of Use	GPD	Quantity	Estimated P.E.
Retail Store	400	2	8.0
	400 per toilet	Toilets	8.0
Totals =			8
		P.E.	8

Design Maximum Flow Calculations

$$\text{Peaking Factor} = \frac{18 + 0.008^{0.5}}{4 + 0.008^{0.5}}$$

Peaking Factor = 4.42

Design Maximum Flow = 4.42 x 800 GPD =

3,539 GPD

Property of Cook County Clerk's Office

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SCHEDULE D

WMO Permit Number: 20-197

STORMWATER MANAGEMENT FACILITIES

NAME OF PROJECT: Chase Bank*(Submit a separate Schedule D for each stormwater facility, as needed)*

1. RUNOFF REQUIREMENTS: Submit calculations and an exhibit that delineates the 100-year critical storm conveyed by the major stormwater system including cross-sections indicating the HGL at critical points (e.g. overflow weirs)

A. Method used to calculate the 100-year peak design runoff rate:

Hydrologic model Rational Method → $i_{100\text{-year}}$ 10.80 in/hr

B. Onsite tributary area to the major stormwater system..... C or CN 0.81 , 0.58 acres

C. Offsite tributary area to the major stormwater system..... C or CN N/A , 0 acres

D. Total tributary area to the major stormwater system..... C or CN _____ , _____ acres

E. Ratio of offsite to onsite tributary area..... 0

F. Time-of-concentration..... 10 minutes

G. 100-year peak design runoff rate..... 5.07 cfs

H. Capacity of major stormwater system discharging offsite..... 5.25 cfs

I. Offsite discharge location of the major stormwater system:

ROW/drainage easement Adjacent property *(submit calculations to comply with §502.3.B)*

J. Type and location of major stormwater system: 14 LF Overflow Weir at NEC Curb

K. Building lowest entry elevation(s) are located at least 1 foot above the adjacent HGL:

(Submit calculations and cross-sections showing the lowest entry elevation(s) and adjacent HGL)

Yes No *(for existing buildings located within the property holdings, submit acknowledgment)*

2. VOLUME CONTROL REQUIREMENTS: Submit calculations and a detail for the volume control facility including a cross-section indicating relevant elevations and the seasonal high groundwater table (SHGWT).

A. Does the site have any restrictive covenants related to environmental conditions (e.g., NFR letter)?

No Yes → Explain: _____

B. Site constraint(s) that precludes the use of onsite retention-based practices *(submit documentation)*:

None SHGWT Contaminated Soil Other: N/A

C. Proposed impervious area of development..... 0.53 acres

D. Gross volume control storage (2.C/12)..... 0.04 ac-ft

E. The onsite gross volume control storage may be reduced when a site constraint is present:

1. Existing impervious area within development..... N/A acres

2. VC storage reduction (5)(2.D)[1 - (2.C/2.E.1)]..... N/A ac-ft

F. Required volume control storage (2.D - 2.E.2)..... 0.04 ac-ft

G. Provided volume within retention-based practice..... 0.05 ac-ft

H. Volume control facility (**only when a site constraint is present*)

Retention-based practice → Type of practice: Underground Contech Unit

Flow-through practice* → Type of practice: _____

Detention Storage* → Type of facility: _____

Offsite retention-based practice* → WMO Permit Number: _____

I. Designed as an offsite retention-based practice:

No Yes → Impervious runoff volume tributary to facility..... _____ ac-ft

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SCHEDULE D

WMO Permit Number: 20-197

STORMWATER MANAGEMENT FACILITIES

- 3. DETENTION REQUIREMENTS:** Submit calculations and an exhibit that includes a cross-section of the detention facility and a detail of the control structure, and delineates the tributary, unrestricted, depressional storage, and bypass areas with the acreage and curve number indicated.

