



City of Chicago



O2015-2673

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	4/15/2015
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Easement agreement with WPA 2, LLC for property at 1515 W Haddon Ave for installation of north/south 12-inch ductile iron storm sewer
Committee(s) Assignment:	Committee on Housing and Real Estate



HSG-

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

April 15, 2015

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Water Management, I transmit herewith an ordinance authorizing the execution of an easement agreement regarding property located at 1515 West Haddon.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



ORDINANCE

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, WPA 2, LLC, an Illinois limited liability company ("WPA 2"), owns the property legally described on **Exhibit A** ("Property"); and

WHEREAS, a North/South 9-inch clay municipal storm sewer line built in 1919 runs under Property. No public record currently exists evidencing that 1919 storm sewer; and

WHEREAS, City and WPA 2 have agreed to WPA 2 constructing and installing a new North/South 12-inch ductile iron storm sewer ("Sewer Facilities") *in that portion of* the Property (the "Easement Area"), depicted in "red" on the two page "Plat of Survey" attached hereto as **Exhibit B**, to be installed during WPA 2's construction of its private development of a 41-unit, six-story apartment building on the Property; and

WHEREAS, City and WPA 2 have agreed to share equally in the payment of the total costs and expenses, including labor, for the construction and installation of the Sewer Facilities not to exceed the total amount of Seventy Thousand Dollars (\$70,000), to be shared equally; and

WHEREAS, after WPA 2's construction and installation of the Sewer Facilities, WPA 2 shall transfer ownership of the Sewer Facilities to the City; and

WHEREAS, City, through its Department of Water Management, shall own, maintain and operate the Sewer Facilities at its own cost and expense; and

WHEREAS, the Department of Water Management, after due investigation and consideration, has determined that it is in the best interest of the City for WPA 2 to grant, at no cost to the City, and for the City to accept, an easement in the Easement Area for the purpose of maintaining, repairing and replacing the new Sewer Facilities; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The forgoing recitals are hereby incorporated herein and adopted as the findings of the City Council.

SECTION 2. The Commissioner of the Department of Water Management or his designee is hereby authorized to share equally in the payment of the total costs and expenses, including labor, for the construction and installation of the Sewer Facilities not to exceed the total amount of Seventy Thousand Dollars (\$70,000), to be shared equally.

SECTION 3. The Commissioner of the Department of Water Management or his designee, is hereby authorized to execute, subject to the approval of the Corporation Counsel, a non-exclusive storm sewer easement grant agreement in the form attached hereto as **Exhibit C** and any other such documentation as may be necessary to effectuate the transaction described herein.

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 5. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall take effect immediately upon its passage and approval.

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1: LOT 56 IN BLOCK 2 OF PAGE BROTHERS SUBDIVISION OF BLOCK 15 AND THE NORTHWEST $\frac{1}{2}$ OF BLOCK 18 IN CANAL TRUSTEE SUBDIVISION OF THE WEST $\frac{1}{2}$ (EXCEPT THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ AND THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$) OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND,

PARCEL 2: LOTS 57, 58 AND 59 IN BLOCK 2 OF PAGE BROTHERS SUBDIVISION OF BLOCK 15 AND THE NORTHWEST $\frac{1}{2}$ OF BLOCK 18 IN CANAL TRUSTEE SUBDIVISION OF THE WEST $\frac{1}{2}$ (EXCEPT THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ AND THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$) OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1515 West Haddon, Chicago, Illinois
PIN: 17-05-301-019-0000 and 17-05-301-020-0000.

