



# City of Chicago



O2016-7912

Office of the City Clerk

## Document Tracking Sheet

<b>Meeting Date:</b>	10/25/2016
<b>Sponsor(s):</b>	Dept./Agency
<b>Type:</b>	Ordinance
<b>Title:</b>	Agreement with 1237 North Milwaukee LLC for installation, operation and maintenance of Eco-Totem on public way to count bicycle riders on N Milwaukee Ave
<b>Committee(s) Assignment:</b>	Committee on Transportation and Public Way

Mayoral  
Direct Introduction

## 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**, the City is the owner of the portions of public way commonly known as North Milwaukee Avenue, Chicago, Illinois (such portion of North Milwaukee Avenue, the "Street") and the sidewalk adjacent to the Street ("Sidewalk"), both of which are immediately northwest of the intersection of North Milwaukee Avenue with Ashland Avenue, as depicted in Exhibit A (collectively, "Public Way"); and

**WHEREAS**, 1237 North Milwaukee LLC, an Illinois limited liability company, with a principal place of business located 2234 West North Avenue, Chicago, Illinois 60647 ("Grantee"), is the owner of the property abutting the Public Way and commonly known as 1237-1253 North Milwaukee Avenue, Chicago, Illinois ("Development Property"); and

**WHEREAS**, Grantee has procured, or will promptly procure an "Eco-Totem by Eco-Counter" ("Eco-Totem"), which Grantee proposes to install, or cause to be installed, adjacent to the Development Property, which Eco-Totem can be used to count the number of bicycles that travel over the Public Way; and

**WHEREAS**, the City and the Grantee have mutually determined that is it necessary and appropriate that the City permit Grantee to use the Sidewalk for the installation of an Eco-Totem to count bicyclists riding northbound on the Street; and

**WHEREAS**, the City and the Grantee have mutually determined that is it necessary and appropriate that the City permit Grantee to use the Street for the excavation and installation of two (2) Zelt Inductive Loops ("Loops"), which are necessary for the operation of the Eco-Totem; and

**WHEREAS**, because of the continuing public benefits that result from the installation of the Eco-Totem and Loops, the City is agreeable to granting the Grantee permission and authority to use the Public Way without the requirement that Grantee pay monetary compensation to the City, in return for the Grantee's sharing the data obtained from the Eco-Totem and the Grantee's paying the annual subscription fee associated with the provision of such data; now, therefore,

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

**SECTION 1.** The foregoing recitals are hereby adopted as the findings of the City Council.

**SECTION 2.** The Commissioner of the City's Department of Transportation (the "Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver an Agreement for Use of Public Right of Way, in substantially the form attached hereto as Exhibit B ("Use Agreement"), and such other supporting documents as may be necessary or

appropriate to carry out and comply with the provisions of the Use Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Use Agreement.

**SECTION 3.** 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 4.** All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

