City of Chicago

SO2022-2921

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	9/21/2022
Sponsor(s):	Hopkins (2)
Type:	Ordinance
Title:	Vacation of public way(s) in area bounded by N Elston Ave, W Dickens Ave, N Southport Ave and W Willow St
Committee(s) Assignment:	Committee on Transportation and Public Way

SUBSTITUTE
COMMERCIAL VACATION ORDINANCE

WHEREAS, the City of Chicago ("City") is a home rule unit of local government pursuant to Article VII, Section 6 (a), of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Alloy Property Company, LLC, a Delaware limited liability company, owns certain parcels generally bounded by W. Dickens Avenue, N. Kingsbury Street, and the North Branch of the Chicago River (approximately W. Cortland Street), and having the addresses of 1441-1463 W. Cortland Street, 1501-1511 W. Cortland Street, 1515-1525 W. Cortland Street, 2044-2048 N. Southport Avenue, 1425-1443 W. Dickens Avenue, 1400- 1410 W. McLean Avenue, 1414-1430 W. McLean Avenue, 1401-1443 W. McLean Avenue, 2050-2068 N. Dominick Avenue, 1841-1861 N. Elston Avenue, 1436-1440 W. Armitage Avenue, and 1433-1435 W. Armitage Avenue; and.

WHEREAS 1511 W. Webster LLC, a Delaware limited liability company, owns certain parcels located at approximately 2070-2082 N. Dominick Street; and

WHEREAS, the two above-named limited liability companies shall henceforth be referred to collectively as the "Developers"; and

WHEREAS, the Developers propose to use the portions of the streets and alleys herein vacated for inclusion in a mixed-use development associated with Planned Development 1439, as approved by the City Council of the City ("City Council") on March 13, 2019 ("Planned Development 1439"); and

WHEREAS, the City Council, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of those portions of the public street, described in the following ordinance; now therefore,

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

SECTION 1.

VACATION OF:

ALL THAT (PARCEL V6) PART OF THE NORTH-SOUTHERLY 16 FOOT WIDE PUBLIC ALLEY LYING EASTERLY OF AND ADJOINING LOTS 5 TO 10, AND LYING WEST OF AND ADJOINING THAT PART OF LOT 1, ALL INCLUSIVE, IN THE SUBDIVISION OF LOT 1 OF BLOCK 17 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH,

RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MARCH 31, 1894 AS DOCUMENT NUMBER 2016956, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 10 AFORESAID; THENCE NORTH 61 DEGREES 17 MINUTES 14 SECONDS EAST ALONG THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 10 AFORESAID 16.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1 IN THE SUBDIVISION OF LOT 1 OF BLOCK 17 AFORESAID; THENCE NORTH 29 DEGREES 28 MINUTES 20 SECONDS WEST ALONG SAID WESTERLY LINE OF LOT 1, A DISTANCE OF 150.00 FEET TO THE INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 5 AFORESAID; THENCE SOUTH 61 DEGREES 17 MINUTES 14 SECONDS WEST ALONG SAID EASTERLY EXTENSION 16.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 29 DEGREES 28 MINUTES 20 SECONDS EAST ALONG THE EASTERLY LINE OF LOTS 5 TO 10, INCLUSIVE, 150.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, SAID ABOVE DESCRIBED PARCEL CONTAINING 2,400 SQUARE FEET OR 0.055 ACRES, MORE OR LESS.