- A. Watershed specific release rate (*Appendix B*)..... N/A cfs/ac
- B. Detention service area N/A acres
- C. Gross allowable release rate N/A cfs
- D. Unrestricted area CN N/A , N/A acres
- E. Unrestricted release rate (*100-year, 24-hour storm*) N/A cfs
- F. Depressional storage release rate adjustment (*100-year, 24-hour storm*) N/A cfs
- G. Net allowable release rate (*3.C - 3.E - 3.F*) N/A cfs
- H. Control structure (restrictor) information:
1. Diameter N/A in 2. Actual Release Rate N/A cfs
3. C_d N/A 4. HWL N/A ft
5. Type N/A 6. Invert elevation N/A ft
- I. Method used to determine the required detention volume:
 Hydrologic Model Nomograph
- J. Time-of-concentration N/A minutes
- K. Area detained (*include trade areas*) CN N/A , N/A acres
- L. Adjusted CN (*when onsite retention-based practices are provided*) N/A
- M. Required detention volume at actual release rate (*3.H.2*) N/A ac-ft
- N. Provided detention volume at HWL (*3.H.4*) N/A ac-ft
- O. Drawdown time N/A hours
- P. Type of stormwater detention facility: N/A
- Q. Designed as an offsite detention facility:
 No Yes → Runoff volume tributary to facility N/A ac-ft

- 4. OFFSITE DETENTION REQUIREMENTS:** This item is only applicable when the development utilizes an offsite detention facility to comply with the detention requirements.

- A. Site limitation(s) that precludes the use of an onsite detention facility (*submit justification*):
 Floodway Shallow Bedrock Other: N/A
- B. Area requiring detention CN N/A , N/A acres
- C. Runoff volume from area to be detained offsite N/A ac-ft
- D. WMO Permit Number for offsite detention facility N/A

Engineering Firm: Kimley Horn and Associates

DATE OF EXPIRATION: 11-30-21

Name: Thomas J. SzafranskiPhone: (331) 481-7330Title: EngineerEmail: tom.szafranski@kimley-horn.com

Signature: _____

Date: 12/11/2020

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WMO SCHEDULE K (Continued) Watershed Management Permit No. 20-197

*D. Affiant further states that, because of its size and intended use, the property described in Exhibit "A" is exempt from the requirements of the District with respect to the establishment of site storm water management, which requirements are summarized on the attached table which is attached hereto as Attachment "WMO Schedule K Attachment" and specifically incorporated by reference hereto, and further states that:

1. The owner of the property or any beneficiary of a land trust, if any, which is the record title holder of the property has no present interest, nor had any interest at any time during the previous two years, in any lands contiguous to said property, such that the aggregate total area of the property and the contiguous lands equals or exceeds the acreages summarized on the said attachment for site storm water management requirements. (If such interest is held, storm water management requirements must be met for the total.)

2. No owner of any lands contiguous to the property and no beneficiary of a land trust, if any, which is the record title holder of any land contiguous to the property has any interest in the property, such that the aggregate total area of the property and the contiguous lands equals or exceeds the acreages summarized on the said attachment for site storm water management requirements. (If such interest is held, storm water management requirements must be met for the total.)

3. Affiant understands and agrees that any permit issued by District in reliance upon this affidavit shall be deemed to contain a special condition that if, within two years after the issuance of the permit, the owner or any beneficiary of a land trust, if any, which is the record title holder of the property acquires any interest in lands contiguous to the property such that the aggregate area of the property and the contiguous lands equals or exceeds the acreages summarized on the said attachment for site storm water management requirements, the owner shall provide for storm water management facilities for the entire aggregate area to fulfill the said requirements.

This affidavit is given to induce the District to issue its Watershed Management Permit with respect to the abovescribed property and to exempt said property from any previous requirements to provide and maintain storm water management facilities thereon.

E. Affiant further states, that for the purpose of this affidavit, the following terms have the meanings indicated:

Owner: means record title holder or a beneficiary of a land trust which is the record title holder, and includes singular and plural; if the owner is other than an individual, the term includes beneficiaries, agents, shareholders, officers and directors.

Ownership: means holding of record title or any beneficial interest.

