



\*2303322033\*

Doc# 2303322033 Fee \$125.00

PREPARED BY AND AFTER RECORDING RETURN TO:

Arthur S. Dolinsky
Senior Counsel
City of Chicago
Department of Law
Real Estate and Land Use Division
121 North LaSalle Street, Room 600
Chicago, Illinois 60602

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 02/02/2023 02:36 PM PG: 1 OF 38

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

(Lincoln Yards South)

This Agreement (the "Agreement") is made and entered into as of the 10th day of January, 2023 by and between the CITY OF CHICAGO, an Illinois municipal corporation ("City"), by and through its Department of Water Management ("DWM"), and 1685 N. THROOP, LLC, a Delaware limited liability company ("1685 Throop"), and FLEET PORTFOLIO, LLC, a Delaware limited liability company (collectively, "Developer").

Witnesseth:

WHEREAS, Developer is the owner of certain land generally located north of West Concord Place and east of North Throop Street in Chicago, Illinois (the "Developer Property"); and

WHEREAS, Developer intends to develop the Developer Property with a mixed-use project to be constructed in multiple phases (the "Developer Project"); and

WHEREAS, in connection with the Developer Project, by ordinance adopted by the City Council of the City of Chicago (the "City Council") on July 21, 2021 and published in the Journal of Proceedings of the City Council for such date at pages 33360 through 33415 (the "Resubdivision Ordinance"), the City Council approved Developer's Plat of Resubdivision, as set forth in Exhibit A of said ordinance ("Plat of Resubdivision"), Lincoln Yards South Resubdivision ("Resubdivision"), a copy of which is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the Resubdivision Ordinance and the Resubdivision relate to an approximately 6.83 acre portion of the Developer Property ("Project Property"), which is included in the Resubdivision as legally described on Exhibit B, attached hereto and made a part hereof; and

DWM Revised LYS Stormwater Agreement 121622

EAST1187537837.6

RECORDING FEE \$125
DATE 2/2/23 COPIES 6x
OK BY RV1870

# UNOFFICIAL COPY

**WHEREAS**, as part of the Developer Project (the "Package A.2 Project"), the Developer shall dedicate and construct, to the Chicago Department of Transportation ("CDOT") standards, a new segment of North Throop Street ("New Throop"), and a new segment of West Concord Place ("New Concord", and together with New Throop, such dedicated public right of way is referred to herein as the "New Dedicated Roadways") which dedicated areas are depicted on the Plat of Resubdivision attached hereto and made a part hereof as **Exhibit A**; and

**WHEREAS**, the recordation of the Resubdivision Ordinance and the City's stamped and approved Plat of Resubdivision with the Office of the Cook County Recorder of Deeds constituted the City's acceptance of the New Dedicated Roadways and the land underlying the New Dedicated Roadways; and

**WHEREAS**, Developer will continue to own all areas of the Developer Property other than dedicated areas, as also shown on the Plat of Resubdivision and legally described on **Exhibit B**; and

**WHEREAS**, as a result of the Package A.2 Project, the Project Property will require facilities to control, treat, and dispose of surface water, including the New Dedicated Roadways Stormwater (defined herein); and

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

**WHEREAS**, the elements of the Developer Drainage System in the Package A.2 Project will be located within the Project Property, the Developer Property or both, and shall include certain no build area restrictions ("No Build Area"), as depicted and legally described on the Plat of City Infrastructure and Access Easement and No Build Area attached hereto as **Exhibit C** and made a part hereof, which restrictions are further provided for herein; and

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

**WHEREAS**, the Developer Drainage System will be comprised of: (a) one sedimentation basin with under drains and drainage structures; (b) a 24" RCP pipe from Structure ST 1 to FES 1 located in the No Build Area; and (c) a 12" clay private outfall to the North Branch of the Chicago River (collectively, the "Private Outfall System", as depicted and described on **Exhibit D** attached hereto); and

**WHEREAS**, the New Dedicated Roadways Stormwater will be accepted into the Developer Drainage System by way of certain storm sewers and related facilities that the Developer shall construct and install (the "City Storm Sewers"), at the Developer's sole cost and expense, pursuant to the terms and conditions of this Agreement; and

DWM Revised LYS Stormwater Agreement 121622

# UNOFFICIAL COPY

**WHEREAS**, pursuant to that certain Agreement Regarding Temporary Easement for DWM Facilities between 1685 Throop and the City dated August 6, 2021 and recorded with the Cook County Recorder of Deeds on August 26, 2021 as Document No. 2123815145, 1685 Throop has agreed to construct and install, at the Developer's sole cost and expense, the City Storm Sewers, to be located in the New Dedicated Roadways and owned or controlled by the City. The Developer's construction shall be completed in a manner that is acceptable to DWM's Commissioner and meets all Federal, State and local requirements and regulations ("Laws") required for this Developer Project as provided in this Agreement (the "Developer DWM Facility Work"); and

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

**WHEREAS**, the Developer Drainage System will result in an outfall, namely the Private Outfall System, attached hereto as Exhibit D, to the North Branch of the Chicago River from the Developer Drainage System on the Project Property and shall include the New Dedicated Roadways Stormwater; and

**WHEREAS**, as a condition of the development of the Package A.2 Project and Resubdivision, Developer shall, at its sole cost and expense, own, operate, and maintain the Developer Drainage System in perpetuity in a manner that accomplishes the stormwater control and treatment intended, as required by the terms of this Agreement; and

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

**WHEREAS**, Developer acknowledges and agrees that the Package A.2 Project shall provide for the conveyance of a 10 year restricted flow from the New Dedicated Roadways Stormwater to the North Branch of the Chicago River by way of the Private Outfall System, at no cost, expense, or liability to the City and shall include any overflow beyond 10 year storms and must stay within the City Infrastructure and Access Easement, as defined herein, ("Conveyance"); and

**WHEREAS**, should the Package A.2. Project become part of a shared stormwater system, the contributing area from the New Dedicated Roadways must be included in the private stormwater management calculations for the contributing area; and

**WHEREAS**, Developer, as the owner of the Project Property and the Private Outfall System located or to be located therein and thereon, has agreed to grant to the City a perpetual and non-exclusive easement (the "City Infrastructure and Access Easement") in, on, over, and under a portion of the No Build Area, as depicted and legally described on the Plat of City Infrastructure and Access Easement and No Build Area as depicted and described on Exhibit C, which restrictions are further provided for herein; and which is needed for the (1) City's 24"

DWM Revised LYS Stormwater Agreement 121622

# UNOFFICIAL COPY

RCP pipe from Structure ST 2, located in a portion of the New Dedicated Roadways, to Structure ST 1 located in the No Build Area, and access to said RCP pipe in a portion of the No Build Area; and for (2) City's access to, use, inspection, maintenance, repair and replacement of the City Storm Sewers that fall within the New Dedicated Roadways and in a portion of the No Build Area, all as depicted on Exhibit D, and for such other uses and purposes and upon the terms and conditions herein contained; and

**WHEREAS**, the Developer shall install, maintain, operate, repair, renew, and replace the Developer Drainage System with all necessary attachments and appurtenances, at Developer's sole cost and expense; and

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

**WHEREAS**, the Commissioner of the Department of Water Management is authorized to execute this Agreement pursuant to Section 2-106-040(n) of the Municipal Code of Chicago.

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

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

2. **City Infrastructure and Access Easement Grant**. Subject to the terms and conditions stated in this Agreement, Developer hereby grants and conveys to City a perpetual, non-exclusive City Infrastructure and Access Easement in, on, over, and under the a portion of the No Build Area, as depicted and legally described on the Plat of City Infrastructure and Access Easement and No Build Area attached hereto as **Exhibit C** and made a part hereof, which restrictions are further provided for herein, for purposes of: (1) the conveyance of water from the New Dedicated Roadways and other public rights of way to the North Branch of the Chicago River over and through the Developer Drainage System; and (2) which are needed for access for the City's use, inspection, maintenance, repair and replacement maintenance, inspection, and repair of the City Storm Sewers that fall within the New Dedicated Roadways and in a portion of the No Build Area, and for such other uses and purposes and upon the terms and conditions herein contained. City hereby accepts such grant of the City Infrastructure and

DWM Revised LYS Stormwater Agreement 121622

# UNOFFICIAL COPY

Access Easement from Developer subject to the terms herein.

