



# City of Chicago



O2020-3330

Office of the City Clerk

## Document Tracking Sheet

<b>Meeting Date:</b>	6/17/2020
<b>Sponsor(s):</b>	Sadlowski Garza (10)
<b>Type:</b>	Ordinance
<b>Title:</b>	Approval of plat of Northpoint's Avenue O Industrial Park- Subdivision 1
<b>Committee(s) Assignment:</b>	Committee on Transportation and Public Way

## **SUBDIVISION ORDINANCE (with Dedications and Easements)**

Be it Ordained by the City Council of the City of Chicago:

**SECTION 1.** The Commissioner of the Chicago Department of Transportation ("Transportation Commissioner") is hereby authorized to approve a proposed Northpoint's Avenue O Industrial Park – Subdivision 1 being a subdivision of certain lots owned by NP Avenue O, LLC, a Missouri limited liability company ("Developer"), bounded approximately by E. 117<sup>th</sup> Street, E. 126<sup>th</sup> Street, S. Carondelet Avenue and S. Avenue O, and legally described in the attached plat (**Exhibit A**, CDOT File: 19/30-10-19-3887) which, for greater certainty, is hereby made a part of this ordinance.

**SECTION 2.** The Transportation Commissioner is hereby authorized and directed to approve dedications of certain property owned by the Developer within the subdivision herein contemplated, and legally described in Exhibit A hereto attached. The Developer shall dedicate and construct portions of the streets to be known as S. Burley Avenue and E. 122<sup>nd</sup> Street (together, the "Dedications"). The Dedications are accepted upon the express condition that such streets be constructed according to the current version of the *Chicago Department of Transportation Regulations for Opening, Repair and Construction in the Public Way* or better as approved, and its appendices, and as agreed to by the Developer in the Duty to Build Agreement (**Exhibit E**), hereby attached made a part of this ordinance.

**SECTION 3.** The land herein dedicated for public streets is subject to preexisting private utility easements for: a) private above-ground electrical service (reserved in Doc. No. 00536969 recorded July 18, 2000 in favor of Republic Technologies International, LLC), b) a private below-ground oxygen gas pipeline (reserved in Doc. No. 0831704077, recorded November 12, 2008 in favor of Praxair); and c) private below-ground nitrogen gas pipeline (reserved in Doc. No. 89572949, recorded December 1, 1989 in favor of LTV Steel Company, Inc.) (cumulatively referred to herein as the "Private Utility Easement Holders") which said Private Utility Easement Holders have agreed to release limited portions of their easement rights reserved in the aforementioned documents, limited to those portions lying solely within the boundaries of the Dedications (**Exhibit B**), hereby attached and made part of this ordinance.

**SECTION 4.** Being that the aforesaid Private Utility Easement Holders, are reasonably constrained in their ability to relocate outside of the public way, the City of Chicago agrees to grant perpetual, unobstructed, non-exclusive access easements ("Private Utility Access Easements") to said respective Private Utility Easement Holders to operate, maintain repair, renew and replace existing facilities within the new easement limits herein, and with the right of ingress and egress at all times, allowing the Private Utility Easement Holders to continue to operate unaffected by the change in title from

private property to public way as effectuated by the Dedications. Said Private Utility Access Easements are made upon the express conditions that: 1) Private Utility Easement Holders are limited exclusively to the existing respective uses and may not expand current facilities, or alter the existing uses, including but not limited to the type of gas transferred, 2) Upon any change in existing use, or non-use (where non-use means the cessation of active conveyance of product to a paying customer end user for reasons not related to maintenance or repair of the facilities, for a period exceeding six (6) months, which non-use shall constitute abandonment), the said Private Utility Easement Holder shall forfeit the respective Private Utility Access Easement granted herein and be responsible for removal of the facilities, at the expense of the involved Private Utility Easement Holder. Each Private Utility Easement Holder agrees to furnish to the Transportation Commissioner, upon written request, such evidence requested to verify existing use; 3) All right of way work associated with the Private Utility Easement Holders' exercise of their granted Private Utility Access Easement rights, must be reviewed and permitted in advance by the City of Chicago. Restoration of the public way shall be at the Private Utility Easement Holders' sole expense and be completed to their current version of the CDOT standards cited in Section 2 of this ordinance; and 4) the Private Utility Easement Holders have each agreed to accept the terms of the respective Private Utility Access Easements granted by the City on the areas depicted in **Exhibit C**, and hereby attached and made a part of this ordinance.

**SECTION 5.** The Commissioner of the Department of Water Management, or a designee of the Commissioner of the Department of Water Management (together, the "Water Management Commissioner"), is authorized, pursuant to Section 2-106-040(n) of the Municipal Code of the City of Chicago, to execute a "Stormwater Drainage, Private Outfall System And Developer Maintenance and Operation Agreement" ( the "DWM Agreement"), and such additional agreements, amendments, and documents, and approve plats and legal descriptions involving the DWM Agreement, as are reasonably necessary or appropriate by, between and among the City of Chicago, and the Developer in substantially the form which is attached to and incorporated in this ordinance as **Exhibit D**.

**SECTION 6.** The subdivision herein provided for is made under the express condition that the Developer of the subdivision, its successors and assigns, shall hold harmless, indemnify and defend the City of Chicago from all claims related to said subdivision.

**SECTION 7.** The subdivision herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the Developer shall file or cause to be filed for recordation with the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with the full-sized corresponding plats and exhibits approved by the Transportation Commissioner, or the Superintendent of Maps and Plats, as one of the Transportation Commissioner's designees.

**SECTION 8.** The Transportation Commissioner is authorized to execute such additional agreements, amendments, and documents, and approve plats and legal

descriptions, as are reasonably necessary or appropriate to implement this ordinance, including the (i) subdivision, (ii) dedications, and (iii) Private Utility Access Easements, all as authorized hereby, subject to the approval of the Corporation Counsel as to form and legality.

**SECTION 9.** If any provision of this ordinance shall be held invalid or unenforceable for any reason, the validity or enforceability of any of the other provisions of this ordinance shall not be affected by such holding.

**SECTION 10.** This ordinance shall take effect and be in force from and after its passage and publication. The subdivision shall take effect and be in force from and after the recording of the approved ordinance and associated plat.

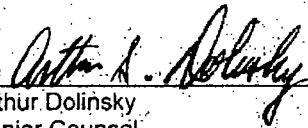
Dedications Accepted:



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Gia Biagi  
Commissioner  
Department of Transportation.

Approved as to form and legality:



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Arthur Dolinsky  
Senior Counsel  
Law Department

Introduced by:

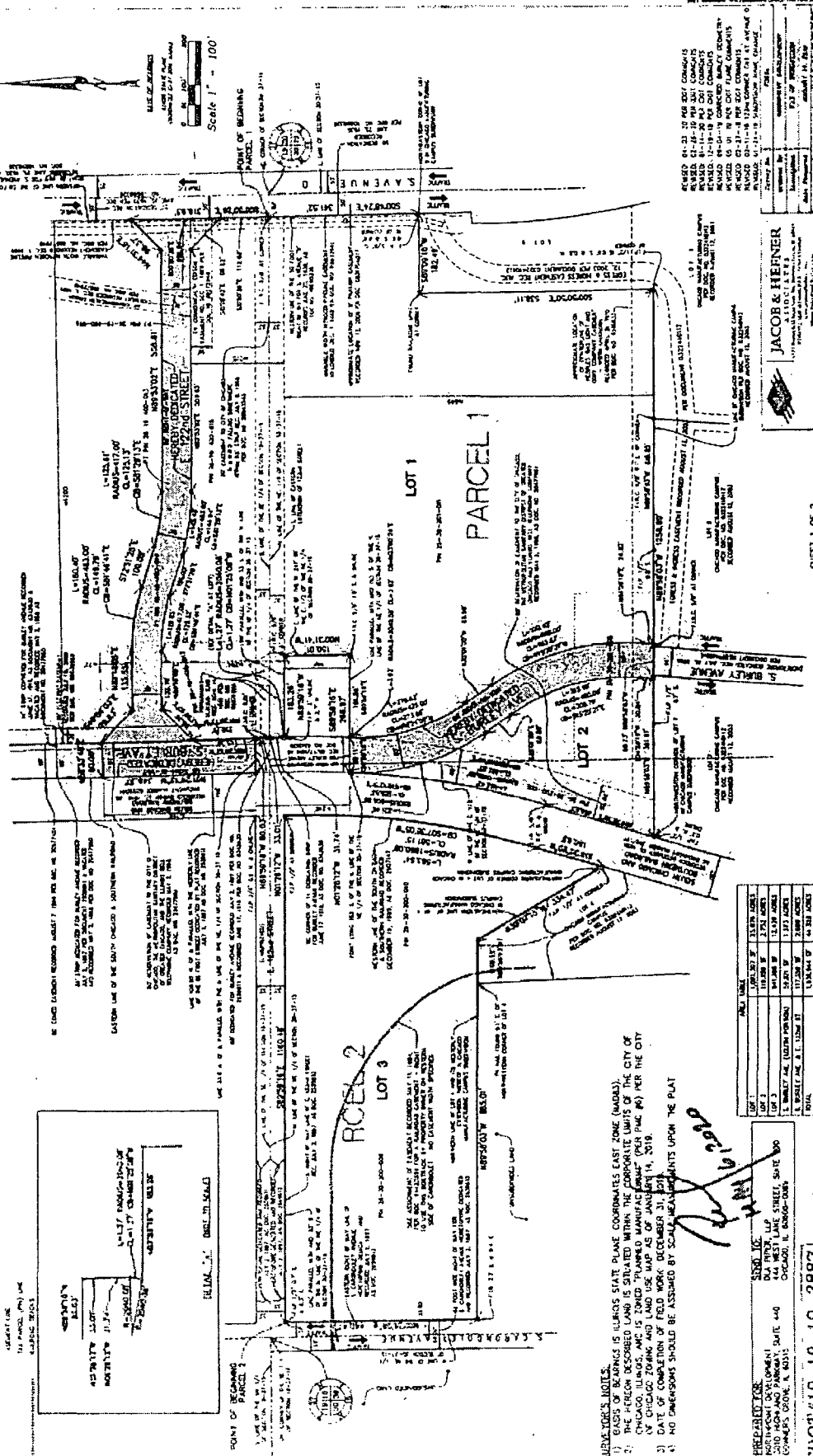


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Honorable Alderman Susan Sadlowski Garza  
Ward 10

# EXHIBIT "A" PLAT OF SUBDIVISION NORTHPOINT'S AVENUE O INDUSTRIAL PARK - SUBDIVISION 1

PART OF THE SOUTHEAST QUARTER OF SECTION 19 AND PART OF THE NORTHEAST QUARTER OF SECTION 30, ALL IN  
TOWNSHIP 37 NORTH, RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS



LOT	AREA	ACRES
LOT 1	10,000.00	0.22957
LOT 2	10,000.00	0.22957
LOT 3	10,000.00	0.22957
TOTAL	30,000.00	0.68871

**PREPARED FOR:** BNSF INC.  
INDUSTRIAL DEVELOPMENT  
100 WEST LAFAYETTE STREET, SUITE 400  
CHICAGO, ILLINOIS 60601

**DATE:** 10/10/19

**CUVOT #19-10-19-3887**

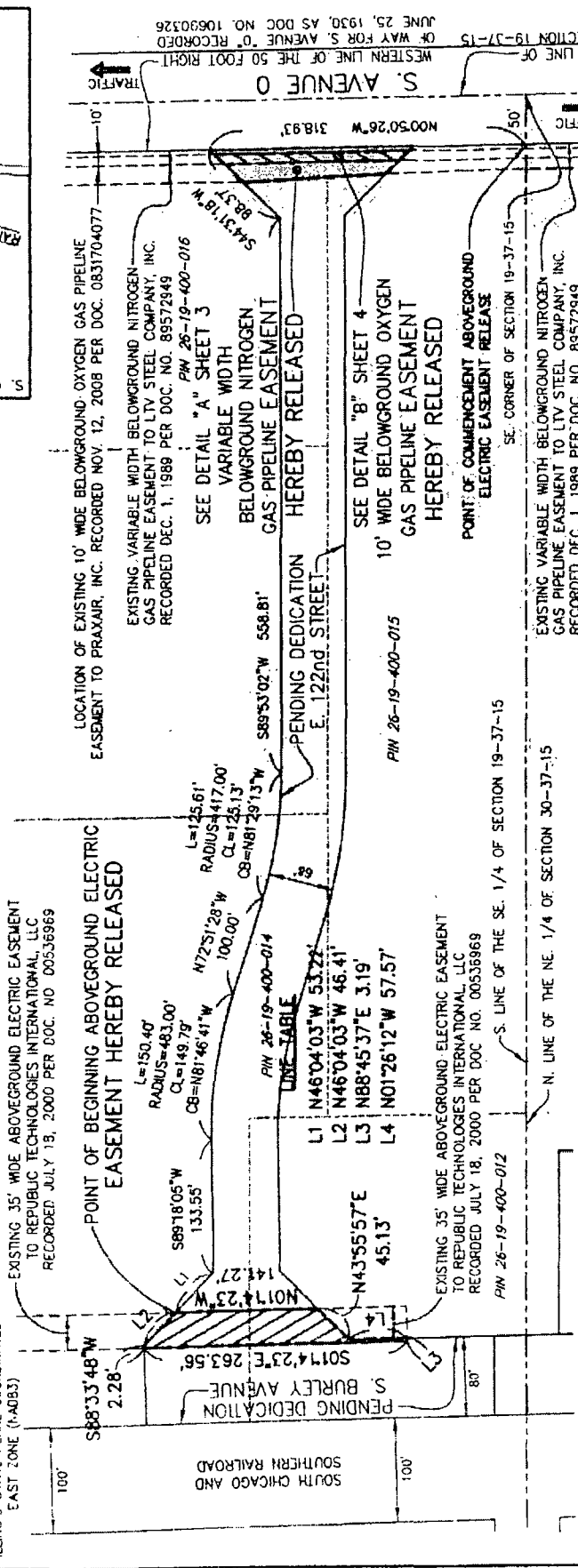
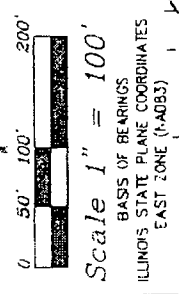
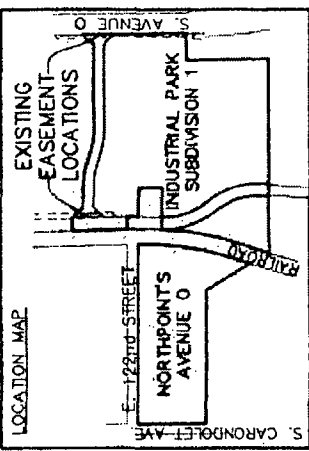
- SURVEYOR'S NOTES:**
- GAST OF BEARINGS IS ILLINOIS STATE PLANE COORDINATES EAST ZONE (NAD83).
  - THE HEREON DESCRIBED LAND IS SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF CHICAGO, ILLINOIS, AND IS ZONED "PLANNED MANUFACTURE" (PER P.M.C. #8) PER THE CITY OF CHICAGO ZONING AND LAND USE MAP AS OF JANUARY 14, 2019.
  - DATE OF COMPLETION OF RECORDS HEREON IS DECEMBER 31, 2019.
  - NO DIMENSIONS SHOULD BE ASSUMED BY SUBSEQUENT PURCHASERS UPON THE PLAT.

**JACOB & HEERNER**  
SURVEYORS  
100 WEST LAFAYETTE STREET, SUITE 400  
CHICAGO, ILLINOIS 60601  
PHONE: (312) 467-1000  
FAX: (312) 467-1001  
WWW.JACOBANDHEERNER.COM



# EXHIBIT "B" PLAT OF EASEMENT RELEASE

OF  
PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH,  
RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS



*Handwritten signature and date: [Signature] 10/10/08*

CDOT#19-10-19-3887

SHEET 1 OF 5

**JACOB & HEFNER ASSOCIATES**  
 1333 Westpark Road, Suite 100, Downers Grove, IL 60515  
 Tel: 630-580-7700 Fax: 630-580-7701

PROJECT NO.	19-10-19-3887
ORDER BY	CDOT
DATE PREPARED	APRIL 10, 2008
SCALE	1" = 100'
DRAWN BY	TRV

WESTERN LINE OF THE 50 FOOT RIGHT OF WAY FOR S. AVENUE 0 RECORDED SECTION 19-37-15  
 N. LINE OF THE NE. 1/4 OF SECTION 30-37-15  
 S. LINE OF THE SE. 1/4 OF SECTION 19-37-15  
 PENDING DEDICATION HEREBY RELEASED  
 SEE DETAIL "A" SHEET 3  
 SEE DETAIL "B" SHEET 4  
 POINT OF COMMENCEMENT ABOVEGROUND ELECTRIC EASEMENT RELEASE  
 SE. CORNER OF SECTION 19-37-15  
 POINT OF BEGINNING ABOVEGROUND NITROGEN GAS PIPELINE EASEMENT TO LTV STEEL COMPANY, INC. RECORDED DEC. 1, 1989 PER DOC. NO. 89572949  
 LOCATION OF EXISTING 10' WIDE BELOWGROUND OXYGEN GAS PIPELINE EASEMENT TO PRAXAIR, INC. RECORDED NOV. 12, 2008 PER DOC. 0831704077

# EXHIBIT "B" PLAT OF EASEMENT RELEASE

OF  
PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH,  
RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS

EASEMENT HOLDER: CENDES/SCALE

STATE OF \_\_\_\_\_ } SS  
COUNTY OF \_\_\_\_\_ }

REPUBLIC TECHNOLOGIES INTERNATIONAL, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, HEREBY CERTIFIES THAT IT IS A NONEXCLUSIVE EASEMENT HOLDER OF RECORD AS REFERRED UNDER DOCUMENT NUMBER 00536868, RECORDED JULY 18, 2000, ON LIMITED PROPERTIES HEREIN INDICATED TO THE CITY OF CHICAGO FOR RIGHT OF WAY PURPOSES, AS DESCRIBED AND DEPicted ON THE ATTACHED PLAT. SAID EASEMENT HOLDER HEREBY RELEASES ITS EASEMENT INTERESTS WITH THE DOMAINS LISTED AS THE INTERESTS HEREOF AND IT IS CAUSED TO BE SIGNED ON ITS BEHALF BY ITS DULY AUTHORIZED AGENT. THIS INSTRUMENT ON

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020

REPUBLIC TECHNOLOGIES INTERNATIONAL, L.L.C.  
A DELAWARE LIMITED LIABILITY COMPANY  
(L/L/C REPUBLIC STEEL)  
2433 NORTH STREET N.E.  
CANTON, OH 44704

BY: \_\_\_\_\_

OWNER

PRINTED: \_\_\_\_\_

INDEBT PUBLIC

STATE OF \_\_\_\_\_ } SS  
COUNTY OF \_\_\_\_\_ }

I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR THE COUNTY OF \_\_\_\_\_ AND

THE STATE OF \_\_\_\_\_ DO HEREBY CERTIFY THAT \_\_\_\_\_

PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND DELIVERED SAID INSTRUMENT AND (COLLECTIVELY) ACKNOWLEDGED THAT HE (THEY) SIGNED, SEALED AS HIS (THEIR) FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2020

NOTARY PUBLIC \_\_\_\_\_ COMMISSION EXPIRES \_\_\_\_\_


*Paul J. Hefner*  
10/19/2020

CDOT#19-10-19-3887

SHEET 2 OF 5

PARTIAL RELEASE OF EXISTING .35 FOOT WIDE ABOVEGROUND ELECTRIC EASEMENT -  
REPUBLIC TECHNOLOGIES INTERNATIONAL LLC RECORDED JULY 18, 2000, PER DOC. NO. 00536868  
THAT PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST,  
OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, BEING BOUNDED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19 WITH THE WESTERN RIGHT OF WAY LINE OF S. AVENUE O, SAID RIGHT OF WAY RECORDED JUNE 25, 1930, PER DOCUMENT NUMBER 10690326 IN THE OFFICE OF THE COOK COUNTY RECORDER, SAID POINT LYING 50 FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE NORTH 00 DEGREES 50 MINUTES 26 SECONDS WEST (BASIS OF BEARINGS - ILLINOIS STATE PLANE, COORDINATES EAST ZONE (NAD83)) ALONG SAID WESTERN RIGHT OF WAY LINE OF S. AVENUE O, SAID LINE BEING PARALLEL WITH AND 50 FEET WESTERLY OF THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 318.93 FEET; THENCE SOUTH 44 DEGREES 31 MINUTES 18 SECONDS WEST 98.37 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 02 SECONDS WEST 588.81 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE NORTH; THENCE WESTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 417.00 FEET AND AN ARC DISTANCE OF 125.61 FEET TO ITS POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 81 DEGREES 29 MINUTES 13 SECONDS WEST 125.13 FEET; THENCE NORTH 72 DEGREES 51 MINUTES 28 SECONDS WEST 100.00 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE SOUTH; THENCE WESTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 483.00 FEET AND AN ARC DISTANCE OF 150.40 FEET TO ITS POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 81 DEGREES 46 MINUTES 41 SECONDS WEST 149.79 FEET; THENCE SOUTH 89 DEGREES 18 MINUTES 05 SECONDS WEST 133.55 FEET; THENCE NORTH 46 DEGREES 04 MINUTES 03 SECONDS WEST 53.22 FEET TO A POINT ON THE EASTERN LINE OF THE .35 FOOT WIDE ELECTRIC EASEMENT GRANTED TO REPUBLIC TECHNOLOGIES INTERNATIONAL, LLC AND RECORDED JULY 18, 2000, PER DOC. NO. 00536868 IN THE OFFICE OF THE COOK COUNTY RECORDER (HEREINAFTER "REPUBLIC") AND TO THE POINT OF BEGINNING OF THIS ELECTRIC EASEMENT RELEASE DESCRIPTION; THENCE CONTINUING NORTH 46 DEGREES 04 MINUTES 03 SECONDS WEST 48.41 FEET; THENCE SOUTH 88 DEGREES 33 MINUTES 48 SECONDS WEST 2.28 FEET TO A POINT ON THE WESTERN LINE OF SAID "REPUBLIC" EASEMENT (THE FOLLOWING TWO (2) COURSES ARE ALONG THE BOUNDARY OF SAID "REPUBLIC" EASEMENT; : ) THENCE SOUTH 01 DEGREES 14 MINUTES 23 SECONDS EAST 263.56 FEET; : 2) THENCE NORTH 88 DEGREES 45 MINUTES 37 SECONDS EAST 3.19 FEET; THENCE NORTH 01 DEGREES 26 MINUTES 12 SECONDS WEST 57.57 FEET; THENCE NORTH 43 DEGREES 55 MINUTES 57 SECONDS EAST 45.13 FEET TO A POINT ON THE AFORESAID EASTERN LINE OF SAID "REPUBLIC" EASEMENT; THENCE NORTH 01 DEGREES 14 MINUTES 23 SECONDS WEST ALONG SAID EASTERN LINE 141.27 FEET TO THE POINT OF BEGINNING. ABOVE DESCRIBED PARCEL CONTAINING 6,340 SQUARE FEET OR 0.146 ACRES, MORE OR LESS.



**JACOB & HEFNER**  
ASSOCIATES

110 Deserfield Road, Suite 100, University City, IL 61813  
IL Not. Reg. File No. 0059917 Exp. 1-1-21

LIBERTY NO.	7984
ORDER BY	NORTHPOINT DEVELOPMENT
DESCRIPTION	PRIVATE STREET, JUNCTION, RELEASE
DATE PREPARED	APRIL 8, 2020
SCALE	N/A
SHEET NO.	2 OF 5

# EXHIBIT "B" PLAT OF EASEMENT RELEASE

PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS

EASEMENT HOLDER CERTIFICATE

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

LTV STEEL COMPANY, INC. A NEW JERSEY CORPORATION, HEREBY CERTIFIES THAT IT IS A NON-EXCLUSIVE EASEMENT HOLDER OF RECORD AS RESERVED UNDER DOCUMENT NUMBER 89572949, RECORDED DECEMBER 1, 1989, ON LIMITED PROPERTIES HEREIN DEDICATED TO THE CITY OF CHICAGO FOR RIGHT OF WAY PURPOSES. THE CITY OF CHICAGO HAS BEEN ADVISED THAT THE SAME EASEMENT HOLDER HEREBY RELEASES ITS OWN SEVERAL INTERESTS WITHIN THE DEDICATED LANDS AND IN WITNESS WHEREOF THE EASEMENT HOLDER HAS SIGNED, OR CAUSED TO BE SIGNED ON ITS BEHALF BY ITS DULY AUTHORIZED AGENT, THIS INSTRUMENT ON \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020

LTV STEEL COMPANY, INC. A NEW JERSEY CORPORATION  
HOLDING COMPANY  
INCORPORATED, OR 1414

BY \_\_\_\_\_ OWNER

WITNESSED:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

I, \_\_\_\_\_ A NOTARY PUBLIC IN AND FOR THE COUNTY OF \_\_\_\_\_ AND THE STATE OF \_\_\_\_\_ DO HEREBY CERTIFY THAT THE PERSON(S) WHOSE NAME(S) IS/ARE APPEARED IN THE FOREGOING INSTRUMENT AND AFFIRMED THIS TO BE IN FREEDOM AND DELIBERATE SENSE AND (SEVERALLY) ACKNOWLEDGED THAT HE (SHE, IT), SIGNED, SEALED AS HIS (THEIR) FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2020.

NOTARY PUBLIC \_\_\_\_\_ COMMISSION EXPIRES \_\_\_\_\_

PARTIAL RELEASE OF EXISTING VARIABLE WIDTH BELOWGROUND NITROGEN GAS PIPELINE EASEMENT - LTV STEEL COMPANY, INC. RECORDED DECEMBER 1, 1989, PER DOC. NO. 89572949

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, BEING BOUNDED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19 WITH THE WESTERN RIGHT OF WAY LINE OF S AVENUE 0, SAID RIGHT OF WAY RECORDED JUNE 25, 1920, PER DOCUMENT NUMBER 10690326 IN THE OFFICE OF THE COOK COUNTY RECORDER, SAID POINT LYING 50 FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE NORTH 00 DEGREES 50 MINUTES 26 SECONDS WEST (BASIS OF BEARINGS - ILLINOIS STATE PLANE COORDINATES EAST ZONE (NAD83)) ALONG SAID WESTERN RIGHT OF WAY LINE OF S AVENUE 0, SAID LINE BEING PARALLEL WITH AND 50 FEET WESTERLY OF THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 112.92 FEET TO THE POINT OF BEGINNING OF THIS NITROGEN PIPELINE EASEMENT RELEASE DESCRIPTION; THENCE CONTINUING NORTH 00 DEGREES 50 MINUTES 26 SECONDS WEST ALONG SAID WESTERN RIGHT OF WAY LINE OF S AVENUE 0 206.01 FEET; THENCE SOUTH 44 DEGREES 31 MINUTES 18 SECONDS WEST 46.22 FEET TO A POINT ON THE WESTERN LINE OF THE VARIABLE WIDTH NITROGEN PIPELINE EASEMENT GRANTED TO LTV STEEL COMPANY, INC. AND RECORDED DECEMBER 1, 1989, PER DOC. NO. 89572949 IN THE OFFICE OF THE COOK COUNTY RECORDER (HEREINAFTER LTV) ( THE FOLLOWING TWO (2) COURSES ARE ALONG THE WESTERN BOUNDARY OF SAID LTV EASEMENT: 1) THENCE SOUTH 00 DEGREES 49 MINUTES 48 SECONDS EAST 16.23 FEET; 2) THENCE SOUTH 02 DEGREES 40 MINUTES 45 SECONDS EAST 128.22 FEET; THENCE SOUTH 45 DEGREES 28 MINUTES 42 SECONDS EAST 40.96 FEET TO THE POINT OF BEGINNING ABOVE DESCRIBED PARCEL CONTAINING 5.439 SQUARE FEET OR 0.125 ACRES, MORE OR LESS.