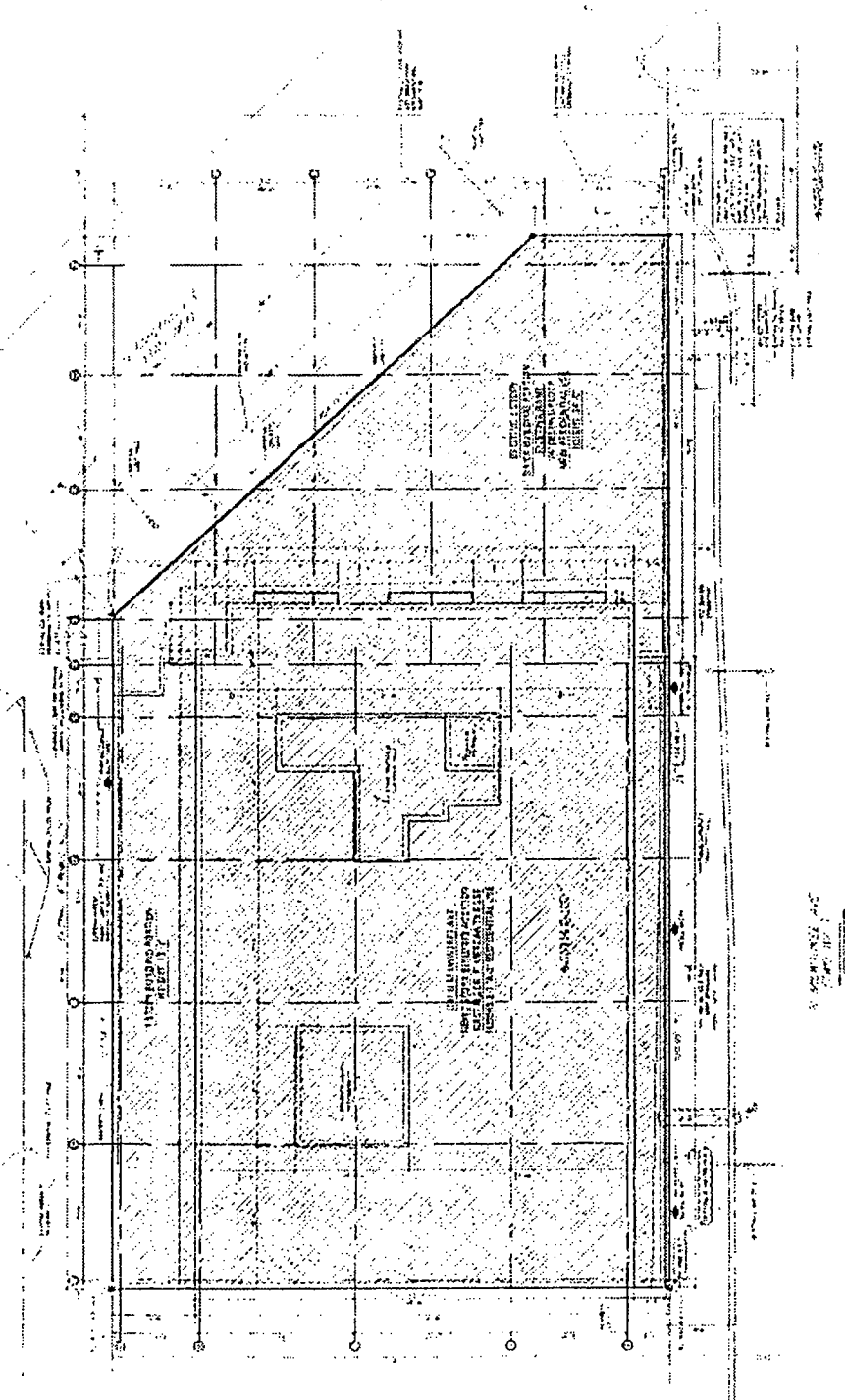
**SECTION 5.** This ordinance shall take effect immediately upon its passage and approval.

**EXHIBIT A**

**Depiction of Public Way**

[Attached]

123 NORTH ALKANE  
EXISTING LOTS 100, 101, 102  
N.E. 1/4  
SECTION 17, T. 14 N., R. 10 E.

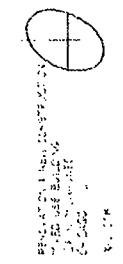


jsa  
Jonathan SPILLIT architects llc  
4001 NORTH RIVERSIDE AVENUE  
SUITE 201  
CHICAGO, ILLINOIS 60613  
773 883 1917 FAX 773 883 5081

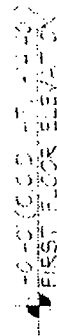
SITE PLAN  
3/64" = 1'-0"



proj. #  
proj.  
description



HEIGHT: 34'-0"



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

$$3/16" = 1'-0"$$

**EXHIBIT B**

**Form of Agreement for Use of Public Right of Way**

[Attached]

## **Agreement for Use of Public Way**

This Agreement for Use of the Public Way ("Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 2016 ("Effective Date"), by and between the **CITY OF CHICAGO** ("City"), a home rule unit of local government pursuant to Section 6 of Article VII of the Illinois Constitution of 1970, with a principal place of business located at 121 North LaSalle Street, Chicago, Illinois 60602, and **1237 NORTH MILWAUKEE LLC**, an Illinois limited liability company, with a principal place of business located 2234 West North Avenue, Chicago, Illinois 60647 ("Grantee").