**3. No Build Area.** No buildings shall be constructed upon the No Build Area, provided, however that Developer may install landscaping, walkways and construct driveways, or other installations as necessary to the Developer Property. Any of such installations and any change to the Developer Drainage System located in the No Build Area will require submittal of revised plans and written approval of such plans by DWM, which approval shall not be unreasonably withheld or denied.

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

**5. City Right of Access.** In furtherance of this Agreement, Developer grants to City, its agents, officers, officials, employees, contractors, subcontractors, licensees and invitees (collectively the "City Parties") the right, permission and authority to enter upon the No Build Area in accordance with the terms of this Agreement and in compliance with all applicable Laws (including but not limited to, Section 11-15-260 of the Municipal Code of Chicago), to inspect, access, sample or observe the Developer Drainage System in order to ensure that the Developer Drainage System is being properly maintained and is continuing to perform in an adequate manner to protect water quality and the public health and safety and to determine compliance with provisions of this Agreement, and all Laws. The permission includes the right to enter upon the No Build Area when the City has a reasonable basis to believe that a violation of this Agreement, the Developer Operation and Maintenance Plan (as defined below), any Laws, guidelines, criteria, or other written direction is occurring, has occurred or threatens to occur.

**6. Developer DWM Facility Work.**

a. Upon execution of this Agreement, Developer will be responsible, at its sole cost and expense, for performing and completing the Developer DWM Facility Work in accordance with this Agreement.

b. Prior to commencement of the construction of the Developer DWM Facility Work, Developer shall prepare and deliver to the Commissioner of the Department of Water Management for their review and reasonable approval proposed plans and specifications of the Developer DWM Facility Work which shall be in compliance with this Agreement.

DWM Revised LYS Stormwater Agreement 121622

# UNOFFICIAL COPY

c. Prior to commencement of construction of the Developer DWM Facility Work, Developer shall obtain City written approval of the plans and specifications for the Developer DWM Facility Work, including any update of the completion dates set forth in **Exhibit E** ("Developer DWM Facility Work Schedule"). City agrees that its approval of the submitted plans and specifications will not be unreasonably withheld or delayed. Upon approval by City, such plans and specifications shall be known as the "Approved Plans".

d. Developer expressly agrees and warrants that the Developer DWM Facility Work shall be designed, constructed, and performed, at all times in a good and workmanlike manner and in compliance with all Laws, the Approved Plans, and this Agreement. To that end, Developer shall apply for, and receive all necessary building, public way and other permits required by Law, including the Municipal Code of Chicago ("Permits").

e. Upon issuance of the Permits for the Developer DWM Facility Work, Developer shall diligently pursue completion of such Developer DWM Facility Work and shall complete such Developer DWM Facility Work in accordance with the Permits, the Approved Plans, and the Developer DWM Facility Work Schedule.

f. Developer shall be responsible for obtaining approvals of or making suitable arrangements with (including payment to, if any) the persons or entities owning or controlling any currently existing utility or public service facility (or replacements or upgrades thereof in currently existing locations) that is duly authorized to occupy the public way and is required to be removed, relocated, altered, additionally maintained or restored because of the Developer DWM Facility Work.

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

## 7. Developer Drainage System Construction Obligations.

a. Developer, at its own cost and expense, shall design, construct, and install all the Developer Drainage System in accordance with plans ("Drainage Plans") approved by the City and in accordance with this Agreement. Developer expressly represents and warrants that the Developer Drainage System shall be designed and constructed in compliance with all Laws. Construction of the Developer Drainage System shall be subject to inspection by the City, which may require repair or modification to the construction of the Developer Drainage System, if necessary to ensure that the Developer Drainage System is built according to the Drainage Plans. Any deviations (before or during construction) from the approved Drainage Plans shall be subject to prior review and written approval by the City. Approved changes shall be

# UNOFFICIAL COPY

incorporated into revised Drainage Plans which the Developer shall submit to the City prior to City's issuance of any action related to completion of the Project.

b. The Developer shall be responsible, at its sole cost and expense, for obtaining permits and other governmental approvals and paying for any and all removals, relocations, alterations, maintenance and restorations of or to any New Dedicated Roadways or any other public right of way, utility, or municipal service structures located in or adjacent to pavements, bridges, poles and utilities, which are or may be necessary or appropriate to facilitate construction of or work related to the Developer Drainage System. The Developer shall be responsible, at its sole cost and expense, for obtaining all permits and governmental approvals for the consent of, entering into all necessary agreements with, and making suitable arrangements with all entities owning and having an interest in such structures, including any City department.

c. Developer shall, at its sole cost and expense, obtain all required building and other permits, and enter into all required agreements, for: (1) the construction of the Developer Drainage System and for the outfalls associated with the Developer Drainage System; and (2) the construction of the New Dedicated Roadways subject to CDOT standards. The City shall NOT be named as a co-applicant or permittee on any such permits, or as a party to any such agreements. Developer must specifically notify the IEPA, MWRD, and the U.S. Army Corps of Engineers ("USACE"), that Developer is solely responsible for all outfalls from the Private Outfall System, including the Developer Drainage System.

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

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

## 8. Developer Maintenance and Operation Obligations.

a. Developer, and the Developer Parties' successors in interest, affiliates, transferees or assignees, including, without limitation, associations formed for the purpose of managing and operating the Project Property and the Package A.2 Project (each, a "Developer Party" together, the "Developer Parties") shall operate, maintain, repair, if necessary, reconstruct the Developer Drainage System, and the Private Outfall System at its sole cost and expense.

b. Developer or Developer Parties shall maintain the Developer Drainage System including correcting any unforeseen issues, to industry standards, as designed for optimal functioning. For the Package A.2 Project named herein, the specific minimal maintenance requirements are described in the operation and maintenance plan ("Developer Operation and

DWM Revised LYS Stormwater Agreement 121622

# UNOFFICIAL COPY

Maintenance Plan") attached hereto as **Exhibit F** and made a part hereof.

c. Developer or Developer Parties shall conduct inspections and prepare reports ("Inspection Reports") in accordance with the Developer Operation and Maintenance Plan contained in **Exhibit F** (or shall cause such inspections to be conducted and Inspection Reports to be prepared by an appropriately licensed contractor or other professional). The results of all inspections described in the Developer Operation and Maintenance Plan contained in **Exhibit F** shall be recorded on Inspection Reports and attached to the Developer Operation and Maintenance Plan, as required herein. Inspection Reports shall include a record of the volume of all accumulated sediment removed from the Developer Drainage System.

d. Developer or Developer Parties shall retain Inspection Reports at a location on the Project Property for a period of at least five (5) years. The City may request Developer to provide copies of any or all Inspection Reports prepared during the prior five years in order to verify that inspection and maintenance of the Developer Drainage System has been conducted pursuant to this Agreement. Developer shall comply with any such request within five (5) working days.

e. The Developer Operation and Maintenance Plan shall be submitted annually by the Developer to the DWM Commissioner no later than December 31 of each year. The requirements of the Developer Operation and Maintenance Plan are set forth in **Exhibit F**. The Developer Operation and Maintenance Plan is subject to approval by the City, such approval not to be unreasonably withheld, conditioned, or delayed.

f. Landscaping of the area around the Developer Drainage System shall not reduce the capacity or hinder operation and maintenance of the Developer Drainage System. Landscaping shall be maintained to ensure that landscape materials live and prosper. Re-vegetation and stabilization of areas may be required by the City at the Developer's sole cost and expense.

g. The Developer Drainage System shall be maintained in a manner so as to control insects, odors and algae as determined necessary by the City.

h. Any fencing or other security measures shall be maintained in good condition. If no fencing or security measures are included with the original construction, they shall be added at the Developer's sole cost and expense at such time as the City determines that unauthorized persons are disturbing the Developer Drainage System and that security measures will help prevent such unauthorized activity.

i. Developer shall, or shall cause Developer Parties to, perform necessary non-routine maintenance actions in a timely manner so as to ensure continuous performance of the Developer Drainage System. All non-routine maintenance activities shall be noted in the next Developer Operation and Maintenance Plan.

j. The Developer shall or shall cause Developer Parties to maintain the Developer Drainage System so that the Developer Drainage System does not unduly interfere with any use of the public way by the City, the public, or any person or entity authorized to use or occupy the public way.