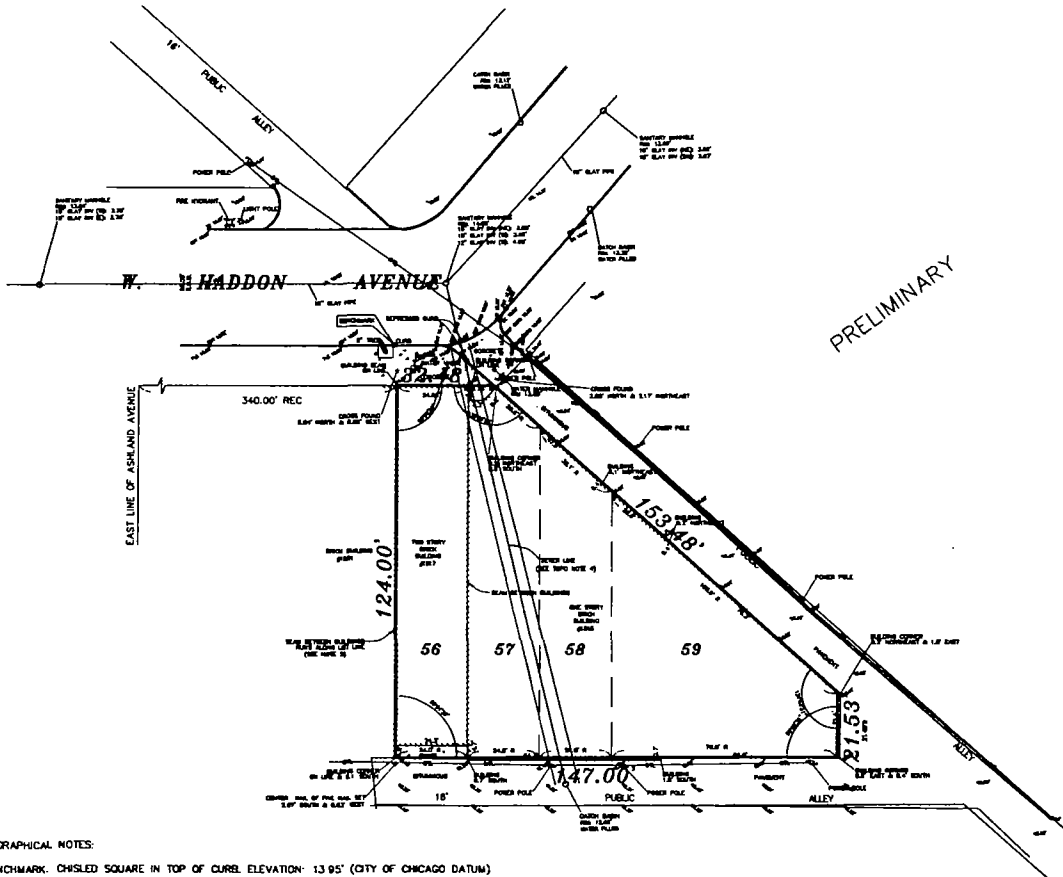
EXHIBIT B

**PLAT OF SURVEY
TWO PAGES**

(Attached)

TOPOGRAPHICAL PLAT OF SURVEY

LOTS 56, 57, 58, AND 59 IN BLOCK 2 IN PAGE BROTHERS SUBDIVISION OF BLOCK 15 AND THE NORTHWEST HALF OF BLOCK 18 IN CANAL TRUSTEE SUBDIVISION OF THE WEST HALF (EXCEPT THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER) OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



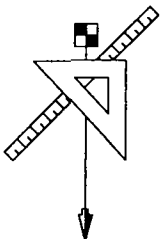
TOPOGRAPHICAL NOTES:

- 1 BENCHMARK CHISLED SQUARE IN TOP OF CURB ELEVATION 13.95' (CITY OF CHICAGO DATUM)
- CITY OF CHICAGO BENCHMARK #1552 & #5682 USED TO ESTABLISH BENCHMARK.
- 2 TOPOGRAPHICAL PLAT OF SURVEY IS PRELIMINARY UNTIL ALL INFORMATION FROM THE CITY OF CHICAGO OFFICE OF UNDERGROUND COORDINATION IS PROVIDED
- 3 FILLED CATCHBASINS WILL NEED TO BE MEASURED FOR INVERT INFORMATION AT ANOTHER DATE WHEN DRY
- 4 NORTH/SOUTH SEWER LINE DEPICTED AS POSSIBLY RUNNING UNDER BUILDING BASED ON SEWER MAPS PROVIDED BY THE CITY OF CHICAGO SEWER DEPARTMENT
- 5 LOCATION OF UNDERGROUND UTILITIES BASED ONLY ON ABOVE GROUND EVIDENCE STILL NEED INFORMATION FROM CITY OF CHICAGO TO FINALIZE.
- 6 PROPERTY SHOWN HEREON SITUATED WITHIN ZONE X AND NOT WITHIN A SPECIAL FLOOD HAZARD AREA, AS IDENTIFIED BY THE FEDERAL EMERGENCY AGENCY FOR COOK COUNTY, ILLINOIS, ON FLOOD INSURANCE RATE MAP PANEL NUMBER 17031C0418L, WITH AN EFFECTIVE DATE OF AUGUST 19, 2008