Interest: means property interest or contractual interest, legal or equitable, directly or indirectly, in part or in full, and includes option to buy. In the case of shareholder interest, the shareholder shall be deemed to have interest if he owns or controls 5% or more of the shares.

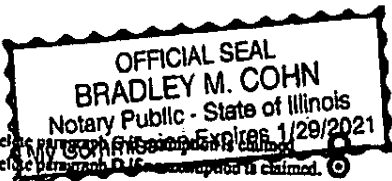
Contiguous: means adjacent to and touching at one point or more; if the lands are separated by an easement or a dedicated right-of-way, it shall be considered contiguous.

F. Affiant understands and agrees that in the event that any of the aforementioned information is incorrect, erroneous, false or misleading, the District may immediately terminate any permit issued based on the above information.

Dated this 26th day of October 2020

Bradley M. Cohn
(Affiant)

SUBSCRIBED and SWORN to before me this 26th day of October 2020



[Signature]
(Notary Public)

6/17

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WMO SCHEDULE K (Continued)

Watershed Management Permit No.

20-197

~~*D. Affiant further states that, because of its size and intended use, the property described in Exhibit "A" is exempt from the requirements of the District with respect to the establishment of site storm water management, which requirements are summarized on the attached table which is attached hereto as Attachment "WMO Schedule K Attachment" and specifically incorporated by reference herein, and further states that:~~

- ~~1. The owner of the property or any beneficiary of a land trust, if any, which is the record title holder of the property has no present interest, nor had any interest at any time during the previous two years, in any lands contiguous to said property, such that the aggregate total area of the property and the contiguous lands equals or exceeds the acreages summarized on the said attachment for site storm water management requirements. (if such interest is held, storm water management requirements must be met for the total.)~~
- ~~2. No owner of any lands contiguous to the property and no beneficiary of a land trust, if any, which is the record title holder of any land contiguous to the property has any interest in the property, such that the aggregate total area of the property and the contiguous lands equals or exceeds the acreages summarized on the said attachment for site storm water management requirements. (if such interest is held, storm water management requirements must be met for the total.)~~
- ~~3. Affiant understands and agrees that any permit issued by District in reliance upon this affidavit shall be deemed to contain a special condition that if, within two years after the issuance of the permit, the owner or any beneficiary of a land trust, if any, which is the record title holder of the property acquires any interest in lands contiguous to the property such that the aggregate area of the property and the contiguous lands equals or exceeds the acreages summarized on the said attachment for site storm water management requirements, the owner shall provide for storm water management facilities for the entire aggregate area to fulfill the said requirements.~~

~~This affidavit is given to induce the District to issue its Watershed Management Permit with respect to the aforescribed property and to exempt said property from any present requirements to provide and maintain storm water management facilities thereon.~~

E. Affiant further states, that for the purpose of this affidavit, the following terms have the meanings indicated:

Owner: means record title holder or a beneficiary of a land trust which is the record title holder, and includes singular and plural; if the owner is other than an individual, the term includes beneficiaries, agents, shareholders, officers and directors.

Ownership: means holding of record title or any beneficial interest.

Interest: means property interest or contractual interest, legal or equitable, directly or indirectly, in part or in full, and includes option to buy. In the case of shareholder interest, the shareholder shall be deemed to have interest if he owns or controls 5% or more of the shares.

Contiguous: means adjacent to and touching at one point or more; if the lands are separated by an easement or a dedicated right-of-way, it shall be considered contiguous.

F. Affiant understands and agrees that in the event that any of the aforementioned information is incorrect, erroneous, false or misleading, the District may immediately terminate any permit issued based on the above information.

Dated this 12 day of NOV. 20 20

Aileen D. [Signature]
(Affiant)

SUBSCRIBED and SWORN to before me this 12 day of November 20 20

Karen M. Agoranos
(Notary Public)



* Delete paragraph C if exemption is claimed.
* Delete paragraph D if no exemption is claimed.