### **RECITALS**

WHEREAS, the City is the owner of the portions of public way commonly known as North Milwaukee Avenue, Chicago, Illinois (such portion of North Milwaukee Avenue, the "Street") and the sidewalk adjacent to the Street ("Sidewalk"), both of which are immediately northwest of the intersection of North Milwaukee Avenue with Ashland Avenue, as depicted in Exhibit 1 (collectively, "Public Way"); and

WHEREAS, the Grantee is the owner of the property abutting the Public Way and commonly known as 1237-1253 North Milwaukee Avenue, Chicago, Illinois ("Development Property"); and

WHEREAS, Grantee has procured, or will promptly procure an "Eco-Totem by Eco-Counter" ("Eco-Totem"), which Grantee will install, or cause to be installed, adjacent to the Development Property, which Eco-Totem can be used to count the number of bicycles that travel over the Public Way; and

WHEREAS, the City and the Grantee have mutually determined that it is necessary and appropriate that the City permit Grantee to use the Sidewalk for the installation of an Eco-Totem to count bicyclists riding northbound on the Street; and

WHEREAS, the City and the Grantee have mutually determined that it is necessary and appropriate that the City permit Grantee to use the Street for the excavation and installation of two (2) Zelt Inductive Loops ("Loops"), which are necessary for the operation of the Eco-Totem; and

WHEREAS, because of the continuing public benefits that will result from the Grantee's undertakings under this Agreement, such permission and authority (collectively referred to herein as the "Permit") is granted without the requirement that Grantee pay monetary compensation to the City, in return for the Grantee's sharing the data obtained from the Eco-Totem (as further described below) and the Grantee's paying the annual subscription fee associated with the provision of such data.



NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

**SECTION 1. Grant of permission and authority.**

A. The City hereby permits and authorizes the Grantee, upon the terms and subject to the conditions of this Agreement, to install, locate, use, operate, maintain, repair, and replace on the Sidewalk an Eco-Totem to count bicyclists riding North Milwaukee Avenue, for a period of ten (10) years, subject to Section 3.

B. The City hereby permits and authorizes the Grantee, upon the terms and subject to the conditions of this Agreement, to install, locate, use, operate, maintain, repair, and replace Loops on the Street (such Loops and the Eco-Totem, collectively, the "Facilities"), for a period of ten (10) years, subject to Section 3; and

**SECTION 2. Consent of Affected Property Owners.**

The Permit granted herein is subject to the condition that the Grantee will be responsible at all times for obtaining the consent of any adjacent or abutting land owner (if any) whose legal rights in the Public Way under applicable law, including rights of access, ingress, egress, light, air, view or reversion, have been or will be damaged by the Facilities, or their use or operation, or any work to construct, install, locate, use, operate, maintain, repair, replace, reconstruct, and remove the Facilities ("Work").

**SECTION 3. Term.**

A. Expiration. Unless terminated by the parties, the Permit is given and granted for a period of ten (10) years from and after the Effective Date ("Expiration Date"); provided, however, unless the City, by written notice to the Grantee delivered prior to the Expiration Date, terminates the Permit, the Expiration Date shall be extended by an additional ten (10) years.

B. Early Termination. Upon not less than ninety (90) days written notice, the Grantee may terminate the Permit prior to the Expiration Date; provided that such termination shall be effective only after completion of the restoration described in Section 8 below. The City may terminate the Permit before the Expiration Date only in accordance with Section 6 below.

#### **SECTION 4. Work.**

Prior to undertaking any Work, the Grantee shall deliver to the Commissioner of Transportation and to the Commissioner of Buildings (or their respective successors) ("Commissioners") for review and approval proposed plans and specifications for the Facilities, including approvals required by applicable laws and ordinances ("Approvals"). The obligations of Grantee under this Agreement will be deemed incorporated into the terms and conditions of such Approvals. Grantee will not permit the Facilities or any Work to interfere in any way with any use of the remaining portions of North Milwaukee Avenue or any other street or alley adjacent to the Public Way ("Adjacent Ways"), except as provided in such Approvals. The City agrees to diligently cooperate in the processing of any application for an Approval submitted by Grantee or its contractor.