SURVEY NOTES:

- 1 AREA 12,360 SQ FT MORE OR LESS.
- 2 SURVEY SHOWN HEREON BASED ON CHICAGO TITLE INSURANCE COMPANY TITLE COMMITMENT NO. 1412 008949735 (P1 DATED AUGUST 22, 2013 (REVISED COMMITMENT PROVIDED 10/23/2013) (LOTS 57, 58, AND 59) AND CHICAGO TITLE INSURANCE COMPANY TITLE COMMITMENT NO. 1401 0089355614 D1 DATED AUGUST 30, 2013 (SUPPLIED 10/18/23) (LOT 56) LEGAL DESCRIPTION SHOWN HEREON IS A COMBINATION OF THE TWO LEGAL DESCRIPTIONS. THIS WAS DONE AT THE REQUEST OF THE CLIENT.
- 3 NOT ALL PROPERTY CORNERS WERE MONUMENTED AT THE REQUEST OF THE CLIENT TO BE SET AT A FUTURE DATE.
- 4 SEAM MEASUREMENTS BASED ON MEASUREMENTS PERFORMED AT NORTH AND SOUTH ENDS OF PROPERTY ONLY NO ACCESS TO SEAM AS IT RUNS ALONG THE WEST LINE OF PROPERTY SHOWN HEREON. NO ACCESS TO SEAM POSSIBLE.

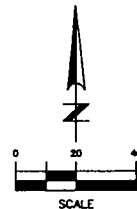
PREPARED FOR: SUTHERLAND



Urchell and Associates, Inc.
Land Surveying Services

PHONE 708 925 7155
FAX 773 298 9500
WEBSITE www.urchellandassociates.com

DESIGN FIRM REGISTRATION #184-004894



FIELD WORK COMPLETED: 11/01/13

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS STANDARDS FOR A BOUNDARY SURVEY.

DATED: 11/04/13

PRELIMINARY

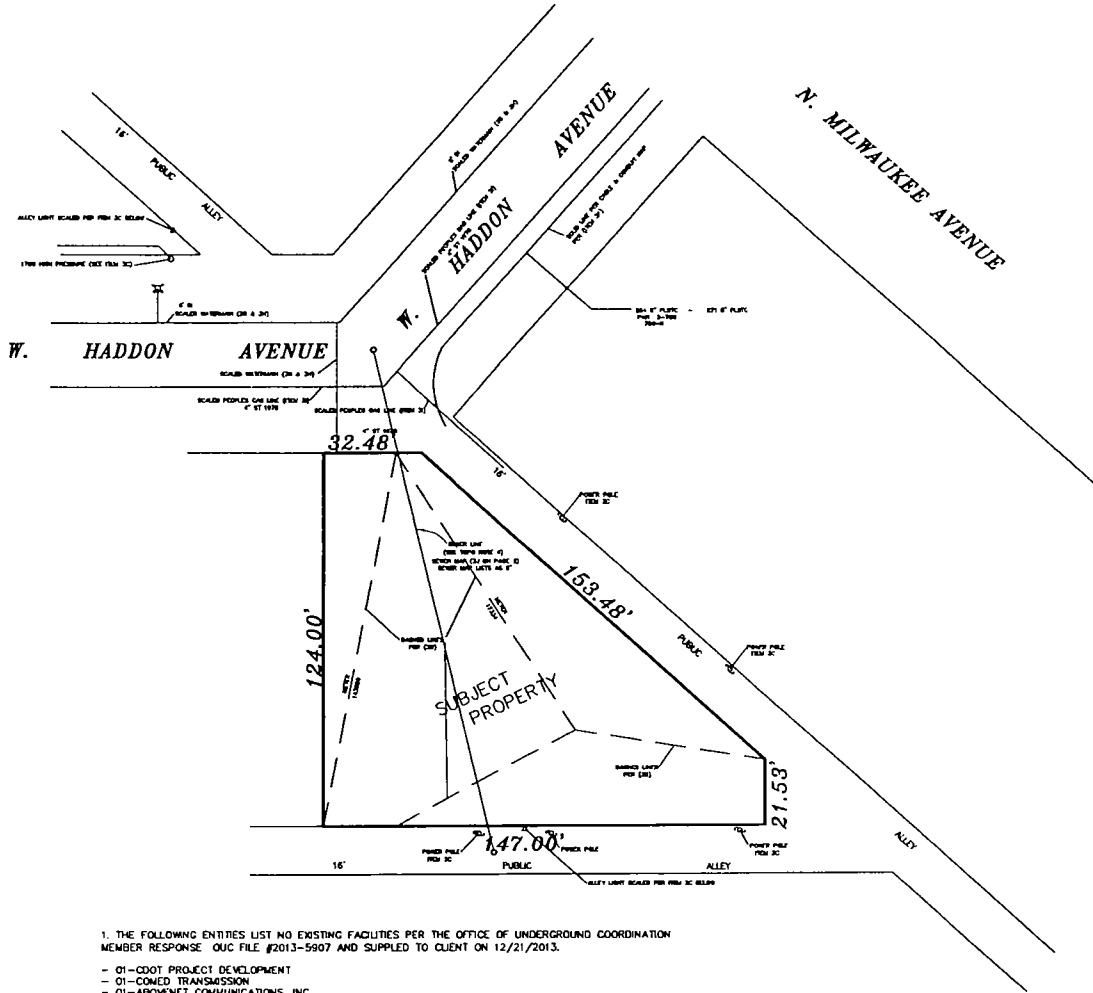
NO IMPROVEMENTS SHOULD BE CONSTRUCTED ON THE BASIS OF THIS PLAT ALONE. FIELD MONUMENTATION OF CRITICAL POINTS SHOULD BE ESTABLISHED PRIOR TO COMMENCEMENT OF CONSTRUCTION.

FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR DEED, ABSTRACT, TITLE POLICY, CONTRACTS AND LOCAL BUILDING AND ZONING ORDINANCES.

ROBERT J. URCELL I.P.L.S. No. 3438
LICENSE RENEWAL DATE: NOVEMBER 30, 2014
SURVEY No. 13-09-013-R3-TOPO

UTILITY MAP DRAWING

THIS UTILITY DRAWING CONTAINS SCALED DEPICTIONS OF UTILITIES PROVIDED BY THE CITY OF CHICAGO DEPARTMENT OF TRANSPORTATION OFFICE OF UNDERGROUND COORDINATION ONLY THOSE UTILITIES NEAR PROPERTY SHOWN HEREON ARE DEPICTED OUC FILE #2013-590507 SEE NOTES AND COPIES OF MAPS AND ATLASES FOR PARTICULARS THIS WAS DONE AT THE REQUEST OF THE CLIENT.



1. THE FOLLOWING ENTITIES LIST NO EXISTING FACILITIES PER THE OFFICE OF UNDERGROUND COORDINATION MEMBER RESPONSE OUC FILE #2013-5907 AND SUPPLIED TO CLIENT ON 12/21/2013.

- 01-CDOT PROJECT DEVELOPMENT
- 01-COMED TRANSMISSION
- 01-ADVENET COMMUNICATIONS, INC
- 01-ROH
- 01-SUNESYS, LLC
- 01-LEVEL 3 COMMUNICATIONS\LOG
- 01-ABC
- 01-DIGITAL REALTY TRUST (LAKESIDE TECHNOLOGY CENTER)
- 01-MWRD (SHAKEN)
- 01-MDE\THERMAL CHICAGO CORPORATION
- 01-CDOT-RED LIGHT CAMERAS REVIEWED BY REDFLEX TRAFFIC SYSTEMS, INC
- 01-CTA-TRAFFIC
- 01-CDOT ENGINEERING