DWM Revised LYS Stormwater Agreement 121622



# UNOFFICIAL COPY

k. The Developer or Developer Parties shall pay for all utility expenses incurred with respect to the operation of the Developer Drainage System.

l. The Developer acknowledges and agrees that City is not responsible for the operation, maintenance, repair, reconstruction of or security of the Developer Drainage System, and City has no obligations with respect thereto.

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

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

10. **Developer's Failure to Maintain the Developer Drainage System.**

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

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

DWM Revised LYS Stormwater Agreement 121622

EAST\187537837.6

# UNOFFICIAL COPY

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

12. **Indemnity.** Developer shall, and shall cause the Developer Parties to, indemnify and hold harmless and defend City and the City Parties from and against any and all claims, demands, damages, lawsuits, legal proceedings, administrative proceedings, enforcement actions, losses, liens, liabilities, judgments, orders or decrees, casualties, occurrences and payments, and all costs and expenses, including, without limitation, attorneys' fees and court costs, and costs and expenses related to litigation (collectively, the "Claims"), claimed or which might arise or be asserted against the City and the City Parties, for death or injury of any person, or property damage whatsoever arising or resulting from the Developer's performance or non-performance of the Developer DWM Facility Work or the Developer's construction, presence, operation, or maintenance of the Developer Drainage System, including the City's and/or combined outfall and the stormwater runoff from the public way, by Developer and/or any Developer Parties, or from the performance by the City of maintenance or repair activities at the Property as described above. In the event any legal action is taken against the City or any or all of the City Parties, the City may elect to tender said defense to Developer which shall and must defend such action or claim at Developer's own cost and expense, and City shall cooperate with Developer in the defense thereof and may reasonably participate in the defense of the Claim; provided however that Developer shall not enter into any settlement of any such Claim without the consent of the City, which consent shall not be unreasonably withheld or denied. And, if any judgment or claims against any or City Parties shall be allowed, the Developer shall pay for all costs and expenses in connection herewith. City shall have the right to join Developer as a party defendant in any such legal action. This indemnity shall not be the exclusive remedy of the City, and City shall maintain whatever other right of indemnity it may have under common law, by statute, or by ordinance. The indemnification provided herein will be effective to the maximum extent permitted by Law and is not limited by any amount of insurance required under this Agreement. The provisions of this Section 12 shall survive any termination of this Agreement.

13. **Insurance Required.**

A. Developer shall procure and maintain, and shall cause the Developer Parties and the Contractors, as defined herein, at Developer's sole expense (or the expense of Developer

DWM Revised LYS Stormwater Agreement 121622

# UNOFFICIAL COPY

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

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

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

ii. Commercial General Liability Insurance (Primary and Umbrella). Developer shall procure and maintain Commercial General Liability Insurance, or equivalent, with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage shall include, at a minimum, all premises and operations, products/completed operations, independent contractors, explosion, collapse, underground, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

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

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

iii. Automobile Liability Insurance (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with Developer's use of the Project Property and the Package A.2 Project, Developer shall procure and maintain Automobile

DWM Revised LYS Stormwater Agreement 121622

# UNOFFICIAL COPY

Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The City of Chicago shall be named as an additional insured with respect to such coverage on a primary, non-contributory basis.

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

iv. Professional Liability Insurance. When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, such parties shall procure and maintain Professional Liability Insurance covering acts, errors, or omissions with limits of not less than \$1,000,000. When a policy is renewed or replaced, the policy retroactive date must coincide with, or precede, the start of work under this Agreement. A claims-made policy that is not renewed or replaced must have an extended reporting period of two (2) years.

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

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

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

vii. Railroad Protective Liability (if applicable). When any work or services is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor perform, Railroad Protective Liability Insurance in the name of

DWM Revised LYS Stormwater Agreement 121622

# UNOFFICIAL COPY

railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

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

ix. All Risk Property. Following substantial completion of the Package A.2 Project, All Risk Property Insurance must be maintained by the Developer to insure against all loss or damage to the Developer DWM Facility Work and the Developer Drainage System that is part of this Agreement. Coverage shall include but not be limited to earth movement, flood, water including overflow, leakage, sewer backup or seepage, debris removal and collapse.

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

## B) Additional Insurance Requirements

i. Evidence of Insurance. Developer and/or Contractor must furnish the Department of Water Management, 1000 E. Ohio Street, Chicago, Illinois, 60611 Attn: Commissioner, and to the City, Department of Finance, Risk Management Office, 333 S. State Street, 4<sup>th</sup> Floor, Chicago, IL 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Developer and Contractor must submit evidence of insurance prior to execution of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Contract. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Developer and Contractor, its insurance broker(s) and/or insurer(s) will

DWM Revised LYS Stormwater Agreement 121622

# UNOFFICIAL COPY

not be construed as a waiver by the City of any of the required insurance provisions. Developer and Contractor must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Developer and Contractor for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

ii. Failure to Maintain Insurance. Failure of the Developer and/or Contractor to comply with required coverage and terms and conditions outlined herein will not limit Developer's and Contractor's liability or responsibility nor does it relieve Developer and/or Contractor of its obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

iii. Notice of Material Change, Cancellation or Non-Renewal. Developer and/or Contractor must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

iii. Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Developer and/or Contractor.

iv. Waiver of Subrogation. Developer and/or Contractor hereby waives its rights and its insurer(s)' rights of and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Agreement. Developer and/or Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Contractor's insurer(s).

v. Developer and Contractors Insurance Primary. All insurance required of Developer and/or Contractor under this Agreement shall be endorsed to state that Developer and Contractor's insurance policy is primary and, except with respect to auto policies, not contributory with any insurance carrier by the City.

vi. No Limitation as to Developer and Contractor's Liabilities. The coverages and limits furnished by Developer and Contractor in no way limit the Developer and Contractor's liabilities and responsibilities specified within the Agreement or by law.

vii. No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Developer and/or Contractor under this Agreement.

viii. Insurance not Limited by Indemnification. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

ix. Insurance and Limits Maintained. If Developer and/or Contractor maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and

# UNOFFICIAL COPY

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

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

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

xii. Insurance required of subcontractors. Developer and/or Contractor shall name subcontractor(s) as a named insured(s) under Developer and Contractor's insurance or Developer and Contractor will require each subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in this Section 13, Insurance Required. The limits of coverage will be determined by Developer and/or Contractor. Developer and Contractor shall determine if subcontractor(s) must also provide any additional coverage or other coverage outlined in this Section 13, Insurance Required. Developer and/or Contractor is responsible for ensuring that each subcontractor has named the City as an additional insured where required and name the City as an additional insured under the Commercial General Liability on ISO form CG 2010 10 01 and CG 2037 10 01 for ongoing operation and completed operations on an endorsement form at least as broad and acceptable to the City. Developer and/or Contractor is also responsible for ensuring that each subcontractor has complied with the required coverage and terms and conditions outlined in this Section 13(B), Additional Requirements. When requested by the City, Developer and/or Contractor must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance.

C. City's Right to Modify: This Agreement may be amended and modified only by a written instrument executed by the Parties hereto.

14. Damage to the Developer DWM Facility Work, or New Dedicated Roadways. Developer shall be responsible, at its sole cost and expense, for any damage to the Developer DWM Facility Work, New Dedicated Roadways, or any improvements thereon caused by the entry onto or use of the Developer DWM Facility Work, or the New Dedicated Roadways by the Developer, Developer Parties, or the exercise of any of Developer's rights hereunder. In the event of any such damage, Developer shall immediately notify City thereof, and thereafter Developer shall file a claim for reimbursement under its insurance policies required under the insurance provisions set forth herein. Developer shall use due care in exercising its rights under the Agreement.

15. Covenants Run with Land. All provisions of this Agreement, including the benefits and burdens, shall run with the land and are binding upon and inure to the benefit the City and Developer and their respective successors, transferees, and/or assigns having or acquiring any right, title or interest in or to any portion of, or interest or estate in, the Property or the various easement areas set forth in this Agreement. Whenever the Property or any interest

# UNOFFICIAL COPY

in the Property is sold, conveyed or otherwise transferred, it shall be subject to all obligations of performance from and after the date of conveyance and this Agreement which shall apply to, bind and be obligatory to all present and subsequent owners, and their successors and/or assigns of the Property.