#### **SECTION 5. Maintenance and Operation.**

A. At all times during the term of this Agreement and until removal of the Facilities and the restoration of the Public Way in accordance with this Agreement, Grantee will maintain and use the Public Way and the Facilities in accordance and compliance with:

1. all applicable laws, including the ordinances of the City of Chicago;
2. the lawful directions of the Commissioner of Streets and Sanitation and the Commissioner of Transportation regarding the use of the Public Way; and
3. reasonable requirements imposed upon the use or improvement of the Facilities so that they do not interfere in any way with any use of the Adjacent Ways or with any use of the Public Way by any entity legally permitted to use the Public Way.

B. In addition, at all times during the term of this Agreement and until removal of the Facilities and the restoration of the Public Way in accordance with this Agreement, Grantee shall:

1. maintain the hardware and software for the Eco-Totem, including replacement of display if damaged or broken;
2. develop the design of Eco-totem display, subject to City approval;
3. provide power supply for the operation of the Eco Totem;
4. physically maintain the Eco-Totem, including snow removal, graffiti removal, removal of stickers/advertisements, etc.;

5. pay all subscription fees to the manufacture and/or distributor, as necessary for the Grantee and the City to obtain data from the Eco-Totem;
6. use commercially reasonable efforts to ensure proper performance of the Eco-Totem at the Grantee's sole cost and expense ;
7. replace the Eco-Totem and the Loops every ten (10) years, or after each product's useful life expires, whichever occurs first, with new product or new technology, subject to the prior written approval of the City, which shall not be unreasonably withheld;
8. provide the City access to all data collected by the Eco-Totem via a vendor website on a daily basis, and grant the City a global, perpetual, irrevocable, paid-up, non-exclusive license to use, copy, maintain, modify, enhance and create derivative works from such data. The Grantee warrants and represents that it has the authority and legal right to grant the City the aforementioned license and will indemnify, defend and hold harmless the City for any claims relating to (i) the City's accessing the vendor website and (ii) the license described in this Section 5.B.8; and
9. provide the City final approval of which data is made publicly available on vendor's website.

C. If the Grantee conveys, transfers or assigns ("Transferee") any or all of its interest in the Development Property, then concurrent with such conveyance, transfer or assignment, the Grantee shall, at no cost to and upon approval of the City, (i) require the Transferee to execute such documents as the City may reasonably require for the purpose of assigning the Grantee's rights and obligations under this Agreement to the Transferee, and either (ii)(a) transfer ownership of the Facilities and any annual data subscription associated with the Facilities to the Transferee or (b) transfer ownership of the Facilities and any annual data subscription associated with the Facilities to the City. In the event the City elects to have the Facilities and any annual data subscription associated with the Facilities transferred to the Transferee, then Grantee shall condition its conveyance, transfer or assignment of any or all of its interest in the Development Property on the Transferee, (y) providing power to the Facilities at no cost to the City, and (z) at the City's option, operating the Facilities. The Grantee shall complete such documentation as the City shall reasonably require to evidence the transfer to the Transferee or the City, as the case-may-be, of the ownership interests in the Facilities and of the subscription.

## **SECTION 6. Superior Rights of the Public in and to the Public Way.**

In accordance with the laws of Illinois, in the event that the use of the Public Way is reasonably required by the City for a lawful public purpose for which it was dedicated or conveyed to the City or its predecessors in interest, the permission

and authority granted in this Agreement is subject to amendment, modification or revocation for such public purpose, subject to an applicable order issued by either the Mayor or the Commissioner of Transportation of the City at his or her discretion, at any time without the consent of Grantee. Prior to issuing such an order, the City agrees to take reasonable action to meet with the Grantee and discuss the proposed public use and its impact upon the Facilities and the Work. The City agrees to exercise its discretion in a reasonable manner to minimize the impact upon the Facilities and the Work and to assist the Grantee in finding an alternative location for its Facilities or Work. In accordance with any such order, Grantee shall remove, relocate, shore, adjust, or alter the Facilities or any portion of the Facilities at its sole cost and expense, to the extent and within the time reasonably designated in the order. Grantee shall also have the option of completely removing the Facilities, restoring the Public Way as provided in Section 8, and terminating the permission and authority, all in accordance with this Agreement within the time set forth in the order. In the event that the Grantee fails or refuses to either comply with the order or remove and restore as provided in this Agreement, then the City may perform such work and the Grantee will reimburse the City for all actual costs incurred in performing such work within ten days of receipt of notice detailing such work and demanding payment.