2 THE BUREAU OF FORESTRY STATES THAT IT IS NOT INVOLVED AT THIS TIME.

3 THE FOLLOWING ENTITIES PROVIDED MAPS AND/OR DRAWINGS.

- A. FIRE ALARM & POLICE TELEGRAM CABLE SYSTEM DRG NO 35129 (MAP DOES NOT APPEAR TO AFFECT PROPERTY SHOWN HEREON, MAP NOT TO SCALE AND VAGUE)
 - B. WATER DISTRICT DIVISION ENGINEERING SECTION - BOOK NO 33/PAGES NO 86 & 87 DATE 12-14-2011 LR DASHED LINES AND DESCRIPTION SHOWN HEREON ARE AS DEPICTED ON SAID MAPS/DRAWINGS
 - C. CITY OF CHICAGO DEPARTMENT OF STREETS AND SANITATION DIVISION OF ELECTRICAL ENGINEERING EDISON SERVICE ATLAS NO M-20 & L-20. (CONDUIT SHOWN ONLY RUNS ALONG MILWAUKEE AND ASHLAND AVE PERMAPS PROVIDED)
 - D. CHICAGO RAILWAYS CO. MILWAUKEE AVE CONDUIT DRAWING NO C-25890 & C-2589C (ONLY DEPICTED AREA WITHIN MILWAUKEE AVENUE AND NONE SHOWN IN HADDON AND ALLEYS)
 - E. CONDUIT RECORD NW 1/4 M-20 & NE 1/4 L-20 (DOES NOT DEPICT ANY CONDUIT LINES NEAR PROPERTY SHOWN HEREON)
 - F. CONCAST DRAWING SECTION 32T3-B-0-1 (DETAIL PAGE NOT PROVIDED PAGE PROVIDED VAGUE AND NT TO SCALE) PHYSICAL GROUND LOCATION OF LINES FROM A UTILITY MARKING COMPANY SHOULD BE MARKED PRIOR TO THE COMMENCEMENT OF ANY DEMOLITION, EXCAVATION OR CONSTRUCTION
 - G. AT & T MAP MILWAUKEE AVE FROM NOBLE STREET TO DIVISION STREET & ASHLAND AVENUE FROM CHICAGO AVENUE TO DIVISION STREET (ONLY DEPICTS MILWAUKEE AVENUE AND DOES APPEAR TO RUN NEAR PROPERTY SHOWN HEREON)
 - H. AP235 NUMBER 235 REV 5/14/2012 RK (USED IN ACCORDANCE WITH MAP LISTED IN NOTE 3B) THOUGH NOT LABELED APPEARS TO BE WATERMAIN
 - I. PEOPLES GAS "AREA BOUNDED BY AND INCLUDING W HADDON AVE, N MILWAUKEE AVE, W THOMAS ST AND N ASHLAND AVE" DATED 12/3/2013
 - J. SEWER MAP 33-9-30 (SEE TOPOGRAPHICAL NOTE 4, PAGE 1)
 - K. COMED CABLE AND CONDUIT MAP: 0343-A2C0 DATED 7/12/2013, 0343-A1C0 DATED 11/26/2013, AND CABLE AND CONDUIT MAP 0343-A1AB DATED 11/26/2013 SHOWN HEREON
 - L. CHICAGO TRANSIT AUTHORITY CONTRACT D-5 SHEETS NO. 3 4, 5, AND 6, CONTRACT D-6B SHEET NO G-2, G-2B G-30; CONTRACT D-6B SHEET NO G-36, S-35A, S-36 ONLY DEPICTS ARE RUNNING THROUGH MILWAUKEE AVENUE.
4. LOCATION OF UTILITIES FROM ATLASES PROVIDED AS SHOWN HEREON AS APPROXIMATE AS SHOWN ON SAID ATLASES
5. PHYSICAL LOCATION OF UNDERGROUND FACILITIES SHOULD BE PERFORMED PRIOR TO THE DEMOLITION, EXCAVATION AND CONSTRUCTION OF NEW IMPROVEMENTS

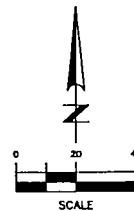


EXHIBIT C

FORM OF
NON-EXCLUSIVE STORM SEWER EASEMENT GRANT AGREEMENT
(Attached)

This space reserved for use by
Office of the Recorder of Deeds

NON-EXCLUSIVE STORM SEWER EASEMENT GRANT AGREEMENT

WPA 2, LLC, an Illinois limited liability company, (hereinafter called "Grantor"), in consideration of the Grantor's agreement to share the costs of construction and installation of the storm sewer facilities, pursuant to the terms of this Agreement, and other good and valuable consideration, hereby grants and conveys unto the **CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of local government (hereinafter called "Grantee"), acting by and through its Department of Water Management, an Illinois municipal corporation, organized and existing under the laws of the State of Illinois and unto its successors and assigns, a nonexclusive easement (the "Easement") to lay, construct, reconstruct, repair, renew, replace, operate, maintain, inspect, alter, change the size of or abandon in place all or any part of new 12-inch ductile iron storm sewer, and any service pipes and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for the proper operation of the storm sewer (hereinafter called "Sewer Facilities") in, upon, through, under, over, along and across the following described real estate owned by Grantor and located at 1515 West Haddon, Chicago, Illinois (the "Real Estate") situated in the County of Cook and State of Illinois:

PARCEL 1: LOT 56 IN BLOCK 2 OF PAGE BROTHERS SUBDIVISION OF BLOCK 15 AND THE NORTHWEST $\frac{1}{2}$ OF BLOCK 18 IN CANAL TRUSTEE SUBDIVISION OF THE WEST $\frac{1}{2}$ (EXCEPT THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ AND THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$) OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND,

PARCEL 2: LOTS 57, 58 AND 59 IN BLOCK 2 OF PAGE BROTHERS SUBDIVISION OF BLOCK 15 AND THE NORTHWEST ½ OF BLOCK 18 IN CANAL TRUSTEE SUBDIVISION OF THE WEST ½ (EXCEPT THE SOUTHEAST ¼ OF THE NORTHWEST ¼ AND THE NORTHEAST ¼ OF THE SOUTHWEST ¼) OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-05-301-019-0000 and 17-05-301-020-0000.

As such Sewer Facilities are depicted on **Exhibit A** attached hereto and made a part hereof (the "Plat of Survey") and limited to only that part of the Real Estate that is reflected in "red" on the two-page Plat of Survey (the "Easement Area").

This grant of Easement is subject to the following terms and conditions:

1. Grantee desires to upgrade an already existing North/South 9-inch clay municipal storm sewer line built in 1919, which such storm sewer line runs under private property owned by Grantor and located at 1515 West Haddon, Chicago, Illinois. No public record currently exists evidencing that 1919 Storm Sewer.

2. Grantor agrees to grant to the Grantee at no cost, and the Grantee agrees to accept the Easement right in, on, over, and under the Real Estate for purpose of upgrading the 1919 Storm Sewer to a North/South 12-inch ductile iron storm sewer to be installed by Grantor during the Grantor's construction of Grantor's private development of a 41-unit, six-story apartment building on the Property.

3. Grantor and Grantee have agreed to share equally in the payment of the total costs and expenses, including labor, for the construction and installation of the Sewer Facilities in the total amount of not to exceed Seventy Thousand Dollars (\$70,000), or not to exceed Thirty-Five Thousand and no/100 Dollars (\$35,000) each. Grantee agrees to reimburse Grantor for Grantee's share of the said payment after Grantor has completed the construction and installation of the Sewer Facilities and DWM has inspected and approved and accepts the transfer of such constructed and installed Sewer Facilities. Grantor agrees to provide a copy of lien waivers for the cost of the construction and installation of the Sewer Facilities.

4. Grantor shall perform any and all construction and installation of the Sewer Facilities in the Easement Area in accordance with all applicable laws governing such construction, and in a safe and a good workman like manner and standard.

5. After Grantor's construction and installation of the Sewer Facilities, Grantor shall transfer the Sewer Facilities to the Grantee. Grantee shall own, maintain and operate the Sewer Facilities at its own cost and expense.

6. Grantee, its employees, agents, and assigns shall at all times have free access and ingress to, and egress from, and over said Easement Area to lay, construct, reconstruct, repair, renew, replace, operate, maintain, inspect, alter, change the size of or abandon in place all or any part of said Sewer Facilities. Grantee may not remove or replace the Sewer Facilities in the Easement Area without 60 days notice to Grantor.

7. Grantor retains all of its rights to use and occupy said Real Estate not inconsistent with the use by Grantee, its successors or assigns, of the Easement herein granted for the purposes aforesaid, and agrees that the erection or construction of any trees, building or other permanent structure on or over said Real Estate or any part thereof by Grantor, its successors, assigns, licensees or lessees, shall not interfere with Grantee's Easement rights.

8. After Grantor's construction and installation of the Sewer Facilities and transfer of the Sewer Facilities to Grantee, Grantee agrees to restore any part of the Easement Area which is damaged by Grantee's construction, installation, operation, maintenance, repair, renewal, removal, or changing the size of said Sewer Facilities, to the condition of the Easement Area immediately before such damage occurred or better.