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SCHEDULE P

WMO Permit Number: 20-197

SOIL EROSION AND SEDIMENT CONTROL

NAME OF PROJECT: Chase Bank

1. PROJECT INFORMATION:

A. Project Area (include all disturbed area) 0.61 acres

B. Stormwater discharges directly to:

 Storm Sewer Combined Sewer Overland Flow Route Waters of the State → Name of water body: _____ Other → Explain: _____

C. Indicate if any of the following special circumstances apply (check all that apply):

 Volume Control Facility Wetland / Buffer Outfall to Waterway Floodplain / Floodway Riparian Environment Tributary to Lake Michigan

D. Explain how special circumstances indicated in Item 1.C will be protected from erosion and sedimentation:

Inlet protection will be installed during construction. Catch basins will act as a BMP upstream from the system.Double row silt fence will be installed to protect existing and proposed volume control facilities.

2. **SOIL EROSION AND SEDIMENT CONTROL PRACTICES:** Submit a soil erosion and sediment control plan indicating type, location, and detail for all practices. Include a sequence for all major construction activities. All practices must be constructed in accordance with the Illinois Urban Manual.

A. Indicate all temporary soil erosion and sediment control practices installed as part of the project:

 Entrance / Exit Control Vegetative Control Filtration for Dewatering Concrete Washout Matting / Mulching Conveyance Channel Silt Fence Coir Roll Velocity Dissipation Double-Row Silt Fence Sediment Trap Cofferdam / Silt Curtain Inlet Control Sediment Basin Other: _____ Other: _____

B. Indicate all permanent soil erosion control practices installed as part of the project:

 Vegetative Control Velocity Dissipation Other: _____ Other: _____

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WMO Schedule R (Continued) Watershed Management Permit No.

20-197



This notice is intended to be given to any party or parties hereinafter acquiring any interest in the abovescribed property, or dealing with said property in any manner whatsoever, notifying them of the requirements for obligation of perpetual maintenance and operation for facilities for said property as provided herein. The owner hereby certifies that the property is recorded in the office of the Cook County Recorder of Deeds.

Signed by owner and record title holder dated this 21st day of October 2021

CHOOSE A, B, C, or D

- A (for individual owner) _____ Owner Impress
- B (for Partnership) _____ General Partner Corporate
- C (for Limited Liability Company) _____ Managing Member Seal Here
- D (for Corporation) _____ President
- _____ Corporate Secretary
- (E)** (for property in a land trust) Demetra Zoumbras Individual holding power of direction

NOTARIZATION OF OWNER'S SIGNATURE

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

CHOOSE A, B, C, D, or E from above

State of IL
County of Cook ss.

A. INDIVIDUAL OWNER

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

B. PARTNERSHIP

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

C. Limited Liability Company (LLC)

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

D. CORPORATION

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

Given under my hand and official seal, this 21st day of Oct. 2021

Commission expires _____, 20____

[Signature]
(Notary Public)

E. LAND TRUST

[Signature]
(Trust Officer)

COUNTERSIGNATURE

L006-103
(Trust No.)

held by

ATG Trust Company
(Name of Trustee)

as Trustee.

OFFICIAL SEAL
BRADLEY M. COHN
Notary Public - State of Illinois
My Commission Expires 1/29/2021

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WMO Schedule R (Continued) Watershed Management Permit No.

20-197

This notice is intended to be given to any party or parties hereinafter acquiring any interest in the aforescribed property, or dealing with said property in any manner whatsoever, notifying them of the requirements for obligation of perpetual maintenance and operation for facilities for said property as provided herein. The owner hereby certifies that the property is recorded in the office of the Cook County Recorder of Deeds.

Signed by owner and record title holder dated this _____ day of _____, 20__.

