

3936/5 (Both)

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PREPARED BY AND AFTER
RECORDING PLEASE
RETURN TO:

IDoc# 2313113138 Fee \$117.00
RFRHSP FEE:59.00 RPRF FEE: 51.00
KAKAREN A. YARBROUGH
COOK COUNTY CLERK
DA DATE: 05/11/2023 03:22 PM PG: 1 OF 34

Arthur Dolinsky, Senior Counsel
City of Chicago, Department of Law
121 N. LaSalle Street, Room 600
Chicago, IL 60602

AGREEMENT REGARDING PERMANENT AND TEMPORARY EASEMENTS ON THE PUBLIC RIGHT OF WAY BEING GRANTED BETWEEN THE CITY OF CHICAGO AND THE DEVELOPER OF LINCOLN YARDS NORTH

This Agreement (the "Agreement") is entered into as of this 11th day of May, 2023 ("Effective Date"), by and between the **CITY OF CHICAGO**, an Illinois home rule municipal corporation (the "City"), by and through its Department of Transportation ("CDOT") and **ALLOY PROPERTY COMPANY, LLC**, a Delaware limited liability company ("Alloy"), **ALLOY PROPERTY COMPANY 2, LLC**, a Delaware limited liability company ("Alloy 2"), and **1511 W. WEBSTER, LLC**, a Delaware limited liability company (collectively, the "Developer"). Alloy and Alloy 2, together the "Alloy Companies".

Witnesseth:

WHEREAS, the Developer is the current owner of private parcels of property generally known as Lincoln Yards North located in the area bounded by W. Webster Avenue, N. Dominick Street, N. Kingsbury Street, and the North Branch of the Chicago River (approximately W. Cortland Street) (the "Developer Parcel"); and

WHEREAS, the Developer contemplates the development of a mixed-use project (the "Developer Project") on the Developer Parcel; and

WHEREAS, consistent with the Developer Project, the Developer and City have agreed that the Developer will dedicate certain property identified on **Exhibit A** (the "Dedicated Property") for the benefit of the City, as provided in the (re)subdivision with dedication ordinance approved by the City Council of the City on November 16, 2022 (the "Subdivision Ordinance"); and

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WHEREAS, consistent with the Developer Project, the Developer and City have agreed that the City will vacate certain streets and alleys identified on **Exhibit B** (the "Vacated Property") for the benefit of the Developer Project, as provided in the vacation ordinance approved by the City Council of the City on November 16, 2022 (the "Vacation Ordinance") (CDOT File: 32-02-20-3935); and

WHEREAS, Alloy and Fleet Portfolio, LLC, a Delaware limited liability company, and the City are parties to that certain Lincoln Yards Redevelopment Agreement dated April 26, 2019 and recorded with the Cook County Recorder of Deeds (the "Recorder") on April 26, 2019 as Document Number 1911618059 (the "Redevelopment Agreement"). Any defined terms used but not defined herein shall have the meanings ascribed to them in the Redevelopment Agreement; and

WHEREAS, Alloy, Fleet or both, intend to undertake certain public infrastructure projects as provided in the Redevelopment Agreement (the "Developer Work"); and

WHEREAS, the City has agreed to grant to the Developer certain temporary easements in portions of the Dedicated Property to maintain such property in an interim condition prior to completion and acceptance of the Developer Work; and

WHEREAS, the City has agreed to release and quitclaim to the Developer its existing easement rights reserved to the City of Chicago in the Ordinance recorded on January 5, 1994, as Document Number 94014634 (the "Existing Easement"), which easement rights will no longer be needed for access to or the use and maintenance of the utility facilities located therein following the completion of the Developer Work on the public right of way, with such releases to be delivered in accordance with this Agreement; and

NOW, THEREFORE, in consideration of mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Release of Existing Easements. On the date of the issuance by the City of the Infrastructure Component Completion Certificate for the Dominick Street Extension, the City shall deliver a release in the form of **Exhibit C** (a "Release") which is attached and incorporated for all of the remaining rights granted to the City pursuant to the Existing Easement.
2. Temporary Easements.
 - a. Grant of Developer Temporary Maintenance Easements. On the Effective Date, subject to the terms and conditions stated in this Agreement, the City hereby grants and conveys to the Developer temporary easements (the "Plaza Maintenance Easements") in, on, over, under and through the areas described as Developer Temporary Easement in **Exhibit D** for purposes of maintenance, repair, rehabilitation and replacement of public plaza area and construction of the Armitage Avenue Extension and Bridge.

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- b. Release of Developer Temporary Maintenance Easements. The Plaza Maintenance Easements granted by Section 2(a) shall be automatically released and of no further force and effect upon the issuance by the City of Infrastructure Component Completion Certificate for the Armitage Avenue Extension and Bridge.
- c. Grant of City Bridge Maintenance Easement. Upon the issuance of the Infrastructure Component Completion Certificate for the Dominick Street Extension and Bridge, subject to the terms and conditions stated in this Agreement, the Developer and its successors and assigns agree to grant to the City a temporary easement (the "City Bridge Maintenance Easement") in, on, over and through a 10' parcel on either side of the right-of-way within which each bridge is located (the "City Bridge Maintenance Easement Area") for the purpose of maintenance, repair, rehabilitation and replacement of the adjacent bridge walls.
- d. Release of City Bridge Maintenance Easement. The City Bridge Maintenance Easement shall provide that it shall be automatically released and of no further force and effect when the Developer obtains permits for vertical construction on Lot 3 and Lot 8 of the City Bridge Maintenance Easement Area. Upon request of the Developer, City shall deliver a Release of such portions of the City Bridge Maintenance Easement.
- e. Grant of Developer Access Right. At all times following the dedication of the Dedicated Property, the Developer shall maintain public access to adjacent parcels through such Dedicated Property, including prior to the completion of the Developer Work.
3. Cortland Permanent Easement.
- a. Grant of Easement. Alloy hereby grants and conveys to the City a perpetual, open, unobstructed, non-exclusive public way easement (the "Cortland Easement") in, on, over and through the parcel described and depicted on **Exhibit E** (the "Cortland Easement Area") for the use and benefit of the general public for normal and customary access, as the City deems necessary to serve the public interest, with ingress and egress over the Cortland Easement Area.
- b. Reserved Rights. The Alloy Companies reserve the following rights to the Cortland Easement Area without any cost, fee or expense due or owing to the City so long as such reserved rights do not materially or unreasonably interfere with the use of the Cortland Easement Area by the public in accordance with this Agreement:
- i. to temporarily modify the location of the Cortland Easement Area without unreasonable interference with public use of the Cortland Easement Area, as may be necessary for the construction and development of the Developer Project. The Developer shall provide no less than 48 hours' notice to CDOT including dimensioned plans

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showing how continuing public access (including ADA compliance) shall be maintained to serve the public;

- ii. to grant further easements or other interests in the Cortland Easement Area, limited to those that do not materially interfere with the City's enjoyment of open, unobstructed public access;
- iii. to install, construct and maintain building foundations; to construct, install, maintain, reconstruct and replace and repair any structures or other improvements and any appurtenance related thereto of every type and kind including, without limitation, aprons, walkways, underground utilities, fences, streetlights, columns and poles, landscaping of any and all types and kinds as long as such improvements are in compliance with applicable codes; and
- iv. to remove, or cause to be removed from the Cortland Easement Area, in compliance with all applicable laws, regulations and local ordinances, violent persons or other persons creating a nuisance.

- c. Construction and Maintenance. The construction and maintenance of the Cortland Easement Area shall meet or exceed standards promulgated by the Chicago Department of Transportation for the construction and maintenance of public sidewalks, in accordance with the most current version of the Chicago Department of Transportation's Regulations for Opening, Repair and Construction in the Public Way and its appendices.

- 4. Developer Work. The Developer agrees that it will conduct and perform the Developer Work in the Dedicated Property consistent with the obligations, requirements and timing in the Redevelopment Agreement.

5. Indemnity.

- a. Indemnity of City by the Developer. The Developer agrees to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees, agents and affiliates (individually an "Indemnitee," and collectively the "Indemnitees") harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (and including without limitation, the reasonable fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnitees shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnitees in any manner relating or arising out of Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement; provided, however, that the Developer shall have no obligation to an Indemnitee arising from the wanton or willful misconduct of that Indemnitee.

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- b. Survival of Indemnity. The provisions of this Section 5 shall survive any termination of this Agreement but it shall not apply to Claims arising from events occurring after such termination.
- 6. Insurance during City Work. Prior to authorization by City of any of its contractors to enter onto the City Easements, City shall cause each such contractor to procure and maintain and at all times thereafter continuing until the completion of such entry or work, all of the coverages of insurance specified in **EXHIBIT F** which is attached and incorporated herein.
- 7. Notices. All notices or other communications required or permitted pursuant hereto shall be in writing and shall be deemed to have been given upon receipt.

Notices shall be addressed to the Developer and City at their respective addresses set forth below, or to such substitute address as the Developer or City may have designated by notice in accordance herewith:

If to City:

City of Chicago
Department of Transportation
2 North LaSalle St., Suite 1100
Chicago, IL 60602
Attn: Division of Engineering

With a copy to:

City of Chicago
Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attn: Deputy Corporation Counsel
Real Estate and Land Use Division

If to the Developer:

Alloy Property Company, LLC
2711 N. Haskell Avenue
Suite 1700
Dallas, TX 75204
Attn: Laura Sims

And

Alloy Property Company 2, LLC
2711 N. Haskell Avenue
Suite 1700
Dallas, TX 75204
Attn: Laura Sims

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And

1511 W. Webster, LLC
333 N. Green Street, Suite 1100
Chicago, IL 60607
Attn: Jessica Simmons

With a copy to:

DLA Piper LLP (US)
444 W. Lake Street, Suite 900
Chicago, Illinois 60606
Phone: (312) 668-2153
Attn: Katie Jahnske Dale

Names, titles and addresses shall be deemed changed only upon service of notice in accordance with this Section.

8. General

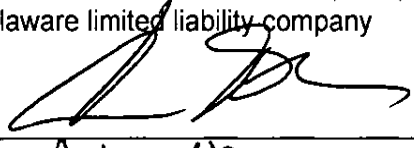
- a. Illinois Law. This Agreement has been negotiated, executed and delivered at Chicago, Illinois and shall be construed and enforced in accordance with the laws of Illinois, including the law of public trust with respect to the use and occupation of the public way.
- b. Partial Invalidity. If any clause, 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 jurisdiction to be so, the remaining portion hereof shall remain in full force and effect.
- c. Runs with the Land. All provisions hereof, including the benefits and burdens, shall run with the land, and shall be binding upon and enforceable by, and shall inure to the benefit of City and the Developer and their respective successors and assigns. Upon a bona fide conveyance of all right, title and interest in the Developer Parcel to a successor owner, all obligations of performance from and after the date of conveyance shall be enforceable against the transferee and not against the transferor.
- d. No Third-Party Beneficiaries. The rights granted herein are intended solely for the benefit of the parties. 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.

[signatures follow]

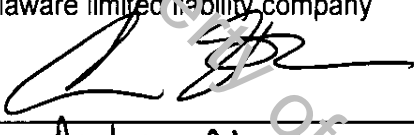
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In Witness Whereof, the Developer and City have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

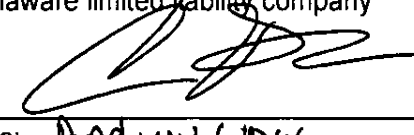
ALLOY PROPERTY COMPANY, LLC,
a Delaware limited liability company

By: 
Name: Andrew Blaw
Title: Authorized Signatory

ALLOY PROPERTY COMPANY 2, LLC,
a Delaware limited liability company

By: 
Name: Andrew Blaw
Title: Authorized Signatory

1511 W. WEBSTER, LLC,
a Delaware limited liability company

By: 
Name: Andrew Blaw
Title: Authorized Signatory

CITY OF CHICAGO,
an Illinois municipal corporation

By: _____
Gia Biagi, Commissioner
Department of Transportation

Approved As To Form And Legality:

By: _____
Senior Counsel

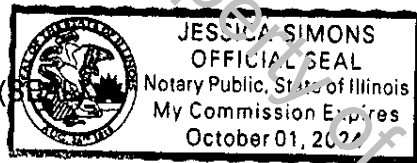
Project of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS

COUNTY OF COOK)
I, Jessica Simons, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Andrew Gloor, personally known to me to be the Authorized Signatory of Alloy Property Company, LLC, a Delaware limited liability company ("Developer"), 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 acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by Developer, as his/her free and voluntary act and as the free and voluntary act of Developer, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 9th day of May, 2023



Jessica Simons
Notary Public

STATE OF ILLINOIS)
) SS

COUNTY OF COOK)
I, Jessica Simons, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Andrew Gloor personally known to me to be the Authorized Signatory of Alloy Property Company 2, LLC, a Delaware limited liability company ("Developer"), 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 acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by Developer, as his/her free and voluntary act and as the free and voluntary act of Developer, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 1st day of May, 2023



Jessica Simons
Notary Public

UNOFFICIAL COPY

STATE OF ILLINOIS)

) SS

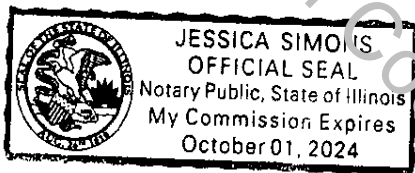
COUNTY OF COOK)

I, Jessica Simons, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that ANDREW GUDK personally known to me to be the authorized signatory of 1511 W. Webster, LLC, a Delaware limited liability company ("Developer"), 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 acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by Developer, as his/her free and voluntary act and as the free and voluntary act of Developer, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 9th day of May, 2023

Jessica Simons
Notary Public

(SEAL)



Property of Cook County Clerk's Office

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In Witness Whereof, the Developer and City have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

ALLOY PROPERTY COMPANY, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ALLOY PROPERTY COMPANY 2, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

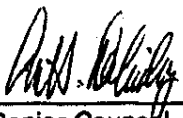
1511 W. WEBSTER, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