EXISTING VARIABLE WIDTH BELOWGROUND NITROGEN GAS PIPELINE EASEMENT TO LTV STEEL COMPANY, INC. RECORDED DEC. 1, 1989 PER DOC. NO. 89572949

PENDING DEDICATION HEREBY RELEASED

POINT OF BEGINNING NITROGEN GAS PIPELINE EASEMENT RELEASE

POINT OF COMMENCEMENT BELOWGROUND NITROGEN GAS PIPELINE EASEMENT RELEASE

SE. CORNER OF SECTION 19-37-15

EXISTING VARIABLE WIDTH BELOWGROUND NITROGEN GAS PIPELINE EASEMENT TO LTV STEEL COMPANY, INC. RECORDED DEC. 1, 1989 PER DOC. NO. 89572949

WESTERN LINE OF THE 50 FOOT RIGHT OF WAY FOR S AVENUE 0

TRAFFIC

S. AVENUE 0

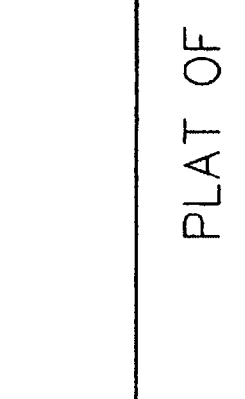
TRAFFIC

SCALE 1" = 100'

LINE TABLE

L5 S44°31'18"W 46.22'  
L6 S00°49'48"E 16.23'  
L7 S02°40'45"E 128.22'  
L8 S45°28'42"E 40.96'

DETAIL "A"



EXISTING VARIABLE WIDTH BELOWGROUND NITROGEN GAS PIPELINE EASEMENT TO LTV STEEL COMPANY, INC. RECORDED DEC. 1, 1989 PER DOC. NO. 89572949

PENDING DEDICATION HEREBY RELEASED

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TRAFFIC

S. AVENUE 0

TRAFFIC

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WESTERN LINE OF THE 50 FOOT RIGHT OF WAY FOR S AVENUE 0

TRAFFIC

S. AVENUE 0

TRAFFIC

SCALE 1" = 100'

LINE TABLE

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SE. CORNER OF SECTION 19-37-15

EXISTING VARIABLE WIDTH BELOWGROUND NITROGEN GAS PIPELINE EASEMENT TO LTV STEEL COMPANY, INC. RECORDED DEC. 1, 1989 PER DOC. NO. 89572949

WESTERN LINE OF THE 50 FOOT RIGHT OF WAY FOR S AVENUE 0

TRAFFIC

S. AVENUE 0

TRAFFIC

SCALE 1" = 100'

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DETAIL "A"

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SE. CORNER OF SECTION 19-37-15

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WESTERN LINE OF THE 50 FOOT RIGHT OF WAY FOR S AVENUE 0

TRAFFIC

S. AVENUE 0

TRAFFIC

SCALE 1" = 100'

LINE TABLE

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L6 S00°49'48"E 16.23'  
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DETAIL "A"

EXISTING VARIABLE WIDTH BELOWGROUND NITROGEN GAS PIPELINE EASEMENT TO LTV STEEL COMPANY, INC. RECORDED DEC. 1, 1989 PER DOC. NO. 89572949

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POINT OF COMMENCEMENT BELOWGROUND NITROGEN GAS PIPELINE EASEMENT RELEASE

SE. CORNER OF SECTION 19-37-15

EXISTING VARIABLE WIDTH BELOWGROUND NITROGEN GAS PIPELINE EASEMENT TO LTV STEEL COMPANY, INC. RECORDED DEC. 1, 1989 PER DOC. NO. 89572949

WESTERN LINE OF THE 50 FOOT RIGHT OF WAY FOR S AVENUE 0

TRAFFIC

S. AVENUE 0

TRAFFIC

SCALE 1" = 100'

LINE TABLE

L5 S44°31'18"W 46.22'  
L6 S00°49'48"E 16.23'  
L7 S02°40'45"E 128.22'  
L8 S45°28'42"E 40.96'

DETAIL "A"

EXISTING VARIABLE WIDTH BELOWGROUND NITROGEN GAS PIPELINE EASEMENT TO LTV STEEL COMPANY, INC. RECORDED DEC. 1, 1989 PER DOC. NO. 89572949

PENDING DEDICATION HEREBY RELEASED

POINT OF BEGINNING NITROGEN GAS PIPELINE EASEMENT RELEASE

POINT OF COMMENCEMENT BELOWGROUND NITROGEN GAS PIPELINE EASEMENT RELEASE

SE. CORNER OF SECTION 19-37-15

EXISTING VARIABLE WIDTH BELOWGROUND NITROGEN GAS PIPELINE EASEMENT TO LTV STEEL COMPANY, INC. RECORDED DEC. 1, 1989 PER DOC. NO. 89572949

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POINT OF COMMENCEMENT BELOWGROUND NITROGEN GAS PIPELINE EASEMENT RELEASE

SE. CORNER OF SECTION 19-37-15

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SE. CORNER OF SECTION 19-37-15

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POINT OF COMMENCEMENT BELOWGROUND NITROGEN GAS PIPELINE EASEMENT RELEASE

SE. CORNER OF SECTION 19-37-15

EXISTING VARIABLE WIDTH BELOWGROUND NITROGEN GAS PIPELINE EASEMENT TO LTV STEEL COMPANY, INC. RECORDED DEC. 1, 1989 PER DOC. NO. 89572949

WESTERN LINE OF THE 50 FOOT RIGHT OF WAY FOR S AVENUE 0

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EXISTING VARIABLE WIDTH BELOWGROUND NITROGEN GAS PIPELINE EASEMENT TO LTV STEEL COMPANY, INC. RECORDED DEC. 1, 1989 PER DOC. NO. 89572949

PENDING DEDICATION HEREBY RELEASED

POINT OF BEGINNING NITROGEN GAS PIPELINE EASEMENT RELEASE

POINT OF COMMENCEMENT BELOWGROUND NITROGEN GAS PIPELINE EASEMENT RELEASE

SE. CORNER OF SECTION 19-37-15

EXISTING VARIABLE WIDTH BELOWGROUND NITROGEN GAS PIPELINE EASEMENT TO LTV STEEL COMPANY, INC. RECORDED DEC. 1, 1989 PER DOC. NO. 89572949

WESTERN LINE OF THE 50 FOOT RIGHT OF WAY FOR S AVENUE 0

TRAFFIC

S. AVENUE 0

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EXISTING VARIABLE WIDTH BELOWGROUND NITROGEN GAS PIPELINE EASEMENT TO LTV STEEL COMPANY, INC. RECORDED DEC. 1, 1989 PER DOC. NO. 89572949

PENDING DEDICATION HEREBY RELEASED

POINT OF BEGINNING NITROGEN GAS PIPELINE EASEMENT RELEASE

POINT OF COMMENCEMENT BELOWGROUND NITROGEN GAS PIPELINE EASEMENT RELEASE

SE. CORNER OF SECTION 19-37-15

EXISTING VARIABLE WIDTH BELOWGROUND NITROGEN GAS PIPELINE EASEMENT TO LTV STEEL COMPANY, INC. RECORDED DEC. 1, 1989 PER DOC. NO. 89572949

WESTERN LINE OF THE 50 FOOT RIGHT OF WAY FOR S AVENUE 0

TRAFFIC

S. AVENUE 0

TRAFFIC

SCALE 1" = 100'

# EXHIBIT "B" PLAT OF EASEMENT RELEASE

OF  
PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH,  
RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS

EASEMENT HOLDER GERIESEAL  
STATE OF \_\_\_\_\_ ) 55  
COUNTY OF \_\_\_\_\_ )

PRAXAIR, INC., A DELAWARE CORPORATION, HEREBY CERTIFIES THAT IT IS A NON-EXCLUSIVE EASEMENT HOLDER OF RECORD AS RESERVED UNDER DOCUMENT NO. 0831704077 IN THE COUNTY OF COOK, ILLINOIS. THIS INSTRUMENT IS HERIN DEDICATED TO THE CITY OF CHICAGO FOR RIGHT OF WAY PURPOSES AS DESCRIBED AND DEPICTED ON THE ATTACHED PLAT. SAID EASEMENT HOLDER HEREBY RELEASES ITS EASEMENT INTERESTS WITHIN THE DEDICATED LOTS AND IN WITNESS WHEREOF THE EASEMENT HOLDER HAS SIGNED, OR CAUSED TO BE SIGNED ON ITS BEHALF BY ITS DULY AUTHORIZED AGENT, THIS INSTRUMENT ON

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2026  
PRAXAIR, INC., A DELAWARE CORPORATION  
39 D.C. ROZEMARY ROAD  
DANBURY, CT 06813

BY \_\_\_\_\_ OWNER  
PRINTED: \_\_\_\_\_  
NOTARIAL PUBLIC

STATE OF \_\_\_\_\_ ) 55  
COUNTY OF \_\_\_\_\_ )  
I, \_\_\_\_\_ A NOTARY PUBLIC IN AND FOR THE COUNTY  
OF \_\_\_\_\_ AND THE STATE OF \_\_\_\_\_ DO HEREBY  
CERTIFY THAT \_\_\_\_\_ PERSONALLY KNOWN TO ME  
TO BE THE SAME PERSON(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE  
FORGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND  
DELIVERED SAID INSTRUMENT AND (SEVERALLY) ACKNOWLEDGED THAT HE  
(SHE) SIGNED, SEALED AS HIS (HER) FREE AND VOLUNTARY ACT FOR THE  
USES AND PURPOSES HEREIN SET FORTH.

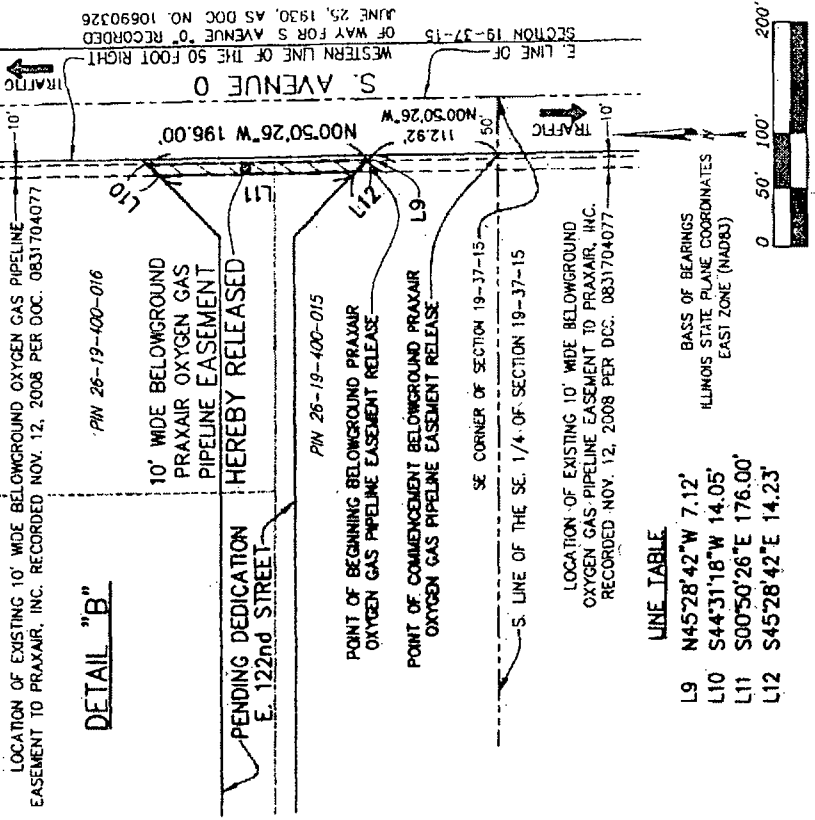
GIVEN UNDER MY HAND AND NOTARIAL SEAL  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2026.

NOTARY PUBLIC \_\_\_\_\_ COMMISSION EXPIRES \_\_\_\_\_

PARTIAL RELEASE OF 10 FOOT WIDE BELOWGROUND  
OXYGEN GAS PIPELINE EASEMENT - PRAXAIR, INC.  
RECORDED NOVEMBER 12, 2008 PER DOC. NO.  
0831704077

THAT PART OF THE SOUTHEAST QUARTER OF SECTION  
19, TOWNSHIP 37 NORTH, RANGE 15 EAST, OF THE  
THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS,  
BEING SOUNDED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE  
OF THE SOUTHEAST QUARTER OF SAID SECTION 19 WITH  
THE WESTERN RIGHT OF WAY LINE OF S. AVENUE O,  
SAID RIGHT OF WAY RECORDED JUNE 25, 1930, PER  
DOCUMENT NUMBER 10890328 IN THE OFFICE OF THE  
COOK COUNTY RECORDER, SAID POINT LYING 50 FEET  
WEST OF THE SOUTHEAST CORNER OF THE SOUTHEAST  
QUARTER OF SAID SECTION 19; THENCE NORTH 00  
DEGREES 50 MINUTES 26 SECONDS WEST (BASIS OF  
BEARINGS - ILLINOIS STATE PLANE COORDINATES EAST  
ZONE (NAD83)) ALONG SAID WESTERN RIGHT OF WAY  
LINE OF S. AVENUE O, SAID LINE BEING PARALLEL WITH  
AND 50 FEET WESTERLY OF THE EAST LINE OF THE  
SOUTHEAST QUARTER OF SAID SECTION 19, A DISTANCE  
OF 112.82 FEET; THENCE NORTH 45 DEGREES 28  
MINUTES 42 SECONDS WEST 7.12 FEET TO A POINT ON  
THE EASTERN LINE OF A 10 FOOT WIDE PIPELINE  
EASEMENT GRANTED TO PRAXAIR, INC. AND RECORDED  
NOVEMBER 12, 2008, PER DOC. NO. 0831704077 IN THE  
OFFICE OF THE COOK COUNTY RECORDER (HEREINAFTER  
"PRAXAIR"), SAID POINT ALSO BEING THE POINT OF  
BEGINNING OF THIS PIPELINE EASEMENT RELEASE  
DESCRIPTION; THENCE NORTH 00 DEGREES 50 MINUTES  
26 SECONDS WEST ALONG THE EASTERN LINE OF SAID  
PRAXAIR EASEMENT 196.00 FEET; THENCE SOUTH 44  
DEGREES 31 MINUTES 18 SECONDS WEST 14.05 FEET TO  
A POINT ON THE WESTERN LINE OF SAID PRAXAIR  
EASEMENT; THENCE SOUTH 00 DEGREES 50 MINUTES 26  
SECONDS EAST ALONG THE WESTERN LINE OF SAID  
PRAXAIR EASEMENT 176.00 FEET; THENCE SOUTH 45  
DEGREES 28 MINUTES 42 SECONDS EAST 14.23 FEET TO  
THE POINT OF BEGINNING, ABOVE DESCRIBED PARCEL  
CONTAINING 1,860 SQUARE FEET OR 0.043 ACRES, MORE  
OR LESS.



Scale 1" = 100'

**JACOB & HEFNER ASSOCIATES**

1111 Northland Road, Suite 100, Downers Grove, IL 60155  
1111 Northland Road, Suite 100, Downers Grove, IL 60155

SURV. NO.	PHYS.
ORDER BY	INSTRUMENT DEVELOPMENT
DESCRIPTION	PIPELINE EASEMENT RELEASE
DATE PREPARED	APRIL 06, 2026
SCALE	1" = 100' GRAPHIC

P.L.N.s
26-19-400-012
26-19-400-014
26-19-400-015
26-19-400-016

# EXHIBIT "B"

## PLAT OF EASEMENT RELEASE

PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH,  
RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS

**LEGEND**

<p>XXXX (XXX.XX) MEASURED DIMENSION</p> <p>TRAFFIC  RECORD DIMENSION</p> <p>TRAFFIC FLOW DIRECTION</p>	<p>SECTION/QUARTER SECTION LINE</p> <p>BOUNDARY LINE</p> <p>EASEMENT LINE</p> <p>TAX PARCEL (PIN) LINE</p>	<p> PORTION OF 35' WIDE ABOVEGROUND ELECTRIC EASEMENT TO REPUBLIC TECHNOLOGIES INTERNATIONAL, LLC RECORDED JULY 18, 2000 PER DOC. NO. 00536969 HEREBY RELEASED</p> <p> PORTION OF VARIABLE WIDTH BELOWGROUND NITROGEN GAS PIPELINE EASEMENT TO LTY STEEL COMPANY, INC RECORDED DEC. 1, 1988 PER DOC. NO. 00536969 HEREBY RELEASED</p> <p> PORTION OF 10' WIDE BELOWGROUND OXYGEN GAS PIPELINE EASEMENT TO PRAXAIR, INC. RECORDED NOV. 12, 2008 PER DOC. NO. 0831704077 HEREBY RELEASED</p>
--	--	--

**SURVEYOR'S NOTES:**

- 1) BASIS OF BEARINGS IS ILLINOIS STATE PLANE COORDINATES EAST ZONE (NAD83).
- 2) DATE OF COMPLETION OF FIELD WORK: DECEMBER 31, 2018.
- 3) NO DIMENSIONS SHOULD BE ASSUMED BY SCALE MEASUREMENTS UPON THE PLAT.

STATE OF ILLINOIS ) SS  
COUNTY OF DUPAGE )

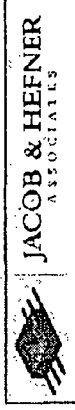
I HEREBY CERTIFY THAT AT THE REQUEST OF THE OWNERS, I HAVE PREPARED THIS PLAT FOR THE PURPOSE OF RELEASING EASEMENTS. DIMENSIONS ARE GIVEN IN FEET AND DECIMALS OF A FOOT. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

I HEREBY AUTHORIZE THE OWNER OR THEIR AGENT TO FILE THIS PLAT OF EASEMENT RELEASE WITH THE COOK COUNTY RECORDER'S OFFICE. GIVEN UNDER MY HAND AND SEAL THIS 5TH DAY OF APRIL, A.D. 2020.



*Carl J. Cook*

CARL J COOK  
JACOB & HEFNER ASSOCIATES, INC.  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-00353  
MY LICENSE EXPIRES NOVEMBER 30, 2020



SURVEY NO.	19-10-19-3887
OWNER	DLA PIPER, LLP
DESCRIPTION	NORTHPOINT DEVELOPMENT
DATE PREPARED	APRIL 10, 2020
SCALE	N/A
DATE	APRIL 10, 2020

CHICAGO DEPARTMENT OF TRANSPORTATION

COOK COUNTY

CHICAGO DEPARTMENT OF FINANCE

PREPARED FOR:  
NORTHPOINT DEVELOPMENT  
3010 HIGHLAND PARKWAY, SUITE 440  
DOWNERS GROVE, IL 60515

SEND TO:  
DLA PIPER, LLP  
444 WEST LAMAR STREET, SUITE 900  
CHICAGO, IL 60606-0089

CDOT #19-10-19-3887

APR 10 2020





# EXHIBIT "C" PLAT OF EASEMENT

PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH,  
RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS

EASEMENT HOLDER CERTIFICATE

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

LTV STEEL COMPANY, INC. A NEW JERSEY CORPORATION, HEREBY CERTIFIES THAT IT MAINTAINS BELOWGROUND NITROGEN GAS PIPELINE FACILITIES WITH THE PROPERTIES BEING DELEGATED TO THE CITY OF CHICAGO FOR BENTON'S PURPOSES, AND AS SHOWN ON THE ATTACHED PLAT THE EASEMENT HOLDER HEREBY ACCEPTS THE NONEXCLUSIVE EASEMENT HEREBY GRANTED, AS LEGALLY DESCRIBED AND SHOWN THEREON, TO THE CITY OF CHICAGO, ILLINOIS, FOR THE PURPOSES SET FORTH IN THE INSTRUMENT, AND IN WITNESS WHEREOF THE EASEMENT HOLDER HAS SIGNED OR CAUSED TO BE SIGNED ON ITS BEHALF BY ITS DULY AUTHORIZED AGENT, THIS INSTRUMENT ON \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020  
LTV STEEL COMPANY, INC. A NEW JERSEY CORPORATION  
100 PARK CENTER DRIVE  
CLEVELAND, OH 44114

BY \_\_\_\_\_ OWNER  
PRINTED: \_\_\_\_\_

NOTARY PUBLIC

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

\_\_\_\_\_ A NOTARY PUBLIC IN AND FOR THE COUNTY OF \_\_\_\_\_ AND THE STATE OF \_\_\_\_\_ DO HEREBY CERTIFY THAT PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND DELIVERED SAID INSTRUMENT AND (SPECIALLY) ACKNOWLEDGED THAT HE (THEY) SIGNED, SEALED AS HIS (THEIR) FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH, GIVEN UNDER MY HAND AND NOTARIAL SEAL.

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

NOTARY PUBLIC \_\_\_\_\_ COMMISSION EXPIRES \_\_\_\_\_

*Red 10/20/20*

CDOT#19-10-19-3887

SHEET 3 OF 4

EASEMENT HOLDER CERTIFICATE

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

PRAXAIR, INC. A DELAWARE CORPORATION, HEREBY CERTIFIES THAT IT MAINTAINS BELOWGROUND OXYGEN GAS PIPELINE FACILITIES WITH THE PROPERTIES BEING DELEGATED TO THE CITY OF CHICAGO FOR BENTON'S PURPOSES, AND AS SHOWN ON THE ATTACHED PLAT, THE EASEMENT HOLDER HEREBY ACCEPTS THE NONEXCLUSIVE EASEMENT HEREBY GRANTED, AS LEGALLY DESCRIBED AND SHOWN THEREON, TO THE CITY OF CHICAGO, ILLINOIS, FOR THE PURPOSES SET FORTH IN THE INSTRUMENT, AND IN WITNESS WHEREOF THE EASEMENT HOLDER HAS SIGNED OR CAUSED TO BE SIGNED ON ITS BEHALF BY ITS DULY AUTHORIZED AGENT, THIS INSTRUMENT ON \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020  
PRAXAIR, INC. A DELAWARE CORPORATION  
5000 WILSON ROAD  
DANBURY, CT 06811

BY \_\_\_\_\_ OWNER  
PRINTED: \_\_\_\_\_

NOTARY PUBLIC

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

\_\_\_\_\_ A NOTARY PUBLIC IN AND FOR THE COUNTY OF \_\_\_\_\_ AND THE STATE OF \_\_\_\_\_ DO HEREBY CERTIFY THAT PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND DELIVERED SAID INSTRUMENT AND (SPECIALLY) ACKNOWLEDGED THAT HE (THEY) SIGNED, SEALED AS HIS (THEIR) FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH, GIVEN UNDER MY HAND AND NOTARIAL SEAL.

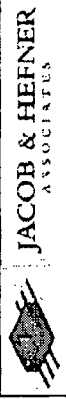
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_ COMMISSION EXPIRES \_\_\_\_\_

GRANT OF BELOWGROUND 10 FOOT WIDE  
GAS PIPELINE EASEMENT  
FOR OXYGEN GAS PIPELINE TO PRAXAIR, INC., AND  
FOR NITROGEN GAS PIPELINE TO LTV STEEL COMPANY, INC.

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, BEING BOUNDED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19 WITH THE WESTERN RIGHT OF WAY LINE OF S. AVENUE O, SAID RIGHT OF WAY RECORDED JUNE 25, 1930, PER DOCUMENT NUMBER 10890326 IN THE OFFICE OF THE COOK COUNTY RECORDER, SAID POINT LYING 50 FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE NORTH 00 DEGREES 50 MINUTES 26 SECONDS WEST (BASIS OF BEARINGS - ILLINOIS STATE PLANE COORDINATES EAST ZONE (NAD83)) ALONG SAID WESTERN RIGHT OF WAY LINE OF S. AVENUE O, SAID LINE BEING PARALLEL WITH AND 50 FEET WESTERLY OF THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 112.92 FEET; THENCE NORTH 45 DEGREES 28 MINUTES 42 SECONDS WEST 312 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION; THENCE CONTINUING NORTH: 45 DEGREES 28 MINUTES 42 SECONDS WEST 14.23 FEET; THENCE NORTH 00 DEGREES 50 MINUTES 26 SECONDS WEST 176.00 FEET; THENCE NORTH 00 DEGREES 50 MINUTES 26 SECONDS EAST 14.05 FEET; THENCE SOUTH 00 DEGREES 50 MINUTES 26 SECONDS EAST 196.00 FEET TO THE POINT OF BEGINNING, ABOVE DESCRIBED PARCEL CONTAINING 1,860 SQUARE FEET OR 0.043 ACRES, MORE OR LESS.



SURVEY NO.	PRAXAIR
OWNER BY	NOTARIAL INSTRUMENT
DESCRIPTION	PRIVATE UTILITY EASEMENT
DATE PREPARED	APRIL 10, 2020
SCALE	N/A
DRAWN BY	TGF

JACOB & HEFNER ASSOCIATES  
1111 Dearborn Park Drive, Suite 200, Des Plaines, IL 60018  
Tel: 847.399.1111 Fax: 847.399.1112

CDOT#19-10-19-3887

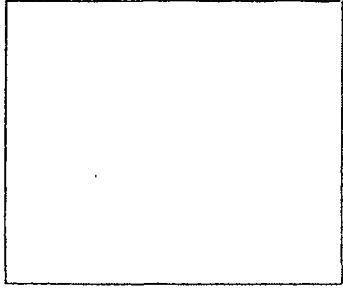
PIN 5
26-19-400-012
26-19-400-014
26-19-400-015
26-19-400-016

# EXHIBIT "C" PLAT OF EASEMENT

PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH,  
RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS

**LEGEND**

<p>XXXX'X' MEASURED DIMENSION (XXX.XX') RECORD DIMENSION</p> <p>TRAFFIC ← TRAFFIC FLOW DIRECTION</p> <p>SECTION/QUARTER SECTION LINE</p> <p>BOUNDARY LINE</p> <p>EASEMENT LINE</p> <p>TAX PARCEL (PIN) LINE</p>	<p>10 FOOT WIDE ABOVEGROUND ELECTRIC EASEMENT HEREBY GRANTED FOR ELECTRIC LINES TO REPUBLIC TECHNOLOGIES INTERNATIONAL, LLC</p> <p>10 FOOT WIDE BELOWGROUND GAS PIPELINE EASEMENT HEREBY GRANTED FOR OXYGEN GAS PIPELINE TO PRAXAIR, INC. AND FOR NITROGEN GAS PIPELINE TO LTV STEEL COMPANY, INC.</p>
---	--



CHICAGO DEPARTMENT OF TRANSPORTATION

- SURVEYOR'S NOTES:**
- 1) BASIS OF BEARINGS IS ILLINOIS STATE PLANE COORDINATES EAST ZONE (NAD83).
  - 2) DATE OF COMPLETION OF FIELD WORK: DECEMBER 31, 2018.
  - 3) NO DIMENSIONS SHOULD BE ASSUMED BY SCALE MEASUREMENTS UPON THE PLAT.

COOK COUNTY

CHICAGO DEPARTMENT OF FINANCE

SEND TO:  
DLA PIPER, LLP  
444 WEST LAKE STREET, SUITE 900  
CHICAGO, IL 60608-0089

PREPARED FOR:  
NORTHPOINT DEVELOPMENT  
3010 HIGHLAND PARKWAY, SUITE 440  
DOWNERS GROVE, IL 60515

**CDOT#19-10-19-3887**

**SURVEYOR'S CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) SS

I HEREBY CERTIFY THAT, AT THE REQUEST OF THE OWNERS, I HAVE PREPARED THIS PLAT FOR THE PURPOSE OF GRANTING EASEMENTS. DIMENSIONS ARE GIVEN IN FEET AND DECIMALS OF A FOOT. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

I HEREBY AUTHORIZE THE OWNER OR THEIR AGENT TO FILE THIS PLAT OF EASEMENT RESERVATION WITH THE COOK COUNTY RECORDER'S OFFICE. GIVEN UNDER MY HAND AND SEAL THIS 10TH DAY OF APRIL, A.D. 2020.



CARL J. COOK  
JACOB & HEFFNER ASSOCIATES, INC.  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. J5-003543  
MY LICENSE EXPIRES NOVEMBER 30, 2020

*Carl J. Cook*

**JACOB & HEFFNER ASSOCIATES**

1540 Northlawn Road, Suite 100, Downers Grove, IL 60515  
Ill. Prof. Register File No. 18-0000033 Exp. 11/30/22

SURVEY NO.	19-10-19-3887
ORDER BY	NORTHPOINT DEVELOPMENT
PREPARED BY	PRIVATE UTILITY EASEMENT
DATE	12/31/2018
SCALE	N/A
DATE	12/31/2018



CHICAGO DEPARTMENT OF TRANSPORTATION  
CITY OF CHICAGO

05/01/2020

Mark A. Flessner  
Corporation Counsel  
Room 600 - City Hall  
Chicago, IL 60602-1289

Attention: Lisa Misher  
Deputy Corporation Counsel

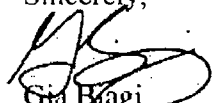
**Re: Northpoint's Avenue O Industrial Park—Subdivision 1**  
**Subdivision File: 19/30-10-19-3887**

Dear Mr. Flessner:

Pursuant to a request from NP Avenue O, LLC, we are transmitting herewith for your review and approval as to form and legality an original and three (3) copies of a proposed "Northpoint's Avenue O Industrial Park--Subdivision 1", being a subdivision bounded approximately by E. 126<sup>th</sup> Street, S. Avenue O, S. Carondelet Avenue and E. 117<sup>th</sup> Street (including dedications for E. 122<sup>nd</sup> Street and the extension of S. Burley Avenue), for owner and developer Northpoint Avenue O, LLC, in substantially the form shown in the attached plat which for greater certainty is hereby made a part of this ordinance. This property is located in the 10th Ward.

The people to contact in connection with this proposed ordinance are Attorney Elizabeth Butler at 312-368-4092, and Engineer for the developer Christina Hubacek at 331-251-3111.

Sincerely,

  
Gia Bagi  
Commissioner

GB: WH: RD

cc: Alderman Susan Sadlowski Garza  
Alderman Howard Brookins  
Sandra Foreman/w Attach. Dwg.-s.f. & Ord.(3) file copies  
(2) Maps & Plats

**EXHIBIT D  
To Subdivision Ordinance**

**PREPARED BY AND AFTER  
RECORDING RETURN TO:**

**Joseph Cashman  
Assistant Corporation Counsel  
City of Chicago  
Department of Law  
Real Estate and Land Use Division  
121 North LaSalle Street, Room 600  
Chicago, Illinois 60602**

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

**(NorthPoint Avenue O Industrial Park – Phase I)**

This Agreement (the "Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the **CITY OF CHICAGO**, an Illinois municipal corporation ("City"), by and through its Department of Water Management ("DWM"), and the **NP AVENUE O, LLC**, a Missouri limited liability company ("Developer"). As used in this Agreement, "Developer" shall also include, and this Agreement shall be binding upon, Developer's successors, transferees and assigns. City and Developer are collectively referred to herein as the "Parties".

*Witnesseth:*

**WHEREAS**, Developer is the owner of approximately 200 acres of land generally located west and south of the intersection of 116th Street and Avenue O, Chicago (the "Developer Property"); and

**WHEREAS**, Developer intends to develop the Developer Property with up to approximately 2.2 million square feet of industrial and distribution center space to be constructed in multiple phases (the "Developer Project"); and

**WHEREAS**, in connection with the first phase of Developer Project ("Phase I"), by ordinance adopted by the City Council of the City of Chicago (the "City Council") on [\_\_\_\_\_, 2020] and published in the Journal of Proceedings of the City Council (the "Journal") for such date at pages [\_\_\_\_\_] (the "Subdivision Ordinance"), the City Council approved Developer's Plat of Subdivision, as shown on the Plat of Subdivision ("Plat of Subdivision"), NorthPoint Avenue O Industrial Park – Phase I ("Subdivision") attached hereto and made a part hereof as **Exhibit A**; and

**WHEREAS**, the Subdivision Ordinance and the Subdivision relate to an approximately

44-acre portion of the Developer Property ("Project Property"), which is included in the Subdivision as legally described on Exhibit B, attached hereto and made a part hereof; and

**WHEREAS**, Developer intends to construct an approximately 358,879 square foot building upon the Project Property (the "Phase I Project"); and

**WHEREAS**, as part of the Phase I Project, the Developer shall dedicate and construct, to the Chicago Department of Transportation ("CDOT") standards, as required by the Subdivision Ordinance, a new segment of Burley Avenue ("New Burley Avenue"), and a new segment of East 122nd Street ("New 122nd Street", and together with New Burley Avenue, such dedicated public right of way is referred to herein as the "New Dedicated Roadways") which dedicated areas are depicted on the Plat of Subdivision, Exhibit A; and

**WHEREAS**, the recordation of the City's stamped and approved Plat of Subdivision and Subdivision Ordinance with the Office of the Cook County Recorder of Deeds shall constitute the City's acceptance of the New Dedicated Roadways; and

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

**WHEREAS**, as a result of the Phase I Project, the Project Property will require facilities to control, treat, and dispose of surface water, including the New Dedicated Roadways Stormwater, defined herein; and

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

**WHEREAS**, the Developer Drainage System in the Phase I Project shall include certain no build areas restrictions ("No Build Areas"), as depicted and described on the Plat of No Build Restriction attached hereto as Exhibit D and made a part hereof, which restrictions are further provided for herein; and

**WHEREAS**, elements of the Developer Drainage System will be located within the Project Property and/or the Developer Property while certain other limited portions, namely the Developer Storm Sewer Easement Areas (defined herein), will be located within or below the New Dedicated Roadways; and

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

**WHEREAS**, the Developer Drainage System will be comprised of: (a) three volume control facilities; (b) a 60" RCP pipe traversing the New 122nd Street right of way; (c) a 66"

Steel casing siphon traversing the New Burley Avenue right of way, (items b and c together, the "Developer Storm Sewer Facilities" as depicted and described on Exhibit E); (d) 66" RCP siphon; (e) a conveyance swale; and (f) the "Private Outfall System" providing outfall to the Calumet River, as depicted and described on Exhibit E; and

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

**WHEREAS**, Developer has agreed to construct and install the City Storm Sewers, to be located in the New Dedicated Roadways and owned or controlled by the City. The Developer's construction shall be completed in a manner that is acceptable to DWM's Commissioner and meets all Federal, State and local requirements and regulations ("Laws") and further is consistent with the Developer Project as provided in this Agreement (the "Developer DWM Facility Work"), as depicted and described on Exhibit C, attached hereto and made a part hereof; and

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

**WHEREAS**, the Developer Drainage System will result in an outfall, namely the Private Outfall System, to the Calumet River from the Developer Drainage System on the Project Property and shall include the New Dedicated Roadways Stormwater; and

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

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

**WHEREAS**, Developer acknowledges and agrees that the Phase I Project and Subdivision shall provide for the conveyance of the New Dedicated Roadways Stormwater to the Calumet River by way of the Private Outfall System, at no cost, expense, or liability to the City; and

**WHEREAS**, Developer, as the owner of the Project Property and the Private Outfall System located or to be located therein and thereon, has agreed to grant to the City certain perpetual and non-exclusive easements (the "City Access Easements") in, over, and upon certain areas of the Project Property (collectively, the "City Access Easement Areas") described

in Exhibit F, attached hereto and made a part hereof, which are needed for the City's access to, and use and maintenance of the City Storm Sewers that fall within the New Dedicated Roadways, and for such other uses and purposes and upon the terms and conditions herein contained; and

**WHEREAS**, the City has agreed to grant to the Developer certain perpetual and non-exclusive easements (collectively, the "Developer Storm Sewer Easements") in portions of the New Dedicated Roadways, namely New 122<sup>nd</sup> Street and New Burley Avenue rights of way, as depicted and legally described on Exhibit G, attached hereto and made a part hereof ("Developer Storm Sewer Easement Areas") for the Developer Storm Sewer Facilities; and

**WHEREAS**, the Developer shall install, maintain, operate, repair, renew, and replace the Developer Drainage System with all necessary attachments and appurtenances, including within the Developer Storm Sewer Easement Areas at Developer's sole cost and expense. The Developer Storm Sewer Easements shall run to the benefit of, and be appurtenant to, the Project Property within the Subdivision. The Developer Storm Sewer Easements shall allow for the Developer's installation, maintenance, operation, repair, renewal, and replacement of said Developer Drainage System with all necessary attachments and appurtenances over and upon portions of the New Dedicated Roadways at Developer's sole cost and expense; and

**WHEREAS**, City is willing to grant to Developer such Developer Storm Sewer Easements on the terms and conditions set forth in this Agreement, and Developer is willing to accept such Developer Storm Sewer Easements, subject to the terms of this Agreement; and

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

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

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

2. **City Access Easement Grant** Subject to the terms and conditions stated in this Agreement, the Developer hereby grants and conveys to City the perpetual, non-exclusive City Access Easements in, on, over, and under the City Access Easement Areas for purposes of: (1) the conveyance of water from the New Dedicated Roadways and other public rights of way to the

Calumet River over and through the Developer Drainage System; and (2) which are needed for access for the City's maintenance, inspection, and repair of the City Storm Sewers that fall within the New Dedicated Roadways and for such other uses and purposes and upon the terms and conditions herein contained. City hereby accepts such grant of the City Access Easements from Developer subject to the terms herein.