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

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

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

19. **General Provisions.**

- a. The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois, without regard to its choice of laws principles. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Cook.
- b. In the event of legal action occasioned by any default, inaction or action of the Developer, the City may seek all remedies available to it in law, in equity and under this Agreement. The Developer agrees to pay all costs and expenses incurred by the City in enforcing the terms of this Agreement, including reasonable attorney's fees, litigation costs and expenses, including experts' fees and costs, administrative costs and expenses, and other costs and expenses which shall become part of the lien against the Developer and/or Developer Property.
- c. No Third-Party Beneficiaries. The rights granted herein are intended solely for the benefit of the Parties hereto. No other person or entity shall have any rights hereunder nor may such person enforce any of the terms or be entitled to any of the benefits hereof.
- d. Partial Invalidity. If any clause, sentence or other portion of this Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent



# UNOFFICIAL COPY

jurisdiction to be so the remaining portion hereof shall remain in full force and effect.

20. **No Lien.** Developer shall not permit any lien to stand against the Developer DWM Facility Work, New Dedicated Roadways, or any improvements thereon for any labor or material in connection with work of any character performed on the Developer DWM Facility Work, and/or the New Dedicated Roadways at the discretion or sufferance of Developer.

21. **Notices.** All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered on the first day following delivery to an overnight courier service or on the third day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid, as follows:

If to City:	City of Chicago Department of Water Management 1000 East Ohio Street Chicago, Illinois, 60611 Attn: Commissioner
With a copy to:	City of Chicago, Department of Law Real Estate and Land Use Division 121 N. LaSalle, Room 600 Chicago, IL 60602 Attn: Real Estate and Land Use Division, Deputy Corporation Counsel
If to Developer:	1685 N. Throop, LLC 333 North Green Street, Suite 1100 Chicago, IL 60607 Attn: Legal Notices
	Fleet Portfolio, LLC 333 North Green Street, Suite 1100 Chicago, IL 60607 Attn: Legal Notices
With a copy to:	DLA Piper US LLP 444 West Lake Street Suite 900 Chicago, Illinois 60606 Attn: Katie Jahnke Dale

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

DWM Revised LYS Stormwater Agreement 121622

# UNOFFICIAL COPY

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

Property of Cook County Clerk's Office

**COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387**

# UNOFFICIAL COPY

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

CITY

**CITY OF CHICAGO**, an Illinois home rule municipality, by and through its Department of Water Management

By: Andrea R. Cheng

Name: Andrea R. Cheng, Ph.D., P.E.

Title: Commissioner

As authorized pursuant to Section 2-106-040(n) of the Municipal Code of Chicago

DEVELOPER

**1685 N. THROOP, LLC**, a Delaware limited liability company

By: \_\_\_\_\_

Name:

Title:

**FLEET PORTFOLIO, LLC**, a Delaware limited liability company

By: \_\_\_\_\_

Name:

Title:

Approved As To Form and Legality:

By: Arthur S. Dolinsky

Name: Arthur S. Dolinsky

Title: Senior Counsel

# UNOFFICIAL COPY

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

CITY

**CITY OF CHICAGO**, an Illinois home rule municipality, by and through its Department of Water Management

By: \_\_\_\_\_

Name: Andrea R.H. Cheng, Ph.D., P.E.

Title: Commissioner

**As authorized pursuant to Section 2-106-040(n) of the Municipal Code of Chicago**

DEVELOPER

**1685 N. THROOP, LLC**, a Delaware limited liability company

By:  \_\_\_\_\_

Name: ANDREW GLOOR

Title: AUTHORIZED SIGNATORY

**FLEET PORTFOLIO, LLC**, a Delaware limited liability company

By:  \_\_\_\_\_

Name: ANDREW GLOOR

Title: AUTHORIZED SIGNATORY

Approved As To Form and Legality:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Senior Counsel





# UNOFFICIAL COPY

## EXHIBITS

- A. PLAT OF RESUBDIVISION
- B. LEGAL DESCRIPTION OF PROJECT PROPERTY
- C. PLAT OF CITY INFRASTRUCTURE AND ACCESS EASEMENT AND NO BUILD AREA
- D. PRIVATE OUTFALL SYSTEM
- E. DEVELOPER DWM FACILITY WORK SCHEDULE
- F. DEVELOPER OPERATION AND MAINTENANCE PLAN

**COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387**

DWM Revised LYS Stormwater Agreement 071922

# UNOFFICIAL COPY

**EXHIBIT A**

**PLAT OF RESUBDIVISION  
(Attached)**

**COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387**

Property of Cook County Clerk's Office

**COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387**

DWM Revised LYS Stormwater Agreement 121622

EAST\187537837.6





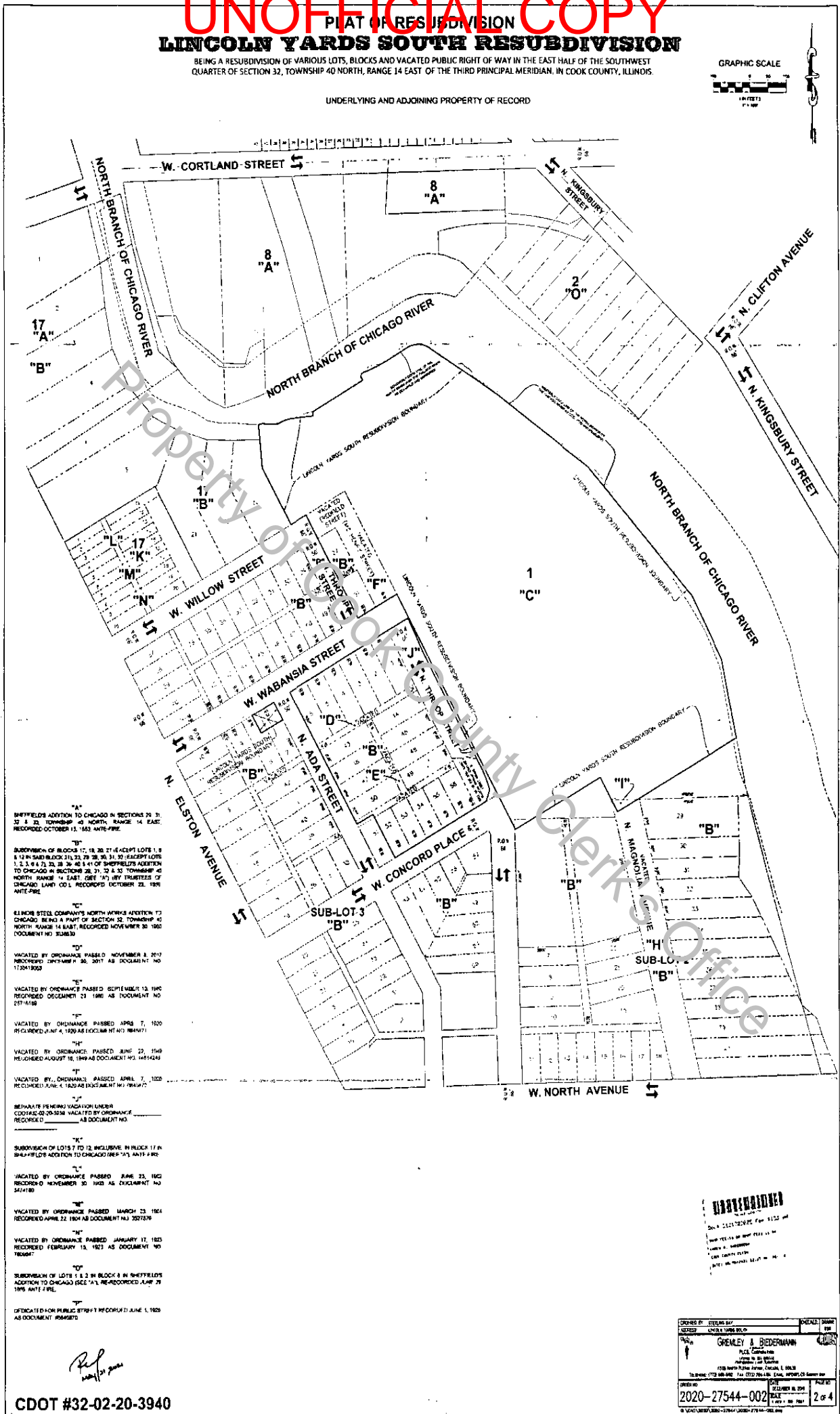
# UNOFFICIAL COPY

## PLAT OF RESUBDIVISION LINCOLN YARDS SOUTH RESUBDIVISION

BEING A RESUBDIVISION OF VARIOUS LOTS, BLOCKS AND VACATED PUBLIC RIGHT OF WAY IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