CITY OF CHICAGO,
an Illinois municipal corporation

By:  _____
Gia Biagi, Commissioner
Department of Transportation

Approved As To Form And Legality:

By:  _____
Senior Counsel

Property of Cook County Clerk's Office

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Exhibit A

Dedicated Property

[Plat of Dedication attached]

COOK COUNTY
CLERK
RECORDING DIVISION

COOK COUNTY
CLERK
RECORDING DIVISION

COOK COUNTY
CLERK
RECORDING DIVISION

COOK COUNTY
CLERK
RECORDING DIVISION

Property of Cook County Clerk's Office

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EXHIBIT A

LINCOLN YARDS NORTH RESUBDIVISION

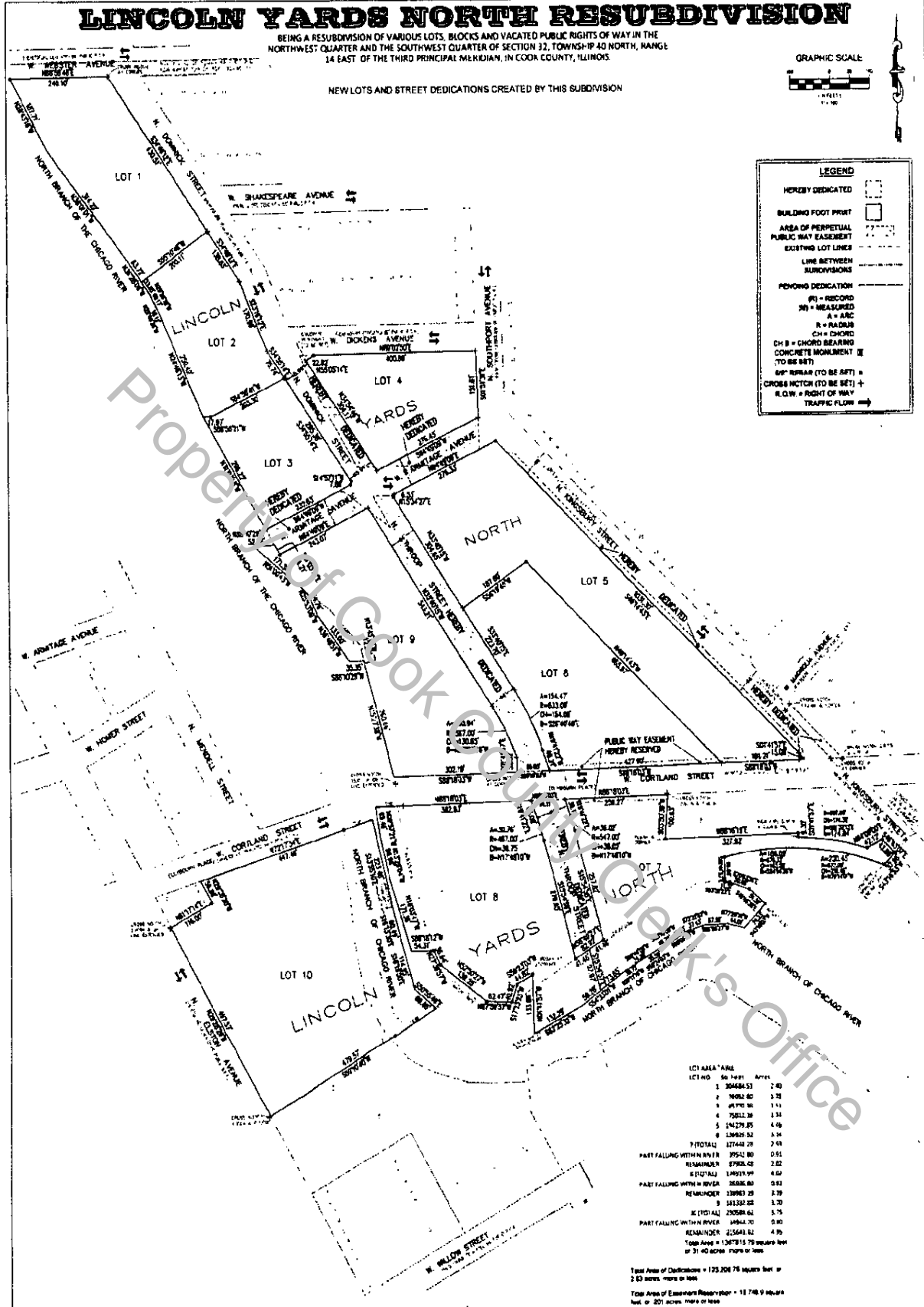
BEING A RESUBDIVISION OF VARIOUS LOTS, BLOCKS AND VACATED PUBLIC RIGHTS OF WAY IN THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

NEW LOTS AND STREET DEDICATIONS CREATED BY THIS SUBDIVISION



LEGEND

- HEREBY DEDICATED
- BUILDING FOOT PRINT
- AREA OF PERPETUAL PUBLIC WAY EASEMENT
- EXISTING LOT LINES
- LINE BETWEEN SUBDIVISIONS
- PENDING DEDICATION
 - (R) = RECORD
 - (M) = MEASURED
 - A = ARC
 - R = RADIUS
 - CH = CHORD
 - CH B = CHORD BEARING
- CONCRETE MONUMENT (TO BE SET)
- 8" PIPE (TO BE SET)
- CROSS NOTCH (TO BE SET)
- R.O.W. = RIGHT OF WAY TRAFFIC FLOW



LOT AREA TABLE

LOT NO.	Sq. Feet	Acre
1	30688.53	2.40
2	19082.80	1.38
3	49790.86	1.13
4	75011.38	1.34
5	124278.85	4.06
6	139892.32	3.14
7 TOTAL	127448.28	2.93
PART FALLING WITHIN RIVER	39541.80	0.91
REMAINDER	87906.48	2.02
8 TOTAL	149919.99	4.00
PART FALLING WITHIN RIVER	38586.80	0.88
REMAINDER	111333.19	2.59
9	141332.28	3.20
10 TOTAL	230564.64	5.25
PART FALLING WITHIN RIVER	39942.20	0.91
REMAINDER	190622.44	4.39
Total Area =	1362781.78 square feet	or 31.40 acres, more or less

Total Area of Dedication = 129,208.78 square feet or 2.93 acres, more or less
 Total Area of Easement Reservation = 11,748.9 square feet or .267 acres, more or less

SURVEYOR'S NOTES
 Field measurements completed on OCTOBER 30, 2019.
 The adjacent boundary is shown TO-420' (Plat) and Development - 420' and North East corner of a roadway and Corridor (PARCEL 2) being shown TO-644' (Plat) Development 644' or per City of Chicago with site.
 Note: (R) & (M) represent Record and Measured distances respectively. All dimensions are measured unless noted otherwise.
 Corners of lots to be set or located in same and as shown report any differences BEFORE any work is done.
 For all matters, building lines and other restrictions set shown on survey and refer to your contract sheet. Contact the surveyor and/or the surveyor's office for any questions.
 NO dimensions shall be measured by water measurement when the job.
 Unless otherwise noted herein the Bearing, Elevation, Datum and Coordinate System shall be as shown.
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TABLE OF CONTENTS

- PAGE 1: NEW LOTS AND STREET DEDICATIONS
- PAGE 2: SURVEYING AND ADJOINING PROPERTY OF RECORD
- PAGE 3: SURVEY PARCELS, EXISTING EASEMENTS AND PHYSICAL IMPROVEMENTS
- PAGE 4: SURVEY PARCELS, EXISTING EASEMENTS AND PHYSICAL IMPROVEMENTS
- PAGE 5: SURVEY PARCELS, EXISTING EASEMENTS AND PHYSICAL IMPROVEMENTS
- PAGE 6: LEGAL DESCRIPTIONS OF BOUNDARY PROPERTY AND CERTIFICATIONS

Ref
 SEPT. 15, 2022

SEE SUBSEQUENT PAGES FOR UNDERLYING SURVEY INFORMATION IF DIMENSIONS AND EXISTING EASEMENTS AFFECTING NEW LOTS.
 MODIFICATION: ALL LOT CORNERS ESTABLISHED PRIOR TO PLAT RECORDATION INDICATED BY SYMBOL AND NOTATION.
 BY REBAR OR CROSS NOTCH TO BE SET AT REMAINING LOT CORNERS PER ILLINOIS STATE STATUTE AFTER PLAT RECORDATION AND LACK OF SETTING OR NOTED HEREON. LOT CORNERS FALLING WITHIN THE CHICAGO RIVER WILL NOT BE SET.

CREBLEY & BEIERMANN
 P.L.L.C.
 1400 W. BROADWAY, SUITE 1000
 CHICAGO, ILLINOIS 60606
 TEL: (312) 467-1000 FAX: (312) 467-1001
 WWW.CREBLEYANDBEIERMANN.COM

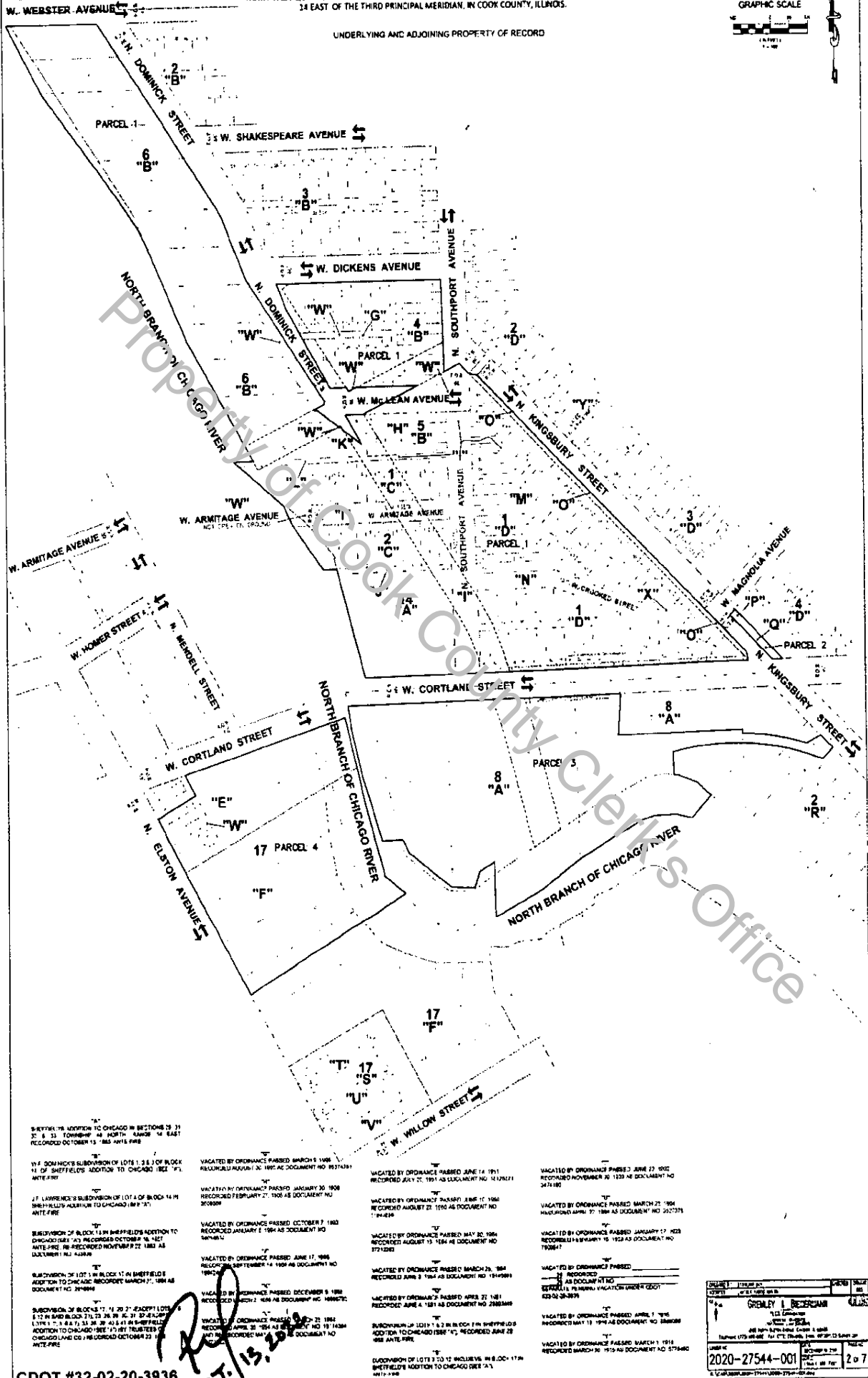
CREBLEY & BEIERMANN
 2020-27544-001
 SHEET 13 OF 17

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EXHIBIT "A"

LINCOLN YARDS NORTH RESUBDIVISION

BEING A RESUBDIVISION OF VARIOUS LOTS, BLOCKS AND VACATED PUBLIC RIGHTS OF WAY IN THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 43 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



SHEFFIELD'S ADDITION TO CHICAGO IN SECTIONS 29, 31, 32, & 33 TOWNSHIP 43 NORTH, RANGE 14 EAST RECORDED OCTOBER 15, 1885 AS FILE 288

W.F. DOMINICK'S SUBDIVISION OF LOTS 1, 3 & J OF BLOCK 11 OF SHEFFIELD'S ADDITION TO CHICAGO (SEE "F") ANTE-FIRE

J.F. LAWRENCE'S SUBDIVISION OF LOTS 4 OF BLOCK 14 IN SHEFFIELD'S ADDITION TO CHICAGO (SEE "F") ANTE-FIRE

SUBDIVISION OF BLOCK 14 IN SHEFFIELD'S ADDITION TO CHICAGO (SEE "F") RECORDED OCTOBER 16, 1921 ANTE-FIRE RECORDED NOVEMBER 27, 1922 AS DOCUMENT 181,439

SUBDIVISION OF LOT 1 IN BLOCK 17 IN SHEFFIELD'S ADDITION TO CHICAGO RECORDED MARCH 17, 1904 AS DOCUMENT NO. 28,998

SUBDIVISION OF BLOCKS 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100 IN SHEFFIELD'S ADDITION TO CHICAGO (SEE "F") RECORDED OCTOBER 23, 1885 ANTE-FIRE