3. **Developer Storm Sewer Easement Grant.** Subject to the terms and conditions stated in this Agreement, the City hereby grants to Developer the permanent, non-exclusive Developer Storm Sewer Easements for the purpose of installing, maintaining, operating, repairing, renewing, and replacing the Developer Drainage System within the Developer Storm Sewer Easement Areas (collectively, the "Developer Drainage System Maintenance and Operation Activities") and for the restoration, at Developer's sole cost and expense, of any of the New Dedicated Roadways or any other public right of way impacted by the Developer Drainage System Maintenance and Operation Activities. Developer hereby accepts such grant of the Developer Storm Sewer Easements from City subject to the terms herein. Developer agrees that it shall promptly restore any portion of the New Dedicated Roadways to the CDOT standards and conditions existing immediately prior to any entry thereon by Developer.

4. **No Build Areas.** No buildings or other permanent structures that would impede the function of, or access to, the stormwater facilities shall be constructed upon the No Build Areas, provided, however, that the Developer may install landscaping and construct driveways as necessary to develop the portion of the Developer Property located north of the conveyance swale. Any change to the original design of the conveyance swale will require the submittal of revised plans, and proof of hydraulic sufficiency for review by DWM, which approval shall not be unreasonably withheld or denied.

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

6. **City Right of Access.** In furtherance of this Agreement, Developer grants to City, its agents, officers, officials, employees, contractors, subcontractors, licensees and invitees (collectively the "City Parties") the right, permission and authority to enter upon the City Access Easement Areas in accordance with the terms of this Agreement and in compliance with all applicable Laws (including but not limited to, Section 11-16-260 of the Municipal Code), to inspect, access, sample or observe the Developer Drainage System in order to ensure that the Developer Drainage System is being properly maintained and is continuing to perform in an adequate manner to protect water quality and the public health and safety and to determine compliance with provisions of this Agreement, and all Laws. The permission includes the right to enter upon the City Access Easement Areas when the City has a reasonable basis to believe

that a violation of this Agreement, the annual Developer Operation and Maintenance Plan (as defined below), any Laws, guidelines, criteria, or other written direction is occurring, has occurred or threatens to occur.

7. **Developer DWM Facility Work**

- a. Upon execution of this Agreement, Developer will be responsible, at its sole cost and expense, for performing and completing the Developer DWM Facility Work, as described in **Exhibit C** in accordance with this Agreement.
- b. Prior to commencement of the construction of the Developer DWM Facility Work, Developer shall prepare and deliver to the Commissioner of the Department of Water Management for his review and approval proposed plans and specifications of the Developer DWM Facility Work which shall be in compliance with this Agreement.
- c. Developer shall obtain City approval of the plans and specifications for the Developer DWM Facility Work, including any update of the completion dates set forth in **Exhibit H** ("Developer DWM Facility Work Schedule"). City agrees that its approval of the submitted plans and specifications will not be unreasonably withheld or delayed. Upon approval by City, such plans and specifications shall be known as the "**Approved Plans**".
- d. Developer expressly agrees and warrants that the Developer DWM Facility Work shall be designed, constructed, and performed, at all times in a good and workmanlike manner and in compliance with all Laws, the Approved Plans, and this Agreement. To that end, Developer shall apply for, and receive all necessary building, public way and other permits required by Law, including the Municipal Code of Chicago ("**Permits**").
- e. Upon issuance of the Permits for the Developer DWM Facility Work, Developer shall diligently pursue completion of such Developer DWM Facility Work and shall complete such Developer DWM Facility Work in accordance with the Permits, the Approved Plans, and the Developer DWM Facility Work Schedule.
- f. Developer shall be responsible for obtaining approvals of or making suitable arrangements with (including payment to, if any) the persons or entities owning or controlling any currently existing utility or public service facility (or replacements or upgrades thereof in currently existing locations) that is duly authorized to occupy the public way and is required to be removed, relocated, altered, additionally maintained or restored because of the Developer DWM Facility Work

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

8. **Developer Drainage System Construction Obligations.**

- a. The Developer, at its own cost and expense, shall design, construct, and install the Developer Drainage System, including the No Build Area restrictions set forth on **Exhibit D**, in accordance with plans ("Drainage Plans") approved by the City and in accordance with this Agreement. The Developer expressly represents and warrants that the Developer Drainage System shall be designed and constructed in compliance with all Laws. Construction of the Developer Drainage System shall be subject to inspection by the City, which may require repair or modification to the construction of the Developer Drainage System, if necessary to ensure that the Developer Drainage System is built according to the Drainage Plans. Any deviations (before or during construction) from the approved Drainage Plans shall be subject to prior review and written approval by the City. Approved changes shall be incorporated into revised Drainage Plans which the Developer shall submit to the City prior to City's issuance of any action related to completion of the Project.
- b. The Developer shall be responsible, at its sole cost and expense, for obtaining permits and other governmental approvals and paying for any and all removals, relocations, alterations, maintenance and restorations of or to any New Dedicated Roadways or any other public right of way, utility, or municipal service structures located in or adjacent to the Developer Storm Sewer Easement Areas including, but not limited to, pavements, bridges, poles and utilities, which are or may be necessary or appropriate to facilitate construction of or work related to the Developer Drainage System. The Developer shall be responsible, at its sole cost and expense, for obtaining all permits and governmental approvals for the consent of, entering into all necessary agreements with, and making suitable arrangements with all entities owning and having an interest in such structures, including any City department.
- c. Developer shall, at its sole cost and expense, obtain all required building and other permits, and enter into all required agreements, for: (1) the construction of the Developer Drainage System and for the outfalls associated with the Developer Drainage System; and (2) the construction of the New Dedicated Roadways subject to CDOT standards. The City shall NOT be named as a permittee on any such permits, or as a party to any such agreements. Developer must specifically notify the IEPA and the MWRD that Developer is solely responsible for all outfalls from the

Private Outfall System, including the Developer Drainage System.

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

9. **Developer Maintenance and Operation Obligations.**

- a. Developer, its successor in interest, affiliate, or assignee, including, without limitation, an association formed for the purpose of managing and operating the Project Property and the Phase I Project (each, a "Developer Party" together, the "Developer Parties") shall operate, maintain, repair, if necessary, reconstruct the Developer Storm Sewer Easement Areas, the Developer Drainage System, and the Private Outfall System at its sole cost and expense.
- b. Developer or Developer Parties shall maintain the Developer Drainage System and Developer Storm Sewer Easement Areas, including correcting any unforeseen issues, to industry standards, as designed for optimal functioning. For the Phase I Project named herein, the specific minimal maintenance requirements are described in the operation and maintenance plan ("Developer Operation and Maintenance Plan") attached hereto as **Exhibit I** and made a part hereof.
- c. Developer or Developer Parties shall conduct inspections and prepare reports ("Inspection Reports") in accordance with the maintenance guidance contained in **Exhibit I** (or shall cause such inspections to be conducted and Inspection Reports to be prepared by an appropriately licensed contractor or other professional). The results of all inspections described in the maintenance guidance contained in **Exhibit I** shall be recorded on Inspection Reports and attached to the annual Developer Operation and Maintenance Plan, as required herein. Inspection Reports shall include a record of the volume of all accumulated sediment removed from the Developer Drainage System.
- d. Developer or Developer Parties shall retain Inspection Reports at a location on the Project Property for a period of at least five (5) years. The City may request Developer to provide copies of any or all Inspection Reports prepared during the prior five years in order to verify that inspection and maintenance of the Developer Drainage System has been conducted pursuant to this Agreement. Developer shall comply with any such request within five (5) working days.

- e. An annual Developer Operation and Maintenance Plan shall be submitted annually by the Developer to the DWM Commissioner no later than December 31 of each year. The requirements of the annual Developer Operation and Maintenance Plan are set forth in **Exhibit H**. The annual Developer Operation and Maintenance Plan is subject to approval by the City, such approval not to be unreasonably withheld, conditioned, or delayed.
- f. Annually, on or before October 31 of each year, the Developer shall submit to the City a certification, sealed by a registered professional engineer, that the Developer Drainage System is functioning as intended, plus a certification by the Developer that: (1) the specific maintenance activities have occurred; (2) all nonroutine maintenance has been listed; and (3) that the annual Developer Operation and Maintenance Plan is adequate to ensure optimal functioning or that changes are recommended. Proposed changes to the annual Developer Operation and Maintenance Plan shall be submitted with the certification to the City of Chicago, Department of Buildings, Stormwater Review. Proposed changes to the annual Developer Operation and Maintenance Plan are subject to approval by the City. Additional information may be required for reporting purposes, as directed by the City.
- g. Landscaping of the area around the Developer Drainage System and Developer Storm Sewer Easement Areas shall not reduce the capacity or hinder operation and maintenance of the Developer Drainage System. Landscaping shall be maintained to ensure that landscape materials live and prosper. Re-vegetation and stabilization of areas may be required by the City.
- h. The Developer Drainage System and Developer Storm Sewer Easement Areas shall be maintained in a manner so as to control insects, odors and algae as determined necessary by the City.
- i. Any fencing or other security measures shall be maintained in good condition. If no fencing or security measures are included with the original construction, they shall be added at the Developer's expense at such time as the City determines that unauthorized persons are disturbing the Developer Drainage System or Developer Storm Sewer Easement Areas and that security measures will help prevent such unauthorized activity.
- j. Developer shall, or shall cause Developer Parties to, perform necessary non-routine maintenance actions in a timely manner so as to ensure continuous performance of the Developer Drainage System. All non-routine maintenance activities shall be noted in the next annual Developer Operation and Maintenance Plan.
- k. The Developer shall or shall cause Developer Parties to maintain the Developer Storm Sewer Easement Areas and Developer Drainage System so that the Developer Storm Sewer Easements and Developer Drainage System do not unduly interfere with any use of the public way by the City, the public, or any person or entity authorized to use or occupy the public way.

- l. The Developer or Developer Parties shall pay for all utility expenses incurred with respect to the operation of the Developer Storm Sewer Easement Areas and Developer Drainage System.
- m. The Developer acknowledges and agrees that City is not responsible for the operation, maintenance, repair, reconstruction of or security of the Developer Drainage System, and City has no obligations with respect thereto.

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

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

11. **Developer's Failure to Maintain the Developer Drainage System and Developer Storm Sewer Easement Areas.**

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

Drainage System or the Developer Storm Sewer Easement Areas and in no event shall this Agreement be construed to impose any such obligation on the City

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

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

13. **Uses Within the Developer Storm Sewer Easement Areas.** Developer may from time to time install, maintain, operate, repair, renew, and replace all or any portion of the Developer Drainage System within the Developer Storm Sewer Easement Areas, in a manner acceptable to the DWM Commissioner, that meets requirements of all Laws, including, without limitation, CDOT regulations governing construction in the public way.

14. **Indemnity.** Developer shall, and shall cause the Developer Parties to, indemnify and hold harmless and defend City and its City Parties from and against any and all claims, demands, damages, lawsuits, legal proceedings, administrative proceedings, enforcement actions, losses, liens, liabilities, judgments, orders or decrees, casualties, occurrences and payments, and all costs and expenses, including, without limitation, attorneys' fees and court costs, and expenses related to litigation ("Claims"), claimed or which might arise or be asserted against the City and its City Parties, for death or injury of any person, or property damage whatsoever arising or resulting from the Developer's performance or non-performance of the Developer DWM Facility Work or the Developer's construction, presence, operation, or maintenance of the Developer Storm Sewer Easement Areas and Developer Drainage System, including the City's and/or combined outfall and the stormwater runoff from the public way, by Developer and/or any Developer Parties, or from the performance by the City of maintenance or repair activities at the Property as described above. In the event any legal action is taken against the City or any or all of the City Parties, the City may elect to tender said defense to Developer which shall and must defend such action or claim at

Developer's own cost and expense, and City shall cooperate with Developer in the defense thereof and may reasonably participate in the defense of the Claim; provided however, that Developer shall not enter into any settlement of any such Claim without the consent of the City, which consent shall not be unreasonably withheld or denied. And, if any judgment or claims against any or City Parties shall be allowed, the Developer shall pay for all costs and expenses in connection herewith. City shall have the right to join Developer as a party defendant in any such legal action. This indemnity shall not be the exclusive remedy of the City, and City shall maintain whatever other right of indemnity it may have under common law, by statute, or by ordinance. The indemnification provided herein will be effective to the maximum extent permitted by Law and is not limited by any amount of insurance required under this Agreement. The provisions of this Section 13 shall survive any termination of this Agreement.

15. **Insurance Required.**

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

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

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

ii. Commercial General Liability Insurance (Primary and Umbrella). Developer shall procure and maintain Commercial General Liability Insurance, or equivalent, with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage shall include, at a minimum, all

premises and operations, products/completed operations, independent contractors, explosion, collapse, underground, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

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

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

iii. Automobile Liability Insurance (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with Developer's use of the Project Property and the Phase I Project, Developer shall procure and maintain Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The City of Chicago shall be named as an additional insured with respect to such coverage on a primary, non-contributory basis.

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

iv. Professional Liability Insurance. When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, such parties shall procure and maintain Professional Liability Insurance covering acts, errors, or omissions with limits of not less than

\$1,000,000. When a policy is renewed or replaced, the policy retroactive date must coincide with, or precede, the start of work under this Agreement. A claims-made policy that is not renewed or replaced must have an extended reporting period of two (2) years.

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

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

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

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

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

made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured.

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

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

B) Additional Insurance Requirements

i. Evidence of Insurance. Developer and/or Contractor must furnish the Department of Water Management, 1000 E. Ohio Street, Chicago, Illinois 60611 Attn: Commissioner, and to the City, Department of Finance, Risk Management Office, 333 S. State Street, 4<sup>th</sup> Floor, Chicago, IL 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Developer and Contractor must submit evidence of insurance prior to execution of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Contract. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Developer and Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Developer and Contractor must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Developer and Contractor for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

- ii. Failure to Maintain Insurance. Failure of the Developer and/or Contractor to comply with required coverage and terms and conditions outlined herein will not limit Developer's and Contractor's liability or responsibility nor does it relieve Developer and/or Contractor of its obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.
- iii. Notice of Material Change. Cancellation or Non-Renewal. Developer and/or Contractor must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.
- iv. Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Developer and/or Contractor.
- v. Waiver of Subrogation. Developer and/or Contractor hereby waives its rights and its insurer(s)' rights of and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Agreement. Developer and/or Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Contractors insurer(s).
- vi. Developer and Contractors Insurance Primary. All insurance required of Developer and/or Contractor under this Agreement shall be endorsed to state that Developer and Contractor's insurance policy is primary and, except with respect to auto policies, not contributory with any insurance carrier by the City.
- vii. No Limitation as to Developer and Contractor's Liabilities. The coverages and limits furnished by Developer and Contractor in no way limit the Developer and Contractor's liabilities and responsibilities specified within the Agreement or by law.
- viii. No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Developer and/or Contractor under this Agreement.
- ix. 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.
- x. Insurance and Limits Maintained If Developer and/or Contractor maintains

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

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

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

xiii. Insurance required of subcontractors. Developer and/or Contractor shall name subcontractor(s) as a named insured(s) under Developer and Contractor's insurance or Developer and Contractor will require each subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in this Section 14, Insurance Required. The limits of coverage will be determined by Developer and/or Contractor. Developer and Contractor shall determine if subcontractor(s) must also provide any additional coverage or other coverage outlined in this Section 14, Insurance Required. Developer and/or Contractor is responsible for ensuring that each subcontractor has named the City as an additional insured where required and name the City as an additional insured under the Commercial General Liability on ISO form CG 2010 10 01 and CG 2037 10 01 for ongoing operation and completed operations on an endorsement form at least as broad and acceptable to the City. Developer and/or Contractor is also responsible for ensuring that each subcontractor has complied with the required coverage and terms and conditions outlined in this Section 14(B), Additional Requirements. When requested by the City, Developer and/or Contractor must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance.

C. City's Right to Modify Insurance Provisions. Notwithstanding any provisions in the Agreement to the contrary, the City's Risk Management Department maintains the right to modify, delete, alter, make exception, or change these requirements set forth in this insurance section, provided, that such insurance changes do not increase the above mentioned insurance requirements.

16. Damage to the Developer DWM Facility Work, Developer Storm Sewer Easement Areas or New Dedicated Roadways. Developer shall be responsible, at its sole cost and expense, for any damage to the Developer DWM Facility Work, Developer Storm Sewer Easement Areas, New Dedicated Roadways, or any improvements thereon caused by the entry onto or use of the Developer DWM Facility Work, Developer Storm Sewer Easement

Areas or the New Dedicated Roadways by the Developer, Developer Parties, or the exercise of any of Developer's rights hereunder. In the event of any such damage, Developer shall immediately notify City thereof, and thereafter Developer shall file a claim for reimbursement under its insurance policies required under the insurance provisions set forth herein. Developer shall use due care in exercising its rights under the Agreement.

17. **Covenants Run with Land.** All provisions of this Agreement, including the benefits and burdens, shall run with the land and are binding upon and inure to the benefit the City and Developer and their respective successors, transferees, and/or assigns having or acquiring any right, title or interest in or to any portion of, or interest or estate in, the Property or the various easement areas set forth in this Agreement. Whenever the Property or any interest in the Property is sold, conveyed or otherwise transferred, it shall be subject to all obligations of performance from and after the date of conveyance and this Agreement which shall apply to, bind and be obligatory to all present and subsequent owners, and their successors and/or assigns of the Property.

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

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

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

21. **General Provisions.**

- a The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Cook.

- b. In the event of legal action occasioned by any default, inaction or action of the Developer, the City may seek all remedies available to it in law, in equity and under this Agreement. The Developer agrees to pay all costs incurred by the City in enforcing the terms of this Agreement, including reasonable attorney's fees, litigation expenses, including experts' fees and costs, administrative expenses, and other costs which shall become part of the lien against the Developer and/or Property.
- c. No Third-Party Beneficiaries. The rights granted herein are intended solely for the benefit of the Parties hereto. No other person or entity shall have any rights hereunder nor may such person enforce any of the terms or be entitled to any of the benefits hereof.
- d. Partial Invalidity. If any clause, sentence or other portion of this Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so the remaining portion hereof shall remain in full force and effect.

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

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

If to City:	City of Chicago Department of Water Management 1000 East Ohio Street Chicago, Illinois, 60611 Attn: Commissioner
With a copy to:	City of Chicago, Department of Law Real Estate and Land Use Division 121 N. LaSalle, Room 600 Chicago, IL 60602 Attn: Joseph Cashman Assistant Corporation Counsel
If to Developer:	NP Avenue O, LLC 4825 NW 41st Street – Suite 500 Riverside, MO 64150 Attn: General Counsel

With a copy to:

DLA Piper US LLP  
444 West Lake Street  
Suite 900  
Chicago, Illinois 60601  
Attn: Rich Klawiter & Liz Butler .

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

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

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

CITY

DEVELOPER

CITY OF CHICAGO, an Illinois municipal corporation, by and through its Department of Water Management

NP AVENUE O, LLC,  
a Missouri limited liability company

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

By:

Name: Randy Conner

Name:

Title: Commissioner

Title:



## EXHIBITS

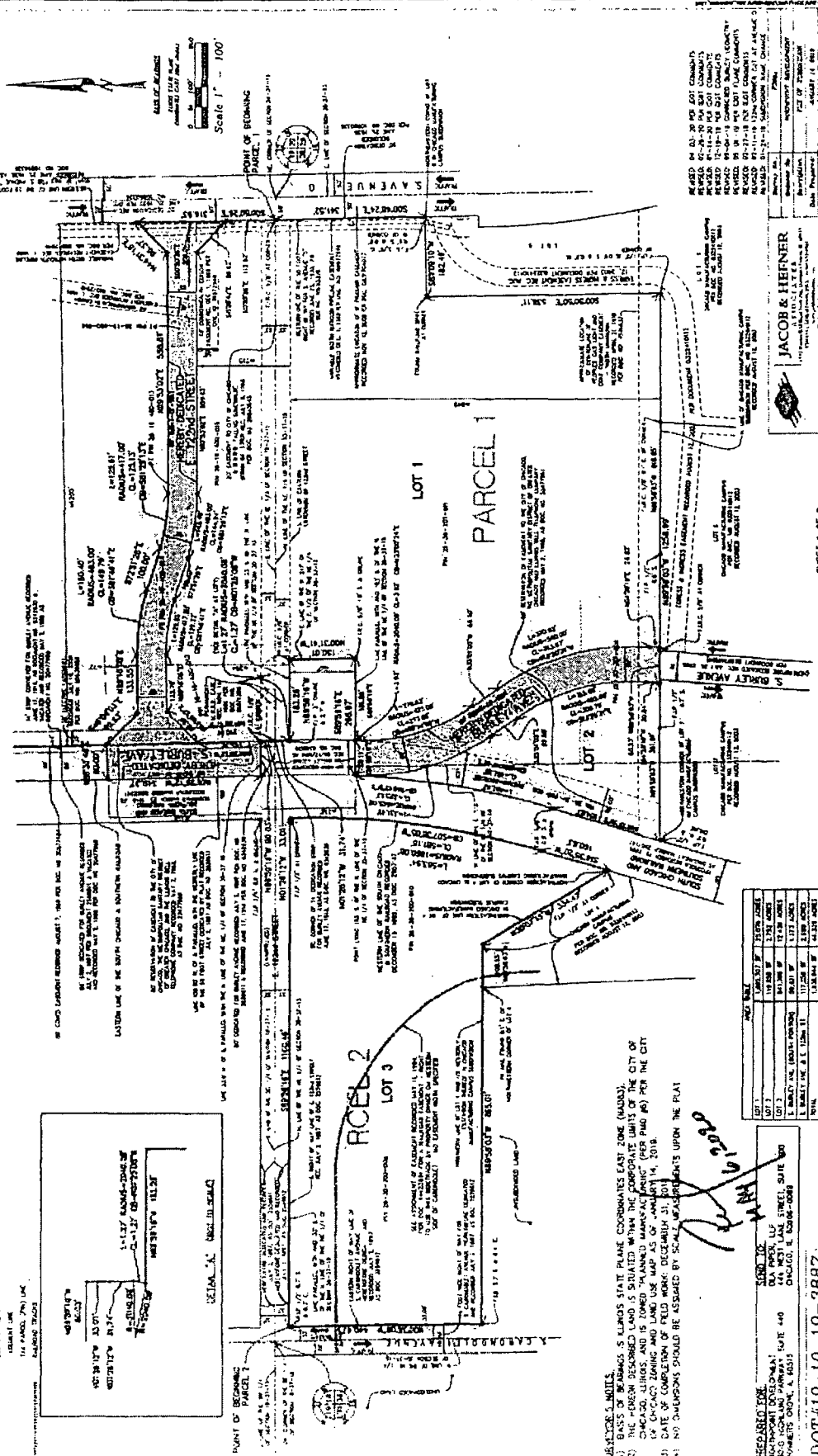
- A PLAT OF SUBDIVISION
- B. LEGAL DESCRIPTION OF PROJECT PROPERTY
- C. DEVELOPER DWM FACILITY WORK
- D. PLAT OF NO BUILD RESTRICTION
- E DEVELOPER STORM SEWER FACILITIES AND PRIVATE OUTFALL SYSTEM
- F CITY ACCESS EASEMENT AREAS
- G. DEVELOPER STORM SEWER EASEMENT AREAS
- H. DEVELOPER DWM FACILITY WORK SCHEDULE
- I. FORM OF ANNUAL DEVELOPER OPERATION AND MAINTENANCE PLAN

# **Exhibit A**

## **Plat of Subdivision**

# EXHIBIT "A" PLAT OF SUBDIVISION NORTHPOINT'S AVENUE O INDUSTRIAL PARK - SUBDIVISION 1

PART OF THE SOUTHEAST QUARTER OF SECTION 19 AND PART OF THE NORTHEAST QUARTER OF SECTION 30, ALL IN TOWNSHIP 37 NORTH, RANGE 13 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS



LOT	AREA	PERCENTAGE
LOT 1	11,124.00	37.20%
LOT 2	11,124.00	37.20%
LOT 3	11,124.00	37.20%
<b>TOTAL</b>	<b>33,372.00</b>	<b>100.00%</b>

PREPARED FOR:  
 JACOB & HEINER  
 140 WEST JACK STREET, SUITE 400  
 CHICAGO, ILLINOIS 60604

CDOT #19-10-19-3887

SUBJECT: 5. MOILS  
 1) BASIS OF BEARINGS IS ILLINOIS STATE PLANE COORDINATES EAST ZONE (NAD83).  
 2) THE HEREIN DESCRIBED LAND IS SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF CHICAGO, ILLINOIS, AND IS ZONED "PLANNED MANUFACTURING" (PER PHD #6) PER THE CITY OF CHICAGO ZONING AND ORDINANCE CODE, AS OF JANUARY 14, 2018.  
 3) THE HEREIN DESCRIBED LAND IS SUBJECT TO THE CITY OF CHICAGO'S ZONING AND ORDINANCE CODE, AS OF JANUARY 14, 2018.  
 4) NO ENCUMBRANCES SHOULD BE ASSUMED BY SOLELY INTERESTS UPON THE PLAT.