Impress

CHOOSE A, B, C, or D

Corporate Seal Here

- A (for individual owner) _____ Owner
- B (for Partnership) _____ General Partner
- C (for Limited Liability Company) _____ Managing Member
- D (for Corporation) Arlene A. Juracek President
Karen M. Agoranos Corporate Secretary
- E (for property in a land trust) _____ Individual holding power of direction

NOTARIZATION OF OWNER'S SIGNATURE

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

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

State of Illinois

County of Cook } ss.

A INDIVIDUAL OWNER

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

B PARTNERSHIP

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

C Limited Liability Company (LLC)

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

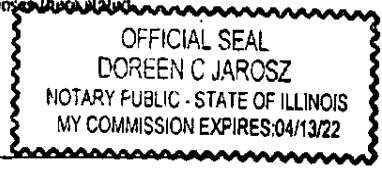
D CORPORATION

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

Arlene A. Juracek, President of Village of Mount Prospect, and Karen Agoranos/Village Clerk

Secretary of the corporation, are personally known to me to be the same persons whose names are subscribed to the preceding instrument as President and Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the instrument as President and Secretary of the corporation, and affixed the corporate seal of the corporation, pursuant to authority given by the Board of Directors of the corporation, as their free and voluntary act, and as the free and voluntary act of the corporation, for the uses and purposes therein set forth, or,

Given under my hand and official seal, this 12 day of Nov., 2020



Commission expires

4-13, 2022

(Notary Public)

Doreen C. Jarosz

E LAND TRUST

COUNTERSIGNATURE

held by _____

as Trustee.

(Trust Officer)

(Trust No.)

(Name of Trustee)

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SPECIAL CONDITIONS FOR PERMIT NO 20-197

1. This permit was issued electronically by the District during the COVID-19 pandemic.
2. All abandoned sewers/forcemains shall be plugged at both ends with at least 2 feet long non-shrink concrete or mortar plugs.
3. This permit is issued in reliance upon the Affidavit of Disclosure of Property Interest (Schedule K) submitted by the owner, and said Affidavit is made a part of this permit.
4. This permit is issued in reliance upon the Notice of Watershed Management Permit Requirements and Obligations of Perpetual Maintenance & Operation (Schedule R) submitted by the owner, and said Notice is made a part of this permit.

The Notice of Watershed Management Permit Requirements and Obligations of Perpetual Maintenance & Operation (Schedule R) submitted in conjunction with this permit shall be recorded at the expense of the Permittee/Co-Permittee. A copy of the recorded document(s) shall be submitted to MWPD prior to the final inspection and approval.

5. Construction must conform to the soil erosion and sediment control requirements of this permit and any other local, state, and/or federal agencies.
6. This permit is issued subject to the runoff requirements of the WMO and in reliance of the drainage certification submitted by the design engineer. Development under this permit shall not increase flood elevations or decrease flood conveyance capacity of the area upstream or downstream of the developed property covered under this permit.
7. This permit is issued subject to the volume control requirements of the WMO. The volume control facility shown on the plans and the associated maintenance plan are made a part of this permit. Volume control is provided beneath the outlet of an underground retention system and void volume.
8. The stormwater detention facility shown on the plans is provided in accordance with local requirements.
9. The stormwater management facility shall be equipped with the backflow prevention device shown on the plans.
10. The issuance of this permit does not grant authority to the Permittee/Co-Permittee to work within the Illinois Department of Transportation (IDOT) right-of-way. The issuance of this permit does not relieve the Permittee/Co-Permittee from making proper notices to or obtaining proper authorization from IDOT, as may be necessary.

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ENGINEERING CERTIFICATIONS

Watershed Management Permit No. 20-197

CERTIFICATE BY DESIGN ENGINEER: I hereby certify that the project described herein has been designed in accordance with the requirements set forth in this application and all applicable ordinances, rules, regulations, local, state and federal laws, and design criteria of the issuing authority; that the storm drainage and sanitary sewer system designed for this project are proper and adequate; that where the design involves one or more connections to an existing local sewer system, the capacity of said system has been examined and the system is found to be adequate to transport the stormwater and/or wastewater that will be added through the proposed sewer without violating any provisions of the Illinois Environmental Protection Act or the rules and regulations thereunder.