VACATED BY ORDINANCE PASSED MARCH 9, 1906 RECORDED AUGUST 30, 1906 AS DOCUMENT NO. 837,924

VACATED BY ORDINANCE PASSED JANUARY 30, 1908 RECORDED FEBRUARY 27, 1908 AS DOCUMENT NO. 36,969

VACATED BY ORDINANCE PASSED OCTOBER 7, 1902 RECORDED JANUARY 2, 1904 AS DOCUMENT NO. 94,764

VACATED BY ORDINANCE PASSED JUNE 17, 1906 RECORDED SEPTEMBER 14, 1909 AS DOCUMENT NO. 199,702

VACATED BY ORDINANCE PASSED DECEMBER 8, 1906 RECORDED MARCH 2, 1908 AS DOCUMENT NO. 84,872

VACATED BY ORDINANCE PASSED MARCH 23, 1901 RECORDED APRIL 25, 1904 AS DOCUMENT NO. 194,591

VACATED BY ORDINANCE PASSED MARCH 23, 1904 RECORDED APRIL 25, 1904 AS DOCUMENT NO. 298,349

VACATED BY ORDINANCE PASSED APRIL 27, 1901 RECORDED JULY 27, 1901 AS DOCUMENT NO. 14,101

VACATED BY ORDINANCE PASSED MAY 17, 1906 RECORDED AUGUST 13, 1904 AS DOCUMENT NO. 374,089

VACATED BY ORDINANCE PASSED MARCH 29, 1904 RECORDED APRIL 3, 1904 AS DOCUMENT NO. 194,591

VACATED BY ORDINANCE PASSED APRIL 27, 1901 RECORDED APRIL 27, 1901 AS DOCUMENT NO. 298,349

VACATED BY ORDINANCE PASSED APRIL 7, 1906 RECORDED MAY 11, 1904 AS DOCUMENT NO. 298,349

VACATED BY ORDINANCE PASSED MARCH 1, 1910 RECORDED MARCH 1, 1910 AS DOCUMENT NO. 575,800

CDOT #32-02-20-3936

Handwritten signature and date:
 [Signature]
 APR 15, 2020

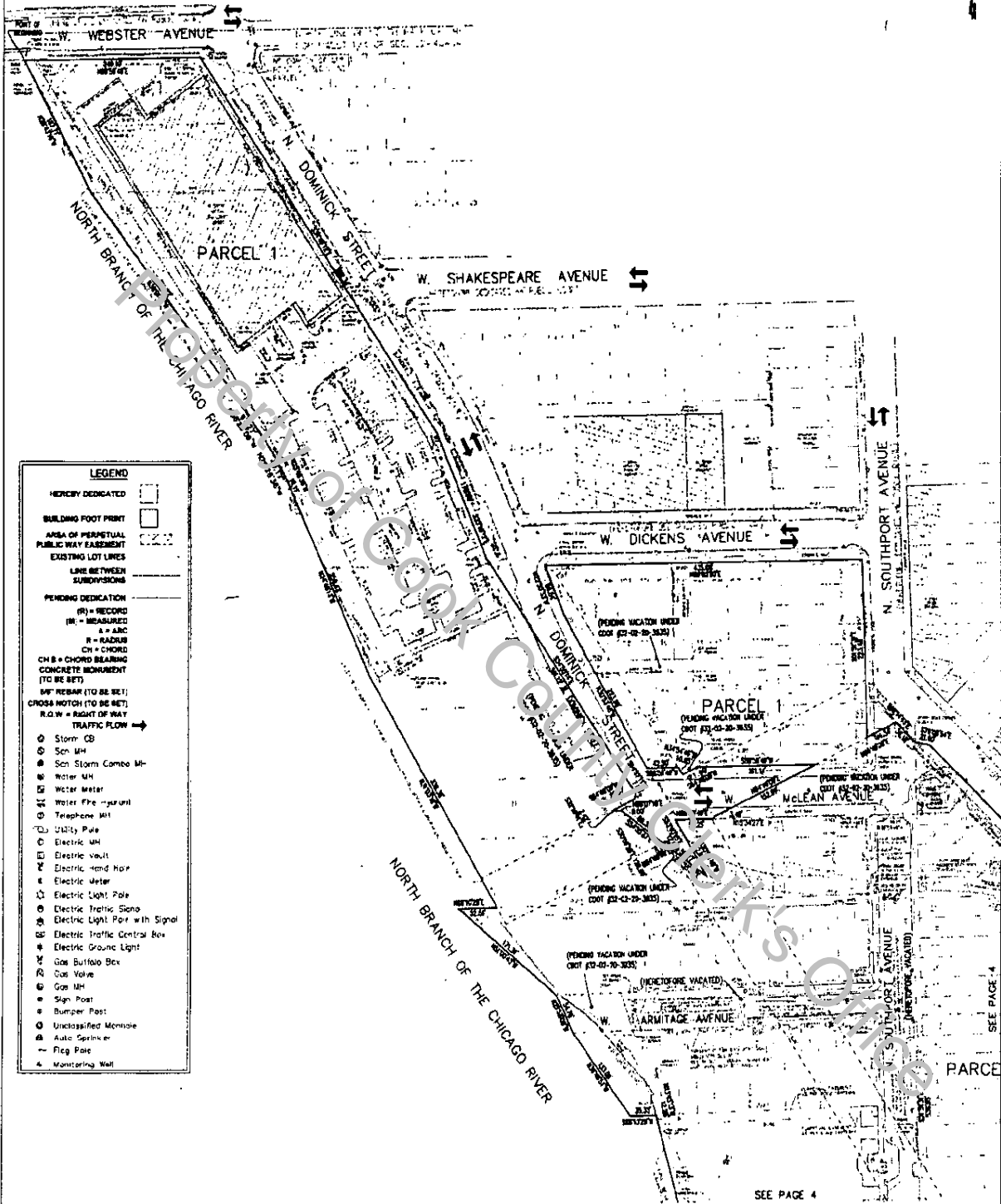
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COOK COUNTY CLERK'S OFFICE			
2020-27544-001			
2 of 7			

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LINCOLN YARDS NORTH RESUBDIVISION

BEING A RESUBDIVISION OF VARIOUS LOTS, BLOCKS AND VACATED PUBLIC RIGHTS OF WAY IN THE NORTHWEST QUARTER AND 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



LEGEND

- HERCULEY DEDICATED
- BUILDING FOOT PRINT
- AREA OF PERPETUAL PUBLIC WAY EASEMENT
- EXISTING LOT LINES
- LINE BETWEEN SUBDIVISIONS
- PENDING DEDICATION
 - (R) = RECORD
 - (M) = MEASURED
 - A = ARC
 - R = RADIUS
 - CH = CHORD
 - CH & B = CHORD BEARING
 - CONCRETE MONUMENT (TO BE SET)
 - MP REBAR (TO BE SET)
 - CROSS NOTCH (TO BE SET)
 - R.O.W = RIGHT OF WAY
 - TRAFFIC FLOW →
- Storm CB
- San MH
- San Storm Combe MH
- Water MH
- Water Meter
- Water Fire Hydrant
- Telephone MH
- Utility Pole
- Electric MH
- Electric vault
- Electric Hand Box
- Electric Meter
- Electric Light Pole
- Electric Traffic Sign
- Electric Light Pole with Signal
- Electric Traffic Central Box
- Electric Ground Light
- Gas Buffalo Box
- Gas Valve
- Gas MH
- Sign Post
- Bumper Post
- Unclassified Monument
- Auto Sprinkler
- Flag Pole
- Monitoring Well

NOTE 1: THE SERVIENT ESTATE DESCRIBED IN THE COVENANT FOR EASEMENT REC. APRIL 18, 1988 AS DOC #94263061 IS THE SAME PROPERTY VACATED BY ORDINANCE REC. JAN 5 1994 AS DOC #94214634.

NOTE 2: THE PREMISES DESCRIBED IN BELLEVUE COVENANT AGREEMENT REC. JAN 5, 1997 AS DOC #94316439 IS THE SAME PROPERTY VACATED BY ORDINANCE REC. JAN 5, 1994 AS DOC #94214634.

NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS WAS GRANTED OVER THE SERVIENT ESTATE NOTED ABOVE.

Ref
SEPT. 19, 2022

CDOT #32-02-20-3936

DEVELOPING NOTES
Final measurements performed on OCTOBER 14, 2016.

The adjoining property is owned "TO HAVE" Planned Development to all with Webster Avenue of Property and certain portions of Spring Street PD work Project and Ordinance 144, as the City of Chicago and so.

Note: All 2" dia. rebar placed and measured in accordance with all as shown and measured when measurements.

Lottery on 2016 REPAIR, starting by 2016 2016 2016, until only 2016 REPAIR 2016 2016.

All easements, building lines and other easements are shown as shown and as per attached field notes and all other field notes and specifications.

ALL DIMENSIONS SHOWN IN DIMENSIONS UNLESS OTHERWISE NOTED.

Unless otherwise indicated the Survey Data, Boundary, Datum and Co-ordinates Datum, 1 zone is ASSUMED.

COY-FRESH CRENSHAW & MEYERHART, INC. 3022 74th Avenue

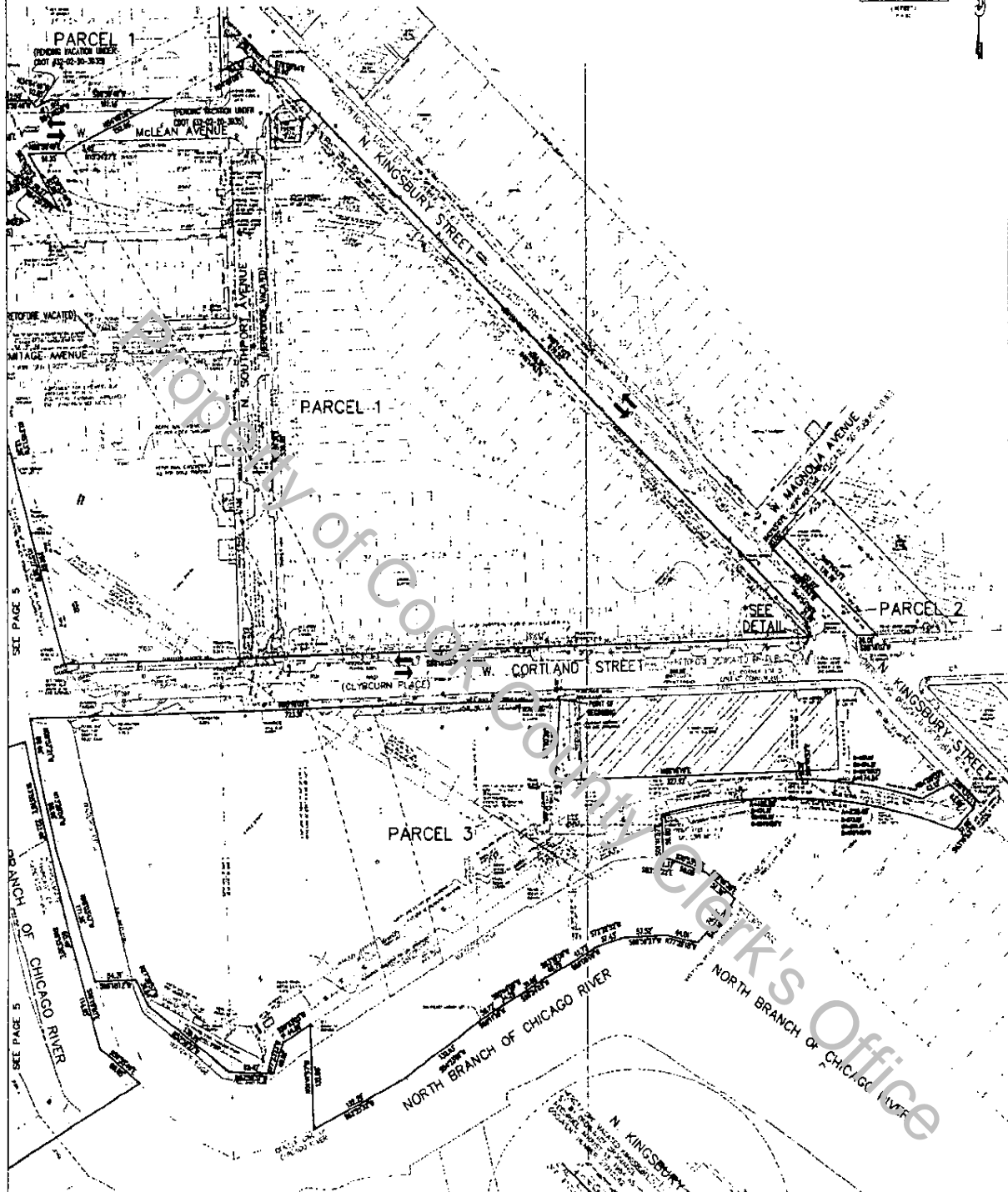
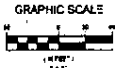
DATE OF ISSUE BY	DATE	SHEET
CRENSHAW & MEYERHART	09/19/2022	3 of 7
CRENSHAW & MEYERHART		
1120 North LaSalle Street, Suite 1000 Chicago, IL 60610 Tel: 312.329.1000 Fax: 312.329.1001		
PROJECT NO.	DATE OF ISSUE	SHEET
2020-27544-001	09/19/2022	3 of 7

UNOFFICIAL COPY

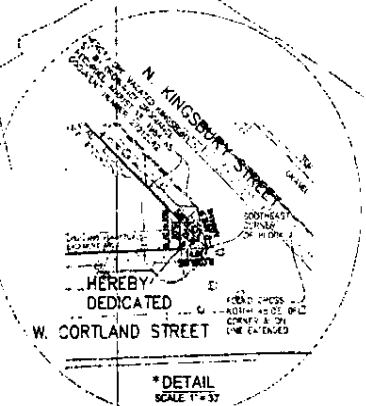
LINCOLN YARDS NORTH RESUBDIVISION

BEING A RESUBDIVISION OF VARIOUS LOTS, BLOCKS AND VACATED PUBLIC RIGHTS OF WAY IN THE NORTH-WEST QUARTER AND THE SOUTH-WEST 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



LEGEND	
HEREBY DEDICATED	SEE REBAR (TO BE SET) +
BUILDING FOOT PRINT	CROSS NOTCH (TO BE SET) +
AREA OF PERPETUAL PUBLIC WAY EASEMENT	R.O.W. = RIGHT OF WAY
EXISTING LOT LINES	TRAFFIC FLOW →
LINE BETWEEN SUBDIVISIONS	Storm CB
PENDING DEDICATION	San MH
(R) = RECORD	San Storm Combo MH
(M) = MEASURED	Water MH
A = ARC	Water Fire Hydrant
R = RADIUS	Telephone MH
CH = CHORD	Utility Pole
CH M = CHORD BEARING	Electric MH
(TO BE SET)	Electric Vault
	Electric Meter
	Electric Traffic Control Box
	Electric Ground Light
	Electric Light Pole
	Electric Traffic Signal
	Electric Light Pole with Signal
	Gas Burial Box
	Gas Valve
	Gas MH
	Sign Post
	Bumper Post
	Unconspicuous Manhole
	Auto Sp Inlet
	Flag Pole
	Monitoring Well



NOTE 1: THE SERVIENT ESTATE DESCRIBED IN THE AGREEMENT FOR EASEMENT RE APRIL 18, 1994 AS DOC #99283081 IS THE SHARED PROPERTY VACATED BY ORDINANCE REC JAN 5, 1994 AS DOC #9401421.