JACOB & HEINER  
 140 WEST JACK STREET, SUITE 400  
 CHICAGO, ILLINOIS 60604



## **Exhibit B**

# **Legal Description of Project Property**

**EXHIBIT B**

**NORTHPOINT'S AVENUE O INDUSTRIAL PARK – SUBDIVISION 1**

**PARCEL 1:**

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 19 AND THAT PART OF THE NORTHEAST QUARTER OF SECTION 30, ALL IN TOWNSHIP 37 NORTH, RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, BEING BOUNDED AS FOLLOWS:

**BEGINNING** AT THE INTERSECTION OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30 WITH THE WESTERN RIGHT OF WAY LINE OF S. AVENUE O, SAID RIGHT OF WAY BEING A 50 FOOT STRIP OF LAND RECORDED JUNE 25, 1930, AS DOCUMENT NUMBER 10690326 IN THE OFFICE OF THE COOK COUNTY RECORDER, SAID POINT LYING 50 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE SOUTH 00 DEGREES 48 MINUTES 24 SECONDS EAST (BASIS OF BEARINGS – ILLINOIS STATE PLANE COORDINATES EAST ZONE (NAD83)) ALONG SAID WESTERN RIGHT OF WAY LINE OF S. AVENUE O, SAID LINE BEING PARALLEL WITH AND 50 FEET WESTERLY OF THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 341.52 FEET TO THE NORTHEASTERN CORNER OF LOT 9 IN CHICAGO MANUFACTURING CAMPUS SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 12, 2003, AS DOCUMENT NUMBER 0322410112 IN THE OFFICE OF THE COOK COUNTY RECORDER (THE FOLLOWING THREE (3) COURSES ARE ALONG THE BOUNDARY OF SAID CHICAGO MANUFACTURING CAMPUS SUBDIVISION PLAT); (1) THENCE SOUTH 89 DEGREES 09 MINUTES 10 SECONDS WEST 182.49 FEET; (2) THENCE SOUTH 00 DEGREES 50 MINUTES 50 SECONDS EAST 538.11 FEET; (3) THENCE NORTH 89 DEGREES 58 MINUTES 03 SECONDS WEST 1,258.99 FEET TO THE NORTHWESTERN CORNER OF LOT 7 IN THE AFORESAID CHICAGO MANUFACTURING CAMPUS SUBDIVISION, SAID POINT LYING ON THE EASTERN LINE OF THE 100 FOOT STRIP OF LAND GRANTED TO THE SOUTH CHICAGO AND SOUTHERN RAILROAD RECORDED DECEMBER 19, 1899, AS DOCUMENT NUMBER 2907147 IN THE OFFICE OF THE COOK COUNTY RECORDER, SAID LINE ALSO BEING THE WESTERN LINE OF THE 80 FOOT WIDE FORMERLY VACATED BURLEY AND BRANDON AVENUE AND RESERVATION OF EASEMENT TO THE CITY OF CHICAGO, THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO AND ILLINOIS BELL TELEPHONE COMPANY RECORDED MAY 2, 1968, AS DOCUMENT NUMBER 20477961 IN THE OFFICE OF THE COOK COUNTY RECORDER (THE FOLLOWING TWO (2) COURSES ARE ALONG THE WESTERN LINE OF SAID 80 FOOT RESERVATION OF EASEMENT STRIP; (1) THENCE NORTH 16 DEGREES 35 MINUTES 20 SECONDS EAST 254.83 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE WEST; (2) THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1,960.08 FEET AND AN ARC DISTANCE OF 462.42 FEET TO A POINT LYING 183 FEET SOUTH OF (MEASURED PERPENDICULAR TO) THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 09 DEGREES 49 MINUTES 49 SECONDS EAST 461.35 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 16 SECONDS EAST ALONG A LINE PARALLEL WITH AND 183 FEET SOUTHERLY OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30 A DISTANCE OF 266.97 FEET TO A POINT ON THE EAST LINE OF THE WEST 247 FEET OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 30, THENCE NORTH 00 DEGREES 31 MINUTES 41 SECONDS WEST

ALONG SAID EAST LINE OF THE WEST 247 FEET OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 150.01 FEET TO A POINT LYING 33 FEET SOUTH OF (MEASURED PERPENDICULAR TO) THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, THENCE NORTH 89 DEGREES 59 MINUTES 16 SECONDS WEST ALONG A LINE PARALLEL WITH AND 33 FEET SOUTHERLY OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30 A DISTANCE OF 183.26 FEET TO A POINT ON THE EASTERN LINE OF THE 80 FOOT WIDE DEDICATION FOR BURLEY AVENUE RECORDED JUNE 17, 1918, AS DOCUMENT NUMBER 6342629 IN THE OFFICE OF THE COOK COUNTY RECORDER, SAID POINT BEING ON A NON-TANGENT CURVE BEING CONCAVE TO THE WEST; THENCE NORTHERLY ALONG THE EASTERN LINE OF SAID BURLEY AVENUE AND ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 2,040.08 FEET AND AN ARC DISTANCE OF 1.27 FEET TO ITS POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 01 DEGREES 25 MINUTES 08 SECONDS WEST 1.27 FEET; THENCE CONTINUING ALONG THE EASTERN LINE OF SAID BURLEY AVENUE NORTH 01 DEGREES 26 MINUTES 12 SECONDS WEST 31.74 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, SAID POINT ALSO BEING THE SOUTHEASTERN CORNER OF THE 14 FOOT DEDICATION STRIP FOR BURLEY AVENUE RECORDED JUNE 17, 1918, AS DOCUMENT NUMBER 6342630 IN THE OFFICE OF THE COOK COUNTY RECORDER; THENCE NORTH 01 DEGREES 26 MINUTES 12 SECONDS WEST ALONG THE EASTERN LINE OF SAID BURLEY AVENUE 33.01 FEET TO A POINT LYING 33 FEET NORTHERLY OF (MEASURED PERPENDICULAR TO) THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, SAID POINT ALSO BEING THE SOUTHEASTERN CORNER OF THE 80 FOOT WIDE FORMERLY VACATED BURLEY AVENUE AND RESERVATION OF EASEMENT TO THE CITY OF CHICAGO, THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO AND ILLINOIS BELL TELEPHONE COMPANY RECORDED MAY 2, 1968, AS DOCUMENT NUMBER 20477960 IN THE OFFICE OF THE COOK COUNTY RECORDER (THE FOLLOWING TWO (2) COURSES ARE ALONG THE SOUTHERN AND WESTERN LINES OF SAID FORMER VACATED BURLEY AVENUE AND RESERVATION OF EASEMENT STRIP; (1) THENCE NORTH 89 DEGREES 59 MINUTES 16 SECONDS WEST 80.03 FEET TO THE EASTERN LINE OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD RECORDED MARCH 23, 1918, AS DOCUMENT NUMBER 6292041 IN THE OFFICE OF THE COOK COUNTY RECORDER, SAID LINE ALSO BEING THE WESTERN LINE OF THE 80 FOOT WIDE RESERVATION OF EASEMENT RECORDED MAY 2, 1968, AS DOCUMENT NUMBER 20477960 IN THE OFFICE OF THE COOK COUNTY RECORDER; 2) THENCE NORTH 01 DEGREES 26 MINUTES 12 SECONDS WEST ALONG THE WESTERN LINE OF SAID 80 FOOT WIDE RESERVATION OF EASEMENT STRIP 349.37 FEET; THENCE NORTH 88 DEGREES 33 MINUTES 48 SECONDS EAST PERPENDICULAR TO THE WESTERN LINE OF SAID 80 FOOT WIDE RESERVATION OF EASEMENT STRIP A DISTANCE OF 80.00 FEET; THENCE SOUTH 46 DEGREES 04 MINUTES 03 SECONDS EAST 99.63 FEET; THENCE NORTH 89 DEGREES 18 MINUTES 05 SECONDS EAST 133.55 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE SOUTH; THENCE EASTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 483.00 FEET AND AN ARC DISTANCE OF 150.40 FEET TO ITS POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 81 DEGREES 46 MINUTES 41 SECONDS EAST 149.79 FEET; THENCE SOUTH 72 DEGREES 51 MINUTES 28 SECONDS EAST 100.00 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE NORTH; THENCE EASTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 417.00 FEET AND AN ARC DISTANCE OF 125.61 FEET TO ITS POINT OF TANGENCY, SAID CURVE SUBTENDED BY A CHORD BEARING OF SOUTH 81 DEGREES 29 MINUTES 13 SECONDS EAST 125.13

FEET; THENCE NORTH 89 DEGREES 53 MINUTES 02 SECONDS EAST 558.81 FEET; THENCE NORTH 44 DEGREES 31 MINUTES 18 SECONDS EAST 98.37 FEET TO A POINT ON THE AFORESAID WESTERN RIGHT OF WAY LINE OF S. AVENUE O; THENCE SOUTH 00 DEGREES 50 MINUTES 26 SECONDS EAST ALONG SAID WESTERN RIGHT OF WAY LINE 318.93 FEET TO THE **POINT OF BEGINNING**, IN COOK COUNTY, ILLINOIS, CONTAINING 1,389,546 SQUARE FEET OR 31.900 ACRES MORE OR LESS.

TOGETHER WITH: **PARCEL 2:**

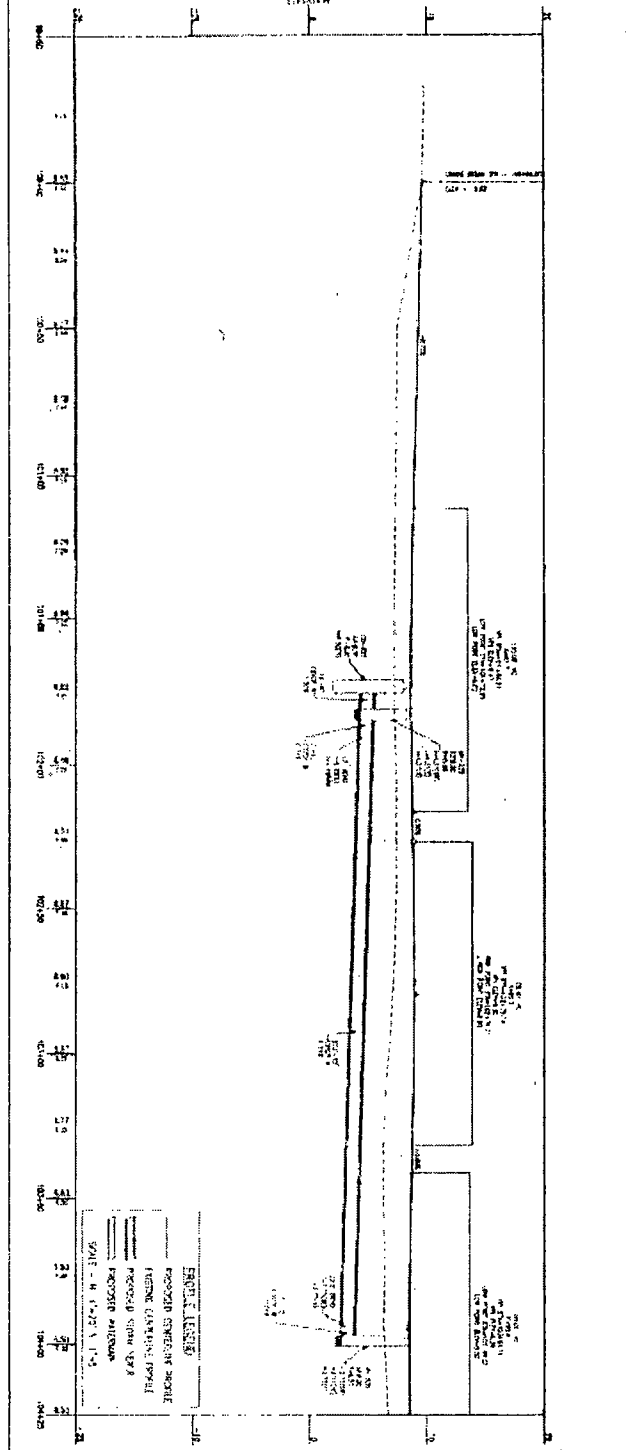
THAT PART OF THE NORTHEAST QUARTER OF SECTION 30, IN TOWNSHIP 37 NORTH, RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, BEING BOUNDED AS FOLLOWS:

**BEGINNING** AT A POINT LYING 33.00 FEET SOUTHERLY OF (MEASURED PERPENDICULAR TO) THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, AND LYING 33.00 FEET EASTERLY OF (MEASURED PERPENDICULAR TO) THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE SOUTH 89 DEGREES 59 MINUTES 16 SECONDS EAST (BASIS OF BEARINGS – ILLINOIS STATE PLANE COORDINATES EAST ZONE (NAD83)) ALONG A LINE PARALLEL WITH AND 33 FEET SOUTHERLY OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, SAID LINE ALSO BEING THE SOUTHERN RIGHT OF WAY LINE OF THE 33 FOOT STRIP OF LAND DEDICATED FOR E. 122<sup>ND</sup> STREET RECORDED JULY 2, 1897, AS DOCUMENT NUMBER 2559612 IN THE OFFICE OF THE COOK COUNTY RECORDER, A DISTANCE OF 1,160.48 FEET TO A POINT ON THE WESTERN LINE OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD PROPERTY RECORDED DECEMBER 19, 1899, AS DOCUMENT NUMBER 2907147 IN THE OFFICE OF THE COOK COUNTY RECORDER, SAID POINT LYING 100 FEET WESTERLY OF (MEASURED PERPENDICULAR TO) THE WESTERN LINE OF THAT 80 FOOT STRIP FORMERLY DEDICATED FOR BURLEY AVENUE RECORDED JUNE 17, 1918, AS DOCUMENT 6342629 IN THE OFFICE OF THE COOK COUNTY RECORDER, SAID POINT LYING ON A NON-TANGENT CURVE BEING CONCAVE TO THE WEST; THENCE SOUTHERLY ALONG THE WESTERN LINE OF SAID SOUTH CHICAGO AND SOUTHERN RAILROAD PROPERTY AND ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1,860.08 FEET AND AN ARC DISTANCE OF 583.54 FEET TO ITS POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 07 DEGREES 36 MINUTES 05 SECONDS WEST 581.15 FEET; THENCE CONTINUING ALONG THE WESTERN LINE OF SAID SOUTH CHICAGO AND SOUTHERN RAILROAD PROPERTY SOUTH 16 DEGREES 35 MINUTES 20 SECONDS WEST 160.63 FEET TO THE NORTHEASTERN CORNER OF LOT 4 IN CHICAGO MANUFACTURING CAMPUS SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 12, 2003, AS DOCUMENT NUMBER 0322410112 IN THE OFFICE OF THE COOK COUNTY RECORDER; THENCE NORTH 30 DEGREES 07 MINUTES 15 SECONDS WEST ALONG A NORTHEASTERN LINE OF SAID LOT 4, A DISTANCE OF 334.47 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 03 SECONDS WEST ALONG THE NORTHERN LINE OF SAID LOT 4 AND ITS WESTERLY EXTENSION THEREOF A DISTANCE OF 865.01 FEET TO THE EASTERN RIGHT OF WAY LINE OF THE 66 FOOT WIDE STRIP OF LAND DEDICATED FOR S. CARONDOLET AVENUE RECORDED JULY 2, 1897, AS DOCUMENT NUMBER 2559612 IN THE OFFICE OF THE COOK COUNTY RECORDER, SAID POINT LYING 33 FEET EASTERLY OF (MEASURED PERPENDICULAR TO) THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE NORTH 00 DEGREES 38 MINUTES 08 SECONDS WEST ALONG SAID EASTERN RIGHT OF WAY LINE OF S. CARONDOLET AVENUE 440.47 FEET TO THE **POINT OF BEGINNING**, IN

COOK COUNTY, ILLINOIS, CONTAINING 541,398 SQUARE FEET OR 12.429 ACRES,  
MORE OR LESS, CONTAINING IN ALL 1,930,944 SQUARE FEET OR 44.329 ACRES, MORE  
OR LESS.

## Exhibit C

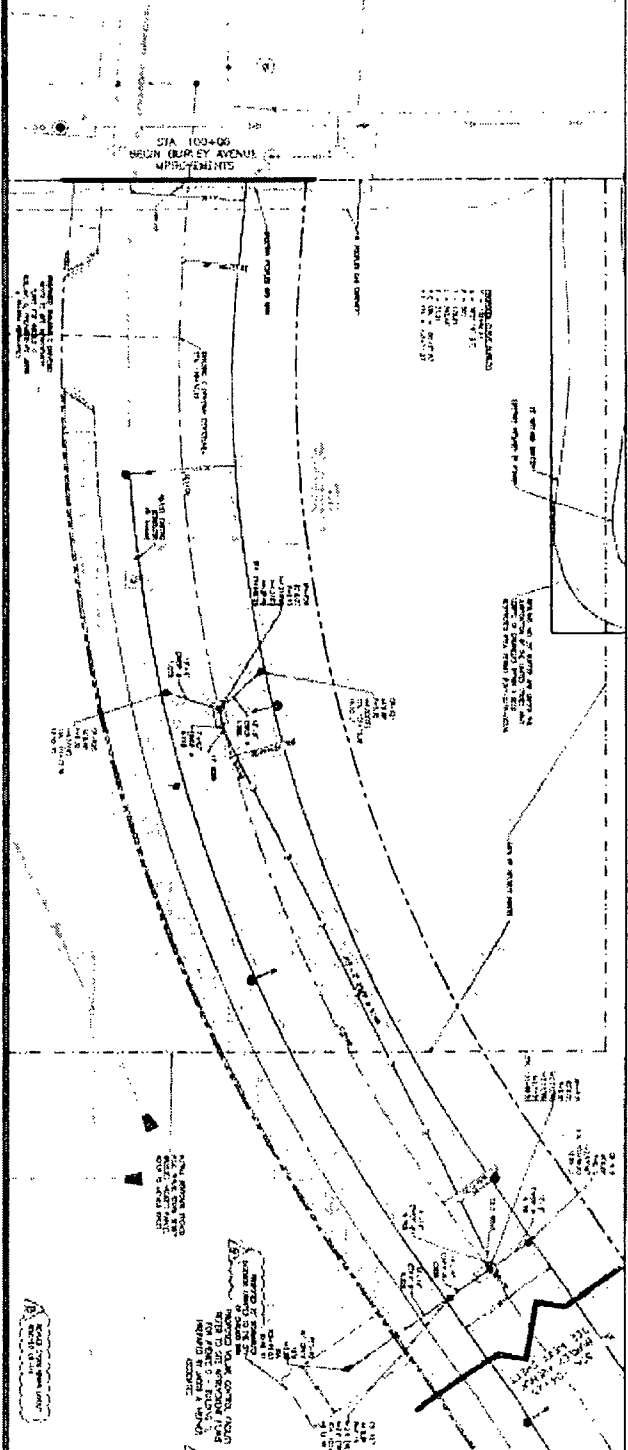
# Developer DWM Facility Work



**GENERAL NOTE:**  
 THE PROPOSED GRADE LINE IS BASED ON THE EXISTING GROUND LINE AND THE PROPOSED GRADE LINE IS SUBJECT TO THE APPROVAL OF THE LOCAL AGENCIES AND THE STATE DEPARTMENT OF TRANSPORTATION.

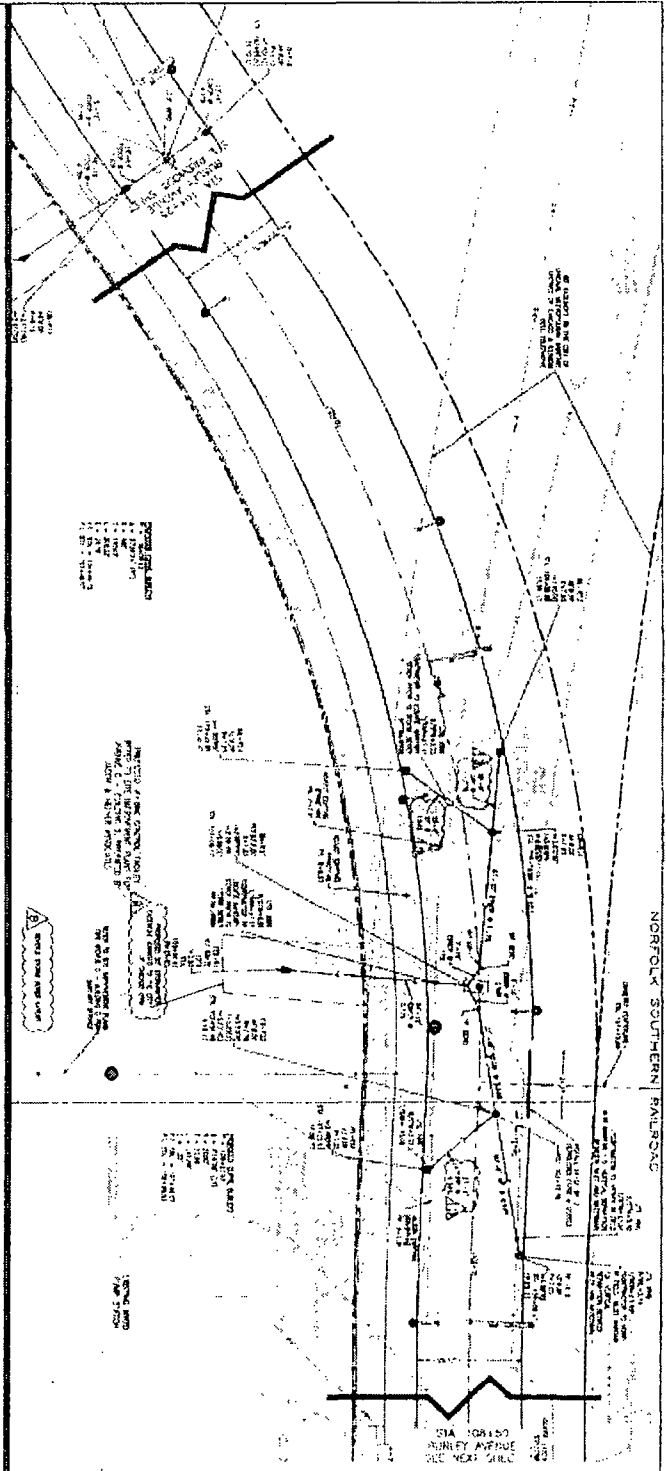
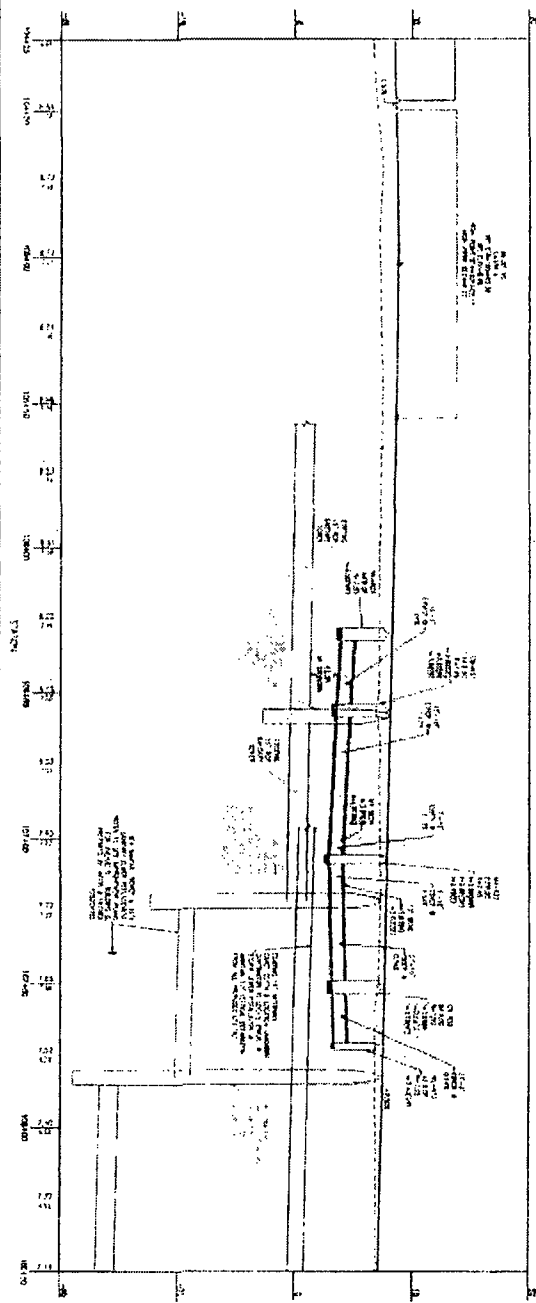
**SECTION 100+00 TO 101+00:**  
 THE PROPOSED GRADE LINE IS BASED ON THE EXISTING GROUND LINE AND THE PROPOSED GRADE LINE IS SUBJECT TO THE APPROVAL OF THE LOCAL AGENCIES AND THE STATE DEPARTMENT OF TRANSPORTATION.

**SECTION 101+00 TO 104+25:**  
 THE PROPOSED GRADE LINE IS BASED ON THE EXISTING GROUND LINE AND THE PROPOSED GRADE LINE IS SUBJECT TO THE APPROVAL OF THE LOCAL AGENCIES AND THE STATE DEPARTMENT OF TRANSPORTATION.



**SECTION 100+00 TO 101+00:**  
 THE PROPOSED GRADE LINE IS BASED ON THE EXISTING GROUND LINE AND THE PROPOSED GRADE LINE IS SUBJECT TO THE APPROVAL OF THE LOCAL AGENCIES AND THE STATE DEPARTMENT OF TRANSPORTATION.

**SECTION 101+00 TO 104+25:**  
 THE PROPOSED GRADE LINE IS BASED ON THE EXISTING GROUND LINE AND THE PROPOSED GRADE LINE IS SUBJECT TO THE APPROVAL OF THE LOCAL AGENCIES AND THE STATE DEPARTMENT OF TRANSPORTATION.

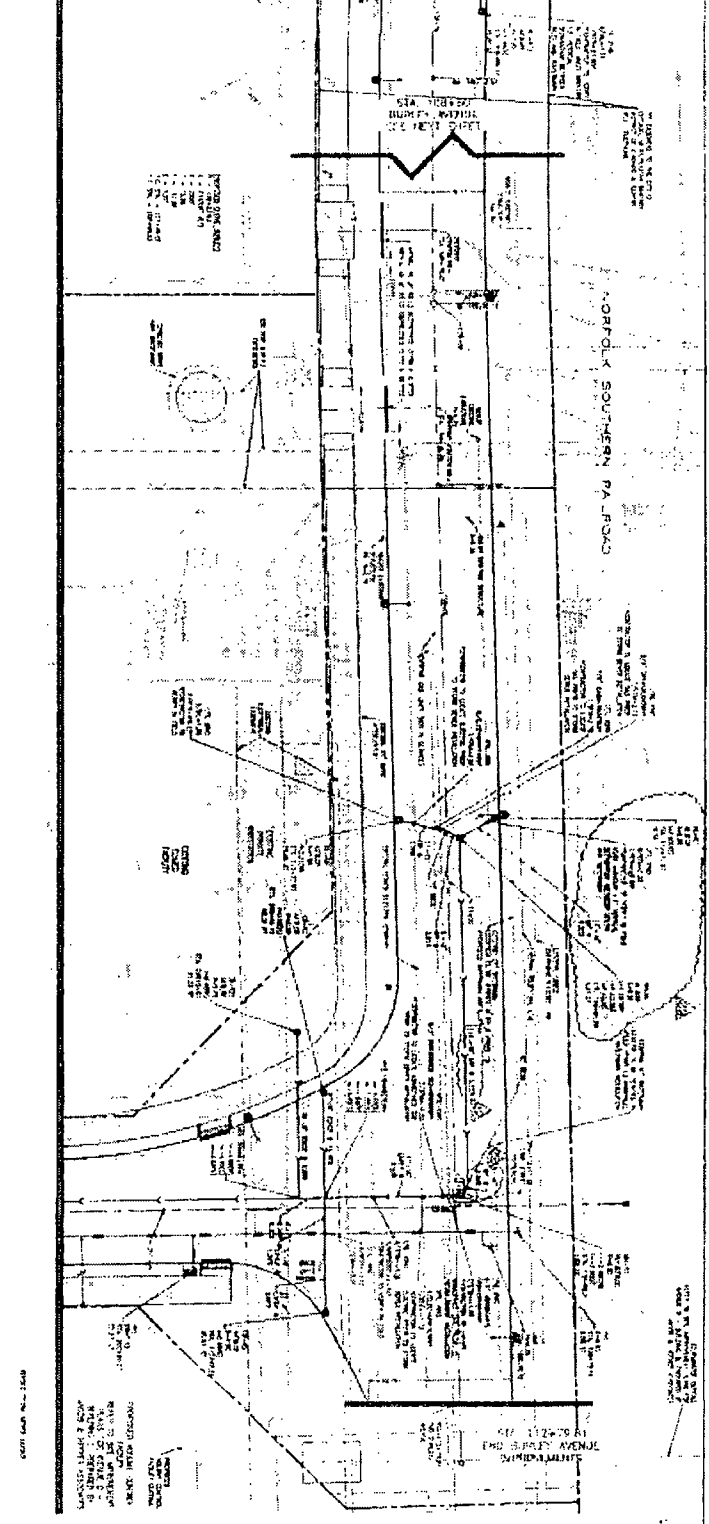
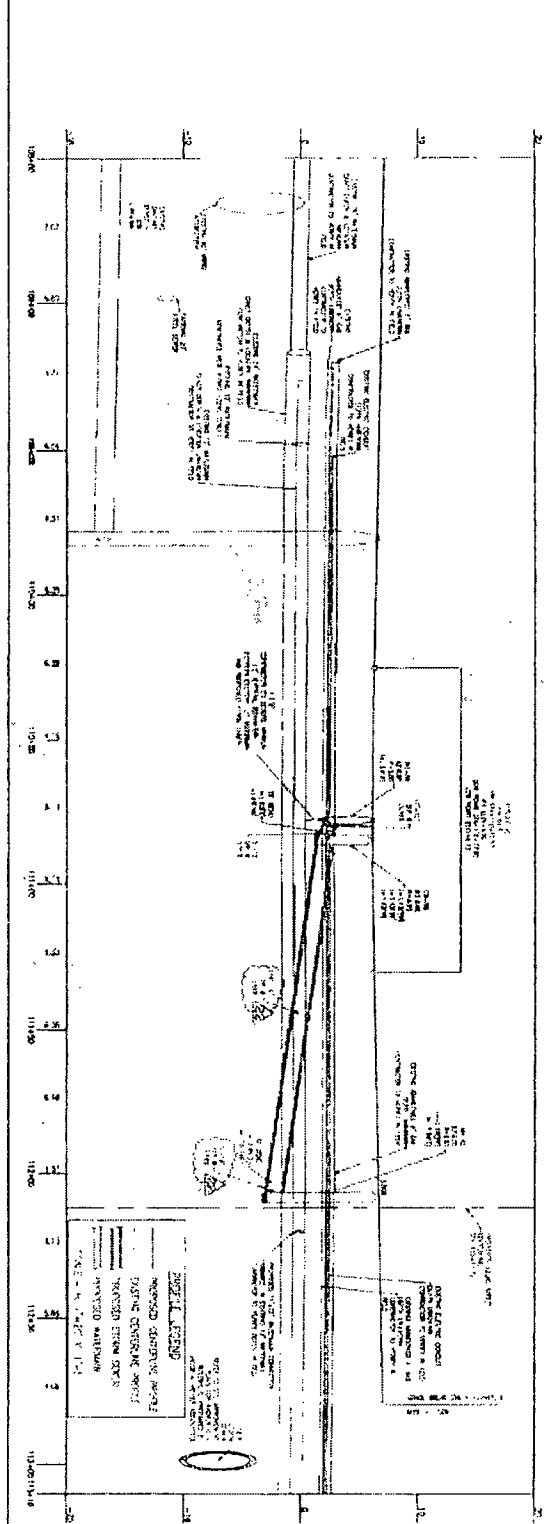


**NOTES:**

1. THE BRIDGE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR BRIDGE CONSTRUCTION, LATEST EDITION, AS APPLICABLE.
2. THE BRIDGE SHALL BE DESIGNED FOR A DESIGN SPEED OF 40 MPH.
3. THE BRIDGE SHALL BE DESIGNED FOR A DESIGN LIVE LOAD OF HS20.
4. THE BRIDGE SHALL BE DESIGNED FOR A DESIGN WIND SPEED OF 100 MPH.
5. THE BRIDGE SHALL BE DESIGNED FOR A DESIGN FLOOD FLOW OF 100 CFS.
6. THE BRIDGE SHALL BE DESIGNED FOR A DESIGN SEISMICITY OF 0.1g.
7. THE BRIDGE SHALL BE DESIGNED FOR A DESIGN CORROSION RATE OF 0.005 IN/100 YRS.
8. THE BRIDGE SHALL BE DESIGNED FOR A DESIGN CRACK WIDTH OF 0.015 IN.
9. THE BRIDGE SHALL BE DESIGNED FOR A DESIGN DEFLECTION OF 1/1600 IN/IN.
10. THE BRIDGE SHALL BE DESIGNED FOR A DESIGN SETTLEMENT OF 1/100 IN/IN.
11. THE BRIDGE SHALL BE DESIGNED FOR A DESIGN SLOPE OF 1%.
12. THE BRIDGE SHALL BE DESIGNED FOR A DESIGN CURVE OF 100 FT.
13. THE BRIDGE SHALL BE DESIGNED FOR A DESIGN GRADE OF 1%.
14. THE BRIDGE SHALL BE DESIGNED FOR A DESIGN SURFACE FINISH OF 1/4 IN.
15. THE BRIDGE SHALL BE DESIGNED FOR A DESIGN CURB FINISH OF 1/4 IN.
16. THE BRIDGE SHALL BE DESIGNED FOR A DESIGN SIDEWALK FINISH OF 1/4 IN.
17. THE BRIDGE SHALL BE DESIGNED FOR A DESIGN DRIVEWAY FINISH OF 1/4 IN.
18. THE BRIDGE SHALL BE DESIGNED FOR A DESIGN PAVEMENT FINISH OF 1/4 IN.
19. THE BRIDGE SHALL BE DESIGNED FOR A DESIGN BASE FINISH OF 1/4 IN.
20. THE BRIDGE SHALL BE DESIGNED FOR A DESIGN SUBGRADE FINISH OF 1/4 IN.