#### **SECTION 7. Utilities.**

Grantee will be responsible for obtaining approvals of and paying for any and all removals, relocations, alterations, additional maintenance and restorations of or to any utility or public service structures or facilities, or any City owned structures or facilities located in the Public Way or the Adjacent Ways, including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are or may be necessary or appropriate on account of the Facilities or the Work. Grantee will be responsible for obtaining the consent of and making suitable arrangements with all entities owning or having an interest in such structures and facilities, including any department of the City.

#### **SECTION 8. Restoration.**

Upon partial or complete termination of the Permit herein granted, by expiration or revocation, Grantee, without cost or expense to the City of Chicago, will promptly remove the Facilities installed or constructed by or for Grantee after the Effective Date and will restore such portion of the Public Way to substantially the same condition existing on the Effective Date, under the supervision and to the satisfaction of the Commissioner of Transportation and in accordance with the Municipal Code of Chicago. However, in no event will the Grantee be required to construct a street or related improvements where they did not exist on the Effective Date. In the event that the Grantee fails or refuses to either remove such Facilities or restore the Public Way as provided in this Section, then the City may perform such work and the Grantee will reimburse the City for all actual

costs incurred in performing such work within thirty days of receipt of invoice detailing such work and a written demand for payment.

## **SECTION 9. Insurance.**

Grantee shall procure, on an annual basis, maintain, or cause to be procured and maintained, at Grantee's sole cost and expense (or the cost and expense of its contractors or subcontractors as applicable), during the entire term of this Agreement, the types and amounts of insurance, and any/all endorsements, set forth below with insurance companies authorized to do business in the State of Illinois, covering all of the Grantee's use of the Public Way, including the Work, under this Agreement, whether performed by or on behalf of Grantee.

(a) **Worker's Compensation and Employer's Liability Insurance.** Grantee and its contractors and subcontractors shall procure and maintain Worker's Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement, and Employer's Liability Insurance with limits of not less than \$100,000 each accident or illness.

(b) **Commercial General Liability Insurance (Primary and Umbrella).** Grantee and its contractors and subcontractors shall procure and maintain Commercial General Liability Insurance, or equivalent, with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage shall include, at a minimum, all premises and operations, products/completed operations, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City shall be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from Grantee's use of the Public Way and the Work.

(c) **Automobile Liability Insurance (Primary and Umbrella).** When any motor vehicles (owned, non-owned and hired) are used in connection with the Grantee's use of the Public Way and the Work, Grantee and its contractors and subcontractors shall procure and maintain Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.

(d) The City of Chicago shall be named as an additional insured with respect to such coverage on a primary, non-contributory basis.

Grantee shall deliver, or cause its contractors or subcontractors to deliver, to the City certificates of insurance and any/all endorsements required hereunder. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements set forth herein. The failure of the City to obtain certificates or

other evidence of insurance from Grantee (or its contractors or subcontractors as applicable) shall not be deemed to be a waiver by the City of the insurance requirements set forth herein. Grantee shall advise all insurers of the insurance requirements set forth herein. Non-conforming insurance, or failure to submit a Certificate of Insurance evidencing such coverages, shall not relieve Grantee of the obligation to provide insurance as specified herein. The City may terminate this Agreement for non-fulfillment of the insurance conditions, and retains the right to stop work until proper evidence of insurance is provided.

Grantee (or its contractors or subcontractors as applicable) shall be responsible for any and all deductibles or self-insured retentions. Grantee agrees that insurers shall waive their rights of subrogation against the City, its employees, elected officials, agents, and representatives. Grantee expressly understands and agrees that any coverages and limits furnished by it (or its contractors or subcontractors as applicable) shall in no way limit Grantee's liabilities and responsibilities specified in this Agreement or by law. Grantee expressly understands and agrees that its insurance (or that of its contractors or subcontractors as applicable) is primary and any insurance or self-insurance programs maintained by the City shall not contribute with insurance provided by Grantee (or its contractors or subcontractors as applicable) under this Agreement. The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

Grantee shall require all contractors and subcontractors to maintain the above-described coverage, or Grantee may provide such coverage for its contractors and subcontractors. If Grantee or any contractor or subcontractor wants additional coverage, such party shall be responsible for the acquisition and cost of such additional protection. The City shall have no responsibility to provide insurance or security for the property, material, supplies, or equipment to be used by Grantee or any of its contractors or subcontractors in connection with the Grantee's use of the Public Way and the Work.

