



Doc# 2207429070 Fee \$88.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 03/15/2022 03:50 PM PG: 1 OF 8

RECORDING COVER SHEET

MAIL TO:

Jeffery A. Waldhoff
Metropolitan Water Reclamation District
of Greater Chicago
100 E Erie Street, 3rd Floor
Chicago, Illinois 60611

PREPARER: JEFFERY A. WALDHOFF
Metropolitan Water Reclamation District
of Greater Chicago
100 E Erie Street, 3rd Floor
Chicago, Illinois 60611

FOR RECORDER'S OFFICE USE ONLY

DESCRIPTION OF ATTACHED INSTRUMENT:

MEMORANDUM BETWEEN THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO AND NORTHPOINT DEVELOPMENT ON BEHALF OF NP AVENUE O LLC REGARDING AMENDMENT TO EASEMENT RECORDED AS DOCUMENT 1915713111

PARTS OF PINs: 26-30-201-002,
26-19-400-012, and
26-30-201-011

ADDRESS: 12004 S. CARONDOLET AVE, CHICAGO, IL, 60617,
11801 S BURLEY AVE, CHICAGO, IL 60633, and
12144 S AVENUE O, CHICAGO, IL 60633

EXEMPT FROM ILLINOIS TRANSFER TAX PURSUANT TO 35 ILCS 200/31-45(b)

S Y
P O
S L
M Y
SC Y
E Y
H. [Signature]

UNOFFICIAL COPY*Protecting Our Water Environment***BOARD OF COMMISSIONERS**

Karl K. Steele

President

Barbara J. McGowan

Vice President

Frank Avila

Chairman of Finance

Cameron Davis

Kimberly Du Buclat

Marcellino Garcia

Josina Morita

Debra Shore

Mariyana T. Spyropoulos

Metropolitan Water Reclamation District of Greater Chicago

100 EAST ERIE STREET

CHICAGO, ILLINOIS 60611-3154

312.751.5600

September 12, 2019

Via email to bshsheehan@northpointkc.com

Brian Sheehan

Vice President of Development

NorthPoint Development (on behalf of NP Avenue O LLC)

3010 Highland Parkway, Suite 440

Downers Grove, IL 60515

Re: Letter of Agreement clarifying rights of NP Avenue O LLC and the Metropolitan Water Reclamation District of Greater Chicago embodied in August 26, 1996 TARP Easement, as amended April 18, 2019, regarding the District's access to the 122nd Street Pumping Station near East 122nd Street between South Burley Avenue and South Avenue O in Chicago, Illinois; File No. 18-JW-009

Mr. Sheehan:

This letter clarifies and memorializes an understanding of already-existing rights as between the Metropolitan Water Reclamation District of Greater Chicago ("District") and NP Avenue O LLC ("NP"), as previously discussed by the parties. Nothing herein either creates any additional rights or diminishes any existing rights of either the District or NP.

1. The District owns in fee simple a parcel of land ("Site") containing the 122nd Street Pumping Station ("Pumping Station") near East 122nd Street between South Burley Avenue and South Avenue O in Chicago, Illinois.
2. NP Avenue O, LLC ("NP") owns much of the land surrounding the Site, which NP is presently developing for industrial and commercial use ("Avenue O Development").
3. The District and NP are parties to the August 26, 1996 TARP Easement, as amended April 18, 2019 ("1996 Easement"). Paragraph 3(b) of the amendment provides that "[t]wenty-four (24)-hour access by the District to its facilities shall be maintained all times, including during and after any construction activities related to the Avenue O Development undertaken by NP and its agents, contractors and subcontractors."