UNDERLYING AND ADJOINING PROPERTY OF RECORD

GRAPHIC SCALE



- "A" SHEFFIELD ADDITION TO CHICAGO IN SECTIONS 29, 30, 31 & 32, TOWNSHIP 40 NORTH, RANGE 14 EAST, RECORDED OCTOBER 11, 1922, ANTE-PRE.
- "B" SUBDIVISION OF BLOCKS 17, 18, 20, 21 & 22 EXCEPT LOTS 1, 8 & 12 IN SAID BLOCK 21, 23, 25, 26, 30, 31, 32 EXCEPT LOTS 1, 2, 3, 4, 5, 7, 9, 28, 29, 30, 40 & 41 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTIONS 29, 30, 31 & 32, TOWNSHIP 40 NORTH, RANGE 14 EAST, (SEE "A"), BY TRUSTEES OF CHICAGO LAND CO., RECORDED OCTOBER 22, 1928, ANTE-PRE.
- "C" ELGIN STEEL COMPANY'S NORTH WORKS ADDITION TO CHICAGO BEING A PART OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST, RECORDED NOVEMBER 30, 1900, DOCUMENT NO. 323630.
- "D" VACATED BY ORDINANCE PASSED NOVEMBER 8, 2017, RECORDED DECEMBER 20, 2017 AS DOCUMENT NO. 172643609.
- "E" VACATED BY ORDINANCE PASSED SEPTEMBER 18, 1990, RECORDED DECEMBER 23, 1990 AS DOCUMENT NO. 0274188.
- "F" VACATED BY ORDINANCE PASSED APRIL 7, 1920, RECORDED JUNE 4, 1920 AS DOCUMENT NO. 1848471.
- "G" VACATED BY ORDINANCE PASSED JUNE 22, 1949, RECORDED AUGUST 16, 1949 AS DOCUMENT NO. 1874243.
- "H" VACATED BY ORDINANCE PASSED APRIL 7, 1920, RECORDED JUNE 4, 1920 AS DOCUMENT NO. 1848472.
- "I" REPARATE FERRIS VACATION UNDER COYDAS 60-03338 VACATED BY ORDINANCE, RECORDED \_\_\_\_\_ AS DOCUMENT NO. \_\_\_\_\_.
- "J" SUBDIVISION OF LOTS 7 TO 12, INCLUSIVE, IN BLOCK 17 IN SHEFFIELD'S ADDITION TO CHICAGO (SEE "A"), ANTE-PRE.
- "K" VACATED BY ORDINANCE PASSED JUNE 23, 1902, RECORDED NOVEMBER 30, 1902 AS EXCISEMENT NO. 5414180.
- "L" VACATED BY ORDINANCE PASSED MARCH 23, 1924, RECORDED APRIL 22, 1924 AS DOCUMENT NO. 3227376.
- "M" VACATED BY ORDINANCE PASSED JANUARY 17, 1923, RECORDED FEBRUARY 13, 1923 AS DOCUMENT NO. 180867.
- "N" SUBDIVISION OF LOTS 1 & 2 IN BLOCK 8 IN SHEFFIELD'S ADDITION TO CHICAGO (SEE "A"), RECORDED JUNE 29, 1905, ANTE-PRE.
- "O" DEDICATED FOR PUBLIC STREET RECORD D. JUNE 1, 1920, AS DOCUMENT #186825.

CDOT #32-02-20-3940

**RECORDED**  
Doc. # 2020-27544-002  
FILED IN 32  
JUL 15 2020  
CLERK OF COOK COUNTY  
JUL 15 2020

ORDERED BY: STEVEN JAY	DATE: 2020
APPROVED: ANDREA SHERFIELD	DATE: 2020
<b>GHEMLEY &amp; BIEDERMANN</b>	
PLAT ENGINEERS	
1718 NORTH PULASKI AVENUE, CHICAGO, IL 60647	
TEL: 312.467.4000 FAX: 312.467.4001	
FILED IN: 32	DATE: 2020
2020-27544-002	2 of 4

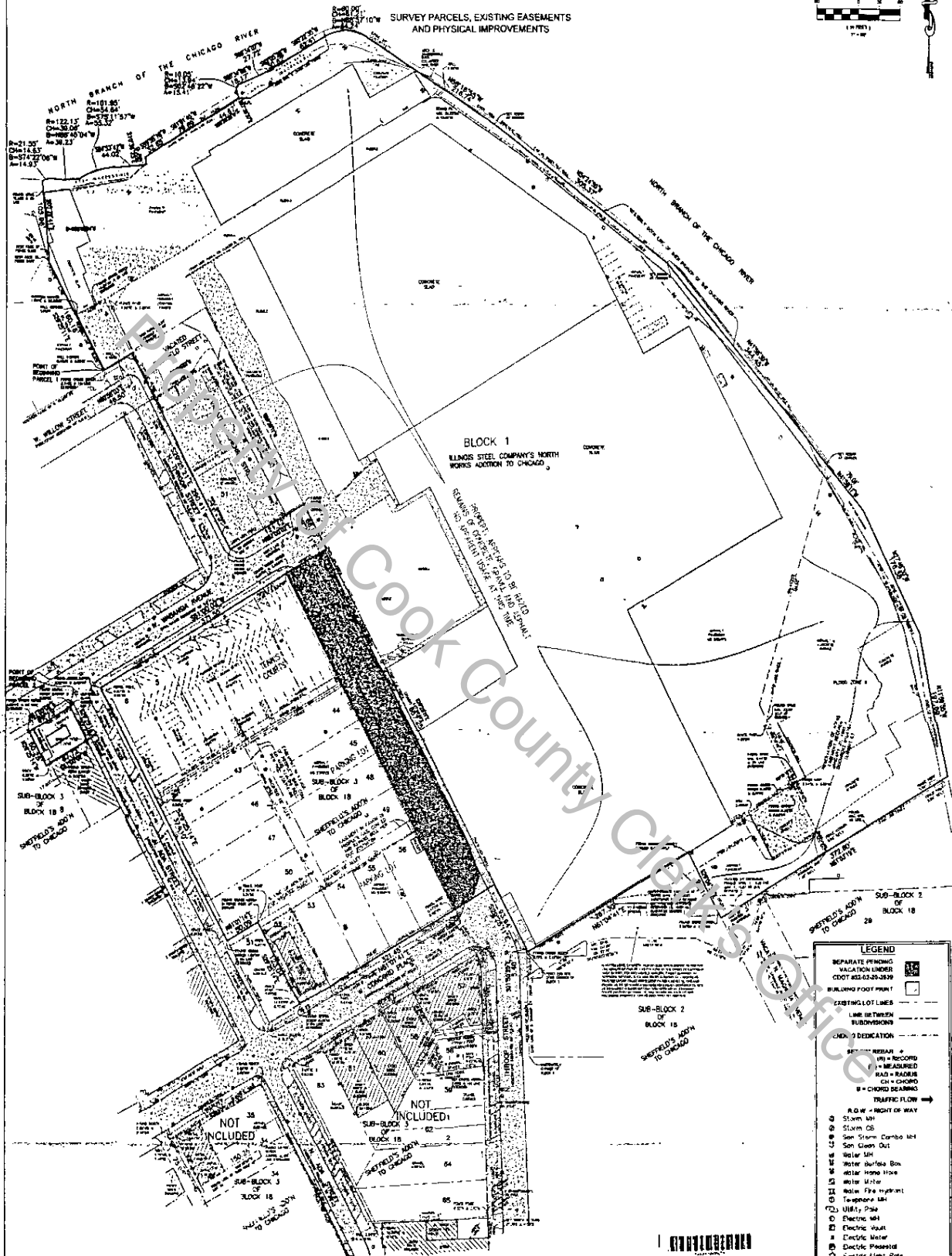
# UNOFFICIAL COPY

## EXHIBIT "A" PLAT OF RESUBDIVISION LINCOLN YARDS SOUTH RESUBDIVISION

BEING A RESUBDIVISION OF VARIOUS LOTS, BLOCKS AND VACATED PUBLIC RIGHT OF WAY IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SURVEY PARCELS, EXISTING EASEMENTS AND PHYSICAL IMPROVEMENTS