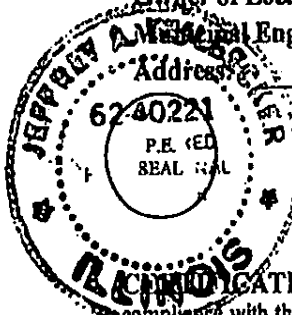
Comments, if any: _____



Engineering Firm: Kimley Horn and Associates Telephone: (331) 481 - 7330
 Address: 4201 Winfield Rd. Suite 600 City: Warrenville Zip: 60556
 Signature: *Thomas J. Szafranski* Date: 8/18/2020
 (Name and Title)
 Email Address: tom.szafranski@kimley-horn.com

CERTIFICATE BY MUNICIPAL OR SYSTEM ENGINEER: The application and the drawings, together with other data being submitted with this application, have been examined by me and are found to be in compliance with all applicable requirements. The manner of drainage is satisfactory and proper in accordance with local requirements. The existing local sewer system to which the project discharges has been examined and the system is found to be adequate to transport the stormwater and/or wastewater that will be added through the proposed sewer without violating any provisions of the Illinois Environmental Protection Act or the rules and regulations thereunder.

I hereby certify that the project area is within the municipal corporate limits. YES NO



Owner of Local Sewer System: Village of Mount Prospect
 Municipal Engineer: Jeffrey Wulbecker Telephone: 847-870-5640
 Address: 1700 W. Central Road City: Mount Prospect Zip: 60056
 Signature: *Jeffrey A. Wulbecker* Date: AUGUST 21, 2020
 (Name and Title)
 Email Address: jwulbecker@mountprospect.org

CERTIFICATE BY INSPECTION ENGINEER: I hereby certify that construction of the project will be in substantial compliance with the data and the plans submitted with this application; that approval will be obtained from the issuing authority prior to making any changes that would affect capacity, maintenance, design requirements, service area or the Permit requirements; that a set of RECORD drawings, signed and sealed by the undersigned Engineer will be furnished to the District or an Authorized Municipality before testing and approval by the District or Authorized Municipality of the completed work.

Engineering Firm: Kimley Horn and Associates Telephone: (331)481-7330
 Address: 4201 Winfield Rd. Suite 600 City: Warrenville Zip: 60556
 Signature: *Thomas J. Szafranski* Date: 8/18/2020
 (Name and Title)
 Email Address: tom.szafranski@kimley-horn.com



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SPECIAL CONDITIONS

Watershed Management Permit No.

20-197

This Permit is issued subject to the General Conditions and the attached Special Conditions.

If Permit is granted:

- Please return two (2) copies of the Permit to the Permittee; or
- Please mail one (1) copy to Permittee and one (1) copy to the person designated below:

Name: Thomas Szafranski (Kimley Horn and Associates)

Address : 4201 Winfield Rd., Suite 600, Warrenville, IL 60555

Email : tom.szafranski@kimley-horn.com

CERTIFICATE BY APPLICANTS: We have read and thoroughly understand the conditions and requirements of this Permit application, and agree to conform to the Permit conditions and other applicable requirements of the District. It is understood that construction hereunder, after the Permit is granted, shall constitute acceptance by the applicants of any Special Conditions that may be placed hereon by the District or an Authorized Municipality. It is further understood that this application shall not constitute a Permit until it is approved, signed and returned by the Director of Engineering of the District or Enforcement Officer of an Authorized Municipality.