UNOFFICIAL COPY

MWRDGC AND NP AVENUE O LLC

September 9, 2019 LETTER CLARIFYING RIGHTS UNDER EASEMENT AGREEMENT

Page 2 of 4

4. The District and NP agree that the easement amendment's guarantee of access includes guaranteeing the ongoing access by the District to the oversized loading doors and overhead hoist on the east side of the Pumping Station, and includes the space needed for a large vehicle or crane access to those doors.
5. The District and NP agree that the Site fence on the east side of the Site ("Fence") has stood in its current location uninterrupted for over 30 years, and that the District continuously used the land inside the fence for access to the Pumping Station.
6. The District and NP agree that the Fence along the east side of the Site should be relocated approximately 16 feet further west.
7. NP agrees that it will bear the costs to relocate the Fence and that it will complete that relocation work, subject to inspection by the District.
8. Until the Fence relocation is complete, NP will maintain a temporary barrier along the current Fence area to maintain the security of the Site.
9. The relocated Fence shall be substantially the same as the existing fence, that is, a chain-link fence with concrete-footed fence posts, standing at least 6 feet tall, with an additional layer of barbed wire above the chain-link portion.
10. The relocated Fence shall also include a gate capable of opening to a width of at least 16 feet, centered on the loading doors on the east side of the Pumping Station Building.
11. The Fence relocation work will be monitored and inspected by Richard ("Rick") Belair, Engineering Technician V, Maintenance and Operations, or another District representative designated by him. The relocated Fence shall be constructed in a manner satisfactory to Mr. Belair. The attached aerial and drawing shows an approximation of the gate location, but the precise location of the gate will be directed by Belair.
12. The District and NP agree that the ongoing access rights guaranteed under the 1996 Easement mean that the District may, at its own volition and without prior approval from an outside party, open the Fence gate and allow vehicles driven by District officers, agents, employees, or contractors to emerge from the Site, briefly enter on to an approximate 16' x 16' area of private property east of the relocated Fence gate (including on to any green space) to allow such vehicles to access the Pumping Station. The vehicles that may do may include, but are not limited to, trucks and mobile cranes.

UNOFFICIAL COPY

MWRDGC AND NP AVENUE O LLC

September 9, 2019 LETTER CLARIFYING RIGHTS UNDER EASEMENT AGREEMENT

Page 3 of 4

13. The entry described above will be limited to the approximately 16 feet east of the relocated Fence gate, just as the District has continuously done for over 30 years.
14. If deemed necessary by the District or its officers, agents, employees, or contractors, mats may be temporarily placed on 16' x 16' area of private property east of the relocated Fence gate to accommodate vehicles. Any such matting would be removed immediately after the vehicle departs the Site.
15. If, while accessing the subject 16' x 16' area, the District, its employees, officers, agents or contractors, disturbs the subject area, said area shall be restored to its prior condition at the conclusion of the access. Further, if such access causes damage to NP's property, including but not limited to green space, curb, and pavement, repairs will be the sole responsibility of the District.
16. Ongoing communication and coordination about work in the vicinity of the Site is necessary. As such, NP and the District will have regular meetings to discuss the progress of work in the area and will make themselves reasonably available in a timely manner to coordinate construction and access issues that may otherwise come up.
17. The District identifies the following coordinating contact:

Richard ("Rick") Belair, Engineering Technician V, Maintenance and Operations
BelairR2@mwrdd.org; (708) 588-3519
18. NP identifies the following coordinating contact:

Name:
Email:
Phone:
19. The rights discussed herein are already provided by the existing 1996 Easement, as amended. They are not new, and they run with the land, even if NP conveys the property east of the Site's relocated Fence.
20. NP may begin Fence relocation work as of the date of NP's signature below.

UNOFFICIAL COPY

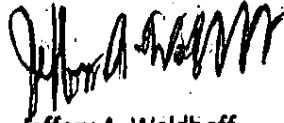
MWRDGC AND NP AVENUE O LLC

September 9, 2019 LETTER CLARIFYING RIGHTS UNDER EASEMENT AGREEMENT

Page 4 of 4

Thank you very much for your time. Please sign below to indicate notice, understanding, and agreement of the rights clarified in this letter.