NOTE 2: THE PROPERTY DESCRIBED IN RESTRICTIVE COVENANT AGREEMENT REC JAN 5, 1994 AS DOC #9401421 IS THE SHARED PROPERTY VACATED BY ORDINANCE REC JAN 5, 1994 AS DOC #9401421.

CDOT #32-02-20-3936

Handwritten signature and date: 13, 2022

PROJECT #	32-02-20-3936	PROJECT NAME	LINCOLN YARDS NORTH RESUBDIVISION
DATE	01/13/2022	DRAWN BY	GREINLEY & BEIDERMAN
CHECKED BY		SCALE	AS SHOWN
DATE		PROJECT NO.	2020-27544-001
DATE		SHEET NO.	4 of 7

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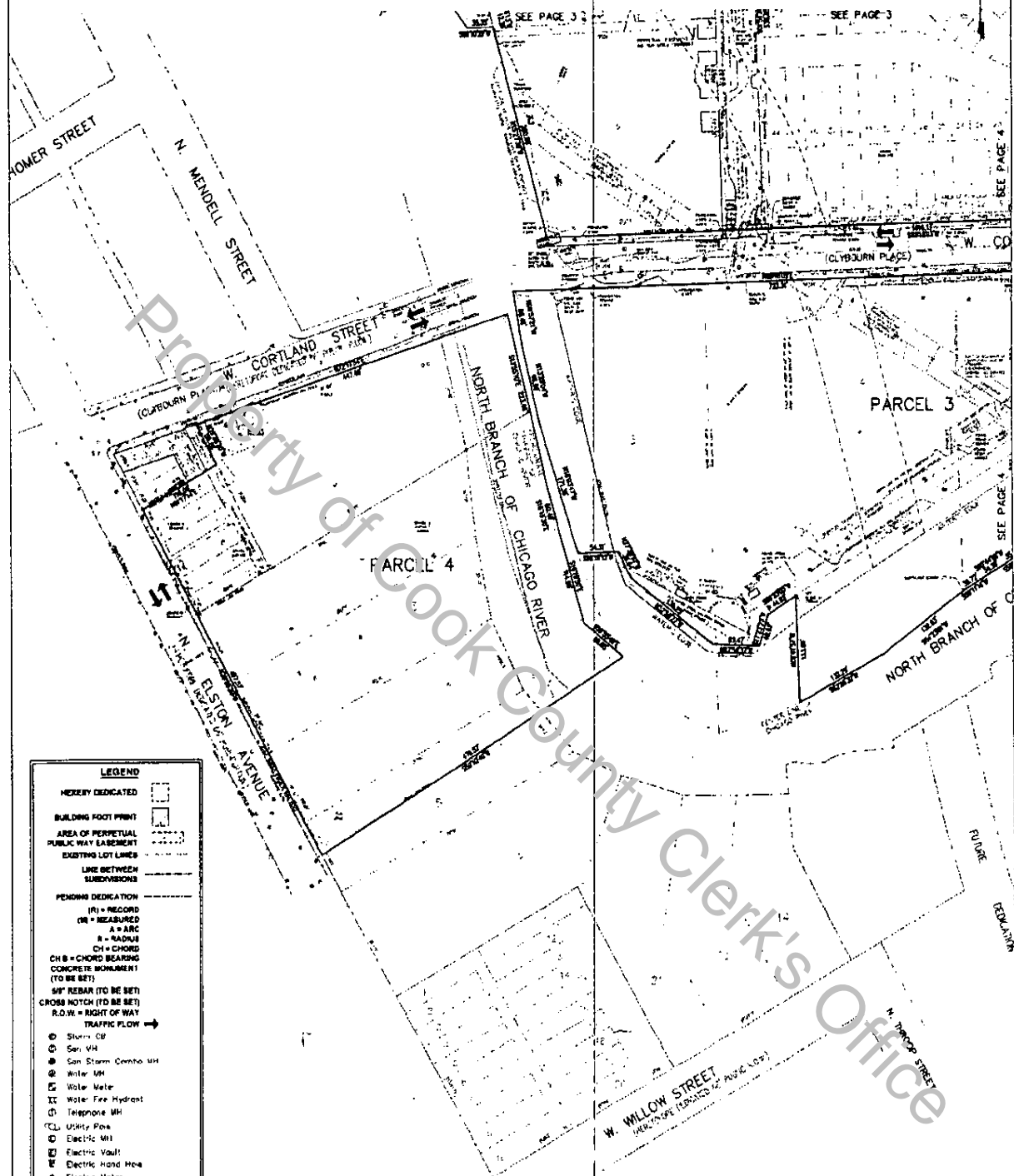
UNOFFICIAL COPY

EXHIBIT "A" LINCOLN YARDS NORTH RESUBDIVISION

BEING A RESUBDIVISION OF VARIOUS LOTS, BLOCKS AND VACATED PUBLIC RIGHTS OF WAY IN THE NORTHWEST QUARTER AND 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

HEREBY DEDICATED

BUILDING FOOT PRINT

AREA OF PERPETUAL PUBLIC WAY EASEMENT

EXISTING LOT LINES

LINE BETWEEN SUBDIVISIONS

PENDING DEDICATION

(R) = RECORD

(M) = MEASURED

A = ARC

R = RADIUS

CH = CHORD

CH B = CHORD BEARING

CONCRETE MONUMENT (TO BE SET)

6" REBAR (TO BE SET)

CROSS NOTCH (TO BE SET)

R.O.W. = RIGHT OF WAY

TRAFFIC FLOW →

- Storm CM
- San WM
- San Storm Conduit MH
- Water WM
- Water Meter
- Water Fire Hydrant
- Telephone MH
- Utility Pole
- Electric MH
- Electric Vault
- Electric Hand Hole
- Electric Meter
- Electric Light Pole
- Electric Traffic Sign
- Electric Light Pole with Sign
- Electric Traffic Control Box
- Electric Ground Light
- Gas Outlets Box
- Gas Valve
- Gas MH
- Sign Post
- Banner Post
- Unclassified Manhole
- Auto Sprinkler
- Flood Pole
- Monitoring Well

NOTE 1: THE SERMENT ESTATE DESCRIBED IN THE AGREEMENT FOR EASEMENTS REC. JAN 15, 1988 AS DOC. #86293631 IS THE SAME PROPERTY VACATED BY ORDINANCE REC. JAN 3, 1984 AS DOC. #84014634.

NOTE 2: THE PROMISES DESCRIBED IN RESTRICTIVE COVENANT AGREEMENT REC. JAN 5, 1994 AS DOC. #84014635 IS THE SAME PROPERTY VACATED BY ORDINANCE REC. JAN 3, 1984 AS DOC. #84014634.

HEREBY THE EASEMENT FOR PEDESTRIAN AND VEHICULAR ACCESS AND CROSS WAS GRANTED OVER THE SERMENT ESTATE NOTED ABOVE.

AREA OF PERPETUAL PUBLIC WAY EASEMENT

SEE PAGE 8

SURVEY NOTES

File measurements completed on OCTOBER 17, 2010

The adjoining parcels to parcel 3 are: (1) Parcel 2, (2) Parcel 4, (3) Parcel 5, (4) Parcel 6, (5) Parcel 7, (6) Parcel 8, (7) Parcel 9, (8) Parcel 10, (9) Parcel 11, (10) Parcel 12, (11) Parcel 13, (12) Parcel 14, (13) Parcel 15, (14) Parcel 16, (15) Parcel 17, (16) Parcel 18, (17) Parcel 19, (18) Parcel 20, (19) Parcel 21, (20) Parcel 22, (21) Parcel 23, (22) Parcel 24, (23) Parcel 25, (24) Parcel 26, (25) Parcel 27, (26) Parcel 28, (27) Parcel 29, (28) Parcel 30, (29) Parcel 31, (30) Parcel 32, (31) Parcel 33, (32) Parcel 34, (33) Parcel 35, (34) Parcel 36, (35) Parcel 37, (36) Parcel 38, (37) Parcel 39, (38) Parcel 40, (39) Parcel 41, (40) Parcel 42, (41) Parcel 43, (42) Parcel 44, (43) Parcel 45, (44) Parcel 46, (45) Parcel 47, (46) Parcel 48, (47) Parcel 49, (48) Parcel 50, (49) Parcel 51, (50) Parcel 52, (51) Parcel 53, (52) Parcel 54, (53) Parcel 55, (54) Parcel 56, (55) Parcel 57, (56) Parcel 58, (57) Parcel 59, (58) Parcel 60, (59) Parcel 61, (60) Parcel 62, (61) Parcel 63, (62) Parcel 64, (63) Parcel 65, (64) Parcel 66, (65) Parcel 67, (66) Parcel 68, (67) Parcel 69, (68) Parcel 70, (69) Parcel 71, (70) Parcel 72, (71) Parcel 73, (72) Parcel 74, (73) Parcel 75, (74) Parcel 76, (75) Parcel 77, (76) Parcel 78, (77) Parcel 79, (78) Parcel 80, (79) Parcel 81, (80) Parcel 82, (81) Parcel 83, (82) Parcel 84, (83) Parcel 85, (84) Parcel 86, (85) Parcel 87, (86) Parcel 88, (87) Parcel 89, (88) Parcel 90, (89) Parcel 91, (90) Parcel 92, (91) Parcel 93, (92) Parcel 94, (93) Parcel 95, (94) Parcel 96, (95) Parcel 97, (96) Parcel 98, (97) Parcel 99, (98) Parcel 100.

Compare all points before making any corrections and if any correction is necessary, the correction should be made to the original measurements.

For additional, existing lines and other information not shown on this plan, the owner should refer to the original survey and other records of the property.

All dimensions shown are in feet and inches unless otherwise noted.

Survey was conducted for the City of Chicago, Department of Public Works, Office of Engineering.

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Ref
9/13, 2022

CDOT #32-02-20-3936

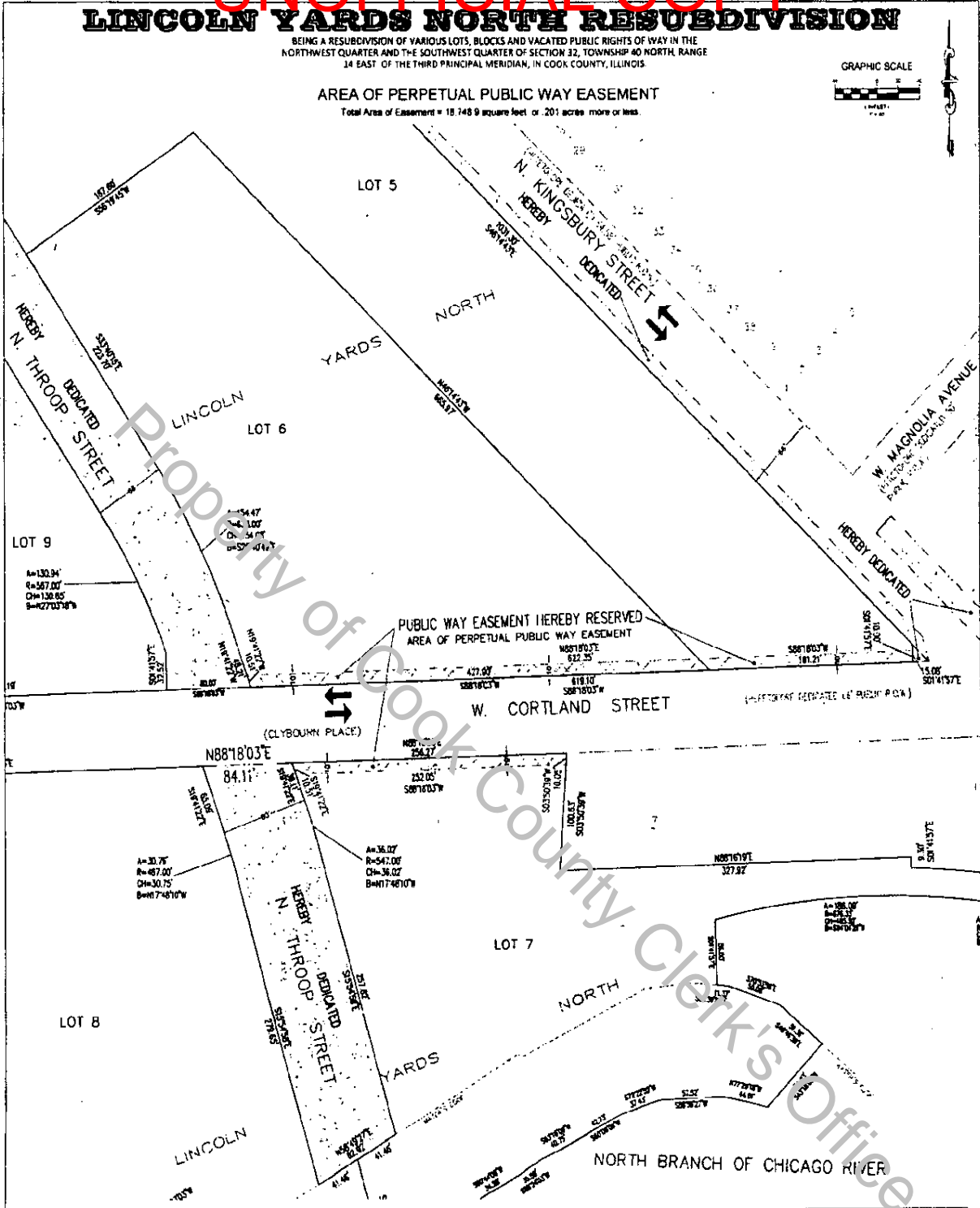
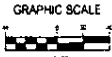
PROJECT NO.	DATE	SCALE	SHEET NO.
2020-27544-001	08/13/2022	AS SHOWN	5 of 7
LINCOLN & BEDERMAN 1111 N. LA SALLE ST., SUITE 200 CHICAGO, IL 60610 TEL: (773) 233-1100 FAX: (773) 233-1101 WWW.LINCOLN-AND-BEDERMAN.COM			

UNOFFICIAL COPY

LINCOLN YARDS NORTH RESUBDIVISION

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

AREA OF PERPETUAL PUBLIC WAY EASEMENT
Total Area of Easement = 18,748.9 square feet or .201 acres, more or less.