GRAPHIC SCALE



LEGEND	
	SEPARATE PENDING VACATION UNDER CDOT 883-02-35-3879
	BUILDING FOOT PRINT
	EXISTING LOT LINES
	LOT TO BE THROWN IN SUBDIVISION
	LOT TO BE DEDICATED
	RECORD (R) = RECORD M = MEASURED P = PAVED CH = CHORD B = CHORD BEARING
	R.O.W. = RIGHT OF WAY
	SS = STORM SEWER
	SCM = STORM COMBI MAN
	SCO = SON CLEAN OUT
	WMH = WATER MANHOLE
	WSB = WATER SURFACE BOX
	MMH = METER MANHOLE
	WM = WATER METER
	MFH = MANHOLE FIRE HYDRANT
	TMH = TELEPHONE MANHOLE
	UP = UTILITY PIPE
	EW = ELECTRIC WIRE
	EV = ELECTRIC VAULT
	EM = ELECTRIC METER
	ET = ELECTRIC TRANSFORMER
	ELP = ELECTRIC LIGHT POLE
	EMWL = ELECTRIC MOUNTED WALL LIGHT
	GM = GAS METER
	GV = GAS VALVE
	SP = SIGN POST
	BP = BUMPER POST
	BR = BLUE ROOF
	UMH = UNDERGROUND MANHOLE
	AS = AUTO SPRAYER
	HC = HOSE CONNECTION
	FA = FIRE ALARM
	FP = FLAG POLE
	IP = IRON PIPE
	Ph. N.P.
	GC = GAS CROSS
	VR = VENTING ROOF

### SURVEYOR'S NOTES:

Field measurements conducted on OCTOBER 10, 2019.

The adjoining property is zoned PD-1432 (Planned Development 1432) as per City of Chicago web site.

Note TO & FM - Reverse Record and Measured bearings respectively. All dimensions are measured unless noted otherwise.

Consent: all points SET ONE building by same and at once report any differences BEFORE damage is done.

For easements, building lines and other restrictions not shown on survey plat refer to your adjacent deed, contract, title policy and local building line regulations.

NO dimensions shall be assumed by close measurement upon this plat.

Unless otherwise noted, the Bearing, Distance, Elevation Datum and Coordinate Datum is used as ASSUMED.

COPYRIGHT GREMLEY & BIEDERMANN, INC. 2020. All Rights Reserved.

*Handwritten initials: RL*

CDOT #32-02-20-3940

CREATED BY: STEVEN HALL	DRAWN BY: PH
CHECKED BY: LINCOLN YARDS SOUTH	DATE: 10/10/19
<b>GREMLEY &amp; BIEDERMANN</b>	
P.L.L.C. CHICAGO, ILL.	
1400 WEST NORTH AVENUE, SUITE 1000	
CHICAGO, ILLINOIS 60610	
TEL: (773) 489-4800 FAX: (773) 489-4801 WWW: GREMLEY.COM	
PROJECT NO: 2020-27544-002	SHEET NO: 3 of 4

# UNOFFICIAL COPY

## EXHIBIT B

### LEGAL DESCRIPTION OF RESUBDIVISION

THAT PART OF LOT 3 IN THE PLAT OF RESUBDIVISION LINCOLN YARDS SOUTH RESUBDIVISION, RECORDED AUGUST 5, 2021 AS DOCUMENT NUMBER 2121722025, BEING A PART OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF W, WILLOW STREET AND N. THROOP STREET; THENCE NORTH 70 DEGREES 22 MINUTES 09 SECONDS EAST, 67.98 FEET TO A BEND POINT IN THE EASTERLY RIGHT OF WAY LINE OF N. THROOP STREET AND THE POINT OF BEGINNING; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE FOR THE NEXT THREE COURSES AND DISTANCES; 1.) NORTH 59 DEGREES 54 MINUTES 50 SECONDS EAST, 12.02 FEET; 2.) ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 489.89 FEET, A CHORD BEARING OF NORTH 17 DEGREES 35 MINUTES 38 SECONDS WEST, 41.35 FEET; 3.) NORTH 15 DEGREES 54 MINUTES 58 SECONDS WEST, 197.10 FEET; THENCE NORTH 60 DEGREES 46 MINUTES 57 SECONDS EAST, 33.89 FEET; THENCE SOUTH 23 DEGREES 55 MINUTES 29 SECONDS EAST, 287.78 FEET; THENCE SOUTH 61 DEGREES 12 MINUTES 02 SECONDS WEST, 78.40 FEET TO THE SAID EASTERLY RIGHT OF WAY LINE; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 462.64 FEET, A CHORD BEARING OF NORTH 23 DEGREES 32 MINUTES 42 SECONDS WEST, 55.89 FEET TO THE POINT OF BEGINNING, CONTAINING 0.3674 ACRES, MORE OR LESS; ALL IN COOK COUNTY, ILLINOIS.

14-32-310-003

14-32-316-044

14-32-311-004

14-32-317-005

14-32-311-008

14-32-317-007

14-32-311-011

14-32-317-014

14-32-311-012

1685 N. Throop St.

Chicago IL 60642

DWM Revised LYS Stormwater Agreement 121622







# UNOFFICIAL COPY

EXHIBIT C

PLAT OF CITY ACCESS EASEMENT AND NO BUILD AREA  
(Attached)

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

Property of Cook County Clerk's Office

DWM Revised LYS Stormwater Agreement 121622

EAST\187537837.6



# PLAT OF CITY INFRASTRUCTURE AND ACCESS EASEMENT AND NO BUILD AREA FOR LINCOLN YARDS SOUTH

P.J.N. 14-32-311-008  
14-32-311-004

# UNOFFICIAL COPY

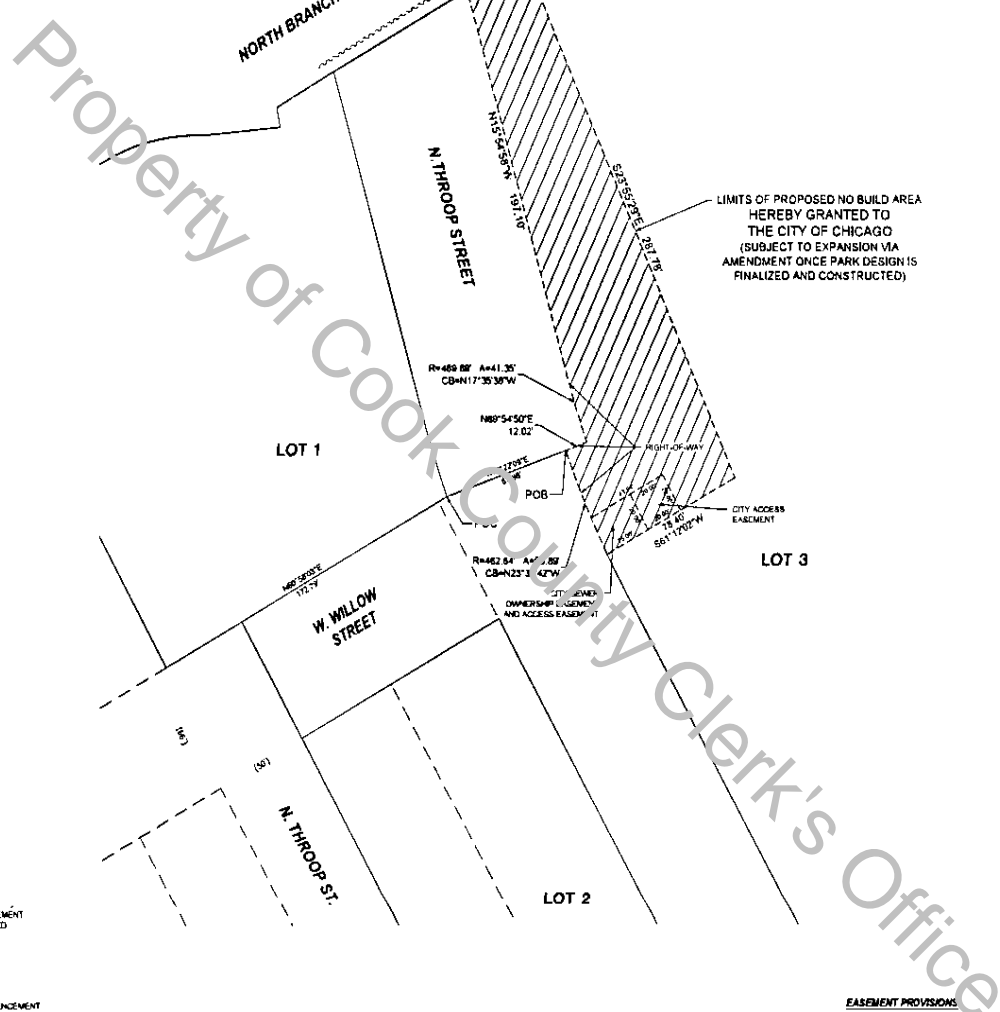
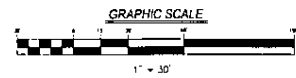
### LEGAL DESCRIPTION