The City of Chicago, Department of Finance, Office of Risk Management, maintains the right to modify, delete, alter or change these requirements.

#### **SECTION 10. Indemnification.**

To the extent permitted by applicable law, Grantee agrees to defend, indemnify and hold the City, its officers, agents and employees, completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands of every kind and nature (including all reasonable costs for investigation, reasonable attorneys' fees, court costs and expert fees) arising by reason of injury or death of any person or loss of or damage to property arising out of or incident to a) the Permit granted in this Agreement, including the performance or non-performance of any of Grantee's obligation under this

Agreement or b) the Grantee's use of the Public Way, or c) the acts or omissions of Grantee's officers, agents, employees, contractors, subcontractors, permittees, licensees or invitees in or on the Public Way ("Claim"), except to the extent such Claim is proximately caused by the negligence of the City, its officers, agents or employees. Upon written notice from the City of any Claim which the City believes to be covered under this provision, Grantee will appear and defend all suits brought upon such claims and lawsuits and shall pay all costs and expenses incidental thereto, but the City shall have the right, at its option, to participate in the defense of any Claim, without relieving Grantee of any of its obligations hereunder. This paragraph shall survive expiration or termination of the Permit.

## **SECTION 11. Notice.**

Notices provided for herein, unless expressly provided for otherwise in this Agreement, shall be in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City:      • Commissioner  
Department of Transportation  
Room 1100  
30 North LaSalle Street  
Chicago, Illinois 60602

with a copy to:      Department of Law  
Room 600, City Hall  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Corporation Counsel

If to Grantee:      LG Development Group LLC  
2234 West North Avenue  
Chicago, Illinois 60647  
Attention: Matt Wilke

With a copy to:      Joseph E. von Meier  
Burke, Warren, MacKay & Serritella, P.C.  
330 North Wabash, Suite 2100  
Chicago, Illinois 60611

All notices shall be deemed effective upon receipt. The addresses stated herein may be revised without need for modification or amendment of this Agreement, provided written notification is given in accordance with this Section.

## **SECTION 12. Assignment.**

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees, and assigns; provided, however, that Grantee agrees that, without City's prior approval, it will not transfer or assign its rights or obligations under this Agreement. Any attempt to transfer or assign Grantee's rights or obligations under this Agreement without City's prior approval in violation of this Section will be void.

### **SECTION 13. Miscellaneous.**

A. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

B. If any of the provisions of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be deemed invalid or unenforceable, the remainder of this Agreement and the application of such provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby.

C. This Agreement and any document or instrument executed pursuant hereto may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

[Signature page follows]



IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date.

**CITY OF CHICAGO,**  
an Illinois municipal corporation

By: \_\_\_\_\_  
Rebekah Scheinfeld,  
Commissioner  
Chicago Department of Transportation

Approved as to form and legality

By: \_\_\_\_\_  
Senior Counsel

**1237 NORTH MILWAUKEE LLC,**  
an Illinois limited liability company

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

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

Its: \_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Rebekah Scheinfeld, personally known to me to be the Commissioner of Transportation of the City of Chicago, who is 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 as such Commissioner, she signed and delivered the said instrument, as the free and voluntary act of such City, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2016.

---

Notary Public

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be a manager of 1237 North Milwaukee LLC, 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 as such manager, he signed and delivered the said instrument, as the free and voluntary act of the Chicago Park District, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2016.