Property of Cook County Clerk's Office

LEGEND

- HEREBY DEDICATED
- BUILDING FOOT PRINT
- AREA OF PERPETUAL PUBLIC WAY EASEMENT
- EXISTING LOT LINES
- LINE BETWEEN SUBDIVISIONS
- PENDING DEDICATION
- (R) = RECORD
- (M) = MEASURED
- A = ARC
- R = RADIUS
- CH = CHORD
- CH B = CHORD BEARING
- CONCRETE ENCROACHMENT TO BE SET
- 6" REBAR (TO BE SET) + CROSS NOTCH (TO BE SET) + R.O.W. = RIGHT OF WAY
- TRAFFIC FLOW

DRAWER'S CERTIFICATE

ALLOY PROPERTY COMPANY, LLC (its duly elected, true and lawful agent) certifies that the above described plat was prepared by a duly licensed and qualified surveyor and is a true and correct copy of the original as shown to the undersigned.

SURVEYOR'S NOTES
Field measurements completed on OCTOBER 30, 2019.
The adjoining property is parcel 190-1439 (Planned Development 1439) with proposed name of Cortland and Cortland Parcels, 21 being parcel 190-1440 (Planned Development 1440) as per City of Chicago web site.
See PL 21-14-1439-1440 and Measured Interests respectively. All easements are recorded unless otherwise noted.
Concrete is poured BEFORE building is done and is done in accordance with the approved plans.
For more info, building lines and other measurements shown on survey plat refer to your official zoning codes, site plan and local building codes.
NO CONTRACTS SHALL BE ASSUMED BY ANY MEASUREMENT UPON THIS PLAT.
These drawings are issued under the Surveying, Planning and Consulting Division of ASSURED.

Ref
Sept. 13, 2022

CDOT #32-02-20-3936

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PROJECT NO. 2020-27544-001
DATE: 09/13/2022
DRAWN BY: J. BEIDERMAN
CHECKED BY: J. BEIDERMAN
SCALE: AS SHOWN
SHEET NO. 6 OF 7

UNOFFICIAL COPY

Exhibit B

Vacated Property

[Plat of Vacation attached]

COOK COUNTY
CLERK
RECORDING DIVISION

COOK COUNTY
CLERK
RECORDING DIVISION

COOK COUNTY
CLERK
RECORDING DIVISION

COOK COUNTY
CLERK
RECORDING DIVISION

Property of Cook County Clerk's Office

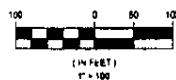
UNOFFICIAL COPY

EXHIBIT

PLAT OF VACATION

OF VARIOUS PARCELS IN THE WEST HALF OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

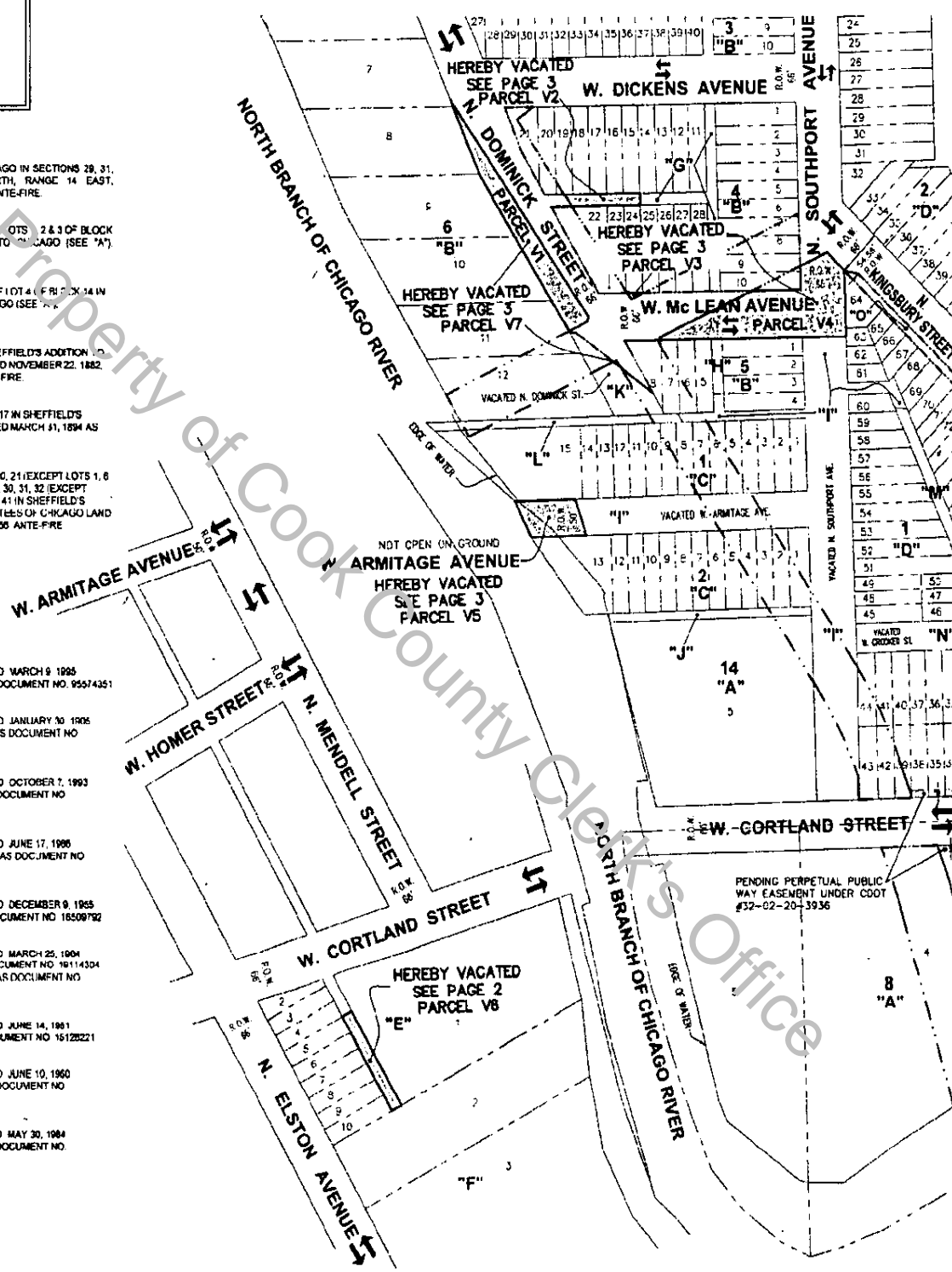
GRAPHIC SCALE



LEGEND

- HEREBY VACATED
- BUILDING FOOT PRINT
- EXISTING LOT LINES
- LINE BETWEEN SUBDIVISIONS
- PENDING DEDICATION AREA OF PERPETUAL PUBLIC WAY EASEMENT
- (R) = RECORD
- (M) = MEASURED
- RAD = RADIUS
- CH = CHORD
- CH B = CHORD BEARING
- R.O.W. = RIGHT OF WAY
- SET BY REBAR
- TRAFFIC FLOW

- "A" SHEFFIELD'S ADDITION TO CHICAGO IN SECTIONS 29, 31, 32 & 33 TOWNSHIP 40 NORTH, RANGE 14 EAST, RECORDED OCTOBER 13, 1853, ANTE-FIRE.
- "B" W.F. DOMINICK'S SUBDIVISION OF LOTS 2 & 3 OF BLOCK 14 OF SHEFFIELD'S ADDITION TO CHICAGO (SEE "A"), ANTE-FIRE.
- "C" J.F. LAWRENCE'S SUBDIVISION OF LOT 4 OF BLOCK 14 IN SHEFFIELD'S ADDITION TO CHICAGO (SEE "A"), ANTE-FIRE.
- "D" SUBDIVISION OF BLOCK 13 IN SHEFFIELD'S ADDITION TO CHICAGO (SEE "A"), RECORDED NOVEMBER 22, 1882, AS DOCUMENT NO. 43358, ANTE-FIRE.
- "E" SUBDIVISION OF LOT 1 IN BLOCK 17 IN SHEFFIELD'S ADDITION TO CHICAGO RECORDED MARCH 31, 1894 AS DOCUMENT NO. 2210850.
- "F" SUBDIVISION OF BLOCKS 17, 18, 20, 21 (EXCEPT LOTS 1, 8 & 12 IN SAID BLOCK 21), 23, 28, 29, 30, 31, 32 (EXCEPT LOTS 1, 2, 3, 8 & 7), 33, 38, 39, 40 & 41 IN SHEFFIELD'S ADDITION TO CHICAGO (BY TRUSTEES OF CHICAGO LAND CO.) RECORDED OCTOBER 22, 1855 ANTE-FIRE.
- "G" VACATED BY ORDINANCE PASSED MARCH 9, 1965 RECORDED AUGUST 30, 1965 AS DOCUMENT NO. 95574351.
- "H" VACATED BY ORDINANCE PASSED JANUARY 10, 1916 RECORDED FEBRUARY 27, 1905 AS DOCUMENT NO. 3558389.
- "I" VACATED BY ORDINANCE PASSED OCTOBER 7, 1903 RECORDED JANUARY 5, 1904 AS DOCUMENT NO. 94014834.
- "J" VACATED BY ORDINANCE PASSED JUNE 17, 1906 RECORDED SEPTEMBER 14, 1906 AS DOCUMENT NO. 19642469.
- "K" VACATED BY ORDINANCE PASSED DECEMBER 9, 1955 RECORDED MARCH 2, 1956 AS DOCUMENT NO. 16509792.
- "L" VACATED BY ORDINANCE PASSED MARCH 25, 1904 RECORDED APRIL 30, 1904 AS DOCUMENT NO. 19114304 AND RE-RECORDED MAY 7, 1904 AS DOCUMENT NO. 19121032.
- "M" VACATED BY ORDINANCE PASSED JUNE 14, 1961 RECORDED JULY 28, 1961 AS DOCUMENT NO. 16128221.
- "N" VACATED BY ORDINANCE PASSED JUNE 10, 1960 RECORDED AUGUST 22, 1960 AS DOCUMENT NO. 17943258.
- "O" VACATED BY ORDINANCE PASSED MAY 30, 1964 RECORDED AUGUST 13, 1964 AS DOCUMENT NO. 27212282.