TOGETHER WITH (PARCEL V1) THAT PART OF N. DOMINICK STREET, 66 FOOT RIGHT OF WAY, LYING EASTERLY OF AND ADJOINING THAT PART OF LOT 7, LOTS 8 THRU 10, AND THAT PART OF LOT 11, ALL INCLUSIVE, IN BLOCK 6 IN W.F. DOMINICK'S SUBDIVISION, ANTE-FIRE, OF LOTS 1, 2 & 3 OF BLOCK 14 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTIONS 29, 31, 32 & 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1853, ANTE-FIRE, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH HALF OF LOT 9 AFORESAID WITH THE WESTERLY LINE OF N. DOMINICK STREET; THENCE NORTH 31 DEGREES 04 MINUTES 00 SECONDS WEST ALONG SAID WESTERLY LINE 48.95 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE NORTH 23 DEGREES 16 MINUTES 12 SECONDS WEST 111.79 FEET TO A POINT 12.99 FEET NORTHERLY OF THE SOUTH LINE OF W. DICKENS AVENUE EXTENDED; THENCE SOUTH 34 DEGREES 55 MINUTES 14 SECONDS EAST 361.12 FEET; THENCE SOUTH 14 DEGREES 57 MINUTES 11 SECONDS WEST 7.80 FEET; THENCE SOUTH 64 DEGREES 49 MINUTES 09 SECONDS WEST 29.57 FEET TO THE WESTERLY LINE OF N. DOMINICK STREET AFORESAID, ALSO BEING ON THE EAST LINE OF LOT 11; THENCE NORTH 32 DEGREES 18 MINUTES 41 SECONDS WEST ALONG SAID WESTERLY LINE 203.03 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, SAID ABOVE DESCRIBED PARCEL CONTAINING 8,689 SQUARE FEET OR 0.199 ACRES, MORE OR LESS.

TOGETHER WITH (PARCEL V2) THAT PART OF THE EAST-WEST 16 FOOT WIDE PUBLIC ALLEY, LYING SOUTH OF AND ADJOINING LOTS 15 TO 18, INCLUSIVE, AND THAT PART OF LOT 19; AND LYING NORTH OF AND ADJOINING THAT PART OF LOT 22, ADJOINING THAT PART OF LOTS 23 AND 24; AND LYING WEST OF AND ADJOINING THAT PART OF SAID 16 FOOT WIDE PUBLIC ALLEY HERETOFORE VACATED BY ORDINANCE PASSED MARCH 9, 1995 AND RECORDED AUGUST 30, 1995 AS DOCUMENT NO. 95574351; ALL IN BLOCK 4 IN W. F. DOMINICK'S SUBDIVISION, ANTE-FIRE, OF LOTS 1, 2 AND 3 IN BLOCK 14 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1853, ANTE-FIRE, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 21 IN BLOCK 4 AFORESAID; THENCE NORTH 89 DEGREES 02 MINUTES 50 SECONDS EAST ALONG THE NORTH LINE OF BLOCK 4 AFORESAID 6.87 FEET; THENCE SOUTH 34 DEGREES 54 MINUTES 46 SECONDS EAST 144.75 FEET TO THE NORTH LINE OF SAID 16 FOOT WIDE PUBLIC ALLEY, ALSO BEING ON THE SOUTH LINE OF SAID LOT 19, AND THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 01 MINUTES 20 SECONDS EAST ALONG SAID NORTH LINE 113.20 FEET TO THE WEST LINE OF THAT PART OF SAID 16 FOOT WIDE PUBLIC ALLEY HERETOFORE VACATED BY ORDINANCE AFORESAID, AND BEING THE SOUTHEAST CORNER OF SAID LOT 15; THENCE SOUTH 01 DEGREES 52 MINUTES 29 SECONDS EAST 16.00 FEET TO THE SOUTH LINE OF SAID 16 FOOT WIDE PUBLIC ALLEY, ALSO BEING THE NORTHEAST CORNER OF SAID LOT 24; THENCE SOUTH 89 DEGREES 01 MINUTES 20 SECONDS WEST ALONG SAID SOUTH LINE 102.68 FEET; THENCE NORTH 34 DEGREES 54 MINUTES 46 SECONDS WEST 19.28 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, SAID ABOVE DESCRIBED PARCEL CONTAINING 1,727 SQUARE FEET OR 0.040 ACRES, MORE OR LESS.