THAT PART OF LOT 3 IN THE PLAT OF RESUBDIVISION LINCOLN YARDS SOUTH REBUNDVISION RECORDED AUGUST 5, 2021 AS DOCUMENT NUMBER 212172025 BEING A PART OF SECTION 32 TOWNSHIP 40 NORTH RANGE 14 EAST OF THE 1-860 PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF W. WILLOW STREET AND N. THROOP STREET, THENCE NORTH 70 DEGREES 22 MINUTES 06 SECONDS EAST, 67.00 FEET TO A BEND POINT IN THE EASTERLY RIGHT OF WAY LINE OF N. THROOP STREET AND THE POINT OF BEGINNING, THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE FOR THE NEXT THREE COURSES AND DISTANCES: 1) NORTH 88 DEGREES 54 MINUTES 30 SECONDS EAST, 12.02 FEET; 2) ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 486.98 FEET, A CHORD BEARING OF NORTH 17 DEGREES 58 MINUTES 38 SECONDS WEST, 41.56 FEET; 3) NORTH 15 DEGREES 54 MINUTES 54 SECONDS WEST, 187.19 FEET; THENCE NORTH 80 DEGREES 48 MINUTES 57 SECONDS EAST, 33.86 FEET; THENCE SOUTH 23 DEGREES 55 MINUTES 28 SECONDS EAST, 28.78 FEET; THENCE SOUTH 10 DEGREES 12 MINUTES 02 SECONDS WEST, 78.40 FEET TO THE SAID EASTERLY RIGHT OF WAY LINE; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 482.84 FEET, A CHORD BEARING OF NORTH 23 DEGREES 33 MINUTES 42 SECONDS WEST, 56.89 FEET TO THE POINT OF BEGINNING, CONTAINING 0.3674 ACRES, MORE OR LESS, ALL IN COOK COUNTY, ILLINOIS.



VICINITY MAP  
NOT TO SCALE



LIMITS OF PROPOSED NO BUILD AREA  
HEREBY GRANTED TO  
THE CITY OF CHICAGO  
(SUBJECT TO EXPANSION VIA  
AMENDMENT ONCE PARK DESIGN IS  
FINALIZED AND CONSTRUCTED)

### LEGEND

- PROPOSED EASEMENT
- HEREBY GRANTED
- N NORTH
- S SOUTH
- E EAST
- W WEST
- CB CHORD BEARING
- A ARC LENGTH
- R RADIUS
- POB POINT OF COMMENCEMENT
- POI POINT OF BEGINNING

### OWNER'S CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF )

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE LEGAL OWNER OF THE LAND DESCRIBED ON THIS PLAT, AND HAS CAUSED THE SAME TO BE GRANTED AS INDICATED THEREON FOR THE USES AND PURPOSES THEREIN SET FORTH.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

DRAWNOWNERS

### NOTARY'S CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF )

I HEREBY CERTIFY THAT \_\_\_\_\_ WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE BE KNOWN TO ME AS SUCH OWNERS.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

NOTARY PUBLIC

MY COMMISSION EXPIRES \_\_\_\_\_

### RECORDER'S CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF )

THE INSTRUMENT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF \_\_\_\_\_ COUNTY, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. \_\_\_\_\_ AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M AND RECORDED IN MAP BOOK \_\_\_\_\_ AT \_\_\_\_\_ PAGE \_\_\_\_\_ AS DOCUMENT NO. \_\_\_\_\_

BY \_\_\_\_\_ COUNTY RECORDER

### COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF )

I, \_\_\_\_\_ COUNTY CLERK OF \_\_\_\_\_ COUNTY, ILLINOIS DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID IMPROVED TAXES, AND NO RECEIVABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE SUBJECT PLAT.

I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE SUBJECT PLAT.

GIVEN UNDER MY HAND AND SEAL, AT \_\_\_\_\_ COUNTY, ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

BY \_\_\_\_\_ COUNTY CLERK

### EASEMENT PROVISIONS

AN EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED OVER THE PROPERTY DESCRIBED HEREON (HEREINAFTER "STORMWATER CASSEMENT") TO THE CITY OF CHICAGO FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO SURVEY, CONSTRUCT, RECONSTRUCT, INSTALL, REPAIR, INSPECT, REMOVE, EXCHANGE, TEST, REPAIR, MAINTAIN AND OPERATE STORM SEWER SERVICES AND STORM SERVICES SYSTEMS TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID CITY, OVER, UPON, UNDER AND THROUGH SAID EASEMENT, AND FOR THE RIGHT TO READ, EXAMINE, INSPECT, INSTALL, OPERATE, MAINTAIN, EXCHANGE, REMOVE, REPAIR, TEST, AND/OR REMOVE SAID CITY OWNED UTILITY EQUIPMENT, TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE DONOR'S PROPERTY FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO THE CITY AND ITS AGENTS TO TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE REASONABLE USE OF SAID EASEMENT.

### SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF LAKE )

I, ANTHONY J. STRODLAND, AN ILLINOIS PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT THE PLAT HEREON DRAWN WAS PREPARED AT AND UNDER MY DIRECTION AND SUPERVISION SHOWING AREA IN FEET AND DECIMAL PARTS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS 5TH DAY OF APRIL, A.D. 2022

\_\_\_\_\_  
ANTHONY J. STRODLAND  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-347  
MY LICENSE EXPIRES NOVEMBER 30, 2023  
V3 COMPANIES LTD. PROFESSIONAL DESIGN FIRM NO. 184000002  
THIS DESIGN FIRM NUMBER EXPIRES APRIL 30, 2023.  
www.v3.com



**V** Engineers  
7325 James Avenue, Suite 100  
Woodridge, IL 60517  
530.724.8700 voice  
530.724.0364 fax  
v3co.com  
Surveyors

PREPARED FOR  
**Fleet Portfolio Venture, LLC**  
333 North Green Street, Suite 1100  
Chicago, IL 60607  
312.202.3892

NO.	DATE	REVISIONS DESCRIPTION
1	05/26/2022	REVISED TITLE OF PLAT
2	06/01/2022	REVISED PER COMMENTS
3	08/01/2022	REVISED PER COMMENTS

PLAT OF CITY INFRASTRUCTURE AND ACCESS EASEMENT AND NO BUILD AREA  
Project No. 16330 SDVA  
Group No. 502  
SHEET NO. 1 of 1

DRAFTING COMPLETED 04-25-22 DRAWN BY SPK PROJECT MANAGER AJS  
FIELD WORK COMPLETED NA CHECKED BY AJS SCALE 1" = 30'