Ref Sept 13, 2022

CDOT #32-02-20-3935

OWNER	CREMLEY & BIEDENHARN
PREPARED BY	...
DATE	...
PROJECT	2019-26965-001
SHEET	1 of 4

UNOFFICIAL COPY

EXHIBIT 5

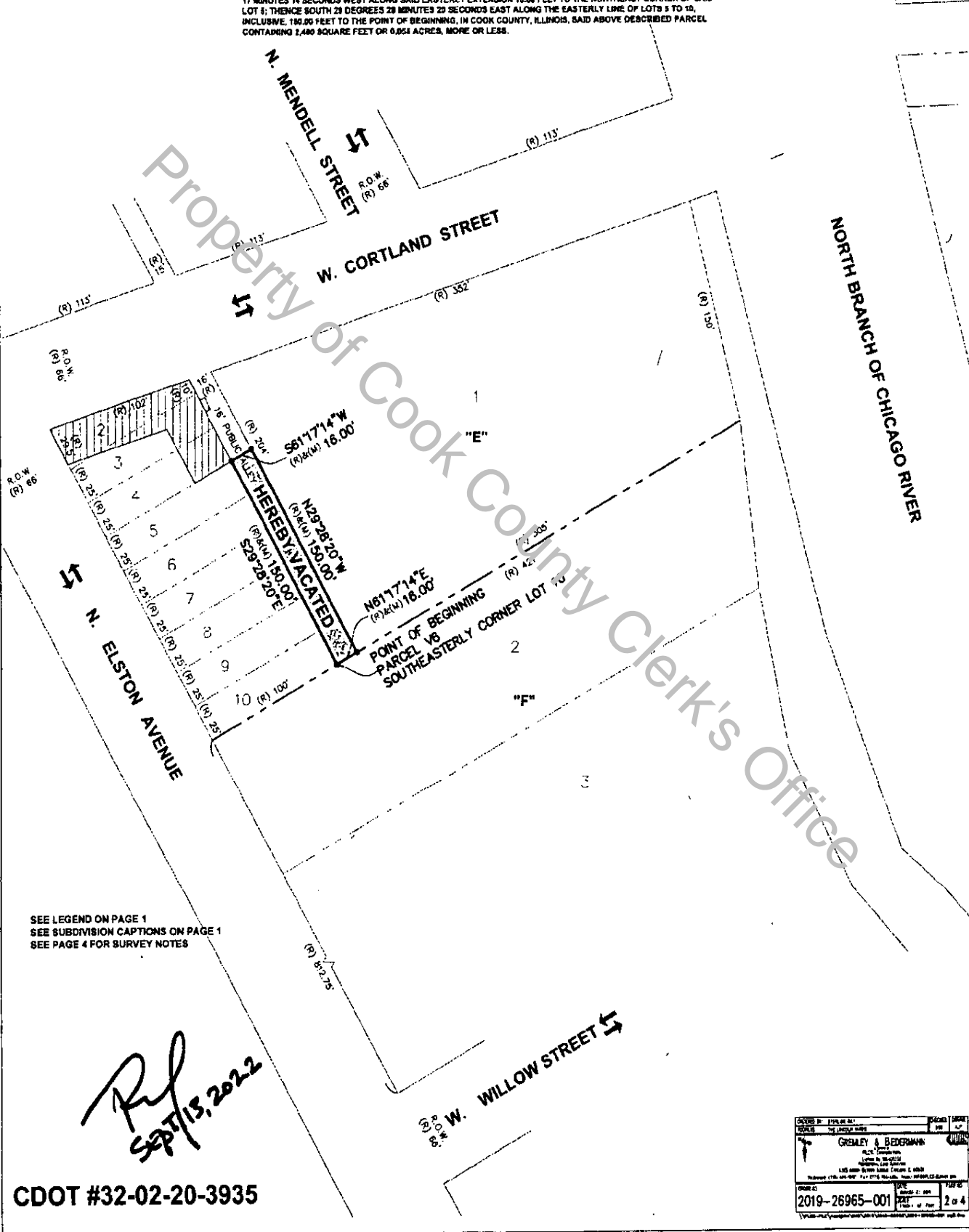
PLAT OF VACATION

LEGAL DESCRIPTION

ALL THAT (PARCEL V8) PART OF THE NORTH-SOUTHERLY 16 FOOT WIDE PUBLIC ALLEY LYING EASTERLY OF AND ADJOINING LOTS 5 TO 10, AND LYING WEST OF AND ADJOINING THAT PART OF LOT 1, ALL INCLUSIVE, IN THE SUBDIVISION OF LOT 1 OF BLOCK 17 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MARCH 21, 1884 AS DOCUMENT NUMBER 221686A, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 10 AFORESAID; THENCE NORTH 81 DEGREES 17 MINUTES 14 SECONDS EAST ALONG THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 10 AFORESAID 18.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1 IN THE SUBDIVISION OF LOT 1 OF BLOCK 17 AFORESAID; THENCE NORTH 29 DEGREES 28 MINUTES 20 SECONDS WEST ALONG SAID WESTERLY LINE OF LOT 1, A DISTANCE OF 150.00 FEET TO THE INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 8 AFORESAID; THENCE SOUTH 81 DEGREES 17 MINUTES 14 SECONDS WEST ALONG SAID EASTERLY EXTENSION 18.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 21 DEGREES 28 MINUTES 20 SECONDS EAST ALONG THE EASTERLY LINE OF LOTS 5 TO 10, INCLUSIVE, 146.85 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, SAID ABOVE DESCRIBED PARCEL CONTAINING 1,480 SQUARE FEET OR 0.054 ACRES, MORE OR LESS.

GRAPHIC SCALE



Property of Cook County Clerk's Office

SEE LEGEND ON PAGE 1
 SEE SUBDIVISION CAPTIONS ON PAGE 1
 SEE PAGE 4 FOR SURVEY NOTES

Rf
 5/15, 2022

CDOT #32-02-20-3935

OWNER: PUBLIC	SCALE: AS SHOWN
PROJECT: THE ALLEY	DATE: 5/15/22
GREMLEY & BERGMANN	
SURVEYORS	
1435 WEST NORTH LAKE STREET, CHICAGO, IL 60642	
TELEPHONE: (773) 462-9000 FAX: (773) 462-9000 EMAIL: INFO@G&B.COM	
PROJECT NO: 2019-26965-001	SHEET NO: 2 OF 4

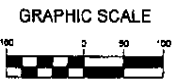
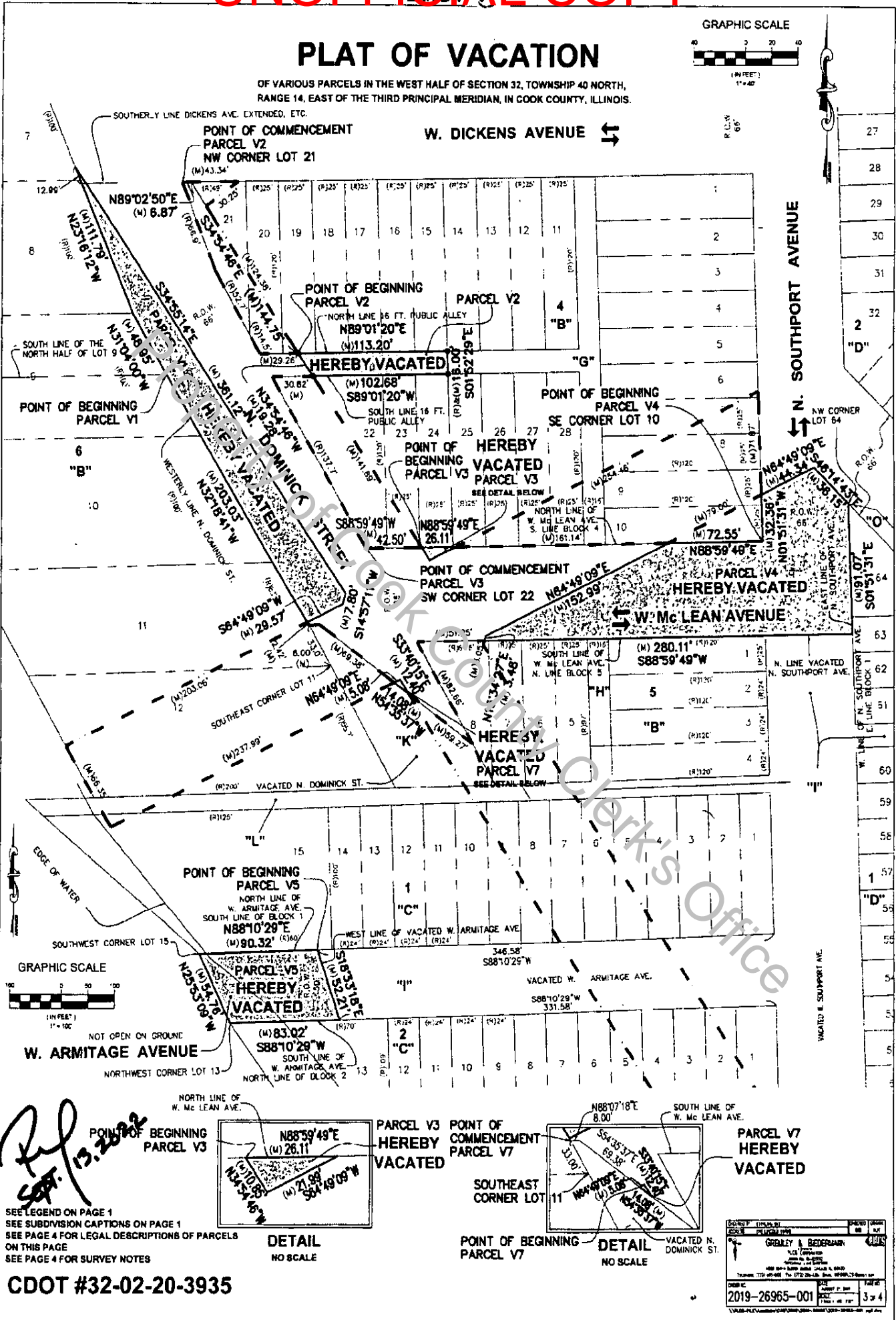
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EXHIBIT 3

PLAT OF VACATION

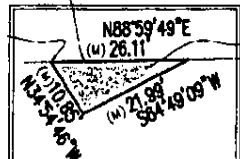
OF VARIOUS PARCELS IN THE WEST HALF OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

GRAPHIC SCALE

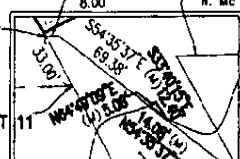


NOT OPEN ON GROUND
W. ARMITAGE AVENUE
NORTHWEST CORNER LOT 13

Ref. Sept. 13, 2002
POINT OF BEGINNING PARCEL V3



DETAIL
NO SCALE



DETAIL
NO SCALE

SEE LEGEND ON PAGE 1
SEE SUBDIVISION CAPTIONS ON PAGE 1
SEE PAGE 4 FOR LEGAL DESCRIPTIONS OF PARCELS ON THIS PAGE
SEE PAGE 4 FOR SURVEY NOTES

CDOT #32-02-20-3935

DATE	2019-09-03	SCALE	AS SHOWN
DRAWN BY	GREGORY A. BETERMANN		
CHECKED BY	[Signature]		
PROJECT NO.	2019-26965-001		
SHEET NO.	3	TOTAL SHEETS	4

UNOFFICIAL COPY

EXHIBIT B

PLAT OF VACATION

OF VARIOUS PARCELS IN THE WEST HALF OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LEGAL DESCRIPTION CONTINUED:

TOGETHER WITH (PARCEL V1) THAT PART OF N. DOMINICK STREET, 64 FOOT RIGHT OF WAY, LYING EASTERLY OF AND ADJOINING THAT PART OF LOT 7, LOTS 8 THRU 10, AND THAT PART OF LOT 11, ALL INCLUSIVE, IN BLOCK 8 IN W.F. DOMINICK'S SUBDIVISION, ANTE-FIRE, OF LOTS 1, 2 & 3 OF BLOCK 14 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTIONS 28, 29, 31, 32 & 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1883, ANTE-FIRE, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH HALF OF LOT 9 AFORESAID WITH THE WESTERLY LINE OF N. DOMINICK STREET; THENCE NORTH 21 DEGREES 34 MINUTES 06 SECONDS WEST ALONG SAID WESTERLY LINE 48.26 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE NORTH 23 DEGREES 16 MINUTES 12 SECONDS WEST 111.73 FEET TO A POINT 12.89 FEET NORTHERLY OF THE SOUTH LINE OF W. DICKENS AVENUE EXTENDED; THENCE SOUTH 24 DEGREES 06 MINUTES 14 SECONDS EAST 24.12 FEET; THENCE SOUTH 14 DEGREES 07 MINUTES 11 SECONDS WEST 7.99 FEET; THENCE SOUTH 64 DEGREES 49 MINUTES 09 SECONDS WEST 29.87 FEET TO THE WESTERLY LINE OF N. DOMINICK STREET AFORESAID, ALSO BEING ON THE EAST LINE OF LOT 11; THENCE NORTH 32 DEGREES 18 MINUTES 41 SECONDS WEST ALONG SAID WESTERLY LINE 23.63 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, SAID ABOVE DESCRIBED PARCEL CONTAINING 8,889 SQUARE FEET OR 0.206 ACRES, MORE OR LESS.

TOGETHER WITH (PARCEL V2) THAT PART OF THE EAST-WEST 14 FOOT WIDE PUBLIC ALLEY, LYING SOUTH OF AND ADJOINING LOTS 18 TO 16, INCLUSIVE, AND THAT PART OF LOT 19, AND LYING NORTH OF AND ADJOINING THAT PART OF LOT 22, ADJOINING THAT PART OF LOTS 23 AND 24, AND LYING WEST OF AND ADJOINING THAT PART OF THE 14 FOOT WIDE PUBLIC ALLEY HERETOFORE VACATED BY ORDINANCE 1883-374381, MARCH 9, 1988 AND RECORDED AUGUST 26, 1988 AS DOCUMENT # 9-274381; ALL IN BLOCK 4 IN W. F. DOMINICK'S SUBDIVISION, ANTE-FIRE, OF LOTS 1, 2 AND 3 IN BLOCK 14 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTIONS 28, 29, 31, 32 & 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1883, ANTE-FIRE, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 21 IN BLOCK 4 AFORESAID; THENCE NORTH 85 DEGREES 32 MINUTES 06 SECONDS EAST ALONG THE NORTH LINE OF BLOCK 4 AFORESAID 8.77 FEET; THENCE SOUTH 24 DEGREES 06 MINUTES 46 SECONDS EAST 144.73 FEET TO THE WESTERLY LINE OF SAID 14 FOOT WIDE PUBLIC ALLEY, ALSO BEING ON THE SOUTH LINE OF SAID LOT 18, AND THE POINT OF BEGINNING; THENCE NORTH 08 DEGREES 09 MINUTES 29 SECONDS EAST ALONG SAID NORTH LINE 11.23 FEET TO THE WEST LINE OF THAT PART OF SAID 14 FOOT WIDE PUBLIC ALLEY HERETOFORE VACATED BY ORDINANCE AFORESAID, AND BEING THE SOUTHEAST CORNER OF SAID LOT 15; THENCE NORTH 01 DEGREES 53 MINUTES 28 SECONDS EAST 48.06 FEET TO THE SOUTH LINE OF SAID 14 FOOT WIDE PUBLIC ALLEY, ALSO BEING THE NORTHEAST CORNER OF SAID LOT 24; THENCE SOUTH 89 DEGREES 01 MINUTES 20 SECONDS WEST ALONG SAID SOUTH LINE 182.84 FEET; THENCE NORTH 34 DEGREES 04 MINUTES 48 SECONDS WEST 18.28 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, SAID ABOVE DESCRIBED PARCEL CONTAINING 1,727 SQUARE FEET OR 0.040 ACRES, MORE OR LESS.