TOGETHER WITH (PARCEL V3) THAT PART OF W. McLEAN AVENUE, 66 FOOT RIGHT OF WAY, LYING SOUTH OF AND ADJOINING THAT PART OF LOTS 24 AND 25 IN BLOCK 4 IN W.F. DOMINICK'S SUBDIVISION, ANTE-FIRE, OF LOTS 1, 2 & 3 OF BLOCK 14 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTIONS 29, 31, 32 & 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1853, ANTE-FIRE, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 22 IN BLOCK 4 AFORESAID, BEING ALSO ON THE NORTH LINE OF W. McLEAN AVENUE; THENCE NORTH 88 DEGREES 59 MINUTES 49 SECONDS EAST ALONG SAID NORTH LINE 42.50 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 24, AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 59 MINUTES 49 SECONDS EAST ALONG SAID NORTH LINE 26.11 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 25; THENCE SOUTH 64 DEGREES 49 MINUTES 09 SECONDS WEST 21.99 FEET; THENCE NORTH 34 DEGREES 54 MINUTES 46 SECONDS WEST 10.85 FEET TO THE NORTH LINE OF W. McLEAN AVENUE AND THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, SAID ABOVE DESCRIBED PARCEL CONTAINING 118 SQUARE FEET OR 0.003 ACRES, MORE OR LESS.

TOGETHER WITH (PARCEL V4) THAT PART OF N. SOUTHPORT AVENUE, 66 FOOT RIGHT OF WAY, LYING NORTH OF AND ADJOINING THAT PART OF N. SOUTHPORT AVENUE HERETOFORE VACATED BY ORDINANCE RECORDED JANUARY 5, 1994 AS DOCUMENT NUMBER 94014634, LYING WEST OF AND ADJOINING BLOCK 1 IN THE SUBDIVISION OF BLOCK 13 IN SHEFFIELD'S ADDITION TO CHICAGO ACCORDING TO THE PLAT THEREOF, RE-RECORDED NOVEMBER 22, 1882, AS DOCUMENT NO. 433835, ANTE-FIRE, AND LYING EAST OF AND ADJOINING BLOCK 4 IN W.F. DOMINICK'S SUBDIVISION, ANTE-FIRE, OF LOTS 1, 2 & 3 OF BLOCK 14 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTIONS 29, 31, 32 & 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1853, ANTE-FIRE, TOGETHER WITH THAT PART OF W. McLEAN AVENUE, 66 FOOT RIGHT OF WAY, LYING WEST OF AND ADJOINING WEST SOUTHPORT AVENUE AFORESAID, LYING SOUTH OF AND ADJOINING BLOCK 4 AND LYING NORTH OF AND ADJOINING BLOCK 5 ALL IN W.F. DOMINICK'S SUBDIVISION AFORESAID, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 10 IN BLOCK 4 AFORESAID, BEING ON THE NORTH LINE OF W. McLEAN AVENUE AND THE WEST LINE OF N. SOUTHPORT AVENUE; THENCE NORTH 01 DEGREES 51 MINUTES 31 SECONDS WEST ALONG THE WEST LINE OF N. SOUTHPORT AVENUE 32.36 FEET; THENCE NORTH 64 DEGREES 49 MINUTES 09 SECONDS EAST 44.34 FEET; THENCE SOUTH 46 DEGREES 14 MINUTES 43 SECONDS EAST 36.15 FEET TO THE NORTHWEST CORNER OF LOT 64 IN BLOCK 1 IN THE SUBDIVISION OF BLOCK 13 IN SHEFFIELD'S ADDITION TO CHICAGO AFORESAID, BEING ALSO ON THE EAST LINE OF N. SOUTHPORT AVENUE; THENCE SOUTH 01 DEGREES 51 MINUTES 31 SECONDS EAST ALONG SAID EAST LINE 91.07 FEET TO THE NORTH LINE OF HERETOFORE VACATED N. SOUTHPORT AVENUE AFORESAID; THENCE SOUTH 88 DEGREES 59 MINUTES 49 SECONDS WEST ALONG SAID NORTH LINE, BEING ALSO THE EASTERLY EXTENSION OF THE SOUTH LINE OF W. McLEAN AVENUE AND THE NORTH LINE OF BLOCK 5 AFORESAID, 280.11 FEET; THENCE NORTH 15 DEGREES 34 MINUTES 27 SECONDS EAST 3.48 FEET; THENCE NORTH 64 DEGREES 49 MINUTES 09 SECONDS EAST 152.99 FEET TO THE NORTH LINE OF W. McLEAN AVENUE, ALSO BEING THE SOUTH LINE OF SAID BLOCK 4; THENCE NORTH 88 DEGREES 59 MINUTES 49 SECONDS EAST ALONG SAID NORTH LINE 72.55 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, SAID ABOVE DESCRIBED PARCEL CONTAINING 16,661 SQUARE FEET OR 0.382 ACRES, MORE OR LESS.