Very Truly Yours,



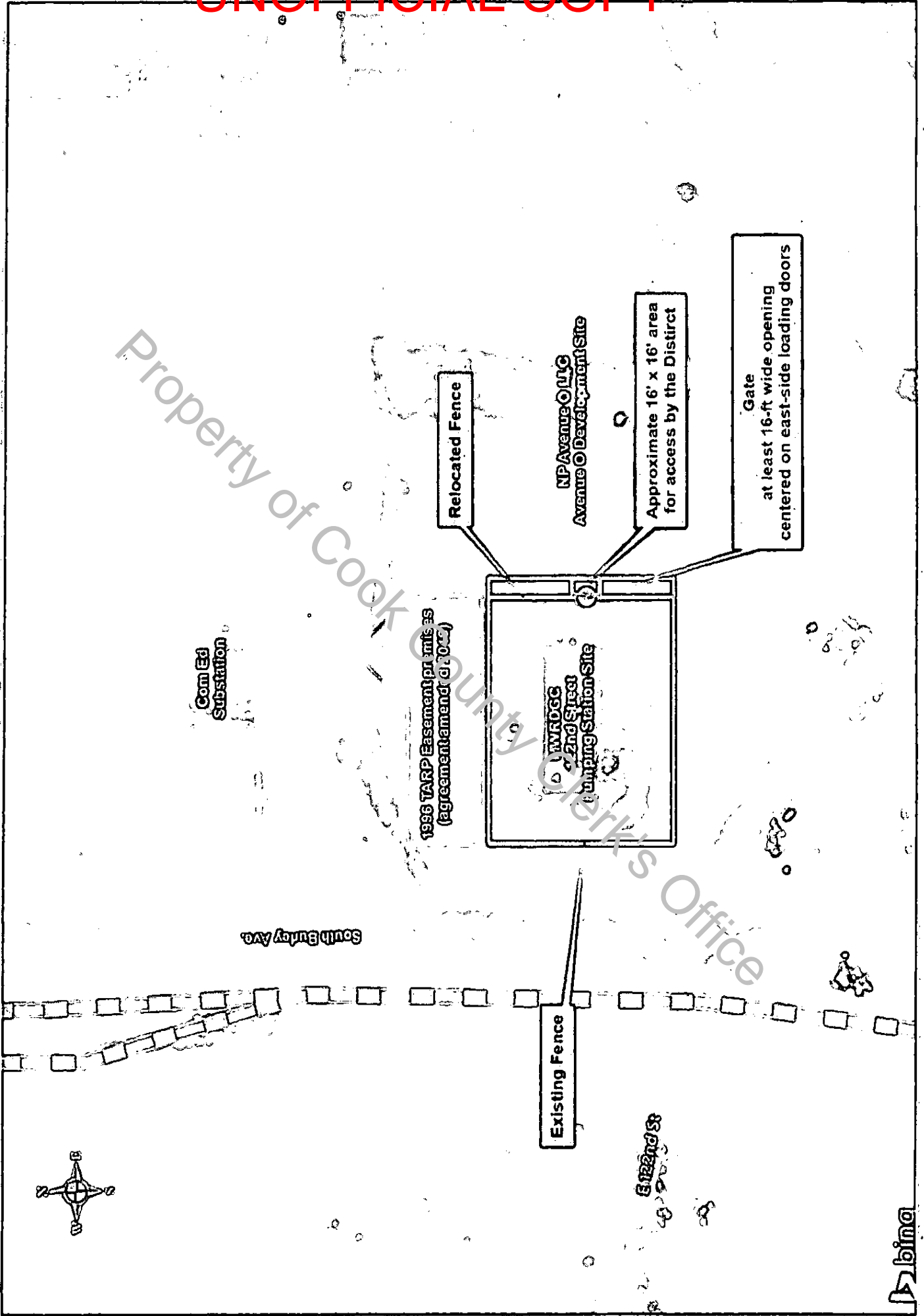
Jeffery A. Waldhoff
Senior Attorney

For NP Avenue O LLC: _____
By: Nathaniel Hagedorn, Manager of NPD Management, LLC, its Manager
Date: 9/2/19