TOGETHER WITH (PARCEL V3) THAT PART OF W. McLEAN AVENUE, 60 FOOT RIGHT OF WAY, LYING SOUTH OF AND ADJOINING THAT PART OF LOTS 24 AND 25 IN BLOCK 4 IN W.F. DOMINICK'S SUBDIVISION, ANTE-FIRE, OF LOTS 1, 2 & 3 OF BLOCK 14 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTIONS 28, 29, 31, 32 & 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1883, ANTE-FIRE, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 22 IN BLOCK 4 AFORESAID, BEING ALSO ON THE NORTH LINE OF W. McLEAN AVENUE; THENCE NORTH 88 DEGREES 08 MINUTES 41 SECONDS EAST ALONG SAID NORTH LINE 43.60 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 24, AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 08 MINUTES 41 SECONDS EAST ALONG SAID NORTH LINE 28.14 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 25; THENCE SOUTH 64 DEGREES 04 MINUTES 48 SECONDS WEST 21.90 FEET; THENCE NORTH 34 DEGREES 04 MINUTES 48 SECONDS WEST 10.85 FEET TO THE NORTH LINE OF W. McLEAN AVENUE AND THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, SAID ABOVE DESCRIBED PARCEL CONTAINING 118 SQUARE FEET OR 0.003 ACRES, MORE OR LESS.

TOGETHER WITH (PARCEL V4) THAT PART OF N. SOUTHPORT AVENUE, 64 FOOT RIGHT OF WAY, LYING NORTH OF AND ADJOINING THAT PART OF N. SOUTHPORT AVENUE HERETOFORE VACATED BY ORDINANCE RECORDED JANUARY 8, 1964 AS DOCUMENT NUMBER 894434, LYING WEST OF AND ADJOINING BLOCK 1 IN THE SUBDIVISION OF BLOCK 13 IN SHEFFIELD'S ADDITION TO CHICAGO ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 22, 1982, AS DOCUMENT # 433833, ANTE-FIRE, AND LYING EAST OF AND ADJOINING BLOCK 4 IN W.F. DOMINICK'S SUBDIVISION, ANTE-FIRE, OF LOTS 1, 2 & 3 OF BLOCK 14 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTIONS 28, 29, 31, 32 & 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1883, ANTE-FIRE, TOGETHER WITH THAT PART OF W. McLEAN AVENUE, 64 FOOT RIGHT OF WAY, LYING WEST OF AND ADJOINING SOUTHPORT AVENUE AFORESAID, LYING SOUTH OF AND ADJOINING BLOCK 4 AND LYING NORTH OF AND ADJOINING BLOCK 8 ALL IN W.F. DOMINICK'S SUBDIVISION AFORESAID, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 18 IN BLOCK 4 AFORESAID, BEING ON THE NORTH LINE OF W. McLEAN AVENUE AND THE WEST LINE OF N. SOUTHPORT AVENUE; THENCE NORTH 01 DEGREES 51 MINUTES 31 SECONDS WEST ALONG THE WEST LINE OF N. SOUTHPORT AVENUE 22.36 FEET; THENCE NORTH 48 DEGREES 48 MINUTES 08 SECONDS EAST 43.34 FEET; THENCE SOUTH 48 DEGREES 14 MINUTES 45 SECONDS EAST 26.15 FEET TO THE NORTHEAST CORNER OF LOT 64 IN BLOCK 1 IN THE SUBDIVISION OF BLOCK 13 IN SHEFFIELD'S ADDITION TO CHICAGO AFORESAID, BEING ALSO ON THE EAST LINE OF N. SOUTHPORT AVENUE; THENCE SOUTH 01 DEGREE 51 MINUTE 31 SECONDS EAST ALONG SAID EAST LINE 91.87 FEET TO THE NORTH LINE OF HERETOFORE VACATED N. SOUTHPORT AVENUE AFORESAID; THENCE SOUTH 08 DEGREES 30 MINUTES 49 SECONDS WEST ALONG SAID NORTH LINE OF W. McLEAN AVENUE AND THE EASTERN EXTENSION OF THE SOUTH LINE OF W. McLEAN AVENUE AND THE NORTH LINE OF BLOCK 5 AFORESAID, 288.11 FEET; THENCE NORTH 11 DEGREES 34 MINUTES 27 SECONDS EAST 3.68 FEET; THENCE NORTH 64 DEGREES 48 MINUTES 08 SECONDS EAST 152.89 FEET TO THE SOUTH LINE OF W. McLEAN AVENUE, ALSO BEING THE SOUTH LINE OF SAID BLOCK 4; THENCE NORTH 89 DEGREES 09 MINUTES 49 SECONDS EAST ALONG SAID NORTH LINE 72.85 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, SAID ABOVE DESCRIBED PARCEL CONTAINING 18,841 SQUARE FEET OR 0.429 ACRES, MORE OR LESS.

TOGETHER WITH (PARCEL V5) THENCE PART OF W. ARMITAGE AVENUE, 60 FOOT RIGHT OF WAY, LYING WEST OF AND ADJOINING THAT PART OF W. ARMITAGE AVENUE HERETOFORE VACATED BY ORDINANCE RECORDED JANUARY 8, 1964 AS DOCUMENT NUMBER 894434, LYING SOUTH OF AND ADJOINING BLOCK 4 IN W.F. DOMINICK'S SUBDIVISION, ANTE-FIRE, OF LOT 4 OF BLOCK 14 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTIONS 28, 29, 31, 32 & 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1883, ANTE-FIRE, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF W. ARMITAGE AVENUE (ALSO BEING THE SOUTH LINE OF SAID BLOCK 1) WITH THE WEST

LINE OF HERETOFORE VACATED W. ARMITAGE AVENUE AFORESAID, BEING A POINT 348.89 FEET WEST OF THE WEST LINE OF HERETOFORE VACATED N. SOUTHPORT AVENUE, VACATED BY ORDINANCE RECORDED JANUARY 8, 1964 AS DOCUMENT NUMBER 894434; THENCE SOUTH 18 DEGREES 33 MINUTES 18 SECONDS EAST 62.51 FEET ALONG SAID WEST LINE OF HERETOFORE VACATED W. ARMITAGE AVENUE TO THE SOUTH LINE OF W. ARMITAGE AVENUE (ALSO BEING THE NORTH LINE OF SAID BLOCK 2) BEING A POINT 331.89 FEET WEST OF THE WEST LINE OF HERETOFORE VACATED N. SOUTHPORT AVENUE AFORESAID; THENCE SOUTH 88 DEGREES 18 MINUTES 29 SECONDS WEST ALONG SAID SOUTH LINE 82.83 FEET TO THE NORTHWEST CORNER OF LOT 13 IN BLOCK 3 AFORESAID; THENCE NORTH 26 DEGREES 03 MINUTES 09 SECONDS WEST 54.76 FEET TO THE SOUTHWEST CORNER OF LOT 14 IN BLOCK 1 AFORESAID, BEING ALSO ON THE NORTH LINE OF W. ARMITAGE AVENUE; THENCE NORTH 08 DEGREES 10 MINUTES 29 SECONDS EAST ALONG SAID NORTH LINE 94.32 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, SAID ABOVE DESCRIBED PARCEL CONTAINING 4,333 SQUARE FEET OR 0.099 ACRES, MORE OR LESS.

AND TOGETHER WITH (PARCEL V7) THAT PART OF N. DOMINICK STREET, 64 FOOT RIGHT OF WAY, LYING EASTERLY OF AND ADJOINING THAT PART N. DOMINICK STREET HERETOFORE VACATED BY ORDINANCE RECORDED AS DOCUMENT NUMBER 1883-374381, IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING ON THE WEST LINE OF N. DOMINICK STREET AT A POINT 33 FEET NORTHERLY OF THE SOUTHEAST CORNER OF LOT 11 IN BLOCK 8 IN W.F. DOMINICK'S SUBDIVISION, ANTE-FIRE, OF LOTS 1, 2 & 3 OF BLOCK 14 OF SHEFFIELD MINUTES 8 ADDITION TO CHICAGO IN SECTIONS 28, 31, 32 & 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1883, ANTE-FIRE, BEING ALSO A POINT ON A NORTHERLY LINE OF HERETOFORE VACATED DOMINICK STREET AFORESAID; THENCE NORTH 83 DEGREES 07 MINUTES 18 SECONDS EAST ALONG SAID NORTHERLY LINE 9.06 FEET TO THE NORTHEASTERLY LINE THEREOF; THENCE SOUTH 34 DEGREES 38 MINUTES 37 SECONDS EAST ALONG SAID NORTHEASTERLY LINE 88.38 FEET TO THE POINT OF BEGINNING; THENCE NORTH 64 DEGREES 49 MINUTES 09 SECONDS EAST 6.64 FEET; THENCE SOUTH 33 DEGREES 48 MINUTES 15 SECONDS EAST 12.48 FEET TO THE NORTHEASTERLY LINE OF HERETOFORE VACATED DOMINICK STREET AFORESAID; THENCE NORTH 04 DEGREES 33 MINUTES 27 SECONDS WEST ALONG SAID NORTHEASTERLY LINE 14.64 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, SAID ABOVE DESCRIBED PARCEL CONTAINING 31 SQUARE FEET OR 0.001 ACRES, MORE OR LESS.

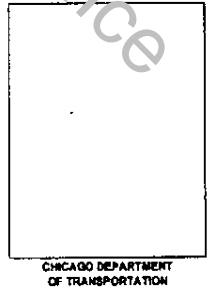
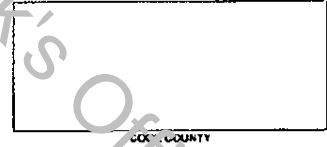
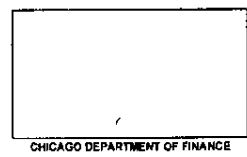
TOTAL AREA OF THE ABOVE DESCRIBED PARCELS = 33,959 SQUARE FEET, OR 0.78 ACRES, MORE OR LESS.

AFFECTED PARCS:

- 14-32-120-004 AFFECTS LOTS 9-11 IN BLOCK 6 IN "B"
- 14-32-120-006 AFFECTS LOTS 7-9 IN BLOCK 6 IN "B"
- 14-32-130-003 AFFECTS LOT 19 IN BLOCK 4 IN "B"
- 14-32-130-004 AFFECTS LOT 18 IN BLOCK 4 IN "B"
- 14-32-130-005 AFFECTS LOT 17 IN BLOCK 4 IN "B"
- 14-32-130-006 AFFECTS LOT 16 IN BLOCK 4 IN "B"
- 14-32-130-007 AFFECTS LOT 15 IN BLOCK 4 IN "B"
- 14-32-130-012 AFFECTS LOT 22 IN BLOCK 4 IN "B"
- 14-32-130-013 AFFECTS LOTS 23 IN BLOCK 4 IN "B"
- 14-32-130-014 AFFECTS LOT 24 IN BLOCK 4 IN "B"
- 14-32-130-026 AFFECTS LOT 10 IN BLOCK 4 IN "B"
- 14-32-130-027 AFFECTS LOT 9 IN BLOCK 4 IN "B"
- 14-32-131-001 AFFECTS LOTS 63-64 IN BLOCK 1 IN "D"
- 14-32-135-001 AFFECTS LOTS 5-7 IN BLOCK 6 IN "B"
- 14-32-135-003 AFFECTS VACATED ALLEY "H"
- 14-32-135-004 AFFECTS LOT 1 IN BLOCK 5 IN "B"
- 14-32-135-013 AFFECTS LOT 13 IN BLOCK 1 IN "C"
- 14-32-135-018 AFFECTS VACATED ARMITAGE "I" & VACATED SOUTHPORT "J"
- 14-32-135-019 AFFECTS VACATED ARMITAGE "I"
- 14-32-138-001 AFFECTS LOT 13 IN BLOCK 2 IN "C"
- 14-32-302-005 AFFECTS LOT 1 IN "E", AFFECTS LOT 2 IN "F"
- 14-32-302-010 AFFECTS LOTS 7-10 IN "E"
- 14-32-302-011 AFFECTS LOTS 5-7 IN "E"

PARCEL AREA TABLE

PARCEL	Sq. Feet	Acres
V1	8685	0.199
V2	1727	0.040
V3	118	0.003
V4	16661	0.382
V5 (TOTAL)	4333	0.099
PART FALLING WITHIN RIVER	1196	0.027
REMAINDER	3137	0.072
V6	2400	0.055
V7	31	0.001
Total Area	33,959 square feet	or 0.78 acres, more or less



PREPARED FOR / MAIL TO:

STERLING BAY
333 N. GREEN ST., SUITE 1100
CHICAGO IL 60607

SURVEYOR'S NOTES:

Field measurements completed on APRIL 19, 2019

The adjoining property is zoned "PD-1439" (Planned Development 1439) as per client

Note (R) & (M) denotes Record and Measured distances respectively. All dimensions are measured unless noted otherwise.

Distances are marked in feet and decimal parts thereof. Compare all points BEFORE 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 abstract, deed contract, title policy and local building law regulations

NO dimensions shall be assumed by scale measurement upon the plat

Improvements (except for building foot print) are not shown at the clients request

Unless otherwise noted hereon the Bearing Basis, Elevation Datum and Coordinate Datum if used is ASSUMED

Monuments set are at the corner unless otherwise noted

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State of Illinois
County of Cook

We GREMLEY & BIEDERMANN, INC. hereby certify that we have surveyed the herein described property and that the plat hereon drawn is a correct representation of said survey conducted at a temperature of 62° Fahrenheit

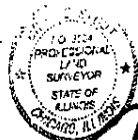
This professional service conforms to the current Illinois minimum standards for a boundary survey.

Field measurements completed on AUGUST 5, 2021.