PERMITTEE	CO-PERMITTEE
The project area is within municipal corporate limits. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable	(Co-Permittee is Property Owner) Title to property is held in a land trust: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, Co-Permittee shall be beneficiary with Power of Direction
Municipality <u>Village of Mount Prospect</u>	Owner <u>ATG Trust Company, as t/UA #L006-103</u>
Address <u>1700 W. Central Road</u>	Address <u>c/o Thru., Tallman & Cohn, 401 E. Prospect Ave. Suite</u>
City <u>Mount Prospect</u> Zip <u>60056</u>	City <u>Mount Prospect</u> Zip <u>60056</u>
Signature _____	Signature <u>Thomas Zoumaras</u>
Name <u>Jeffrey Wulbecker</u> (Print)	Name <u>Thomas Zoumaras</u> (Print)
Title <u>Village Engineer</u>	Title <u>Beneficiary with power of direction</u>
Date _____ Phone <u>(847) 870 5840</u>	Date <u>January 28, 2021</u> Phone _____
Email <u>jwulbecker@mountprospect.org</u>	Email <u>roastbeef1.tz@gmail.com</u>

REVIEW AND APPROVAL BY THE DISTRICT OR AUTHORIZED MUNICIPALITY

Reviewed by: _____ Date _____
(Local Sewer Systems) or (Professional Engineer)

Approved for Issue
 Approved by: _____ Date _____
(For the Director of Engineering) or (Enforcement Officer)

UNOFFICIAL COPY

SPECIAL CONDITIONS

Watershed Management Permit No.

20-197

This Permit is issued subject to the General Conditions and the attached Special Conditions.

If Permit is granted:

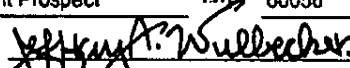
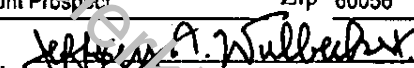
- Please return two (2) copies of the Permit to the Permittee; or
- Please mail one (1) copy to Permittee and one (1) copy to the person designated below:

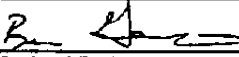

Name: Thomas Szafranski (Kimley Horn and Associates)

Address: 4201 Winfield Rd., Suite 600, Warrenville, IL 60555

Email: tom.szafranski@kimley-horn.com

CERTIFICATE BY APPLICANTS: We have read and thoroughly understand the conditions and requirements of this Permit application, and agree to conform to the Permit conditions and other applicable requirements of the District. It is understood that construction hereunder, after the Permit is granted, shall constitute acceptance by the applicants of any Special Conditions that may be placed hereon by the District or an Authorized Municipality. It is further understood that this application shall not constitute a Permit until it is approved, signed and returned by the Director of Engineering of the District or Enforcement Officer of an Authorized Municipality.

PERMITTEE	CO-PERMITTEE
The project area is within municipal corporate limits. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable	(Co-Permittee is Property Owner) Title to property is held in a land trust: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, Co-Permittee shall be beneficiary with Power of Direction
Municipality <u>Village of Mount Prospect</u>	Owner <u>Village of Mount Prospect</u>
Address <u>1700 W. Central Road</u>	Address <u>1700 W. Central Road</u>
City <u>Mount Prospect</u> Zip <u>60056</u>	City <u>Mount Prospect</u> Zip <u>60056</u>
Signature 	Signature 
Name <u>Jeffrey Wulbecker</u> <small>(Print)</small>	Name <u>JEFFREY WULBECKER</u> <small>(Print)</small>
Title <u>Village Engineer</u>	Title <u>VILLAGE ENGINEER</u>
Date <u>Nov. 5, 2020</u> Phone <u>(847) 870 5640</u>	Date <u>Nov. 5, 2020</u> Phone <u>(847) 870-5640</u>
Email <u>jwulbecker@mountprospect.org</u>	Email <u>WULBECKER@MOUNTPROSPECT.ORG</u>

REVIEW AND APPROVAL BY THE DISTRICT OR AUTHORIZED MUNICIPALITY	
Reviewed by: 	Digitally signed by Ben Gasik Date: 2021.02.02 11:18:06 -06'00'
<small>(Local Sewer Systems) or (Professional Engineer)</small>	
Approved for Issue Approved by: 	Digitally signed by Daniel M. Feltes Date: 2021.02.02 16:28:42 -06'00'
<small>(For the Director of Engineering) or (Enforcement Officer)</small>	