**GENERAL NOTES:**

1. THE BRIDGE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR BRIDGE CONSTRUCTION, LATEST EDITION, AS APPLICABLE.
2. THE BRIDGE SHALL BE DESIGNED FOR A DESIGN SPEED OF 40 MPH.
3. THE BRIDGE SHALL BE DESIGNED FOR A DESIGN LIVE LOAD OF HS20.
4. THE BRIDGE SHALL BE DESIGNED FOR A DESIGN WIND SPEED OF 100 MPH.
5. THE BRIDGE SHALL BE DESIGNED FOR A DESIGN FLOOD FLOW OF 100 CFS.
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15. THE BRIDGE SHALL BE DESIGNED FOR A DESIGN CURB FINISH OF 1/4 IN.
16. THE BRIDGE SHALL BE DESIGNED FOR A DESIGN SIDEWALK FINISH OF 1/4 IN.
17. THE BRIDGE SHALL BE DESIGNED FOR A DESIGN DRIVEWAY FINISH OF 1/4 IN.
18. THE BRIDGE SHALL BE DESIGNED FOR A DESIGN PAVEMENT FINISH OF 1/4 IN.
19. THE BRIDGE SHALL BE DESIGNED FOR A DESIGN BASE FINISH OF 1/4 IN.
20. THE BRIDGE SHALL BE DESIGNED FOR A DESIGN SUBGRADE FINISH OF 1/4 IN.



1. THE TRACK CENTERLINE IS LOCATED AS SHOWN ON THE PLAN VIEW. THE TRACK CENTERLINE IS LOCATED AS SHOWN ON THE PLAN VIEW. THE TRACK CENTERLINE IS LOCATED AS SHOWN ON THE PLAN VIEW.

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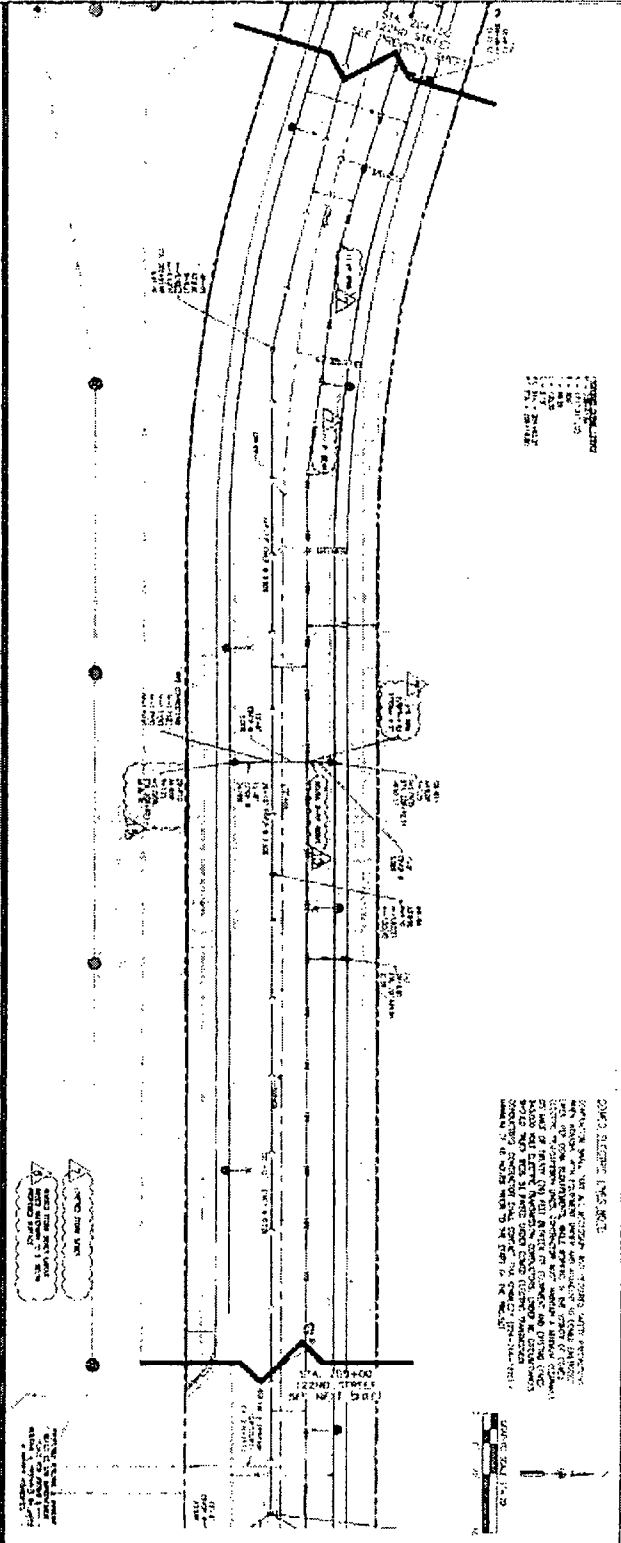
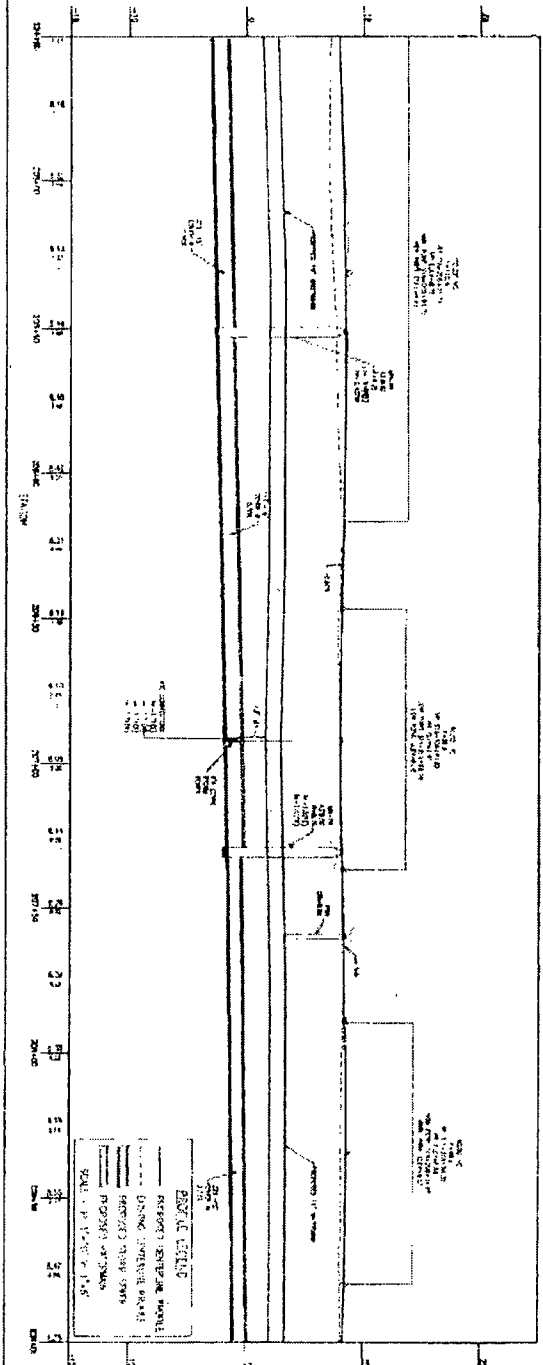
19. THE TRACK CENTERLINE IS LOCATED AS SHOWN ON THE PLAN VIEW. THE TRACK CENTERLINE IS LOCATED AS SHOWN ON THE PLAN VIEW. THE TRACK CENTERLINE IS LOCATED AS SHOWN ON THE PLAN VIEW.

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**HURLEY AVENUE PLAN & PROFILE**  
 STA. 108+50 - 112+70.01

2019-03-04





1. THE PROPOSED ROADWAY SHALL BE CONSTRUCTED TO A FINISH GRADE OF 100.00 FEET AT STATION 1+00.00 AND TO A FINISH GRADE OF 100.50 FEET AT STATION 1+50.00.

2. THE PROPOSED ROADWAY SHALL BE CONSTRUCTED TO A FINISH GRADE OF 100.25 FEET AT STATION 1+25.00.

3. THE PROPOSED ROADWAY SHALL BE CONSTRUCTED TO A FINISH GRADE OF 100.75 FEET AT STATION 1+75.00.

4. THE PROPOSED ROADWAY SHALL BE CONSTRUCTED TO A FINISH GRADE OF 101.00 FEET AT STATION 1+50.00.

5. THE PROPOSED ROADWAY SHALL BE CONSTRUCTED TO A FINISH GRADE OF 101.25 FEET AT STATION 1+25.00.

6. THE PROPOSED ROADWAY SHALL BE CONSTRUCTED TO A FINISH GRADE OF 101.75 FEET AT STATION 1+75.00.

7. THE PROPOSED ROADWAY SHALL BE CONSTRUCTED TO A FINISH GRADE OF 102.00 FEET AT STATION 1+50.00.

8. THE PROPOSED ROADWAY SHALL BE CONSTRUCTED TO A FINISH GRADE OF 102.25 FEET AT STATION 1+25.00.

9. THE PROPOSED ROADWAY SHALL BE CONSTRUCTED TO A FINISH GRADE OF 102.75 FEET AT STATION 1+75.00.

10. THE PROPOSED ROADWAY SHALL BE CONSTRUCTED TO A FINISH GRADE OF 103.00 FEET AT STATION 1+50.00.

1. THE PROPOSED ROADWAY SHALL BE CONSTRUCTED TO A FINISH GRADE OF 100.00 FEET AT STATION 1+00.00 AND TO A FINISH GRADE OF 100.50 FEET AT STATION 1+50.00.

2. THE PROPOSED ROADWAY SHALL BE CONSTRUCTED TO A FINISH GRADE OF 100.25 FEET AT STATION 1+25.00.

3. THE PROPOSED ROADWAY SHALL BE CONSTRUCTED TO A FINISH GRADE OF 100.75 FEET AT STATION 1+75.00.

4. THE PROPOSED ROADWAY SHALL BE CONSTRUCTED TO A FINISH GRADE OF 101.00 FEET AT STATION 1+50.00.

5. THE PROPOSED ROADWAY SHALL BE CONSTRUCTED TO A FINISH GRADE OF 101.25 FEET AT STATION 1+25.00.

6. THE PROPOSED ROADWAY SHALL BE CONSTRUCTED TO A FINISH GRADE OF 101.75 FEET AT STATION 1+75.00.

7. THE PROPOSED ROADWAY SHALL BE CONSTRUCTED TO A FINISH GRADE OF 102.00 FEET AT STATION 1+50.00.

8. THE PROPOSED ROADWAY SHALL BE CONSTRUCTED TO A FINISH GRADE OF 102.25 FEET AT STATION 1+25.00.

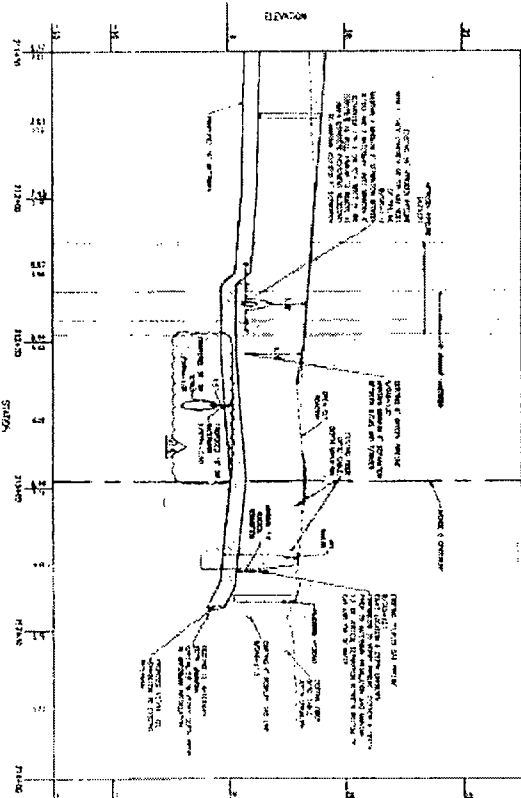
9. THE PROPOSED ROADWAY SHALL BE CONSTRUCTED TO A FINISH GRADE OF 102.75 FEET AT STATION 1+75.00.

10. THE PROPOSED ROADWAY SHALL BE CONSTRUCTED TO A FINISH GRADE OF 103.00 FEET AT STATION 1+50.00.

**122ND STREET PLAN & PROFILE**

STA. 104+50 TO 109+00



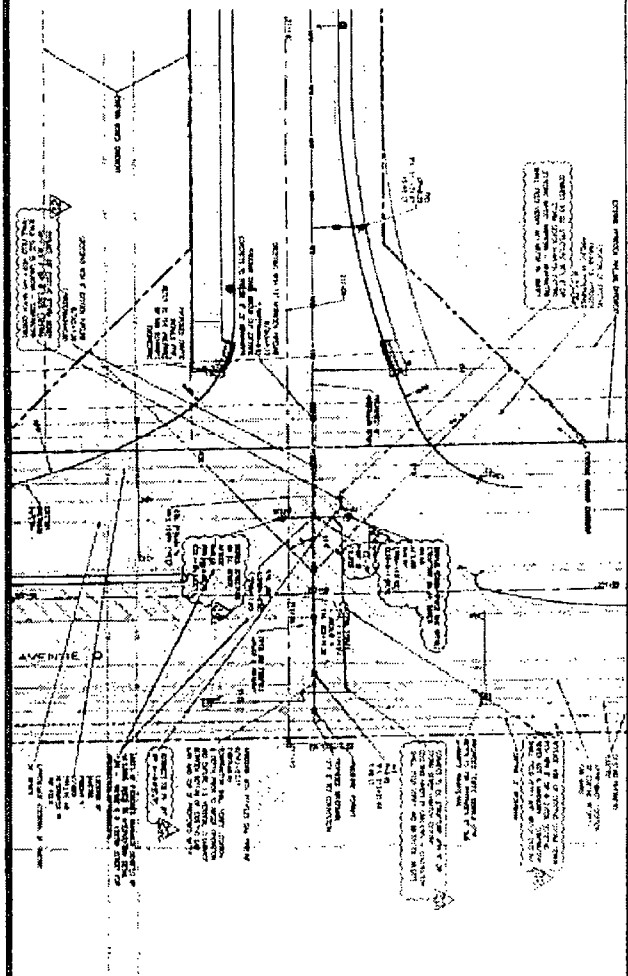


**LEGEND**

—	PROPOSED PIPELINE
- - -	EXISTING PIPELINE
---	PROPOSED AVENUE
---	EXISTING AVENUE
---	PROPOSED SIDEWALK
---	EXISTING SIDEWALK
---	PROPOSED DRIVEWAY
---	EXISTING DRIVEWAY
---	PROPOSED FENCE
---	EXISTING FENCE
---	PROPOSED CURB
---	EXISTING CURB
---	PROPOSED GRADE
---	EXISTING GRADE

**GENERAL NOTES**

1. THE PIPELINE SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE WATERMAN PIPELINE COMPANY.
2. THE PIPELINE SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE WATERMAN PIPELINE COMPANY.
3. THE PIPELINE SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE WATERMAN PIPELINE COMPANY.
4. THE PIPELINE SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE WATERMAN PIPELINE COMPANY.
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**GENERAL NOTES**

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9. THE PIPELINE SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE WATERMAN PIPELINE COMPANY.
10. THE PIPELINE SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE WATERMAN PIPELINE COMPANY.

**SPECIAL LEGEND**

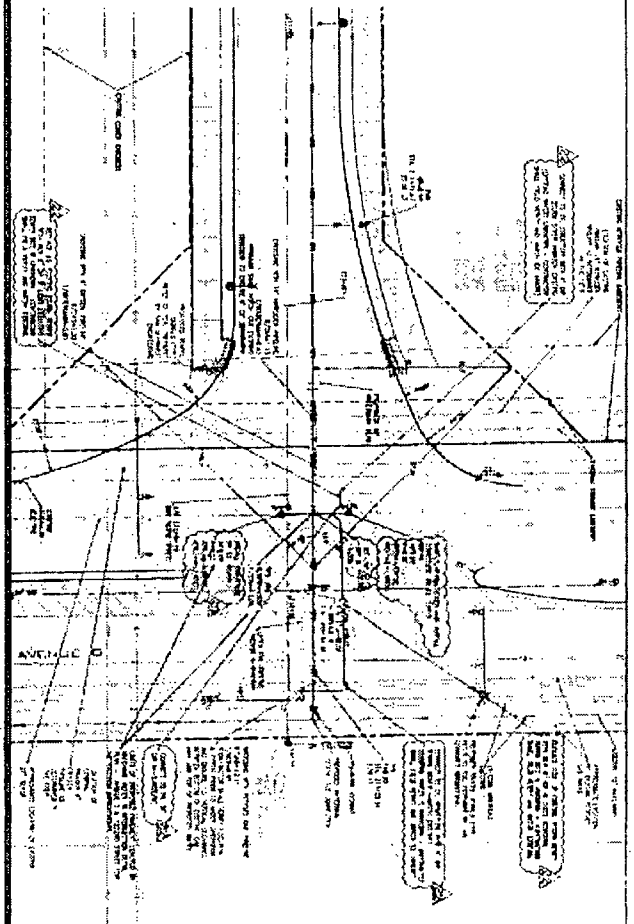
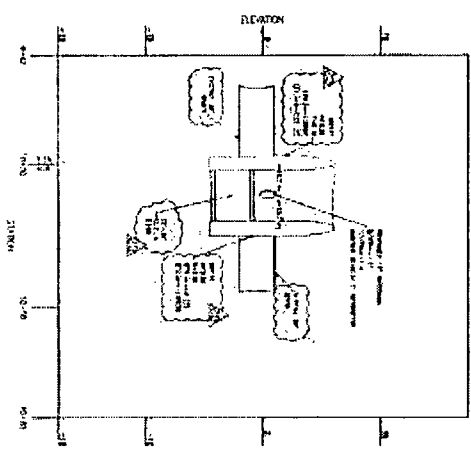
--- PROPOSED STORM SEWER MAIN

--- EXISTING STORM SEWER MAIN

--- EXISTING WATER MAIN

--- EXISTING GAS MAIN

--- EXISTING SANITARY MAIN



1. THE PROPOSED STORM SEWER MAIN SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY ENGINEER AND THE STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF STORM SEWER MAINS.

2. THE PROPOSED STORM SEWER MAIN SHALL BE CONSTRUCTED WITH A MINIMUM COVER OF 4 FEET AT ALL POINTS.

3. THE PROPOSED STORM SEWER MAIN SHALL BE CONSTRUCTED WITH A MINIMUM SLOPE OF 0.01 PER CENT.

4. THE PROPOSED STORM SEWER MAIN SHALL BE CONSTRUCTED WITH A MINIMUM PIPE SIZE OF 18 INCHES.

5. THE PROPOSED STORM SEWER MAIN SHALL BE CONSTRUCTED WITH A MINIMUM WALL THICKNESS OF 12 INCHES.

6. THE PROPOSED STORM SEWER MAIN SHALL BE CONSTRUCTED WITH A MINIMUM JOINT STRENGTH OF 1000 POUNDS PER SQUARE INCH.

7. THE PROPOSED STORM SEWER MAIN SHALL BE CONSTRUCTED WITH A MINIMUM JOINT SPACING OF 10 FEET.

8. THE PROPOSED STORM SEWER MAIN SHALL BE CONSTRUCTED WITH A MINIMUM JOINT SEALING OF 1/2 INCH.

9. THE PROPOSED STORM SEWER MAIN SHALL BE CONSTRUCTED WITH A MINIMUM JOINT SEALING OF 1/2 INCH.

10. THE PROPOSED STORM SEWER MAIN SHALL BE CONSTRUCTED WITH A MINIMUM JOINT SEALING OF 1/2 INCH.

**AVENUE O PLAN & PROFILE**  
**STORM SEWER**



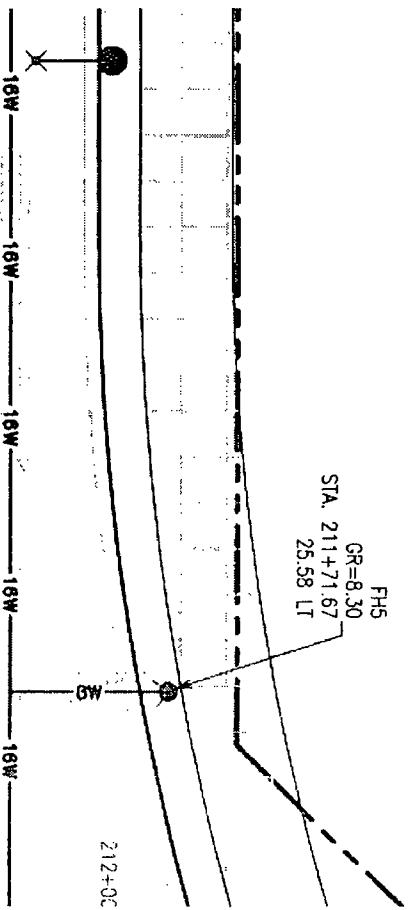
EXISTING NITROGEN PIPELINE EA

LOCATION OF EXISTING  
PRAXAIR 16" NITROGEN  
PIPELINE AS DETERMINED  
IN THE FIELD

**22** CONNECT TO EX. STRUCTURE WITH 8" DI  
STORM SEWER - MATCH EXISTING  
(EXISTING INVERT UNKNOWN - CONTRACTOR  
SHALL FIELD VERIFY AND MATCH EX. INVERT)

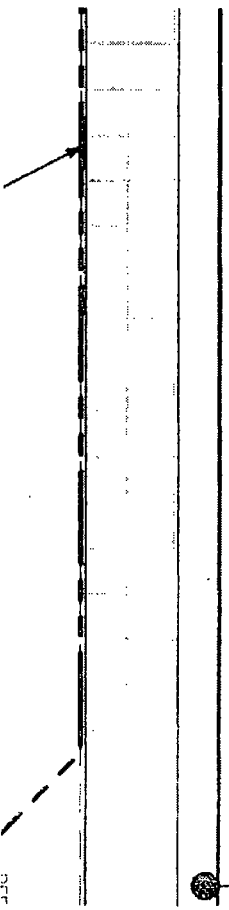
SECTION 1  
FROM 8.00  
RAILWAY 11.000  
TOP OF WATER 4.04  
SECTION 2  
FROM 8.00  
RAILWAY 11.000  
TOP OF WATER 4.04  
SECTION 3  
FROM 8.00  
RAILWAY 11.000  
TOP OF WATER 4.04

FHS  
GR=8.30  
STA. 211+71.67  
25.58 LT



CROSSING WITH 15

\*PRAXAIR SHAFT  
CONCRETE TO ENSURE



## **Exhibit D**

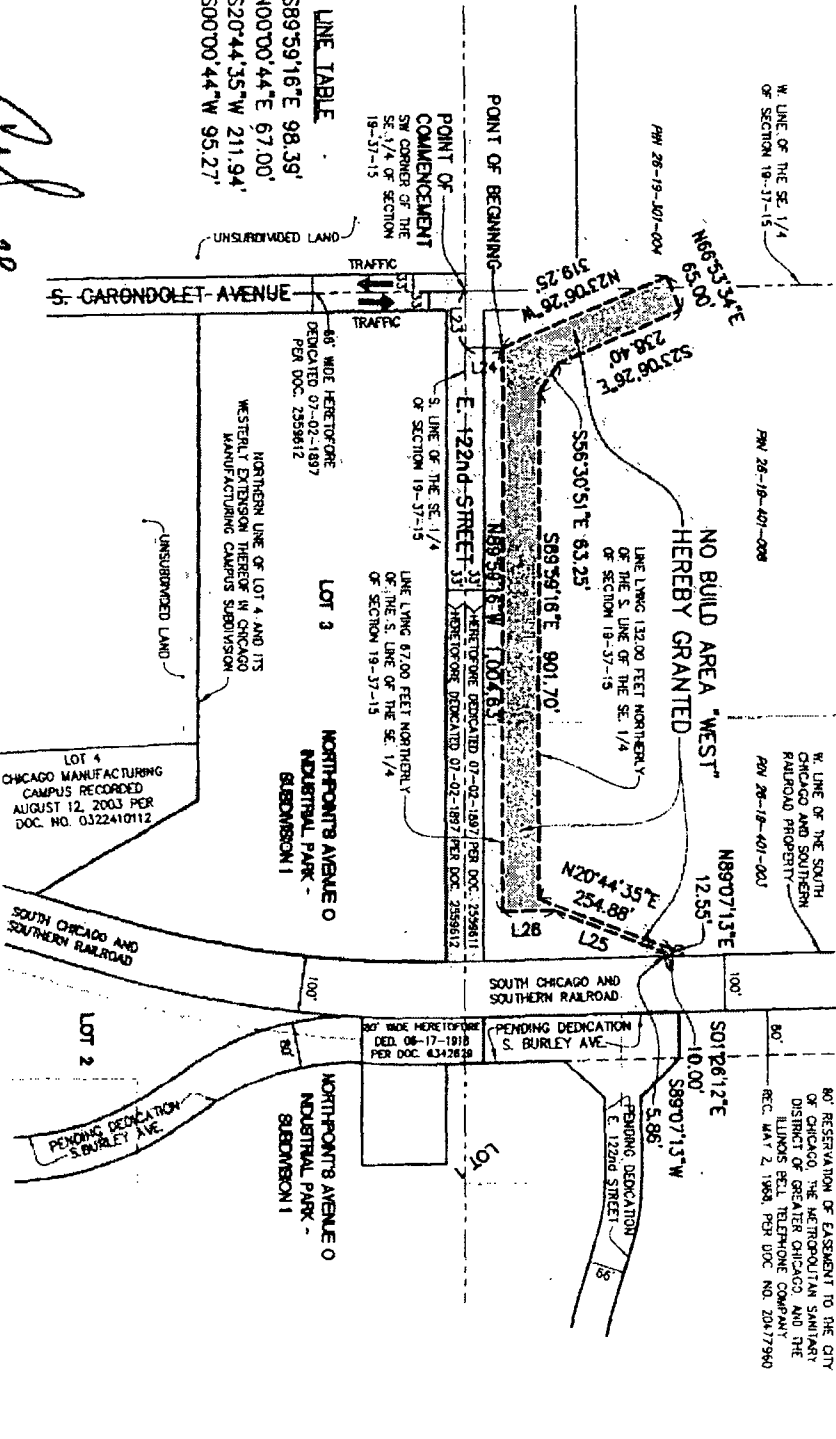
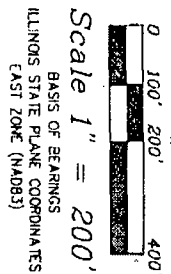
# **Plat of No Build Restriction**



# EXHIBIT "D"

## PLAT OF NO BUILD RESTRICTION

FOR WATER DETENTION AREAS IN PART OF THE SOUTH-HALF OF SECTION 19, AND PART OF THE NORTHEAST QUARTER OF SECTION 30, ALL IN TOWNSHIP 37 NORTH, RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS



### LINE TABLE

L23	S89°59'18"E	98.39'
L24	N00°00'44"E	67.00'
L25	S20°44'35"W	211.94'
L26	S00°00'44"W	95.27'

CDOT#19-10-19-3887

SHEET 2 OF 5

**JACOB & HEFFNER ASSOCIATES**

1134 Northland Road, Suite 201, Rosemont, IL 60018  
Tel: 630-584-1100, Fax: 630-584-1101, Email: info@jacobandheffner.com

PROJECT NO.	19-10-19-3887
OWNER	CHICAGO MANUFACTURING CAMPUS
DATE PREPARED	APRIL 13, 2023
SCALE	AS SHOWN

# EXHIBIT "D" PLAT OF NO BUILD RESTRICTION

FOR WATER-RETENTION AREAS IN PART OF THE SOUTH HALF OF SECTION 19 AND PART OF THE NORTHEAST QUARTER OF SECTION 30, ALL IN TOWNSHIP 37 NORTH, RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS

### NO BUILD AREA "SOUTH" (AS DEPICTED ON SHEET 1 OF 5)

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 19, AND THAT PART OF THE NORTHEAST QUARTER OF SECTION 30, ALL IN TOWNSHIP 37 NORTH, RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, BEING BOUNDED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19 WITH THE WESTERN RIGHT OF WAY LINE OF S. AVENUE 0, SAID RIGHT OF WAY BEING PARALLEL WITH AND 50 FEET WESTERLY OF THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 112.92 FEET; THENCE NORTH 45 DEGREES 28 MINUTES WEST 559.65 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE NORTH; THENCE WESTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 483.00 FEET AND AN ARC DISTANCE OF 145.49 FEET TO ITS POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 81 DEGREES 29 MINUTES 13 SECONDS WEST 144.94 FEET; THENCE NORTH 72 DEGREES 51 MINUTES 28 SECONDS WEST 100.00 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE SOUTH; THENCE WESTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 417.00 FEET AND AN ARC DISTANCE OF 93.76 FEET TO THE POINT OF BEGINNING OF THIS NO BUILD AREA, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 79 DEGREES 28 MINUTES 11 SECONDS WEST 93.55 FEET; THENCE CONTINUING WESTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 417.00 FEET AND AN ARC DISTANCE OF 10.02 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 88 DEGREES 42 MINUTES 12 SECONDS WEST 10.02 FEET; THENCE SOUTH 00 DEGREES 42 SECONDS EAST 117.15 FEET; THENCE SOUTH 07 DEGREES 32 MINUTES 19 SECONDS WEST 184.40 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 57 SECONDS WEST 158.34 FEET; THENCE NORTH 89 DEGREES 09 MINUTES 16 SECONDS WEST 188.39 FEET TO A POINT ON A NON-TANGENT CURVE BEING CONCAVE TO THE NORTHEAST, THENCE SOUTHERLY AND SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 412.50 FEET AND AN ARC DISTANCE OF 265.89 FEET TO A POINT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 16 DEGREES 33 MINUTES 03 SECONDS EAST 261.31 FEET; THENCE SOUTH 33 DEGREES 34 MINUTES 50 SECONDS EAST 195.70 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 57 SECONDS EAST 395.96 FEET; THENCE NORTH 01 DEGREES 47 MINUTES 01 SECONDS EAST 17.56 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 57 SECONDS EAST 167.00 FEET; THENCE NORTH 07 DEGREES 12 MINUTES 19 SECONDS EAST 184.43 FEET; THENCE NORTH 00 DEGREES 22 MINUTES 33 SECONDS WEST 117.20 FEET TO THE POINT OF BEGINNING ABOVE DESCRIBED PARCEL CONTAINING 53,668 SQUARE FEET OR 1.232 ACRES, MORE OR LESS.