Signed on SEPTEMBER 13, 2022

By: *[Signature]*

Professional Illinois Land Surveyor No. 3584
My license expires November 30, 2022
DESIGN FIRM LICENSE NO. 184-005332
EXPIRATION DATE: APRIL 30, 2023



CDOT #32-02-20-3935

GREMLEY & BIEDERMANN
1400 North LaSalle Street, Suite 4000
Chicago, IL 60610
Phone: (773) 686-5557 Fax: (773) 686-5558 Email: info@gremlay.com

2019-26965-001

4 of 4

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EXHIBIT C

FORM OF RELEASE

RELEASE DEED

CITY OF CHICAGO, an Illinois home rule municipal corporation (the "City"), in consideration of the sum of One Dollar (\$1.00), and other valuable consideration, the receipt which is hereby acknowledged, does hereby RELEASE and QUITCLAIM to ALLOY PROPERTY COMPANY, LLC, a Delaware limited liability company, and to ALLOY PROPERTY COMPANY 2, LLC, a Delaware limited liability company, and to each of their successors and assigns forever, all the City's right, title and interest, in and to the following real estate situated in Cook County, State of Illinois:

Rights granted by _____ recorded as Doc. No. _____ on _____, in through the following real property:

[Insert legal description here] ("Release Area")

This release is subject to the rights of the State of Illinois, City of Chicago and the public in and to any dedication of public way included in the Release Area.

PIN:

Address: _____, Chicago, Illinois 60614

IN WITNESS WHEREOF, the City has caused this deed to be duly executed as of the _____ day of _____, 20_____.

By:

Commissioner,
Department of Transportation

[Notary]

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EXHIBIT D

PLAZA MAINTENANCE EASEMENTS AREA

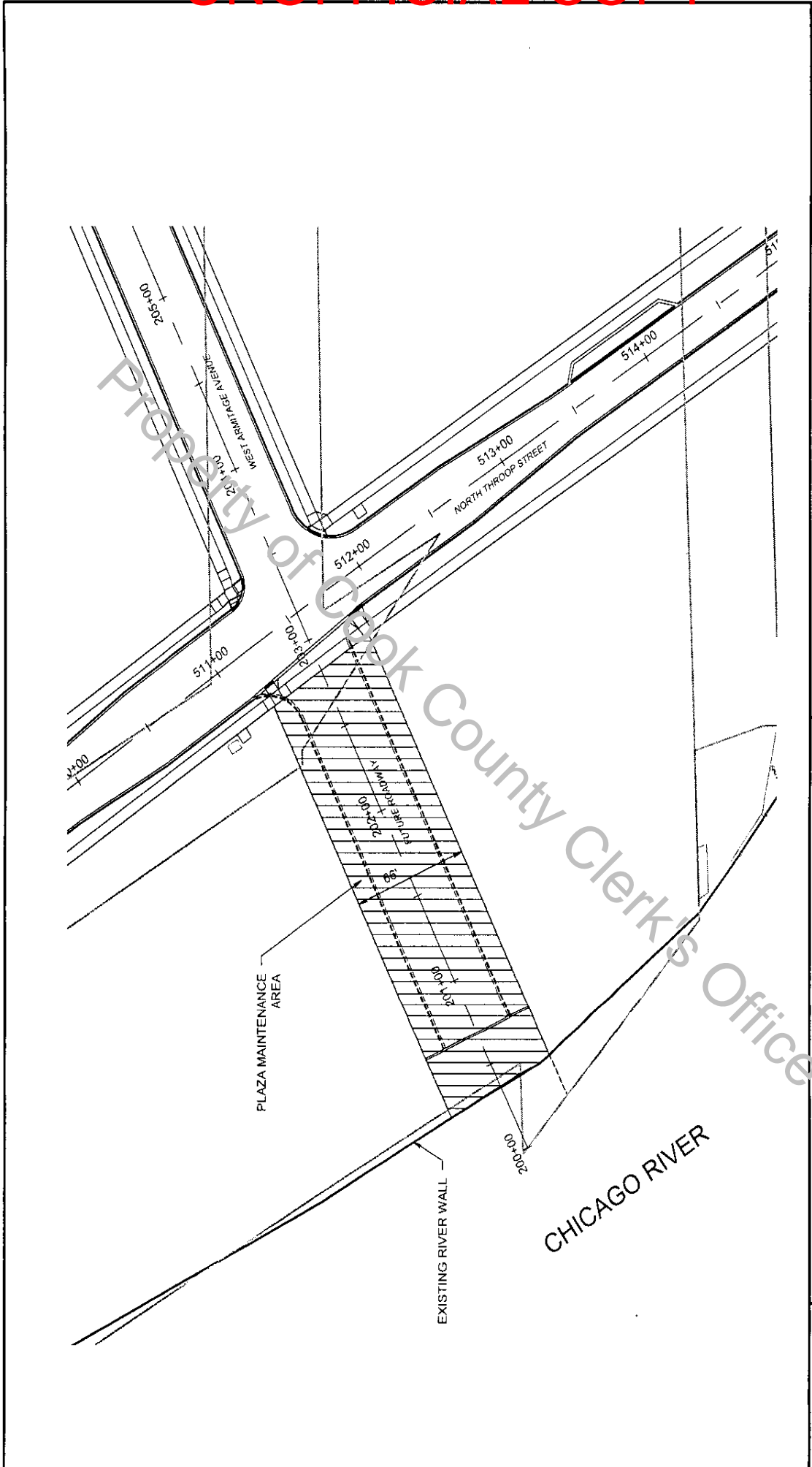
COOK COUNTY
RECORDING CLERK
COOK COUNTY
RECORDING CLERK
RECORDING DIVISION

COOK COUNTY
RECORDING CLERK
RECORDING DIVISION

COOK COUNTY
RECORDING CLERK
RECORDING DIVISION

Property of Cook County Clerk's Office

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**PLAZA MAINTENANCE
AREA EXHIBIT**

DATE: 00-00-00

E:\2006\05\23\06232L\1\2\Drawings\ACAD\1\05\04\Misc Drawings\Armitage Plaza\Armitage Plaza Exhibit.dwg 6/6/2002

LINCOLN YARDS NORTH

CHICAGO

ILLINOIS

7225 James Avenue
Woodridge, IL 60517
630.724.9200 phone
www.v3is.com

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EXHIBIT E

CORTLAND EASEMENT AREA

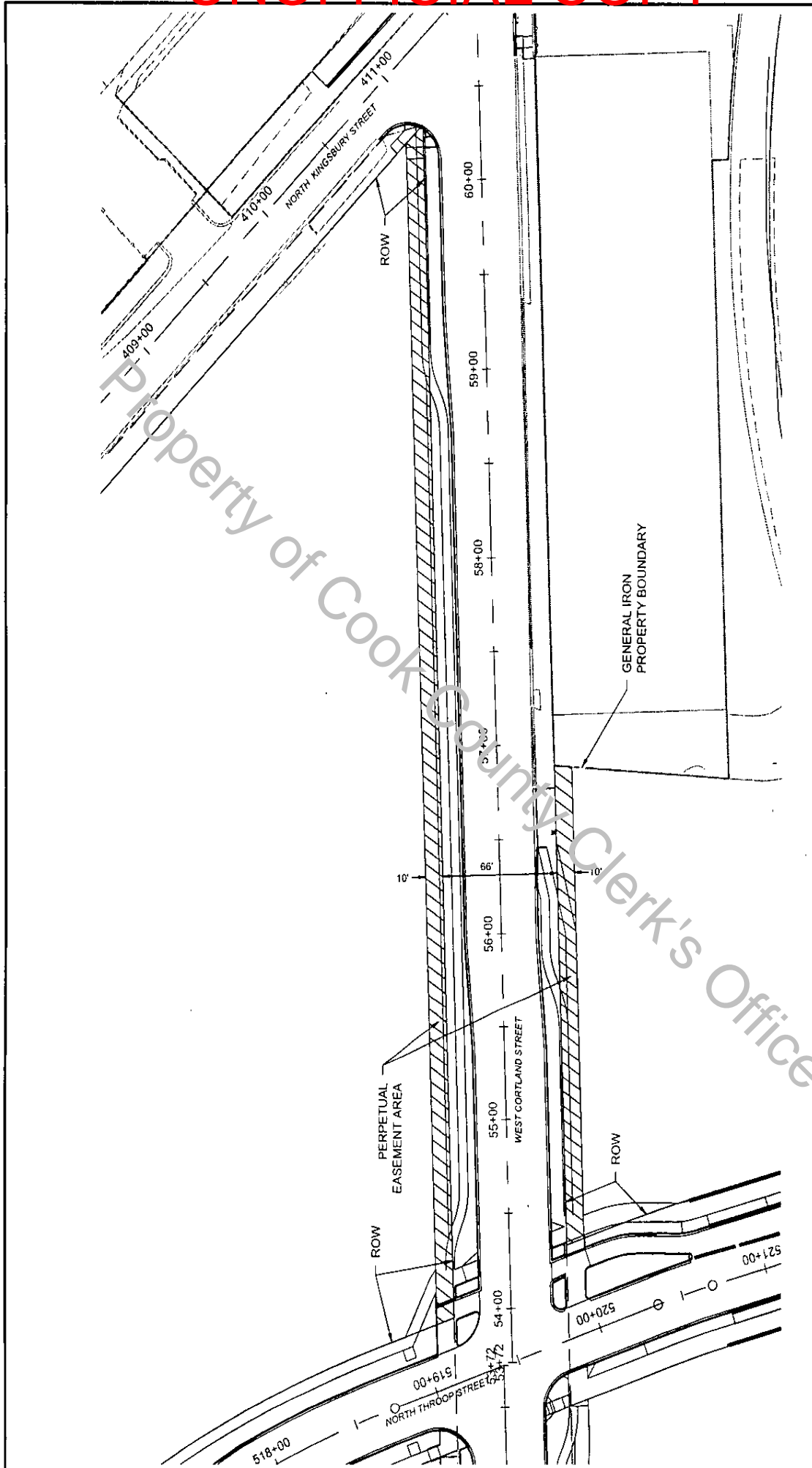
COOK COUNTY
CLERK
RECORDING DIVISION

Property of COOK County Clerk's Office

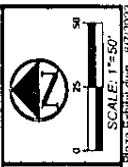
COOK COUNTY
CLERK
RECORDING DIVISION

COOK COUNTY
CLERK
RECORDING DIVISION

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Property of Cook County Clerk's Office



CORTLAND PERPETUAL EASEMENT AREA EXHIBIT

DATE: 06-07-22
 N:\2050623\06232\YN20\Drawings\ACAD\DIS\Misc Drawings\Cortland Easement\Cortland Plaza Exhibit.dwg 8/7/2022

LINCOLN YARDS NORTH

CHICAGO, ILLINOIS

7375 Main Avenue
 Montpelier, VT 05602
 802 224-9700 phone
 www.vdot.com

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EXHIBIT F

Insurance Requirements Department of Transportation Lincoln Yard (NORTH) Easement

The Developer must provide and maintain at the Developer's own expense, or cause to be provided, during the term of the Agreement and during the time period following completion if the Developer is required to return and perform any additional work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services or operations related to the Agreement.

A. INSURANCE REQUIRED

1) Workers Compensation and Employers Liability (Primary and Umbrella)

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a work, services or operations under this Agreement and Employers Liability coverage with limits of not less than \$1,000,000 each accident, \$1,000,000 disease-policy limit, and \$1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

The Developer may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$2,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to, the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion) explosion, collapse, underground, separation of insureds, defense, contractual liability (not to include endorsement CG 21 39 or equivalent).

The City must be provided additional insured status with respect to liability arising out of the Developer work, services or operations and completed operations performed on behalf of the Developer. Such additional insured coverage must be provided on ISO form CG 2037 10 01 or on an endorsement form at least as broad for ongoing operations and completed operations. The City's additional insured status must apply to liability and defense of suits arising out of the Developer's acts or omissions, whether such liability is attributable to the City. The full policy limits and scope of protection also will apply to the City as additional insureds, even if they exceed the City's minimum limits required herein. The Developer's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

The Developer may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

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3) Automobile Liability (Primary and Umbrella)

The Developer must maintain Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. 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 loading and unloading. The City is to be named as an additional insured on a primary, non-contributory basis.

The Developer may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

4) Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$10,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. 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.

The Developer may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.

5) Builders Risk

When the Developer undertakes any construction, including improvements, betterments, and/or repairs, the Developer must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, fixtures that are or will be part of the permanent facility/project. Coverages must include but are not limited to, the following: material stored off-site and in-transit, water including overflow, leakage, sewer backup or seepage, damage to adjoining and existing property, collapse, debris removal and faulty workmanship or materials.

6) Valuable Papers

When any plans, designs, drawings, media, data, specifications, and other documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever and must have limits sufficient to pay for the re-creation and reconstruction of such records.

7) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work, services, or operations in connection with this project/agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained

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with limits of not less than \$2,000,000. Coverage must include, but not be limited to, pollution liability if environmental site assessments are conducted. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

8) Railroad Protective Liability

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

9) Contractor's Pollution Liability

When any work, services, or operations performed involves a potential pollution risk that may arise from the operations of the Developer's scope of services Contractor's Pollution Liability must be provided or caused 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 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 project. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City to be named as additional insureds.

B. ADDITIONAL REQUIREMENTS

Evidence of Insurance. The Developer must furnish the City, Department of Transportation, 2 N. LaSalle Street, Suite 1100, 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. The Developer must submit evidence of insurance prior to execution of 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 Agreement. 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 the Developer, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. The Developer 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 the Developer 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.

Failure to Maintain Insurance. Failure of the Developer to comply with required coverage and terms and conditions outlined herein will not limit the Developer's liability or responsibility nor does it relieve the Developer 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

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City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. The Developer 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.

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

Waiver of Subrogation. Developer hereby waives its rights of subrogation and agrees to require its 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 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 have received a waiver of subrogation endorsement for Developer's insurer(s).

Developer Insurance Primary. All insurance required of Developer under this Agreement must be endorsed to state that Developer's insurance policy is primary and not contributory with any insurance carrier by the City.

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

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

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.

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

Other Insurance obtained by Developer. If Developer desires additional coverages, the Developer will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Developer must name Subcontractor(s) as a named insured(s) under Developer's insurance or Developer 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 and Professional Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Developer. Developer must determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Developer is responsible for ensuring that each Subcontractor has named the City as additional insureds 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 is also responsible for ensuring that each

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Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. Failure of the Subcontractors to comply with required coverage and terms and conditions outlined herein will not limit Developer's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Agreement to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.

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