---

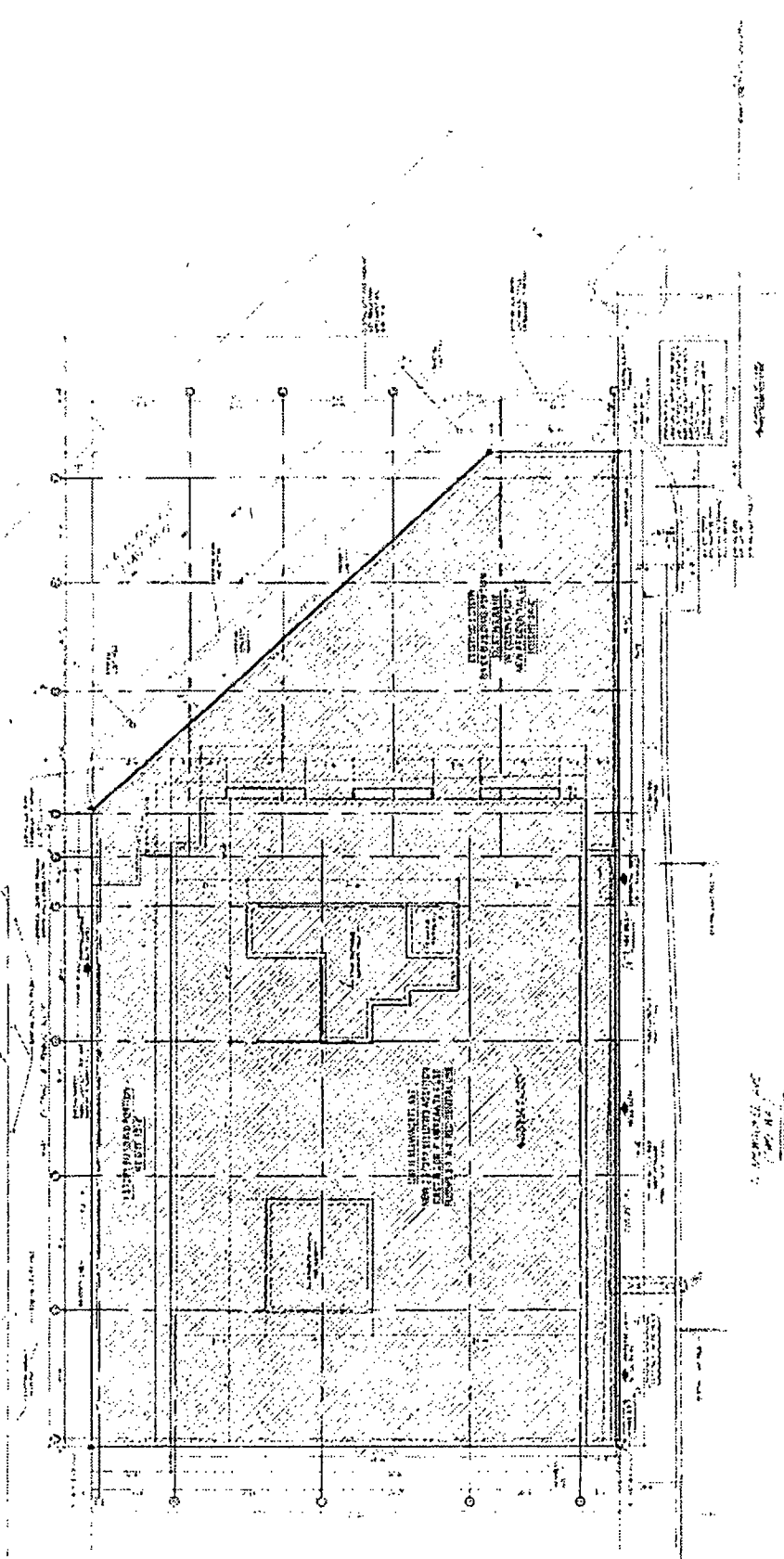
Notary Public

Exhibit 1 (to Use Agreement)

Public Way (Dimensioned drawing)

[Attached]

100 NORTH 45th AVE  
 EXISTING 1 STORY BUILDING  
 HEIGHT 12.7 APPROX



jSa  
 Jordanian SPLITT architects llc  
 4801 NORTH JENSENWOOD AVENUE  
 SUITE 601  
 CHICAGO, IL 60613  
 773.883.1017 • 773.883.3061