### NO BUILD AREA "NORTH" (AS DEPICTED ON SHEET 1 OF 5)

TOGETHER WITH THAT PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, BEING BOUNDED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19 WITH THE WESTERN RIGHT OF WAY LINE OF S. AVENUE 0, SAID RIGHT OF WAY BEING PARALLEL WITH AND 50 FEET WESTERLY OF THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 218.93 FEET; THENCE SOUTH 44 DEGREES 31 MINUTES 18 SECONDS WEST 98.37 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 02 SECONDS WEST 558.81 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE NORTH; THENCE WESTERLY ALONG SAID CURVE TO THE POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 81 DEGREES 29 MINUTES 13 SECONDS WEST 125.13 FEET; THENCE NORTH 72 DEGREES 51 MINUTES 28 SECONDS WEST 100.00 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE SOUTH; THENCE WESTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 483.00 FEET AND AN ARC DISTANCE OF 150.40 FEET TO ITS POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 81 DEGREES 29 MINUTES 13 SECONDS WEST 149.79 FEET; THENCE SOUTH 89 DEGREES 09 MINUTES 16 SECONDS WEST 133.55 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 57 SECONDS WEST 33.85 FEET TO THE POINT OF BEGINNING OF THIS NO BUILD AREA, THENCE CONTINUING NORTH 46 DEGREES 04 MINUTES 03 SECONDS WEST 50.30 FEET; THENCE NORTH 89 DEGREES 07 MINUTES 13 SECONDS EAST 29.82 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 57 SECONDS WEST 71.21 FEET; THENCE NORTH 89 DEGREES 07 MINUTES 13 SECONDS EAST 87.45 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 57 SECONDS WEST 106.92 FEET; THENCE SOUTH 89 DEGREES 09 MINUTES 16 SECONDS WEST 81.52 FEET TO THE POINT OF BEGINNING ABOVE DESCRIBED PARCEL CONTAINING 9,759 SQUARE FEET OR 0.224 ACRES, MORE OR LESS.

CDOT #19-10-19-3887

*Handwritten signature*

SHEET 3 OF 5



**JACOB & HEFFNER**  
ASSOCIATES

101 N. DEARBORN ROAD, SUITE 200, DEARBORN, IL 60015  
TEL: 630.941.1234 FAX: 630.941.1235

OWNER NO.	PLAN
DATE	DATE
DESCRIPTION	DATE
DATE	DATE

# EXHIBIT "D"

## PLAT OF NO BUILD RESTRICTION

FOR WATER DETENTION AREAS IN PART OF THE SOUTH HALF OF SECTION 19, AND PART OF THE NORTHEAST QUARTER OF SECTION 30, ALL IN TOWNSHIP 37 NORTH, RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS

NO BUILD AREA "WEST" (AS DEPICTED ON SHEET 2 OF 5)

TOGETHER WITH THAT PART OF THE SOUTHWEST QUARTER OF SECTION 19, AND PART OF THE SOUTHWEST QUARTER OF SECTION 19, ALL IN TOWNSHIP 37 NORTH, RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, BEING BOUNDED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 19, THENCE SOUTH 89 DEGREES 59 MINUTES 16 SECONDS EAST (BASES OF BEARINGS - ILLINOIS STATE PLANE COORDINATES EAST ZONE (NAD83)) ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 19, A DISTANCE OF 8120 FEET, THENCE NORTH 90 DEGREES 00 MINUTES 44 SECONDS EAST PERPENDICULAR TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 1700 FEET TO THE POINT OF BEGINNING OF THIS NO BUILD AREA DESCRIPTION, THENCE NORTH 23 DEGREES 08 MINUTES 28 SECONDS WEST 5182.25 FEET, THENCE NORTH 68 DEGREES 53 MINUTES 34 SECONDS EAST 6300 FEET, THENCE SOUTH 23 DEGREES 51 SECONDS EAST 8120 FEET TO A POINT LYING 132.00 FEET NORTHERLY OF (MEASURED PERPENDICULAR TO) THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19, THENCE SOUTH 89 DEGREES 59 MINUTES 16 SECONDS EAST PARALLEL WITH AND 132.00 FEET NORTHERLY OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 901.70 FEET, THENCE NORTH 20 DEGREES 44 MINUTES 33 SECONDS EAST 254.89 FEET, THENCE NORTH 69 DEGREES 07 MINUTES 13 SECONDS EAST 1235 FEET TO A POINT ON THE WESTERN LINE OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD PROPERTY, SAID LINE LYING 100 FEET WESTERLY OF (MEASURED PERPENDICULAR TO) THE WESTERN LINE OF THE 80 FOOT WIDE RESERVATION OF EASTWENT TO THE CITY OF CHICAGO, THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO AND ILLINOIS BELL TELEPHONE COMPANY RECORDED MAY 2, 1968, PER DOCUMENT NUMBER 20477980 IN THE OFFICE OF THE COOK COUNTY RECORDER, THENCE SOUTH 01 DEGREES 28 MINUTES 12 SECONDS EAST ALONG THE WESTERN LINE OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD PROPERTY 10.00 FEET, THENCE SOUTH 89 DEGREES 07 MINUTES 13 SECONDS WEST 5.86 FEET, THENCE SOUTH 20 DEGREES 44 MINUTES 33 SECONDS WEST 211.94 FEET, THENCE SOUTH 00 DEGREES 00 MINUTES 44 SECONDS WEST 95.27 FEET TO A POINT ON A LINE LYING 87.00 FEET NORTHERLY OF (MEASURED PERPENDICULAR TO) THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19, THENCE NORTH 89 DEGREES 59 MINUTES 16 SECONDS WEST PARALLEL WITH AND 87.00 FEET NORTHERLY OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 1004.63 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, ABOVE DESCRIBED PARCEL CONTAINING 86,644 SQUARE FEET OR 1,990 ACRES, MORE OR LESS, TOTAL AREA DESCRIBED ON PLAT FOR NO BUILD AREAS CONTAINING 150,111 SQUARE FEET OR 3,446 ACRES, MORE OR LESS.

CDOT#19-10-19-3887

APR 10 2020

SHEET 4 OF 5

STATE OF \_\_\_\_\_ )  
 COUNTY OF \_\_\_\_\_ ) SS

NO. 19846 Q, LLC, A MISSOURI LIMITED LIABILITY COMPANY, HENRY GEMTER, THAT THEY ARE THE OWNER OF THE ABOVE NO BUILD RESTRICTION AREAS AS DESCRIBED AND DEPICTED ON THE ATTACHED PLAT, AND THAT THEY HAVE CAUSED THE SURVEYOR TO SURVEY AND MAP THE AREAS AS PRESENTED ON THIS PLAT, IN WITNESS WHEREOF, SAID OWNER HAS SIGNED OR CAUSED TO BE SIGNED ON ITS BEHALF BY ITS DULY AUTHORIZED AGENT, THIS CERTIFICATE ON \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.


BY: \_\_\_\_\_ OWNER  
 \_\_\_\_\_ FINNED  
 \_\_\_\_\_ NOTARY PUBLIC

STATE OF \_\_\_\_\_ )  
 COUNTY OF \_\_\_\_\_ ) SS

I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR THE COUNTY OF \_\_\_\_\_ AND \_\_\_\_\_, DO HEREBY CERTIFY THAT \_\_\_\_\_ PERSONALLY KNOWN TO ME TO BE THE SAID PERSON(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME, THIS DAY IN PERSON AND DELIVERED SAID INSTRUMENT AND (SPECIALTY) NOTARIAL SEAL (IF APPLICABLE) TO ME, AND THAT SAID INSTRUMENT WAS SIGNED, SEALED AS HIS (THEIR) FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREON SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL  
 THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2020

NOTARY PUBLIC \_\_\_\_\_ COMMISSION EXPIRES \_\_\_\_\_



**JACOB & HEFFNER**  
 ASSOCIATES

1010 Pennsylvania Blvd., Suite 200, Bensenville, IL 60015  
 630-583-8888

SUBMIT NO.	2384
OWNER	NO. 19846 Q, LLC
DATE PREPARED	APRIL 15, 2020
SCALE	AS SHOWN

# EXHIBIT "D"

## PLAT OF NO BUILD RESTRICTION

FOR WATER DETENTION AREAS IN PART OF THE SOUTH HALF OF SECTION 19, AND PART OF THE NORTHEAST QUARTER OF SECTION 30, ALL IN TOWNSHIP 37 NORTH, RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS

PLATS
26-19-301-004
26-19-400-012
26-19-400-014
26-19-400-015
26-19-401-003
26-19-401-008
26-30-201-006
26-30-201-011

**LEGEND**

XXX.XX' MEASURED DIMENSION  
(XXX.XX') RECORD DIMENSION

↑ TRAFFIC FLOW DIRECTION

SECTION/QUARTER SECTION LINE

BOUNDARY LINE

EASEMENT LINE

TAX PARCEL (PIN) LINE

NO BUILD RESTRICTION FOR WATER DETENTION AREAS HEREBY GRANTED

CHICAGO DEPARTMENT OF TRANSPORTATION

- SURVEYOR'S NOTES:**
- 1) BASIS OF BEARINGS IS ILLINOIS STATE PLANE COORDINATES EAST ZONE (NAD83).
  - 2) DATE OF COMPLETION OF FIELD WORK: DECEMBER 31, 2018.
  - 3) NO DIMENSIONS SHOULD BE ASSUMED BY SCALE MEASUREMENTS UPON THE PLAT.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) SS

I HEREBY CERTIFY THAT, AT THE REQUEST OF THE OWNERS, I HAVE PREPARED THIS PLAT FOR THE PURPOSE OF GRANTING NO BUILD RESTRICTION AREAS. DIMENSIONS ARE GIVEN IN FEET AND DECIMALS OF A FOOT. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

I HEREBY AUTHORIZE THE OWNER OR THEIR AGENT TO FILE THIS PLAT OF EASEMENT RELEASE WITH THE COUNTY RECORDER'S OFFICE GIVEN UNDER MY HAND AND SEAL THIS 15TH DAY OF APRIL, A.D. 2020.



*Carl J. Cook*

CARL J. COOK  
JACOB & HEFFNER ASSOCIATES, INC.  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-003643  
MY LICENSE EXPIRES NOVEMBER 30, 2020

COOK COUNTY

CHICAGO DEPARTMENT OF FINANCE

**PREPARED FOR:**  
NORTHPOINT DEVELOPMENT  
3010 HIGHLAND PARKWAY, SUITE 440  
DOWNERS GROVE, IL 60515

**SEND TO:**  
DLA PIPER, LLP  
444 WEST LAKE STREET, SUITE 900  
CHICAGO, IL 60606-0089

**CDOT #19-10-19-3887**

SHEET 5 OF 5

**JACOB & HEFFNER ASSOCIATES**

201 Northfield Road, Suite 200, Downers Grove, IL 60515  
11 Park Square, Downers Grove, IL 60515

OWNER'S FILE NO.	PROJECT NO.
DATE PREPARED	DATE OF SURVEY
SCALE	DATE OF PLAT

**Exhibit E**

**Developer Storm**

**Sewer Facilities**

**and**

**Private Outfall System**

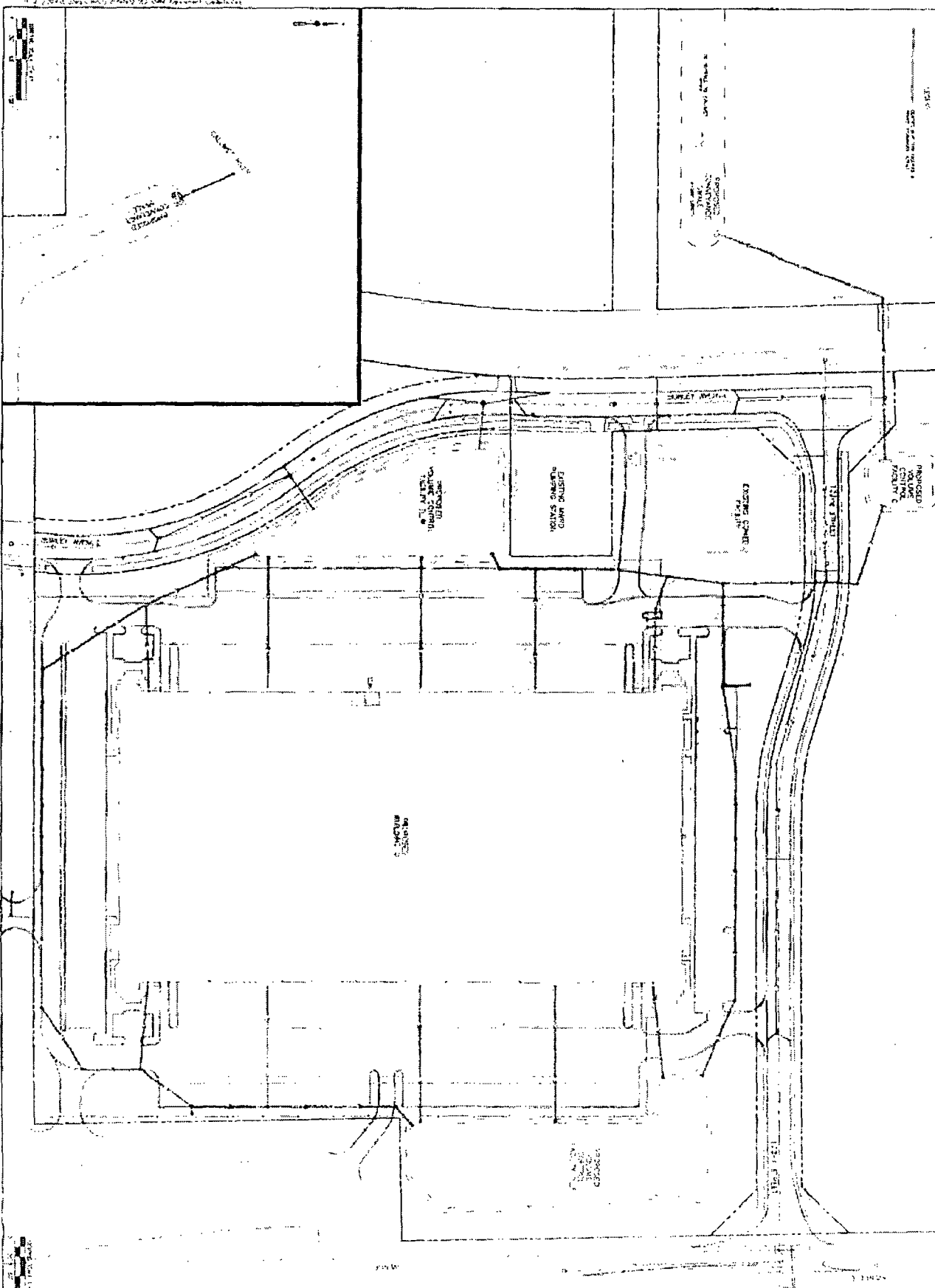


EXHIBIT E  
 1984



JACOBS & HUNTER  
 ARCHITECTS

DEVELOPER STORM SEWER FACILITIES  
 & PRIVATE OUTFALL SYSTEM  
 AVENUE D  
 NORTHBROOK DEVELOPMENT  
 CHICAGO, ILLINOIS

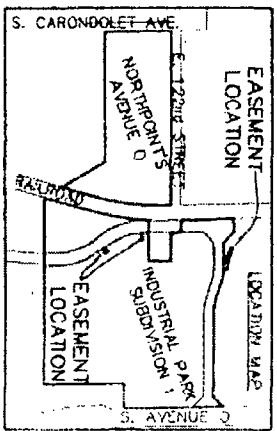
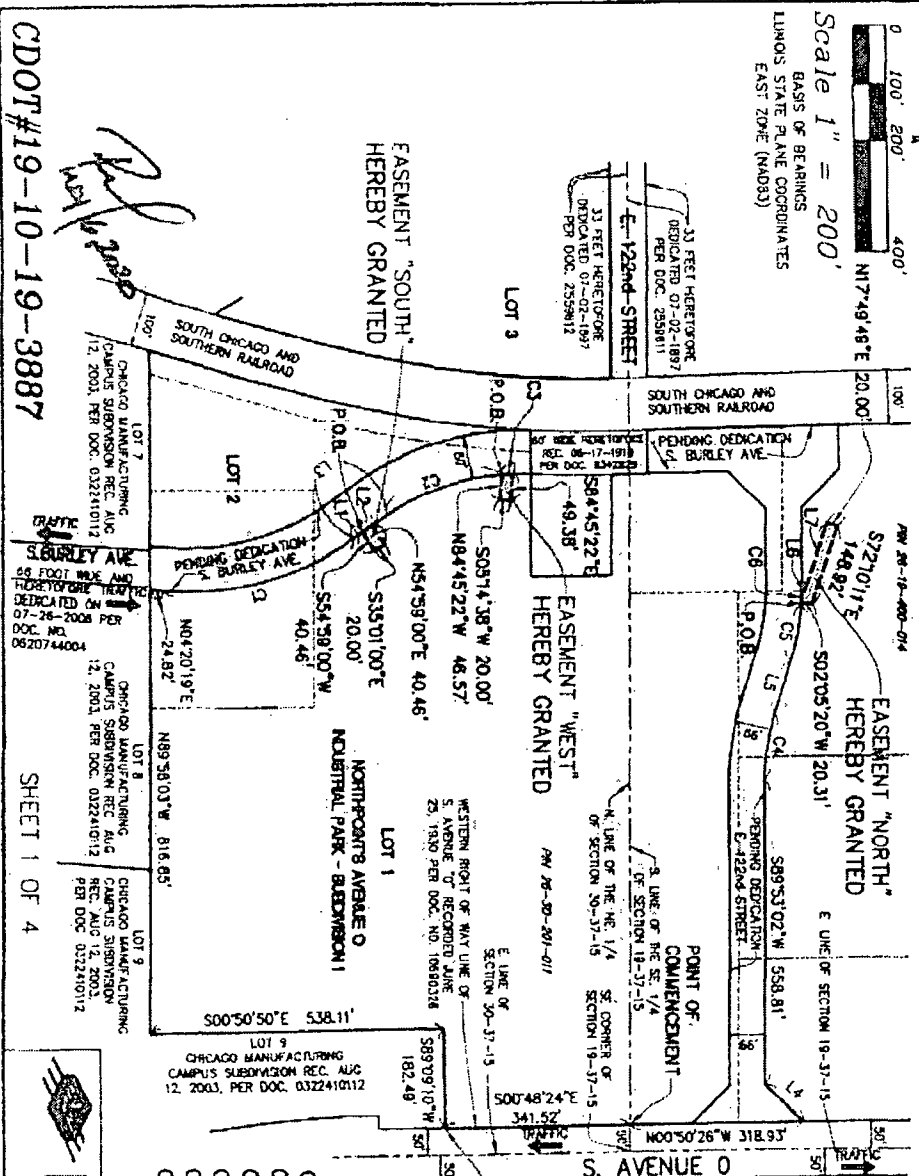
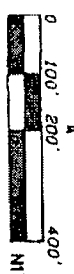
## Exhibit F

# City Access Easement Areas

TO THE CITY OF CHICAGO DEPARTMENT OF WATER MANAGEMENT IN PART OF THE SOUTHEAST QUARTER OF SECTION 30, ALL IN TOWNSHIP 37 NORTH, RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS

# EXHIBIT F PLAT OF EASEMENT

Scale 1" = 200'  
BASIS OF BEARINGS  
ILLINOIS STATE PLANE COORDINATES  
EAST ZONE (NAD83)



LINE TABLE

L1	N35°01'00"W 17.76'
L2	N35°01'00"W 20.00'
L3	N35°01'00"W 69.50'
L4	S44°31'18"W 98.37'
L5	N72°51'28"W 100.00'
L6	N02°05'20"E 4.84'
L7	N72°10'11"W 133.78'

CURVE TABLE

C1	L=370.92' R=540.00' CB=N15°20'21"W 363.67'
C2	L=229.08' R=425.00' CB=N19°34'29"W 226.32'
C3	L=20.20' R=425.00' CB=N02°46'17"W 20.20'
C4	L=125.61' R=417.00' CB=N81°29'13"W 125.13'
C5	L=108.93' R=483.00' CB=N79°19'06"W 108.70'
C6	L=20.00' R=483.00' CB=N86°57'56"W 20.00'

**JACOB & HEFNER ASSOCIATES**

CHICAGO MANUFACTURING CAMPUS SUBDIVISION REC. AUG 12, 2003, PER DOC. 0322410112

CHICAGO MANUFACTURING CAMPUS SUBDIVISION REC. AUG 12, 2003, PER DOC. 0322410112

CHICAGO MANUFACTURING CAMPUS SUBDIVISION REC. AUG 12, 2003, PER DOC. 0322410112

CHICAGO MANUFACTURING CAMPUS SUBDIVISION REC. AUG 12, 2003, PER DOC. 0322410112

CDOT #19-10-19-3887

SHEET 1 OF 4

EXHIBIT F  
**PLAT OF EASEMENT**  
 TO THE CITY OF CHICAGO DEPARTMENT OF WATER MANAGEMENT IN PART OF THE SOUTHEAST QUARTER OF SECTION 30, ALL IN TOWNSHIP 37 NORTH, RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS  
 NORTHEAST QUARTER OF SECTION 30, ALL IN TOWNSHIP 37 NORTH, RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS

**CHICAGO DEPARTMENT OF WATER MANAGEMENT EASEMENT "SOUTH"**

THAT PART OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, BEING BOUNDED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30 WITH THE WESTERN RIGHT OF WAY LINE OF S. AVENUE O, SAID RIGHT OF WAY RECORDED JUNE 25, 1930, PER DOCUMENT NUMBER 10680328 IN THE OFFICE OF THE COOK COUNTY RECORDER, SAID POINT LYING 90 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE SOUTH 00 DEGREES 48 MINUTES 24 SECONDS EAST (BASES OF BEARINGS - ILLINOIS STATE PLANE COORDINATES EAST ZONE (NAD83)) ALONG SAID WESTERN RIGHT OF WAY LINE OF S. AVENUE O, SAID LINE BEING PARALLEL WITH SAID 90 FEET WESTERLY OF THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 341.52 FEET TO THE NORTHEASTERN CORNER OF LOT 9 IN CHICAGO MANUFACTURING CAMPUS SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 12, 2003, AS DOCUMENT NUMBER 0322410112 IN THE OFFICE OF THE COOK COUNTY RECORDER (THE FOLLOWING THREE (3) COURSES ARE ALONG THE BOUNDARY OF SAID CHICAGO MANUFACTURING CAMPUS SUBDIVISION PLAT): (1) THENCE SOUTH 89 DEGREES 08 MINUTES 10 SECONDS WEST 182.48 FEET; (2) THENCE SOUTH 00 DEGREES 50 MINUTES 50 SECONDS EAST 500.11 FEET; (3) THENCE NORTH 88 DEGREES 58 MINUTES 03 SECONDS WEST 818.85 FEET; THENCE NORTH 04 DEGREES 20 MINUTES 19 SECONDS EAST 744.2 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONVEX TO THE SOUTHWEST; THENCE NORTHERLY AND NORTHWESTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 540.00 FEET AND AN ARC DISTANCE OF 370.92 FEET TO ITS POINT OF TANGENCY; SAID CURVE BEING SUBTENDED BY A CHORD BEARING 0° NORTH 15 DEGREES 20 MINUTES 21 SECONDS WEST 344.67 FEET; THENCE NORTH 35 DEGREES 01 MINUTES 00 SECONDS WEST 17.78 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION; THENCE CONTINUING NORTH 35 DEGREES 01 MINUTES 00 SECONDS WEST 20.00 FEET; THENCE NORTH 54 DEGREES 59 MINUTES 00 SECONDS EAST 49.44 FEET; THENCE SOUTH 35 DEGREES 01 MINUTES 00 SECONDS EAST 20.00 FEET; THENCE SOUTH 14 DEGREES 59 MINUTES 00 SECONDS WEST 49.44 FEET TO THE POINT OF BEGINNING ABOVE DESCRIBED PARCEL CONTAINING 809 SQUARE FEET OR 0.019 ACRES, MORE OR LESS.

**CHICAGO DEPARTMENT OF WATER MANAGEMENT EASEMENT "WEST"**

TOGETHER WITH THAT PART OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, BEING BOUNDED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30 WITH THE WESTERN RIGHT OF WAY LINE OF S. AVENUE O, SAID RIGHT OF WAY RECORDED JUNE 25, 1930, PER DOCUMENT NUMBER 10680328 IN THE OFFICE OF THE COOK COUNTY RECORDER, SAID POINT LYING 90 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE SOUTH 00 DEGREES 48 MINUTES 24 SECONDS EAST (BASES OF BEARINGS - ILLINOIS STATE PLANE COORDINATES EAST ZONE (NAD83)) ALONG SAID WESTERN RIGHT OF WAY LINE OF S. AVENUE O, SAID LINE BEING PARALLEL WITH SAID 90 FEET WESTERLY OF THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 341.52 FEET TO THE NORTHEASTERN CORNER OF LOT 9 IN CHICAGO MANUFACTURING CAMPUS SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 12, 2003, AS DOCUMENT NUMBER 0322410112 IN THE OFFICE OF THE COOK COUNTY RECORDER (THE FOLLOWING THREE (3) COURSES ARE ALONG THE BOUNDARY OF SAID CHICAGO MANUFACTURING CAMPUS SUBDIVISION PLAT): (1) THENCE SOUTH 89 DEGREES 08 MINUTES 10 SECONDS WEST 182.48 FEET; (2) THENCE SOUTH 90 DEGREES 50 MINUTES 50 SECONDS EAST 500.11 FEET; (3) THENCE NORTH 88 DEGREES 58 MINUTES 03 SECONDS WEST 818.85 FEET; THENCE NORTH 04 DEGREES 20 MINUTES 19 SECONDS EAST 744.2 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONVEX TO THE SOUTHWEST; THENCE NORTHERLY AND NORTHWESTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 540.00 FEET AND AN ARC DISTANCE OF 370.92 FEET TO ITS POINT OF TANGENCY; SAID CURVE BEING SUBTENDED BY A CHORD BEARING 0° NORTH 15 DEGREES 20 MINUTES 21 SECONDS WEST 344.67 FEET; THENCE NORTH 35 DEGREES 01 MINUTES 00 SECONDS WEST 17.78 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION; THENCE CONTINUING NORTHERLY AND NORTHERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 423.00 FEET AND AN ARC DISTANCE OF 279.09 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION; SAID CURVE BEING SUBTENDED BY A CHORD BEARING 0° NORTH 15 DEGREES 34 MINUTES 28 SECONDS WEST 228.32 FEET; THENCE CONTINUING NORTHERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 423.00 FEET AND AN ARC DISTANCE OF 20.20 FEET TO A POINT; SAID CURVE BEING SUBTENDED BY A CHORD BEARING 0° NORTH 02 DEGREES 46 MINUTES 17 SECONDS WEST 20.20 FEET; THENCE SOUTH 84 DEGREES 45 MINUTES 22 SECONDS EAST 49.36 FEET; THENCE SOUTH 09 DEGREES 14 MINUTES 38 SECONDS WEST 20.00 FEET; THENCE NORTH 84 DEGREES 49 MINUTES 27 SECONDS WEST 44.57 FEET TO THE POINT OF BEGINNING ABOVE DESCRIBED PARCEL CONTAINING 961 SQUARE FEET OR 0.022 ACRES, MORE OR LESS.

CDOT#19-10-19-3887

*Handwritten signature*

SHEET 2 OF 4

**JACOB & HEINER**  
 ASSOCIATES

DATE OF RECORDING	APR 11 2008
FILED AT	CHICAGO
BOOK	117
PAGE	117

EXHIBIT F  
**PLAT OF EASEMENT**

TO THE CITY OF CHICAGO DEPARTMENT OF WATER MANAGEMENT IN PART OF THE SOUTHEAST QUARTER OF SECTION 19, AND PART OF THE NORTHEAST QUARTER OF SECTION 20, ALL IN TOWNSHIP 37 NORTH, RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS

**CHICAGO DEPARTMENT OF WATER MANAGEMENT EASEMENT, NORTH.**

TOGETHER WITH THAT PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, BEING BOUNDED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19 WITH THE WESTERN RIGHT OF WAY LINE OF S. AVENUE 0, SAID RIGHT OF WAY RECORDED JUNE 25, 1930, PER DOCUMENT NUMBER 10660328 IN THE OFFICE OF THE COOK COUNTY RECORDER, SAID POINT LYING 50 FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 19, THENCE NORTH 00 DEGREES 50 MINUTES 26 SECONDS WEST (BASIS OF BEARINGS - ILLINOIS STATE PLAT COORDINATES EAST ZONE (NAD83)) ALONG SAID WESTERN RIGHT OF WAY LINE OF S. AVENUE 0, SAID LINE BEING PARALLEL WITH AND 50 FEET WESTERLY OF THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 318.83 FEET; THENCE SOUTH 44 DEGREES 31 MINUTES 18 SECONDS WEST 58.37 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 02 SECONDS WEST 558.81 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONVEX TO THE NORTH; THENCE WESTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 417.50 FEET AND AN ARC DISTANCE OF 125.61 FEET TO ITS POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 81 DEGREES 28 MINUTES 13 SECONDS WEST 125.13 FEET; THENCE NORTH 72 DEGREES 51 MINUTES 28 SECONDS WEST 100.00 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONVEX TO THE SOUTH; THENCE WESTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 483.00 FEET AND AN ARC DISTANCE OF 108.53 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 79 DEGREES 19 MINUTES 08 SECONDS WEST 108.70 FEET; THENCE CONTINUING WESTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 483.00 FEET AND AN ARC DISTANCE OF 20.00 FEET TO A POINT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 88 DEGREES 57 MINUTES 56 SECONDS WEST 20.00 FEET; THENCE NORTH 02 DEGREES 05 MINUTES 20 SECONDS EAST 4.61 FEET; THENCE NORTH 72 DEGREES 10 MINUTES 11 SECONDS WEST 133.78 FEET; THENCE NORTH 17 DEGREES 48 MINUTES 49 SECONDS EAST 20.00 FEET; THENCE SOUTH 71 DEGREES 10 MINUTES 11 SECONDS EAST 148.82 FEET; THENCE SOUTH 02 DEGREES 02 MINUTES 20 SECONDS WEST 20.31 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, ABOVE DESCRIBED PARCEL CONTAINING 3,077 SQUARE FEET OR 0.071 ACRES, MORE OR LESS, TOTAL AREA DESCRIBED ON PLAT FOR CHICAGO DEPARTMENT OF WATER MANAGEMENT EASEMENT CONTAINING 4,847 SQUARE FEET OR 0.111 ACRES, MORE OR LESS.

CDOT#19-10-19-3887

*Handwritten signature/initials*

SHEET 3 OF 4

STATE OF \_\_\_\_\_ } 53  
 COUNTY OF \_\_\_\_\_ } 53

INDEXED/RECORDED

WE, JACOB & HEFFNER ASSOCIATES, A LIMITED LIABILITY COMPANY, HEREBY CERTIFY THAT WE ARE THE OWNER OF THE AREA SHOWN HEREON AS CHICAGO DEPARTMENT OF WATER MANAGEMENT EASEMENT, AS DESCRIBED AND BOUNDED ON THE ATTACHED PLAT, AND THAT WE HAVE CAUSED THE SAME TO BE CAUSED TO BE RECORDED ON ITS RECORD BY ITS DULY AUTHORIZED AGENT, THE REGISTRAR OF RECORDS, WHO HAS RECORDED THE SAME ON THIS DATE.

WE, \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.  
 MR. ANDREW Q. LEE, A MISSOURI LIMITED LIABILITY COMPANY  
 670 NORTH PULASKI  
 SUITE 100  
 RIVERSIDE, MO 64108

BY: \_\_\_\_\_  
 JAMES  
 FROM TO: \_\_\_\_\_

STATE OF \_\_\_\_\_ } 53  
 COUNTY OF \_\_\_\_\_ } 53  
 NOTARY PUBLIC

I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR THE COUNTY OF \_\_\_\_\_ AND  
 THE STATE OF \_\_\_\_\_ DO HEREBY CERTIFY THAT \_\_\_\_\_ PERSONALLY  
 KNOWN TO ME TO BE THE SAID PERSON(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE FOREGOING  
 INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND DELIVERED SAID INSTRUMENT AND (PERSONALLY  
 ACKNOWLEDGED THAT HE (SHE) SIGNED, SEALED AS HIS (HER) FREE AND VOLUNTARY ACT FOR THE USES  
 AND PURPOSES HEREON SET FORTH.  
 GIVEN UNDER MY HAND AND NOTARIAL SEAL  
 THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2020.