9. Grantee assumes responsibility for, and shall indemnify, subject to available appropriations and any additional legislative approvals, save, and keep harmless the Grantor against any loss, damage, cost or expense which it may suffer, incur or sustain, or for which it might become liable growing out of any injury to or death of persons, or loss, or damage to property, arising out of or in any way relating to or occurring in connection with Grantee's failure to maintain or repair the Sewer Facilities or Grantee's use of the Easement, or caused in the performance of any work done by or under the authority of the Grantee by virtue of the rights granted herein. In the event of the bringing of any action, suit or suits, against the Grantor growing out of any such loss, damage, cost or expense, and as a prerequisite to any recovery therefore from the Grantee, the Grantor shall give written notice to Grantee of the commencement of such action, suit or suits, and thereafter Grantee shall assume the defense thereof. Grantee is not precluded from raising any defense or immunity, with respect to third party claims, under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.). Grantee is not required to indemnify Grantor for the negligence or the willful and wanton acts of Grantor or the negligence or the willful and wanton acts of Grantor's officers, agents, employees, consultants, subcontractors or licensees.

10. This is a non-exclusive Easement. Grantor hereby reserves the right to grant easements to other utilities or services which may intersect or transect the Easement granted hereunder. Any easement granted to a utility or service intersecting or transecting the Easement granted hereunder shall be subject to the rights and consent of Grantee, which consent shall not be unreasonably withheld or delayed and shall not be incompatible with, or interfere with, the continuing use of the Easement granted hereunder.

11. All notices required to be given under this grant of Easement shall be either hand-delivered, by courier, or sent by United States mail, Certified Mail Return Receipt Requested, postage prepaid, or sent by facsimile (with evidence thereof), to the addresses and facsimile numbers as follows:

If to the Grantor: WPA 2, LLC
1517 W. Haddon
Chicago, Illinois 60642
Attn: Mark Sutherland

If to Grantee: Department of Water Management
1000 East Ohio Street
Chicago, Illinois 60611
Attn: Director of Legal Services
Fax: (312) 744-7119

With a copy to:

City of Chicago
Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attn: Easement Area Division
Fax: 312-742-0277

Notice should be deemed given on the date of receipt.

12. It is agreed that this grant of Easement covers all the agreements between the parties regarding the subject matter hereof and no representations or statements, verbal or written, have been made modifying, adding to or changing the terms of this grant of Easement.

13. All provisions of this grant of Easement, including the benefits and burdens, shall run with the land and inure to the benefit of all parties having or acquiring any right, title or interest in or to any portion of, or interest or estate in the Easement Area.

14. The Grantor represents and warrants to the Grantee that Grantor is the true, lawful and sole beneficial owner of the Property and is vested with the right and power to grant the Easement to the Grantee for the purposes set forth herein.

15. The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties and the Plat of Survey to confer a commercially usable right of enjoyment on Grantee is carried out.

16. This grant contains all the terms and conditions of this Easement, express or implied between the parties hereto and shall be binding upon and inure to the benefit of, Grantor and Grantee and their respective legal representatives, heirs, successors, assigns, lessees and licensees and shall run with the land.

SIGNATURES APPEAR ON THE NEXT PAGE

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be duly executed this _____ day of _____, 2015.

GRANTOR:

GRANTEE:

**WPA 2, LLC,
an Illinois limited liability company**

**City of Chicago,
an Illinois municipal corporation
and home rule unit of local
government**

By: _____
Name: _____

By: _____
Commissioner
Department of Water Management

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that _____, the _____ of WPA 2, LLC, an Illinois limited liability company, is personally known to me to be the same person whose name is subscribed to the foregoing document, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act and deed and as the free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this ___ day of _____, 2015.

Notary Public

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that _____, the commissioner of the City of Chicago ("City") Department of Water Management personally known to me to be the same person whose name is subscribed to the foregoing document, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act and deed and as the free and voluntary act and deed of the City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this ___ day of _____, 2015.

Notary Public

This Instrument Was Prepared By:
Karen Bielarz
Senior Counsel
City of Chicago
121 North LaSalle Street
Room 600
Chicago, Illinois 60602
(312) 744-6910

(sub) EXHIBIT A to Easement Agreement

SEWER PLAT OF SURVEY

[Attached]