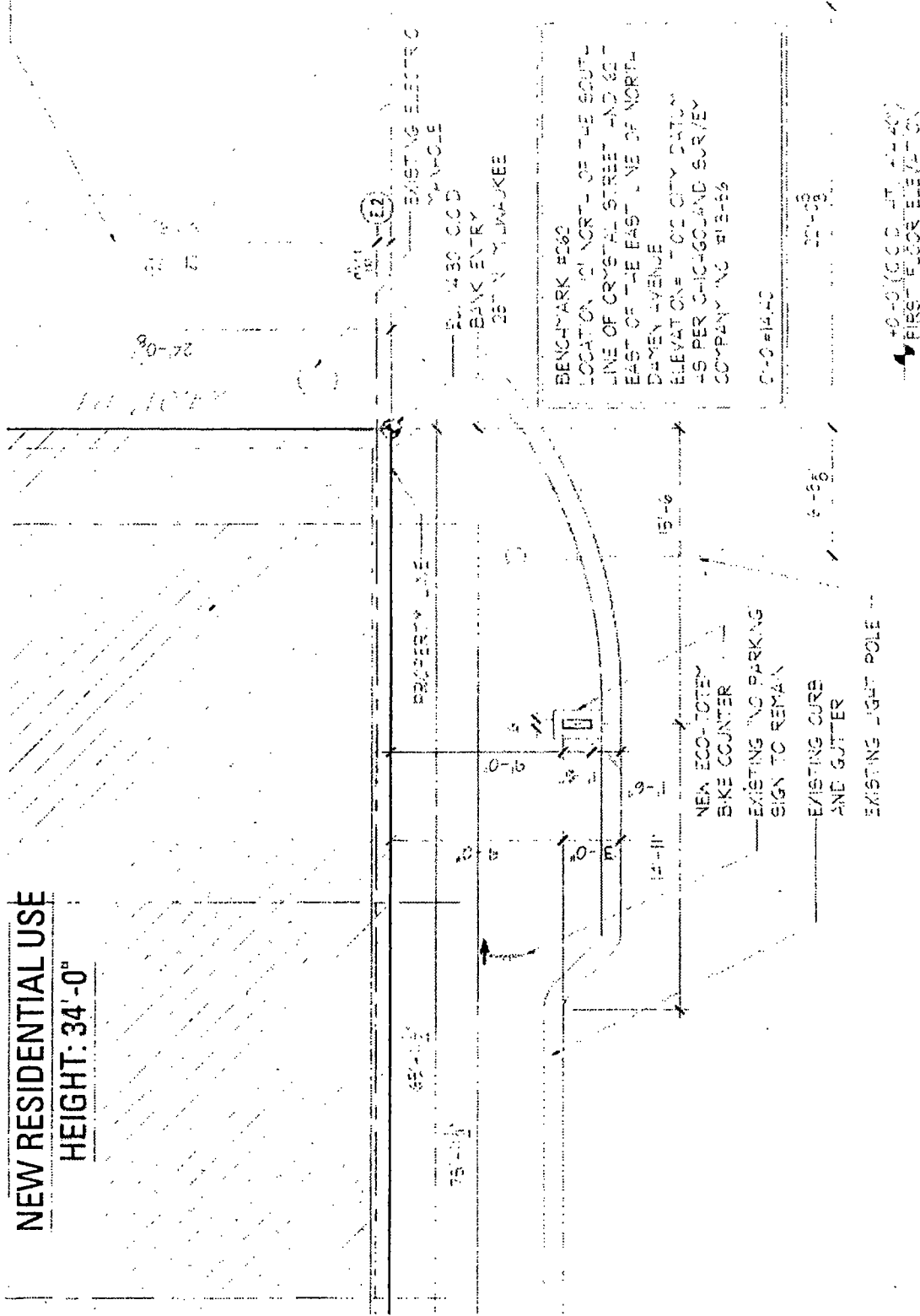
SITE PLAN  
 3/64" = 1'-0"

pre: 4  
 pre: 1  
 description: 1

REVISIONS  
 1. 10/1/14  
 2. 10/1/14  
 3. 10/1/14  
 4. 10/1/14

**NEW RESIDENTIAL USE**

**HEIGHT: 34'-0"**



**JSR**  
 Jonathan SPILLIT Architects LLC  
 4001 North Ravenswood Avenue  
 Suite 200  
 Chicago, Illinois 60613  
 773.853.1017 FAX 773.853.9081

**SCHEMATIC DIAGRAM OF ECO-TOTEM BIKE COUNTER**  
 3/16" = 1'-0"

project  
 description