# UNOFFICIAL COPY

**EXHIBIT D**

**PRIVATE OUTFALL SYSTEM  
(Attached)**

**COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387**

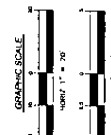
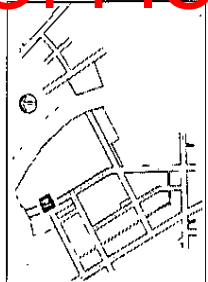
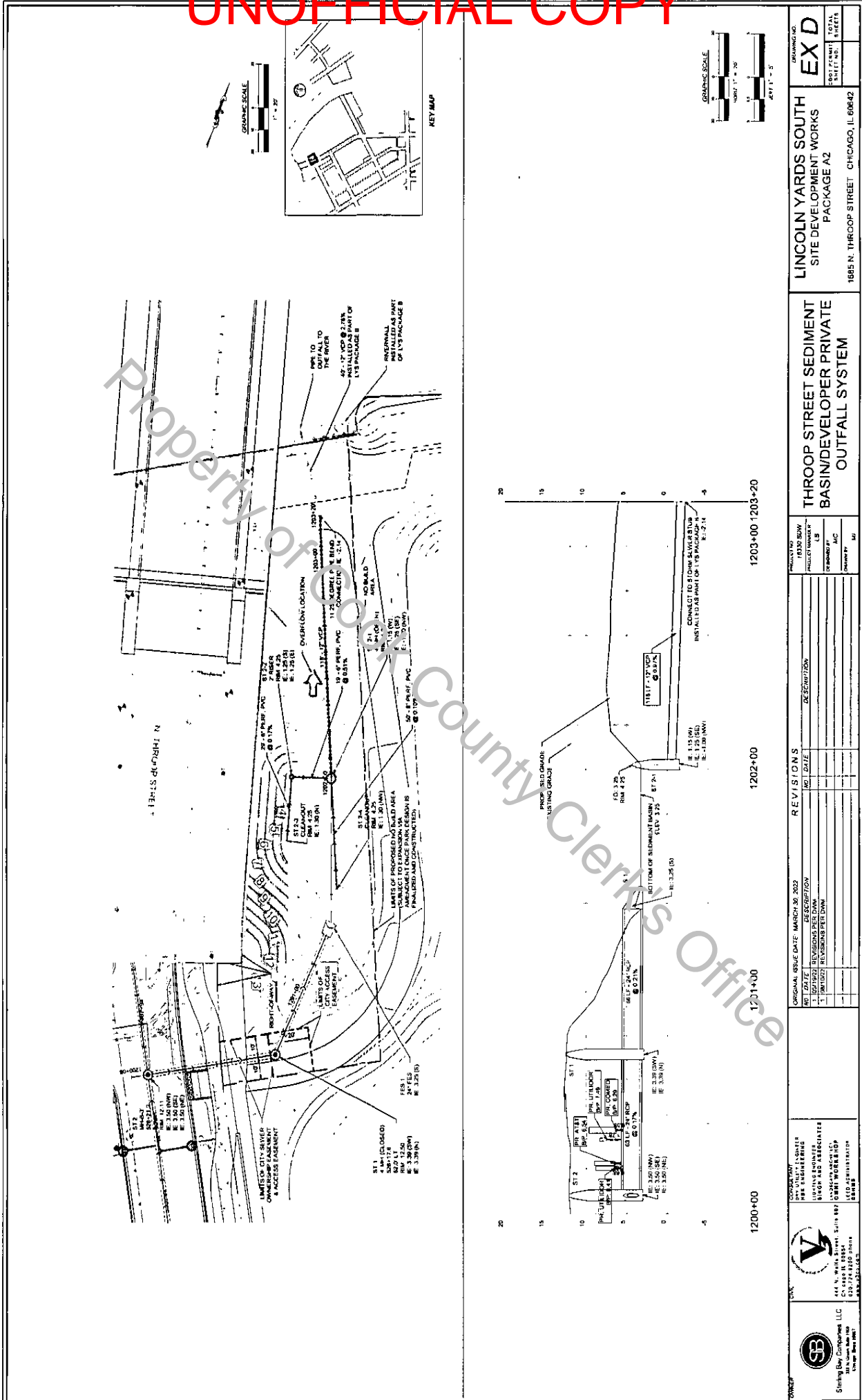
Property of Cook County Clerk's Office

**COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387**

DWM Revised LYS Stormwater Agreement 121622

EAST\187537837.6

UNOFFICIAL COPY



 Sterling Bay Corporation, LLC 315 North Dearborn Street Chicago, Illinois 60610 Phone: 312.467.4323	 444 N. Wells Street, Suite 1000 Chicago, Illinois 60610 Phone: 312.467.4323	PROJECT NO: 18330 SDW PROJECT NAME: THROOP STREET SEDIMENT BASIN/DEVELOPER PRIVATE OUTFALL SYSTEM DRAWING NO: A2 SHEET NO: 35	DRAWING NO: EX D SHEET NO: 35 TOTAL SHEETS: 35
		ORIGINAL ISSUE DATE: MARCH 30, 2022 REVISIONS:	1885 N. THROOP STREET - CHICAGO, IL 60642

# UNOFFICIAL COPY

## EXHIBIT E

### **DEVELOPER DWM FACILITY WORK SCHEDULE (Subject to Updates as set forth in the Agreement)**

#### Developer Work Milestones

Work Commencement

Work Completion

#### Estimated Outside Date

November 2022

February 2024

Property of Cook County Clerk's Office

**COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387**

DWM Revised LYS Stormwater Agreement 121622

EAST\187537837.6

# UNOFFICIAL COPY

## EXHIBIT F

### **DEVELOPER OPERATION AND MAINTENANCE PLAN**

Annually, on or before October 31 of each year, the Developer shall submit to the City a certification, sealed by a registered professional engineer, that the Developer Drainage System is functioning as intended, plus a certification by the Developer that: (1) the specific maintenance activities have occurred; (2) all nonroutine maintenance has been listed; and (3) that the Developer Operation and Maintenance Plan is adequate to ensure optimal functioning or that changes are recommended. Proposed changes to the Developer Operation and Maintenance Plan shall be submitted with the certification to the City of Chicago, Department of Buildings, Stormwater Review. Proposed changes to the Developer Operation and Maintenance Plan are subject to written approval by the City. Additional information may be required for reporting purposes, as directed by the City.

#### Owner Operation and Maintenance (O&M) Practices for Sediment Basin

- 1) O&M Plan procedures and practices shall be reviewed and assessed annually.
- 2) Access routes including roadways and sidewalks shall be inspected annually and maintained as needed.
- 3) Drainage structures and/or flow restrictors shall be inspected and cleaned semi-annually.
- 4) Sediment basin shall be inspected semi-annually and after significant rainfall events exceeding 1.5 inches.
- 5) The owner shall keep an updated logbook documenting the performance of the required O&M activities for perpetuity. Logbooks shall be produced upon the request of a city inspector. The logbook shall note all inspection dates, facility components inspected and any maintenance performed and repairs made.
- 6) Vegetation shall be maintained on a regular basis.
- 7) Pest control measures shall be implemented to address insects and rodents.
- 8) Signage shall be installed and maintained where necessary to protect property and the public.
- 9) All maintenance practices shall also be in conformance to IEPA and other permitting agencies (MWRD, USACE, etc..).
- 10) Planned City maintenance of City owned sewer system will require the sediment basin water level be maintained at the design normal water level.
  - a. The design normal water level shall not exceed the rim elevation of the outlet structure during dry weather conditions (24 hours post rainfall).

# UNOFFICIAL COPY

## EXHIBIT F

### **DEVELOPER OPERATION AND MAINTENANCE PLAN (Continued)**

#### Maintenance Guidelines – Activity Schedule

##### As Needed:

- Remove sediment from basin

##### Monthly:

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

##### Quarterly:

- Inspect inlet pipes, flared end sections, and outlet control structures for clogging after every storm greater than one inch
- Remove trash and debris
- Remove invasive plants
- Fertilize, dethatch, and condition soil of grassed areas
- Inspect trees/shrubs to evaluate health
- Mow/trim sediment basin vegetation

##### Once Per Year:

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