NOTARY PUBLIC \_\_\_\_\_ COMMISSION EXPIRES \_\_\_\_\_

**JACOB & HEFFNER ASSOCIATES**  
 1501 West Chicago Road, Suite 100, Bensenville, IL 60015  
 Tel: 630-231-1100 Fax: 630-231-1101

BOOK NO.	PAGE
DATE RECORDED	RECORDED BY
INDEXED BY	INDEXED BY
FILED BY	FILED BY
DATE	DATE
SCALE	SCALE
BY	BY

PLANS  
26-19-400-014  
26-30-201-011

TO THE CITY OF CHICAGO DEPARTMENT OF WATER MANAGEMENT IN PART OF THE SOUTHEAST QUARTER OF SECTION 19, AND PART OF THE NORTHEAST QUARTER OF SECTION 30, ALL IN TOWNSHIP 37 NORTH, RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS

EXHIBIT F  
**PLAT OF EASEMENT**

**LEGEND**

XXX.XX' MEASURED DIMENSION  
(XXX.XX) RECORD DIMENSION

TRAFFIC FLOW DIRECTION

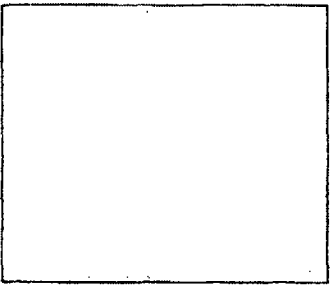
SECTION/QUARTER SECTION LINE

BOUNDARY LINE

EASEMENT LINE

TAX PARCEL (PIN) LINE

EASEMENT TO THE CITY OF CHICAGO DEPARTMENT OF WATER MANAGEMENT HEREBY GRANTED



CHICAGO DEPARTMENT OF TRANSPORTATION

- SURVEYOR'S NOTES**
- 1) BASIS OF BEARINGS IS ILLINOIS STATE PLANE
  - 2) COORDINATES EAST ZONE (NAD83)
  - 3) DATE OF COMPLETION OF FIELD WORK: DECEMBER 31, 2018
  - 4) NO DIMENSIONS SHOULD BE ASSUMED BY SCALE MEASUREMENTS UPON THE PLAT.

COOK COUNTY

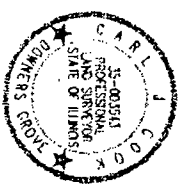
*[Signature]*  
CHICAGO DEPARTMENT OF FINANCE

**PREPARED FOR:**  
NORTHPOINT DEVELOPMENT  
3010 HIGHLAND PARKWAY, SUITE 440  
DUNNERS GROVE, IL 60515

**SEND TO:**  
DLA PIPER, LLP  
444 WEST LAKE STREET, SUITE 900  
CHICAGO, IL 60606-0089

CDOT#19-10-19-3887

SHEET 4 OF 4



CARL J. COOK  
JACOB & HENNER ASSOCIATES, INC.  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-003514  
MY LICENSE EXPIRES NOVEMBER 30, 2020

**JACOB & HENNER ASSOCIATES**

BOOK NO.	PAGE NO.
RECORD NO.	DATE RECORDED
FILE NO.	DATE RECORDED
INDEXED	INDEXED
FILED	FILED
DATE	DATE
BY	BY

STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) SS

**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT, AT THE REQUEST OF THE OWNERS, I HAVE PREPARED THIS PLAT FOR THE PURPOSE OF GRANTING EASEMENTS DIMENSIONS ARE GIVEN IN FEET AND DECIMALS OF A FOOT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. I HEREBY AUTHORIZE THE OWNER OR THEIR AGENT TO FILE THIS PLAT OF EASEMENT RELEASE WITH THE COOK COUNTY RECORDER'S OFFICE. GIVEN UNDER MY HAND AND SEAL THIS 15TH DAY OF APRIL, A.D. 2020

*[Signature]*

# **Exhibit G**

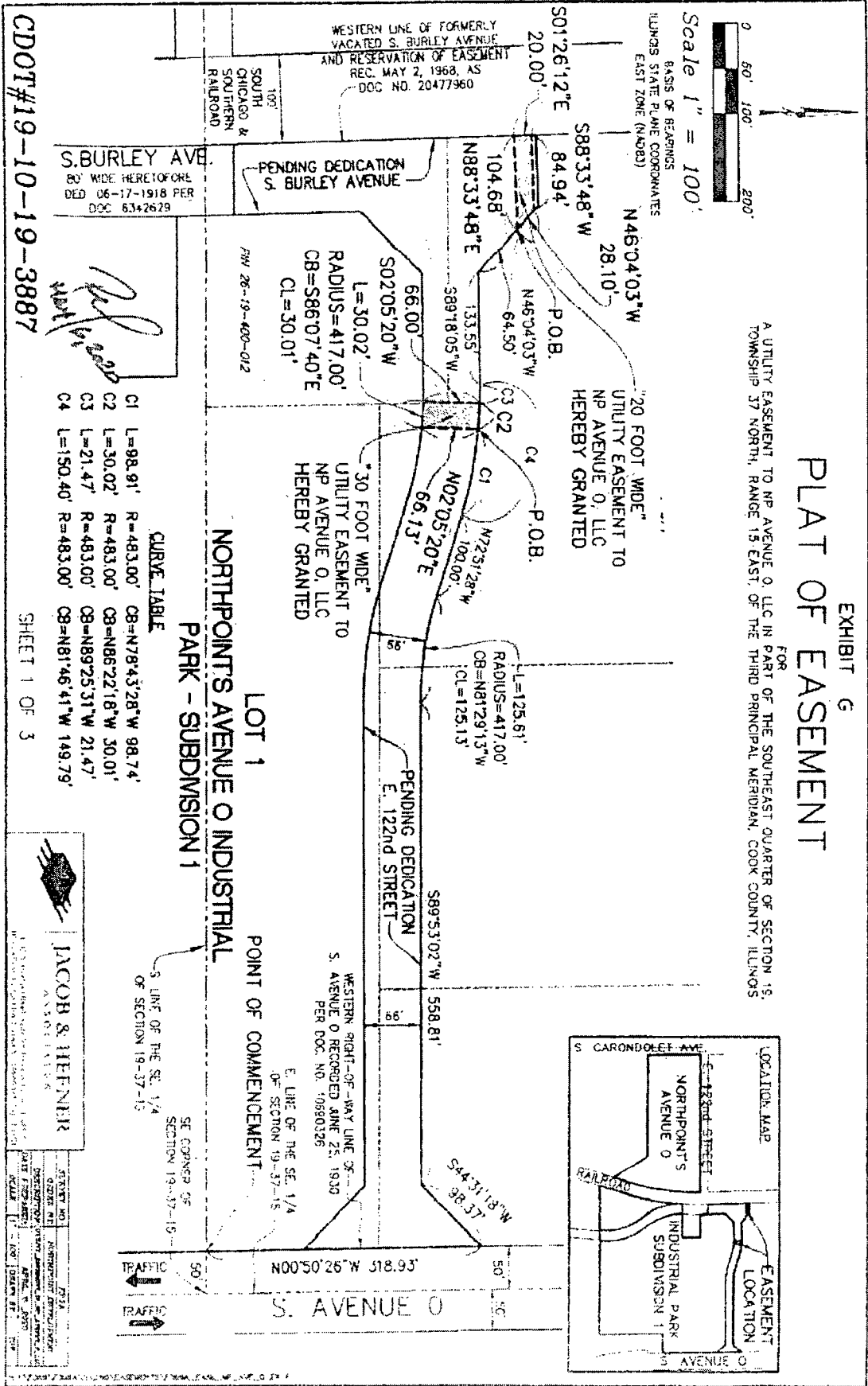
## **Developer Storm Sewer Easement Areas**

# EXHIBIT G PLAT OF EASEMENT

FOR  
A UTILITY EASEMENT TO NP AVENUE 0, LLC IN PART OF THE SOUTHEAST QUARTER OF SECTION 15,  
TOWNSHIP 37 NORTH, RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.



Scale 1" = 100'  
BASIS OF BEARINGS  
ILLINOIS STATE PLANE COORDINATES  
EAST ZONE (NAD83)



WESTERN LINE OF FORMERLY  
VACATED S. BURLEY AVENUE  
AND RESERVATION OF EASEMENT  
REC. MAY 2, 1988, AS  
DOC NO. 20477960

S. BURLEY AVE.  
80' WIDE HERETOFORE  
DED. 06-17-1918 PER  
DOC. 6342629

PENDING DEDICATION  
S. BURLEY AVENUE

FM 26-19-400-012

S02'05'20"W  
L=30.02'  
RADIUS=417.00'  
CB=S86'07'40"E  
CL=30.01'

"30 FOOT WIDE"  
UTILITY EASEMENT TO  
NP AVENUE 0, LLC  
HEREBY GRANTED

LOT 1  
NORTHPOINTS AVENUE 0 INDUSTRIAL  
PARK - SUBDIVISION 1

POINT OF COMMENCEMENT

WESTERN RIGHT-OF-WAY LINE OF  
S. AVENUE 0 RECORDED JUNE 25, 1930  
PER DOC. NO. 10880326

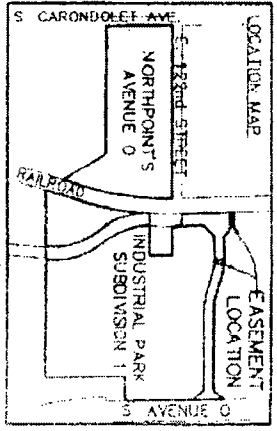
E. LINE OF THE SE 1/4  
OF SECTION 19-37-15

SE CORNER OF  
SECTION 19-37-15

S. LINE OF THE SE 1/4  
OF SECTION 19-37-15

CURVE TABLE

C1	L=98.91'	R=483.00'	CB=N78°43'28"W 98.74'
C2	L=30.02'	R=483.00'	CB=N86°22'18"W 30.01'
C3	L=21.47'	R=483.00'	CB=N89°25'31"W 21.47'
C4	L=150.40'	R=483.00'	CB=N81°46'41"W 149.79'



CDOT#19-10-19-3887

SHEET 1 OF 3

**JACOB & HEFFNER**  
ASSOCIATES

DATE	DESCRIPTION
APRIL 15, 2010	PREPARED FOR CDOT
MAY 10, 2010	REVISED PER CDOT COMMENTS
JULY 15, 2010	REVISED PER CDOT COMMENTS
SEP 15, 2010	REVISED PER CDOT COMMENTS
NOV 15, 2010	REVISED PER CDOT COMMENTS
FEB 15, 2011	REVISED PER CDOT COMMENTS
MAY 15, 2011	REVISED PER CDOT COMMENTS
AUG 15, 2011	REVISED PER CDOT COMMENTS
NOV 15, 2011	REVISED PER CDOT COMMENTS
FEB 15, 2012	REVISED PER CDOT COMMENTS
MAY 15, 2012	REVISED PER CDOT COMMENTS
AUG 15, 2012	REVISED PER CDOT COMMENTS
NOV 15, 2012	REVISED PER CDOT COMMENTS
FEB 15, 2013	REVISED PER CDOT COMMENTS
MAY 15, 2013	REVISED PER CDOT COMMENTS
AUG 15, 2013	REVISED PER CDOT COMMENTS
NOV 15, 2013	REVISED PER CDOT COMMENTS
FEB 15, 2014	REVISED PER CDOT COMMENTS
MAY 15, 2014	REVISED PER CDOT COMMENTS
AUG 15, 2014	REVISED PER CDOT COMMENTS
NOV 15, 2014	REVISED PER CDOT COMMENTS
FEB 15, 2015	REVISED PER CDOT COMMENTS
MAY 15, 2015	REVISED PER CDOT COMMENTS
AUG 15, 2015	REVISED PER CDOT COMMENTS
NOV 15, 2015	REVISED PER CDOT COMMENTS
FEB 15, 2016	REVISED PER CDOT COMMENTS
MAY 15, 2016	REVISED PER CDOT COMMENTS
AUG 15, 2016	REVISED PER CDOT COMMENTS
NOV 15, 2016	REVISED PER CDOT COMMENTS
FEB 15, 2017	REVISED PER CDOT COMMENTS
MAY 15, 2017	REVISED PER CDOT COMMENTS
AUG 15, 2017	REVISED PER CDOT COMMENTS
NOV 15, 2017	REVISED PER CDOT COMMENTS
FEB 15, 2018	REVISED PER CDOT COMMENTS
MAY 15, 2018	REVISED PER CDOT COMMENTS
AUG 15, 2018	REVISED PER CDOT COMMENTS
NOV 15, 2018	REVISED PER CDOT COMMENTS
FEB 15, 2019	REVISED PER CDOT COMMENTS
MAY 15, 2019	REVISED PER CDOT COMMENTS
AUG 15, 2019	REVISED PER CDOT COMMENTS
NOV 15, 2019	REVISED PER CDOT COMMENTS
FEB 15, 2020	REVISED PER CDOT COMMENTS
MAY 15, 2020	REVISED PER CDOT COMMENTS
AUG 15, 2020	REVISED PER CDOT COMMENTS
NOV 15, 2020	REVISED PER CDOT COMMENTS
FEB 15, 2021	REVISED PER CDOT COMMENTS
MAY 15, 2021	REVISED PER CDOT COMMENTS
AUG 15, 2021	REVISED PER CDOT COMMENTS
NOV 15, 2021	REVISED PER CDOT COMMENTS
FEB 15, 2022	REVISED PER CDOT COMMENTS
MAY 15, 2022	REVISED PER CDOT COMMENTS
AUG 15, 2022	REVISED PER CDOT COMMENTS
NOV 15, 2022	REVISED PER CDOT COMMENTS
FEB 15, 2023	REVISED PER CDOT COMMENTS
MAY 15, 2023	REVISED PER CDOT COMMENTS
AUG 15, 2023	REVISED PER CDOT COMMENTS
NOV 15, 2023	REVISED PER CDOT COMMENTS
FEB 15, 2024	REVISED PER CDOT COMMENTS
MAY 15, 2024	REVISED PER CDOT COMMENTS
AUG 15, 2024	REVISED PER CDOT COMMENTS
NOV 15, 2024	REVISED PER CDOT COMMENTS
FEB 15, 2025	REVISED PER CDOT COMMENTS
MAY 15, 2025	REVISED PER CDOT COMMENTS
AUG 15, 2025	REVISED PER CDOT COMMENTS
NOV 15, 2025	REVISED PER CDOT COMMENTS





## **Exhibit H**

# **Developer DWM Facility Work Schedule**

EXHIBIT II

DEVELOPER DWM FACILITY WORK SCHEDULE

Developer Work Milestones

Estimated Outside Date

Work Commencement

February 17, 2020

Work Completion

June 1, 2020

## **Exhibit I**

# **Form of Annual Developer Annual Operation and Maintenance Plan**

## EXHIBIT I – FORM OF ANNUAL DEVELOPER OPERATION AND MAINTENANCE PLAN

### Owner Operation and Maintenance (O&M) Practices for Detention Basin and BMP Facilities

1. O&M Plan procedures and practices shall be reviewed and assessed annually.
2. Access routes including roadways and sidewalks shall be inspected annually and maintained as needed.
3. Drainage structures and/or flow restrictors shall be inspected and cleaned semi-annually.
4. Volume control BMPs shall be inspected semi-annually and after significant rainfall events exceeding 1.5 inches.
5. The owner shall keep an updated log book documenting the performance of the required O&M activities for perpetuity. Log books shall be produced upon the request of a city inspector. The logbook shall note all inspection dates, facility components inspected and any maintenance performed and repairs made.
6. Vegetation shall be maintained on a regular basis.
7. Pest control measures shall be implemented to address insects and rodents.
8. Signage shall be installed and maintained where necessary to protect property and the public.
9. All maintenance practices shall also be in conformance to IEPA and other permitting agencies (MWRD, USACE, etc.).

### Maintenance Guidelines – Activity Schedule

#### As Needed:

- Remove sediment from basin

#### Monthly:

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

#### Quarterly:

- Inspect inlet pipe(s) and outlet control structure for clogging after every storm greater than one inch
- Remove trash and debris
- Remove invasive plants
- Fertilize, dethatch, and condition soil of grassed areas
- Inspect trees/shrubs to evaluate health
- Mow/trim detention basin vegetation

#### Once Per Year:

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

# EXHIBIT E

NP Avenue O, LLC  
4825 NW 41st Street Ste 500  
Kiveston, MO 64150

In support of my current application with the Chicago Department of Transportation's Public Way unit, for a dedication of my private property for new public way, I hereby state that I am the applicant or the company agent for the applicant company involved in the project, and that I have the authority to agree to the below terms of the dedication.

### PLEASE INITIAL AGREEMENT:

  *J*   I am aware that I am responsible for the construction of all public and private rights of way (streets, alleys, etc) described on the Plat of Subdivision/Dedication associated with unique CDOT FILE #19/30-10-19-3887

  *J*   I further understand that all rights of way (both public and private) must be built to standard City specifications as detailed in the most current version CDOT's Regulation for Operation, Construction, and Repair in the Public Way.

  *J*   Lastly, I understand that construction deposits will be required to assure that the work is done correctly. An inspection will be conducted by the City upon completion of the work. The City of Chicago reserves the right to require demolition and reinstallation of any facilities that are judged to be sub par or that do not adhere to the City's standards.

  *J*   Date:   2/2/19    
Printed Name:   Jared Nelson   Title:   Manager NPD Management  

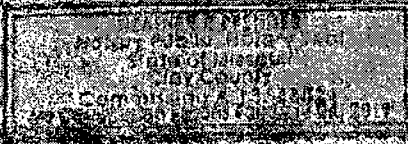
Organization:   NP Avenue O, LLC  

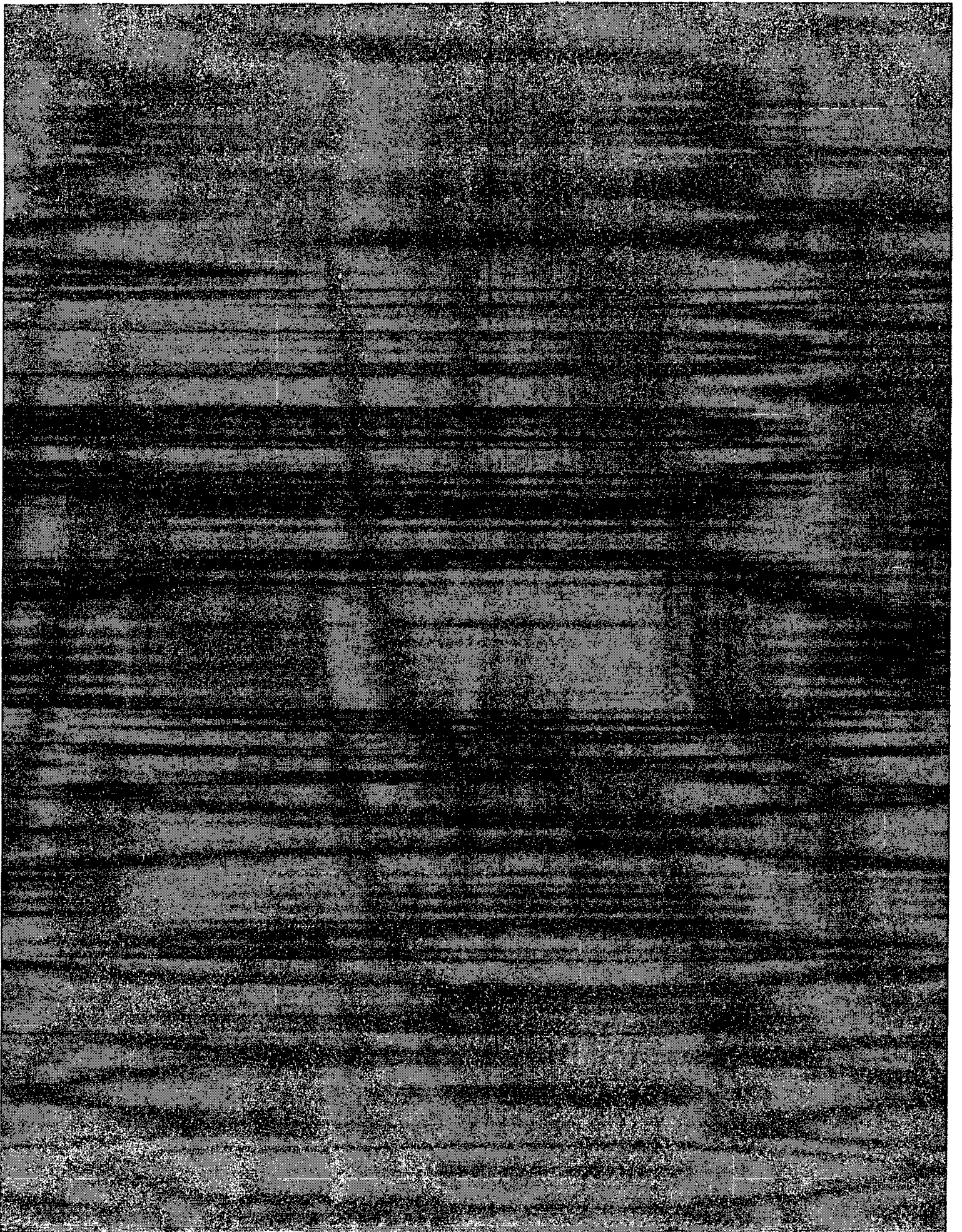
Address with Zip:   4825 NW 41st Street Ste 500, Kiveston, MO 64150  

Phone Fax:   (331) 421-5958  

Email:   jnelson@npaveo.com  

Scanned and verified by:   *J*    
Title:   City Clerk    
Date:   2/2/19  





#1 NP AVENUE O, LLC

**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT  
AND AFFIDAVIT**

**SECTION I -- GENERAL INFORMATION**

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

NP Avenue O, LLC

---

**Check ONE of the following three boxes:**

Indicate whether the Disclosing Party submitting this EDS is:

1.  the Applicant

OR

2.  a legal entity currently holding, or anticipated to hold within six months after City action on the contract, transaction or other undertaking to which this EDS pertains (referred to below as the "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the Applicant's legal name: \_\_\_\_\_

OR

3.  a legal entity with a direct or indirect right of control of the Applicant (see Section II(B)(1))  
State the legal name of the entity in which the Disclosing Party holds a right of control:  
\_\_\_\_\_

B. Business address of the Disclosing Party: 4825 NW 41st Street, Suite 500

Riverside, MO 64150

C. Telephone: (630) 258-5299 Fax: \_\_\_\_\_ Email: tgeorge@northpointkc.com

D. Name of contact person: Tom George

E. Federal Employer Identification No. (if you have one): \_\_\_\_\_

F. Brief description of the Matter to which this EDS pertains. (Include project number and location of property, if applicable):

Subdivision/dedication application for property generally located at 118th and Avenue O

G. Which City agency or department is requesting this EDS? CDOF

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # \_\_\_\_\_ and Contract # \_\_\_\_\_

**SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS**

**A. NATURE OF THE DISCLOSING PARTY**

1. Indicate the nature of the Disclosing Party:

- Person
- Publicly registered business corporation
- Privately held business corporation
- Sole proprietorship
- General partnership
- Limited partnership
- Trust
- Limited liability company
- Limited liability partnership
- Joint venture
- Not-for-profit corporation  
(Is the not-for-profit corporation also a 501(c)(3))?  
 Yes       No
- Other (please specify)

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Missouri

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

- Yes
- No
- Organized in Illinois

**B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:**

1. List below the full names and titles, if applicable, of: (i) all executive officers and all directors of the entity; (ii) **for not-for-profit corporations**, all members, if any, which are legal entities (if there are no such members, write "no members which are legal entities"); (iii) **for trusts, estates or other similar entities**, the trustee, executor, administrator, or similarly situated party; (iv) **for general or limited partnerships, limited liability companies, limited liability partnerships or joint ventures**, each general partner, managing member, manager or any other person or legal entity that directly or indirectly controls the day-to-day management of the Applicant.

**NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
NPD Management, LLC	Manager

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a



Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
DLA Piper LLP - retained	444 West Lake Street, Suite 900, Chicago, IL 60606	Attorney	\$20,000.00 (estimated)

Jacob & Hefner Associates, Inc. - retained	1333 Butterfield Rd. Suite 300, Downers Grove, IL 60515	Subcontractor	\$20,000.00 (estimated)
--	---	---------------	-------------------------

(Add sheets if necessary)

Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

## SECTION V -- CERTIFICATIONS

### A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

Yes     No     No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

Yes     No

### B. FURTHER CERTIFICATIONS

1. [This paragraph 1 applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity [see definition in (5) below] has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e., an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II(B)(1) of this EDS:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
  - b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
  - c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
  - d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
  - e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.
4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).
5. Certifications (5), (6) and (7) concern:
- the Disclosing Party;
  - any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
  - any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
  - any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this FDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").

10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such

contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

11. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

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None

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

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None

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13. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

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None

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## C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

is  is not

a "financial institution" as defined in MCC Section 2-32-455(b).

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in MCC Chapter 2-32. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in MCC Chapter 2-32. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in MCC Section 2-32-455(b)) is a predatory lender within the meaning of MCC Chapter 2-32, explain here (attach additional pages if necessary):

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

#### D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this Part D.

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes

No

NOTE: If you checked "Yes" to Item D(1), proceed to Items D(2) and D(3). If you checked "No" to Item D(1), skip Items D(2) and D(3) and proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

Yes

No

3. If you checked "Yes" to Item D(1), provide the names and business addresses of the City officials or employees having such financial interest and identify the nature of the financial interest:

Name	Business Address	Nature of Financial Interest
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4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all information required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

  x   1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

       2. The Disclosing Party verifies that, as a result of conducting the search in step (1) above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

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**SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS**

**NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.**

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995, as amended, who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

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(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995, as amended, have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A(1) above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee

of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A(1) and A(2) above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A(1) through A(4) above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

#### B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes                       No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes                       No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes                       No                       Reports not required

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes                       No

If you checked "No" to question (1) or (2) above, please provide an explanation:

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## SECTION VII -- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at [www.cityofchicago.org/Ethics](http://www.cityofchicago.org/Ethics), and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to MCC Chapter 1-23, Article I (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

**CERTIFICATION**

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and all applicable Appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and all applicable Appendices, are true, accurate and complete as of the date furnished to the City.

NP Avenue O, LLC  
By: NPD Management, LLC, its Manager

(Print or type exact legal name of Disclosing Party)

By: \_\_\_\_\_  
(Sign here)

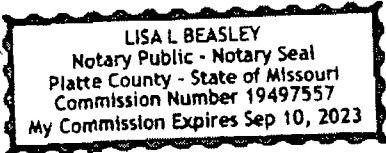
Nathaniel Hagedorn  
(Print or type name of person signing)

Manager  
(Print or type title of person signing)

Signed and sworn to before me on (date) February 25, 2020  
at Platte County, Missouri (state).

Lisa L. Beasley  
Notary Public

Commission expires: 9-10-23



(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Disclosing Party must complete a new EDS with correct or corrected information)

### RECERTIFICATION

Generally, for use with City Council matters. Not for City procurements unless requested.

This recertification is being submitted in connection with the subdivision and dedication for property generally located at 118th and Avenue O. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Disclosing Party, (2) warrants that all certifications and statements contained in the Disclosing Party's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

NP Avenue O, LLC  
(Print or type legal name of Disclosing Party)

Date: 5-29-20

By: NPD Management, LLC, its Manager

[Signature]  
(sign here)

Print or type name of signatory:

Nataniel Hayden

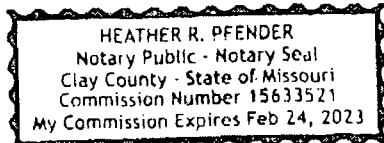
Title of signatory:

manager

Signed and sworn to before me on [date] May 29, 2020, by Heather R. Pfender, of PLATE County, MO [state].

[Signature] Notary Public.

Commission expires: 2-24-23



**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX A**

**FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS  
AND DEPARTMENT HEADS**

**This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.**

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

Yes

No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

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**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX B**

**BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION**

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes                       No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes                       No                       The Applicant is not publicly traded on any exchange.

3. If yes to (1) or (2) above, please identify below the name of each person or legal entity identified as a building code scofflaw or problem landlord and the address of each building or buildings to which the pertinent code violations apply.

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**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX C**

**PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION**

This Appendix is to be completed only by an Applicant that is completing this EDS as a “contractor” as defined in MCC Section 2-92-385. That section, which should be consulted ([www.amlegal.com](http://www.amlegal.com)), generally covers a party to any agreement pursuant to which they: (i) receive City of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

On behalf of an Applicant that is a contractor pursuant to MCC Section 2-92-385, I hereby certify that the Applicant is in compliance with MCC Section 2-92-385(b)(1) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants’ wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

Yes

No

N/A – I am not an Applicant that is a “contractor” as defined in MCC Section 2-92-385.

This certification shall serve as the affidavit required by MCC Section 2-92-385(c)(1).

If you checked “no” to the above, please explain.

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**SCHEDULE A**  
**SCHEDULE OF OWNERSHIP INTERESTS IN NP AVENUE O, LLC**

<b>Name</b>	<b>Business Address</b>	<b>Percentage Interest in Applicant</b>
NH35-FDC Chicago LLC	6600 France Avenue S., Ste. 550, Minneapolis, MN 55435	81.7979% Direct Interest
NP Partners 2018, LLC	4825 NW 41st Street, Suite 500 Riverside, MO 64150	12.1730% Direct Interest
Richard M. Schulze Revocable Trust u/a dated June 14, 2001	6600 France Avenue S., Ste. 550, Minneapolis, MN 55435	70.6733% Indirect Interest
Richard M. Schulze	6600 France Avenue S., Ste. 550, Minneapolis, MN 55435	70.6733% Indirect Interest

\*Remaining ownership interests held by entities or individuals holding less than 7.5%

#2 NP PARTNERS 2018, LLC

CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT  
AND AFFIDAVIT

**SECTION I -- GENERAL INFORMATION**

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

NP Partners 2018, LLC

**Check ONE of the following three boxes:**

Indicate whether the Disclosing Party submitting this EDS is:

1.  the Applicant  
OR

2.  a legal entity currently holding, or anticipated to hold within six months after City action on the contract, transaction or other undertaking to which this EDS pertains (referred to below as the "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the Applicant's legal name: NP Avenue O, LLC

OR

3.  a legal entity with a direct or indirect right of control of the Applicant (see Section II(B)(1)) State the legal name of the entity in which the Disclosing Party holds a right of control:

B. Business address of the Disclosing Party: 4825 NW 41st Street, Suite 500  
Riverside, MO 64150

C. Telephone: (630) 258-5299 Fax: \_\_\_\_\_ Email: tgeorge@northpointkc.com

D. Name of contact person: Tom George

E. Federal Employer Identification No. (if you have one): \_\_\_\_\_

F. Brief description of the Matter to which this EDS pertains. (Include project number and location of property, if applicable):

Subdivision/dedication application for property generally located at 118th and Avenue O

G. Which City agency or department is requesting this EDS? CDOT

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # \_\_\_\_\_ and Contract # \_\_\_\_\_

**SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS**

**A. NATURE OF THE DISCLOSING PARTY**

1. Indicate the nature of the Disclosing Party:

- Person
- Publicly registered business corporation
- Privately held business corporation
- Sole proprietorship
- General partnership
- Limited partnership
- Trust
- Limited liability company
- Limited liability partnership
- Joint venture
- Not-for-profit corporation  
(Is the not-for-profit corporation also a 501(c)(3))?  
 Yes       No
- Other (please specify)

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Missouri

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

- Yes
- No
- Organized in Illinois

**B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:**

1. List below the full names and titles, if applicable, of: (i) all executive officers and all directors of the entity; (ii) **for not-for-profit corporations**, all members, if any, which are legal entities (if there are no such members, write "no members which are legal entities"); (iii) **for trusts, estates or other similar entities**, the trustee, executor, administrator, or similarly situated party; (iv) **for general or limited partnerships, limited liability companies, limited liability partnerships or joint ventures**, each general partner, managing member, manager or any other person or legal entity that directly or indirectly controls the day-to-day management of the Applicant.

**NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
NPD Management, LLC	Manager

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a



Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) <b>NOTE:</b> "hourly rate" or "t.b.d." is not an acceptable response.
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(Add sheets if necessary)

Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

**SECTION V -- CERTIFICATIONS**

**A. COURT-ORDERED CHILD SUPPORT COMPLIANCE**

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

Yes     No     No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

Yes     No

**B. FURTHER CERTIFICATIONS**

1. [This paragraph 1 applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity [see definition in (5) below] has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e., an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue

3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II(B)(1) of this EDS:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
  - b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
  - c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
  - d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
  - e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.
4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).
5. Certifications (5), (6) and (7) concern:
- the Disclosing Party;
  - any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
  - any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
  - any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").

10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such

contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

11. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

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None

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

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None

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13. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

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None

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### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

is  is not

a "financial institution" as defined in MCC Section 2-32-455(b).

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in MCC Chapter 2-32. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in MCC Chapter 2-32. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in MCC Section 2-32-455(b)) is a predatory lender within the meaning of MCC Chapter 2-32, explain here (attach additional pages if necessary):

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

**D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS**

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this Part D.

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes                       No

NOTE: If you checked "Yes" to Item D(1), proceed to Items D(2) and D(3). If you checked "No" to Item D(1), skip Items D(2) and D(3) and proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

Yes                       No

3. If you checked "Yes" to Item D(1), provide the names and business addresses of the City officials or employees having such financial interest and identify the nature of the financial interest:

Name	Business Address	Nature of Financial Interest
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4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all information required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

  x   1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

       2. The Disclosing Party verifies that, as a result of conducting the search in step (1) above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

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**SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS**

**NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII.** For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995, as amended, who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

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(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995, as amended, have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A(1) above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee

of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A(1) and A(2) above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A(1) through A(4) above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

#### B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes                       No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes                       No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes                       No                       Reports not required

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes                       No

If you checked "No" to question (1) or (2) above, please provide an explanation:

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## SECTION VII -- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at [www.cityofchicago.org/Ethics](http://www.cityofchicago.org/Ethics), and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.
- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to MCC Chapter 1-23, Article I (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

**CERTIFICATION**

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and all applicable Appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and all applicable Appendices, are true, accurate and complete as of the date furnished to the City.

NP Partners 2018, LLC

By: NPD Management, LLC, its Manager

(Print or type exact legal name of Disclosing Party)

By: \_\_\_\_\_  
(Sign here) *[Signature]*

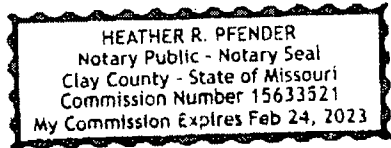
Nathanill Hagdorn  
(Print or type name of person signing)

manager  
(Print or type title of person signing)

Signed and sworn to before me on (date) Feb 23, 2020  
at Platte County, Missouri (state).

Heather R. Pfender  
Notary Public

Commission expires: 2-24-23



(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Disclosing Party must complete a new EDS with correct or corrected information)

**RECERTIFICATION**

Generally, for use with City Council matters. Not for City procurements unless requested.

This recertification is being submitted in connection with the subdivision and dedication for property generally located at 118th and Avenue O. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Disclosing Party, (2) warrants that all certifications and statements contained in the Disclosing Party's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

NP.Partners 2018, LLC  
(Print or type legal name of Disclosing Party)

Date: 5-19-20

By: NPD Management, LLC, its Manager

[Signature]  
(sign here)

Print or type name of signatory:

Nathaniel Hayden

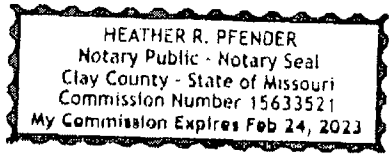
Title of signatory:

manager

Signed and sworn to before me on [date], May 29, 2020, by Heather R. Pfender, at Platte County, MO [state].

[Signature] Notary Public.

Commission expires: 2-24-23



**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX A**

**FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS  
AND DEPARTMENT HEADS**

**This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.**

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

Yes

No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

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**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX B**

**BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION**

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes                       No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes                       No                       The Applicant is not publicly traded on any exchange.

3. If yes to (1) or (2) above, please identify below the name of each person or legal entity identified as a building code scofflaw or problem landlord and the address of each building or buildings to which the pertinent code violations apply.

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**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX C**

**PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION**

This Appendix is to be completed only by an Applicant that is completing this EDS as a “contractor” as defined in MCC Section 2-92-385. That section, which should be consulted ([www.amlegal.com](http://www.amlegal.com)), generally covers a party to any agreement pursuant to which they: (i) receive City of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

On behalf of an Applicant that is a contractor pursuant to MCC Section 2-92-385, I hereby certify that the Applicant is in compliance with MCC Section 2-92-385(b)(1) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants’ wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

Yes

No

N/A – I am not an Applicant that is a “contractor” as defined in MCC Section 2-92-385.

This certification shall serve as the affidavit required by MCC Section 2-92-385(c)(1).

If you checked “no” to the above, please explain.

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**SCHEDULE A**  
**SCHEDULE OF OWNERSHIP INTERESTS IN NP AVENUE O, LLC**

<b>Name</b>	<b>Business Address</b>	<b>Percentage Interest in Applicant</b>
NH35-FDC Chicago LLC	6600 France Avenue S., Ste. 550, Minneapolis, MN 55435	81.7979% Direct Interest
NP Partners 2018, LLC	4825 NW 41st Street, Suite 500 Riverside, MO 64150	12.1730% Direct Interest
Richard M. Schulze Revocable Trust u/a dated June 14, 2001	6600 France Avenue S., Ste. 550, Minneapolis, MN 55435	70.6733% Indirect Interest
Richard M. Schulze	6600 France Avenue S., Ste. 550, Minneapolis, MN 55435	70.6733% Indirect Interest

\*Remaining ownership interests held by entities or individuals holding less than 7.5%

#3 NPD MANAGEMENT, LLC

CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT  
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

NPD Management, LLC

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1.  the Applicant  
OR

2.  a legal entity currently holding, or anticipated to hold within six months after City action on the contract, transaction or other undertaking to which this EDS pertains (referred to below as the "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the Applicant's legal name:

OR

3.  a legal entity with a direct or indirect right of control of the Applicant (see Section II(B)(1)) State the legal name of the entity in which the Disclosing Party holds a right of control:

NP Avenue O, LLC

B. Business address of the Disclosing Party: 4825 NW 41st Street, Suite 500

Riverside, MO 64150

C. Telephone: (630) 258-5299 Fax: Email: tgeorge@northpointkc.com

D. Name of contact person: Tom George

E. Federal Employer Identification No. (if you have one):

F. Brief description of the Matter to which this EDS pertains. (Include project number and location of property, if applicable):

Subdivision/dedication application for property generally located at 118th and Avenue O

G. Which City agency or department is requesting this EDS? <sup>CDOT</sup>

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # and Contract #

**SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS**

**A. NATURE OF THE DISCLOSING PARTY**

1. Indicate the nature of the Disclosing Party:

- Person
  - Publicly registered business corporation
  - Privately held business corporation
  - Sole proprietorship
  - General partnership
  - Limited partnership
  - Trust
  - Limited liability company
  - Limited liability partnership
  - Joint venture
  - Not-for-profit corporation
- (Is the not-for-profit corporation also a 501(c)(3))?  
 Yes       No  
 Other (please specify)

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Missouri

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

- Yes
- No
- Organized in Illinois

**B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:**

1. List below the full names and titles, if applicable, of: (i) all executive officers and all directors of the entity; (ii) **for not-for-profit corporations**, all members, if any, which are legal entities (if there are no such members, write "no members which are legal entities"); (iii) **for trusts, estates or other similar entities**, the trustee, executor, administrator, or similarly situated party; (iv) **for general or limited partnerships, limited liability companies, limited liability partnerships or joint ventures**, each general partner, managing member, manager or any other person or legal entity that directly or indirectly controls the day-to-day management of the Applicant.

**NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
Nathaniel Hagedorn	Manager
Chad Meyer	Manager

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a

limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

**NOTE:** Each legal entity listed below may be required to submit an EDS on its own behalf.

Name	Business Address	Percentage Interest in the Applicant
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Please see attached Schedule A.

**SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS**

Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS?  Yes  No

Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS?  Yes  No

If "yes" to either of the above, please identify below the name(s) of such City elected official(s) and describe such income or compensation:

Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago ("MCC")) in the Disclosing Party?

Yes  No

If "yes," please identify below the name(s) of such City elected official(s) and/or spouse(s)/domestic partner(s) and describe the financial interest(s).

**SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES**

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll. If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees ( <u>indicate whether paid or estimated.</u> ) <b>NOTE:</b> "hourly rate" or "t.b.d." is not an acceptable response.
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(Add sheets if necessary)

Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

**SECTION V -- CERTIFICATIONS**

**A. COURT-ORDERED CHILD SUPPORT COMPLIANCE**

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

Yes     No     No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

Yes     No

**B. FURTHER CERTIFICATIONS**

1. [This paragraph 1 applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity [see definition in (5) below] has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e., an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II(B)(1) of this EDS:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
  - b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
  - c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
  - d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
  - e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.
4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).
5. Certifications (5), (6) and (7) concern:
- the Disclosing Party;
  - any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
  - any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
  - any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").

10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such

contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

11. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

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None

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

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None

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13. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

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None

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### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

is  is not

a "financial institution" as defined in MCC Section 2-32-455(b).

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in MCC Chapter 2-32. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in MCC Chapter 2-32. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."



E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all information required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

2. The Disclosing Party verifies that, as a result of conducting the search in step (1) above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

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SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

**NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.**

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995, as amended, who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

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(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995, as amended, have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A(1) above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee

of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A(1) and A(2) above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A(1) through A(4) above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

#### B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes                       No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes                       No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes                       No                       Reports not required

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes                       No

If you checked "No" to question (1) or (2) above, please provide an explanation:

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## SECTION VII -- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at [www.cityofchicago.org/Ethics](http://www.cityofchicago.org/Ethics), and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to MCC Chapter 1-23, Article I (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

**CERTIFICATION**

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and all applicable Appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and all applicable Appendices, are true, accurate and complete as of the date furnished to the City.

NPD Management, LLC  
(Print or type exact legal name of Disclosing Party)

By: \_\_\_\_\_  
(Sign here) *J*

Nathaniel Hagedorn  
(Print or type name of person signing)

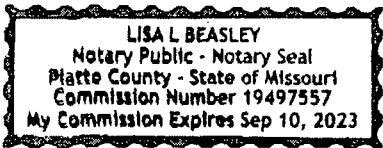
Manager  
(Print or type title of person signing)

Signed and sworn to before me on (date) February 25, 2020

at Platte County, Missouri (state).

Lisa Beasley  
Notary Public

Commission expires: 9-10-23



(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Disclosing Party must complete a new EDS with correct or corrected information)

**RECERTIFICATION**

Generally, for use with City Council matters. Not for City procurements unless requested.

This recertification is being submitted in connection with the subdivision and dedication for property generally located at 118th and Avenue O. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Disclosing Party, (2) warrants that all certifications and statements contained in the Disclosing Party's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

NPD Management, LLC  
(Print or type legal name of Disclosing Party)

Date: 5-29-20

By:

[Signature]  
(sign here)

Print or type name of signatory:

Nathaniel Hagedorn

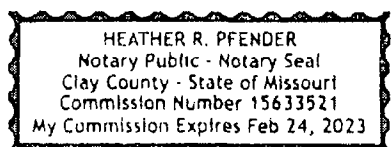
Title of signatory:

manager

Signed and sworn to before me on [date] May 29, 2020, by Heather R. Pfender, at Platte County, MO [state].

[Signature] Notary Public.

Commission expires: 7-24-23



**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX A**

**FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS  
AND DEPARTMENT HEADS**

**This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.**

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

Yes

No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

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**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX B**

**BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION**

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes                       No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes                       No                       The Applicant is not publicly traded on any exchange.

3. If yes to (1) or (2) above, please identify below the name of each person or legal entity identified as a building code scofflaw or problem landlord and the address of each building or buildings to which the pertinent code violations apply.

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**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX C**

**PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION**

This Appendix is to be completed only by an Applicant that is completing this EDS as a “contractor” as defined in MCC Section 2-92-385. That section, which should be consulted ([www.amlegal.com](http://www.amlegal.com)), generally covers a party to any agreement pursuant to which they: (i) receive City of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

On behalf of an Applicant that is a contractor pursuant to MCC Section 2-92-385, I hereby certify that the Applicant is in compliance with MCC Section 2-92-385(b)(1) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants’ wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

Yes

No

N/A I am not an Applicant that is a “contractor” as defined in MCC Section 2-92-385.

This certification shall serve as the affidavit required by MCC Section 2-92-385(c)(1).

If you checked “no” to the above, please explain.

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**SCHEDULE A**  
**SCHEDULE OF OWNERSHIP INTERESTS IN NP AVENUE O, LLC**

<b>Name</b>	<b>Business Address</b>	<b>Percentage Interest in Applicant</b>
NH35-FDC Chicago LLC	6600 France Avenue S., Ste. 550, Minneapolis, MN 55435	81.7979% Direct Interest
NP Partners 2018, LLC	4825 NW 41st Street, Suite 500 Riverside, MO 64150	12.1730% Direct Interest
Richard M. Schulze Revocable Trust u/a dated June 14, 2001	6600 France Avenue S., Ste. 550, Minneapolis, MN 55435	70.6733% Indirect Interest
Richard M. Schulze	6600 France Avenue S., Ste. 550, Minneapolis, MN 55435	70.6733% Indirect Interest

\*Remaining ownership interests held by entities or individuals holding less than 7.5%

#4 NH35-FDC CHICAGO LLC

CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT  
AND AFFIDAVIT

**SECTION I -- GENERAL INFORMATION**

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

NH35-FDC Chicago LLC

**Check ONE of the following three boxes:**

Indicate whether the Disclosing Party submitting this EDS is:

1.  the Applicant  
OR

2.  a legal entity currently holding, or anticipated to hold within six months after City action on the contract, transaction or other undertaking to which this EDS pertains (referred to below as the "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the Applicant's legal name: NP Avenue O, LLC  
OR

3.  a legal entity with a direct or indirect right of control of the Applicant (see Section II(B)(1))  
State the legal name of the entity in which the Disclosing Party holds a right of control:

B. Business address of the Disclosing Party: 6600 France Avenue S., Ste. 550,  
Minneapolis, MN 55435

C. Telephone: 952-324-8905 Fax: 952-324-8999 Email: kevinb@olympusventures.com

D. Name of contact person: Kevin S. Bergman

E. Federal Employer Identification No. (if you have one): \_\_\_\_\_

F. Brief description of the Matter to which this EDS pertains. (Include project number and location of property, if applicable):

Subdivision/dedication application for property generally located at 118th and Avenue O

G. Which City agency or department is requesting this EDS? CDOT

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # \_\_\_\_\_ and Contract # \_\_\_\_\_

**SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS**

**A. NATURE OF THE DISCLOSING PARTY**

1. Indicate the nature of the Disclosing Party:

- Person
- Limited liability company
- Publicly registered business corporation
- Limited liability partnership
- Privately held business corporation
- Joint venture
- Sole proprietorship
- Not-for-profit corporation
- General partnership
- (Is the not-for-profit corporation also a 501(c)(3))?
- Limited partnership
- Yes       No
- Trust
- Other (please specify)

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Delaware

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

- Yes
- No
- Organized in Illinois

**B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:**

1. List below the full names and titles, if applicable, of: (i) all executive officers and all directors of the entity; (ii) **for not-for-profit corporations**, all members, if any, which are legal entities (if there are no such members, write "no members which are legal entities"); (iii) **for trusts, estates or other similar entities**, the trustee, executor, administrator, or similarly situated party; (iv) **for general or limited partnerships, limited liability companies, limited liability partnerships or joint ventures**, each general partner, managing member, manager or any other person or legal entity that directly or indirectly controls the day-to-day management of the Applicant.

**NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
The Richard M. Schulze Revocable Trust u/a dated June 14, 2001	Manager
Richard M. Schulze	President
Kevin S. Bergman	Vice President and Secretary
Joseph S. Langel	Vice President and Treasurer

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a



Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) <b>NOTE:</b> "hourly rate" or "t.b.d." is not an acceptable response.
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(Add sheets if necessary)

Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

**SECTION V -- CERTIFICATIONS**

**A. COURT-ORDERED CHILD SUPPORT COMPLIANCE**

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

Yes     No     No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

Yes     No

**B. FURTHER CERTIFICATIONS**

1. [This paragraph 1 applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity [see definition in (5) below] has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e., an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II(B)(1) of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).

5. Certifications (5), (6) and (7) concern:

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").

10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such

contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

11. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

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None

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

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None

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13. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

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None

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### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)  
[ ] is [x] is not

a "financial institution" as defined in MCC Section 2-32-455(b).

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in MCC Chapter 2-32. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in MCC Chapter 2-32. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in MCC Section 2-32-455(b)) is a predatory lender within the meaning of MCC Chapter 2-32, explain here (attach additional pages if necessary):

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

**D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS**

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this Part D.

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes                       No

NOTE: If you checked "Yes" to Item D(1), proceed to Items D(2) and D(3). If you checked "No" to Item D(1), skip Items D(2) and D(3) and proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

Yes                       No

3. If you checked "Yes" to Item D(1), provide the names and business addresses of the City officials or employees having such financial interest and identify the nature of the financial interest:

Name	Business Address	Nature of Financial Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all information required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

  x   1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

       2. The Disclosing Party verifies that, as a result of conducting the search in step (1) above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

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**SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS**

**NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII.** For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995, as amended, who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

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(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995, as amended, have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A(1) above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee

of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A(1) and A(2) above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A(1) through A(4) above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

## B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes                       No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes                       No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes                       No                       Reports not required

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes                       No

If you checked "No" to question (1) or (2) above, please provide an explanation:

.....  
.....

## SECTION VII -- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at [www.cityofchicago.org/Ethics](http://www.cityofchicago.org/Ethics), and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to MCC Chapter 1-23, Article I (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

**CERTIFICATION**

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and all applicable Appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and all applicable Appendices, are true, accurate and complete as of the date furnished to the City.

NH35-FDC Chicago, LLC

(Print or type exact legal name of Disclosing Party)

By: KS Bergman  
(Sign here)

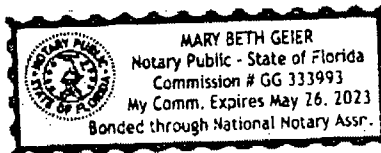
Kevin S Bergman  
(Print or type name of person signing)  
VP

(Print or type title of person signing)

Signed and sworn to before me on (date) March 2, 2020,

at Collier County, FL (state).

Mary Beth Geier  
Notary Public



Commission expires: May 26, 2023

**CERTIFICATION**

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and all applicable Appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and all applicable Appendices, are true, accurate and complete as of the date furnished to the City.

NH35-FDC Chicago, LLC

(Print or type exact legal name of Disclosing Party)

By: KS Bergman  
(Sign here)

Kevin S Bergman  
(Print or type name of person signing)  
VP

\_\_\_\_\_  
(Print or type title of person signing)

Signed and sworn to before me on (date) \_\_\_\_\_,

at \_\_\_\_\_ County, \_\_\_\_\_ (state).

\_\_\_\_\_  
Notary Public

Commission expires: \_\_\_\_\_

**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX A**

**FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS  
AND DEPARTMENT HEADS**

**This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.**

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

Yes

No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

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**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX B**

**BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION**

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes                       No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes                       No                       The Applicant is not publicly traded on any exchange.

3. If yes to (1) or (2) above, please identify below the name of each person or legal entity identified as a building code scofflaw or problem landlord and the address of each building or buildings to which the pertinent code violations apply.

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**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX C**

**PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION**

This Appendix is to be completed only by an Applicant that is completing this EDS as a “contractor” as defined in MCC Section 2-92-385. That section, which should be consulted ([www.amlegal.com](http://www.amlegal.com)), generally covers a party to any agreement pursuant to which they: (i) receive City of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

On behalf of an Applicant that is a contractor pursuant to MCC Section 2-92-385, I hereby certify that the Applicant is in compliance with MCC Section 2-92-385(b)(1) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants’ wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

Yes

No

N/A – I am not an Applicant that is a “contractor” as defined in MCC Section 2-92-385.

This certification shall serve as the affidavit required by MCC Section 2-92-385(c)(1).

If you checked “no” to the above, please explain.

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**SCHEDULE A**  
**SCHEDULE OF OWNERSHIP INTERESTS IN NP AVENUE O, LLC**

<b>Name</b>	<b>Business Address</b>	<b>Percentage Interest in Applicant</b>
NH35-FDC Chicago LLC	6600 France Avenue S., Ste. 550, Minneapolis, MN 55435	81.7979% Direct Interest
NP Partners 2018, LLC	4825 NW 41st Street, Suite 500 Riverside, MO 64150	12.1730% Direct Interest
Richard M. Schulze Revocable Trust u/a dated June 14, 2001	6600 France Avenue S., Ste. 550, Minneapolis, MN 55435	70.6733% Indirect Interest
Richard M. Schulze	6600 France Avenue S., Ste. 550, Minneapolis, MN 55435	70.6733% Indirect Interest

\*Remaining ownership interests held by entities or individuals holding less than 7.5%

#5 RICHARD M. SCHULZE  
REVOCABLE TRUST U/A DATED  
JUNE 14, 2001, AS AMENDED

**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT  
AND AFFIDAVIT**

**SECTION I -- GENERAL INFORMATION**

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Richard M. Schulze Revocable Trust u/a dated June 14, 2001, as amended

**Check ONE of the following three boxes:**

Indicate whether the Disclosing Party submitting this EDS is:

1.  the Applicant  
OR

2.  a legal entity currently holding, or anticipated to hold within six months after City action on the contract, transaction or other undertaking to which this EDS pertains (referred to below as the "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the Applicant's legal name: NP Avenue O LLC

OR

3.  a legal entity with a direct or indirect right of control of the Applicant (see Section II(B)(1))  
State the legal name of the entity in which the Disclosing Party holds a right of control:

B. Business address of the Disclosing Party: 6600 France Avenue S., Ste. 550,  
Minneapolis, MN 55435

C. Telephone: 952-324-8900 Fax: 952-324-8999 Email: kevinb@olympusventures.com

D. Name of contact person: Richard M. Schulze

E. Federal Employer Identification No. (if you have one): \_\_\_\_\_

F. Brief description of the Matter to which this EDS pertains. (Include project number and location of property, if applicable):

Subdivision/dedication application for property generally located at 118th and Avenue O

G. Which City agency or department is requesting this EDS? CDOT

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # \_\_\_\_\_ and Contract # \_\_\_\_\_

**SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS**

**A. NATURE OF THE DISCLOSING PARTY**

1. Indicate the nature of the Disclosing Party:

- Person
- Publicly registered business corporation
- Privately held business corporation
- Sole proprietorship
- General partnership
- Limited partnership
- Trust
- Limited liability company
- Limited liability partnership
- Joint venture
- Not-for-profit corporation
- (Is the not-for-profit corporation also a 501(c)(3))?  
 Yes       No
- Other (please specify)

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Florida

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

- Yes
- No
- Organized in Illinois

**B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:**

1. List below the full names and titles, if applicable, of: (i) all executive officers and all directors of the entity; (ii) **for not-for-profit corporations**, all members, if any, which are legal entities (if there are no such members, write "no members which are legal entities"); (iii) **for trusts, estates or other similar entities**, the trustee, executor, administrator, or similarly situated party; (iv) **for general or limited partnerships, limited liability companies, limited liability partnerships or joint ventures**, each general partner, managing member, manager or any other person or legal entity that directly or indirectly controls the day-to-day management of the Applicant.

**NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
Richard M. Schulze	Trustee
Elliot S. Kaplan	Trustee

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a

limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

**NOTE:** Each legal entity listed below may be required to submit an EDS on its own behalf.

Name	Business Address	Percentage Interest in the Applicant
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Please see attached Schedule A.

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### **SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS**

Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS?  Yes  No

Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS?  Yes  No

If "yes" to either of the above, please identify below the name(s) of such City elected official(s) and describe such income or compensation:

---

Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago ("MCC")) in the Disclosing Party?

Yes  No

If "yes," please identify below the name(s) of such City elected official(s) and/or spouse(s)/domestic partner(s) and describe the financial interest(s).

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### **SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES**

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll. If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) <b>NOTE:</b> "hourly rate" or "t.b.d." is not an acceptable response.
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(Add sheets if necessary)

Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

**SECTION V -- CERTIFICATIONS**

**A. COURT-ORDERED CHILD SUPPORT COMPLIANCE**

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

Yes     No     No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

Yes     No

**B. FURTHER CERTIFICATIONS**

1. [This paragraph 1 applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity [see definition in (5) below] has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e., an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II(B)(1) of this EDS:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
  - b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
  - c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
  - d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
  - e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.
4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).
5. Certifications (5), (6) and (7) concern:
- the Disclosing Party;
  - any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
  - any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
  - any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;

b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or

d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").

10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such

contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

11. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

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None

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

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None

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13. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

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None

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### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)  
[ ] is [x] is not

a "financial institution" as defined in MCC Section 2-32-455(b).

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in MCC Chapter 2-32. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in MCC Chapter 2-32. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in MCC Section 2-32-455(b)) is a predatory lender within the meaning of MCC Chapter 2-32, explain here (attach additional pages if necessary):

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

**D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS**

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this Part D.

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes                       No

NOTE: If you checked "Yes" to Item D(1), proceed to Items D(2) and D(3). If you checked "No" to Item D(1), skip Items D(2) and D(3) and proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

Yes                       No

3. If you checked "Yes" to Item D(1), provide the names and business addresses of the City officials or employees having such financial interest and identify the nature of the financial interest:

Name	Business Address	Nature of Financial Interest
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4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all information required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

  x   1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

       2. The Disclosing Party verifies that, as a result of conducting the search in step (1) above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

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**SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS**

**NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII.** For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995, as amended, who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

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(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995, as amended, have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A(1) above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee

of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A(1) and A(2) above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A(1) through A(4) above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

#### B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes                       No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes                       No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes                       No                       Reports not required

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes                       No

If you checked "No" to question (1) or (2) above, please provide an explanation:

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## SECTION VII -- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at [www.cityofchicago.org/Ethics](http://www.cityofchicago.org/Ethics), and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.
- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to MCC Chapter 1-23, Article 1 (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

received 6/1/20

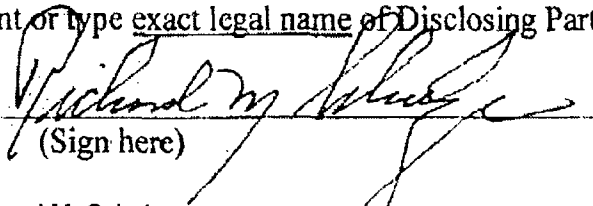
**CERTIFICATION**

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and all applicable Appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and all applicable Appendices, are true, accurate and complete as of the date furnished to the City.

Richard M. Schulze Revocable Trust u/a dated June 14, 2001, as amended

(Print or type exact legal name of Disclosing Party)

By:

  
(Sign here)

Richard M. Schulze

(Print or type name of person signing)

Trustee

(Print or type title of person signing)

Signed and sworn to before me on (date) \_\_\_\_\_,

at \_\_\_\_\_ County, \_\_\_\_\_ (state).

\_\_\_\_\_  
Notary Public

Commission expires: \_\_\_\_\_

**CERTIFICATION**

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and all applicable Appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and all applicable Appendices, are true, accurate and complete as of the date furnished to the City.

Richard M. Schulze Revocable Trust u/a dated June 14, 2001, as amended  
(Print or type exact legal name of Disclosing Party)

By: *Richard M. Schulze*  
(Sign here)

Richard M. Schulze  
(Print or type name of person signing)

Trustee  
(Print or type title of person signing)

Signed and sworn to before me on (date) March 2, 2020,

at Collier County, FL (state).

*Mary Beth Geier*  
Notary Public



Commission expires: May 26, 2023

**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX A**

**FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS  
AND DEPARTMENT HEADS**

**This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.**

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

Yes

No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

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**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX B**

**BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION**

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes                       No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes                       No                       The Applicant is not publicly traded on any exchange.

3. If yes to (1) or (2) above, please identify below the name of each person or legal entity identified as a building code scofflaw or problem landlord and the address of each building or buildings to which the pertinent code violations apply.

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**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX C**

**PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION**

This Appendix is to be completed only by an Applicant that is completing this EDS as a “contractor” as defined in MCC Section 2-92-385. That section, which should be consulted ([www.amlegal.com](http://www.amlegal.com)), generally covers a party to any agreement pursuant to which they: (i) receive City of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

On behalf of an Applicant that is a contractor pursuant to MCC Section 2-92-385, I hereby certify that the Applicant is in compliance with MCC Section 2-92-385(b)(1) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants’ wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

Yes

No

N/A – I am not an Applicant that is a “contractor” as defined in MCC Section 2-92-385.

This certification shall serve as the affidavit required by MCC Section 2-92-385(c)(1).

If you checked “no” to the above, please explain.

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**SCHEDULE A**  
**SCHEDULE OF OWNERSHIP INTERESTS IN NP AVENUE O, LLC**

<b>Name</b>	<b>Business Address</b>	<b>Percentage Interest in Applicant</b>
NH35-FDC Chicago LLC	6600 France Avenue S., Ste. 550, Minneapolis, MN 55435	81.7979% Direct Interest
NP Partners 2018, LLC	4825 NW 41st Street, Suite 500 Riverside, MO 64150	12.1730% Direct Interest
Richard M. Schulze Revocable Trust u/a dated June 14, 2001	6600 France Avenue S., Ste. 550, Minneapolis, MN 55435	70.6733% Indirect Interest
Richard M. Schulze	6600 France Avenue S., Ste. 550, Minneapolis, MN 55435	70.6733% Indirect Interest

\*Remaining ownership interests held by entities or individuals holding less than 7.5%