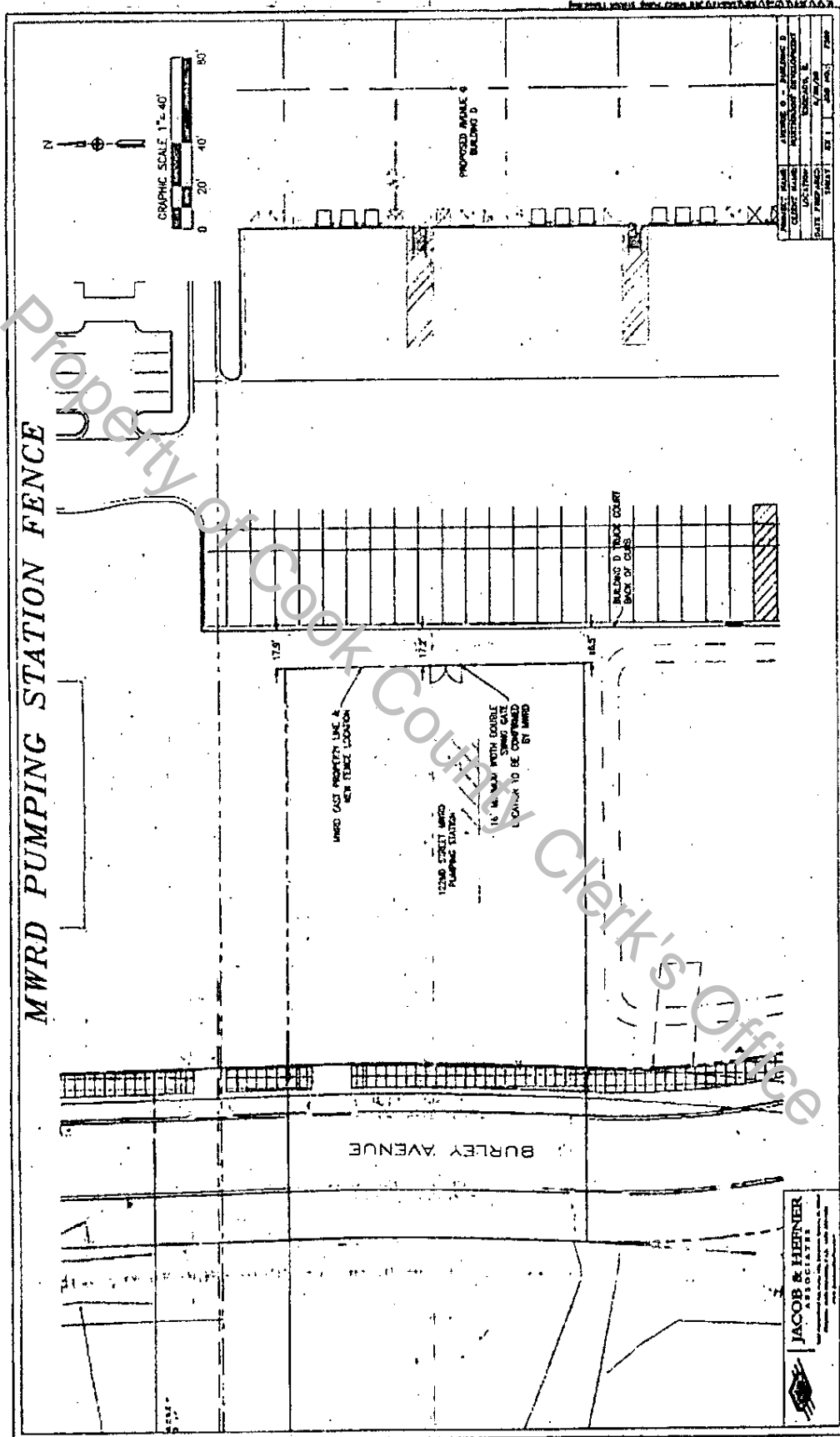
Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office



UNOFFICIAL COPY



UNOFFICIAL COPY

ACCESS EASEMENT ADJOINING 122ND STREET PUMP STATION

A 16 X 16 FOOT ACCESS EASEMENT LYING IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, DESCRBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 247.00 FEET OF THE EAST HALF OF SAID NORTHEAST QUARTER OF SECTION 30 AND A LINE 33.00 FEET SOUTHERLY OF (MEASURED PERPENDICULAR TO) THE NORTH LINE OF THE SAID NORTHEAST QUARTER OF SECTION 30; THENCE SOUTH 0 DEGREES 31 MINUTES 41 SECONDS EAST (BASIS OF BEARINGS – ILLINOIS ST. PLANE COORD. EAST ZONE (NAD 83)) ALONG THE EAST LINE OF THE WEST 247.00 FEET OF THE EAST HALF OF SAID NORTHEAST QUARTER A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 28 MINUTES 19 SECONDS EAST A DISTANCE OF 16.00 FEET; THENCE SOUTH 0 DEGREES 31 MINUTES 41 SECONDS EAST A DISTANCE OF 16.00 FEET; THENCE SOUTH 89 DEGREES 28 MINUTES 19 SECONDS WEST A DISTANCE OF 16.00 FEET TO THE SAID EAST LINE OF THE WEST 247.00 FEET; THENCE NORTH 0 DEGREES 31 MINUTES 41 SECONDS WEST ALONG SAID EAST LINE OF THE WEST 247.00 FEET A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING.

Proprietary
Cook County Clerk's Office