TOGETHER WITH (PARCEL V5) THENCE PART OF W. ARMITAGE AVENUE, 50 FOOT RIGHT OF WAY, LYING WEST OF AND ADJOINING THAT PART OF W. ARMITAGE AVENUE HERETOFORE VACATED BY ORDINANCE RECORDED JANUARY 5, 1994 AS DOCUMENT NUMBER 94014634, LYING SOUTH OF AND ADJOINING BLOCK 1 AND LYING NORTH OF AND ADJOINING BLOCK 2 ALL IN J.F. LAWRENCE'S SUBDIVISION, ANTE-FIRE, OF LOT 4 OF BLOCK 14 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTIONS 29, 31, 32 & 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1853, ANTE-FIRE, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF W. ARMITAGE AVENUE (ALSO BEING THE SOUTH LINE OF SAID BLOCK 1) WITH THE WEST LINE OF HERETOFORE VACATED W. ARMITAGE AVENUE AFORESAID, BEING A POINT 346.58 FEET WEST OF THE WEST LINE OF HERETOFORE VACATED N. SOUTHPORT AVENUE, VACATED BY ORDINANCE RECORDED JANUARY 5, 1994 AS DOCUMENT NUMBER 94014634; THENCE SOUTH 18 DEGREES 33 MINUTES 18 SECONDS EAST 52.21 FEET ALONG SAID WEST LINE OF HERETOFORE VACATED W. ARMITAGE AVENUE TO THE SOUTH LINE OF W. ARMITAGE AVENUE (ALSO BEING THE NORTH LINE OF SAID BLOCK 2) BEING A POINT 331.58 FEET WEST OF THE WEST LINE OF HERETOFORE VACATED N. SOUTHPORT AVENUE AFORESAID; THENCE SOUTH 88 DEGREES 10 MINUTES 29 SECONDS WEST ALONG SAID SOUTH LINE 83.02 FEET TO THE NORTHWEST CORNER OF LOT 13 IN BLOCK 2 AFORESAID; THENCE NORTH 25 DEGREES 53 MINUTES 09 SECONDS WEST 54.76 FEET TO THE SOUTHWEST CORNER OF LOT 15 IN BLOCK 1 AFORESAID, BEING ALSO ON THE NORTH LINE OF W. ARMITAGE AVENUE; THENCE NORTH 88 DEGREES 10 MINUTES 29 SECONDS EAST ALONG SAID NORTH LINE 90.32 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, SAID ABOVE DESCRIBED PARCEL CONTAINING 4,333 SQUARE FEET OR 0.099 ACRES, MORE OR LESS.

AND TOGETHER WITH (PARCEL V7) THAT PART OF N. DOMINICK STREET, 66 FOOT RIGHT OF WAY, LYING EASTERLY OF AND ADJOINING THAT PART N. DOMINICK STREET

HERETOFORE VACATED BY ORDINANCE RECORDED AS DOCUMENT NUMBER 16509792, IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING ON THE WEST LINE OF N. DOMINICK STREET AT A POINT 33 FEET NORTHERLY OF THE SOUTHEAST CORNER OF LOT 11 IN BLOCK 6 IN W.F. DOMINICK'S SUBDIVISION, ANTE-FIRE, OF LOTS 1, 2 & 3 OF BLOCK 14 OF SHEFFIELD MINUTES S ADDITION TO CHICAGO IN SECTIONS 29, 31, 32 & 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1853, ANTE-FIRE, BEING ALSO A POINT ON A NORTHERLY LINE OF HERETOFORE VACATED DOMINICK STREET AFORESAID; THENCE NORTH 88 DEGREES 07 MINUTES 18 SECONDS EAST ALONG SAID NORTHERLY LINE 8.00 FEET TO THE NORTHEASTERLY LINE THEREOF; THENCE SOUTH 54 DEGREES 35 MINUTES 37 SECONDS EAST ALONG SAID NORTHEASTERLY LINE 69.38 FEET TO THE POINT OF BEGINNING; THENCE NORTH 64 DEGREES 49 MINUTES 09 SECONDS EAST 5.08 FEET; THENCE SOUTH 33 DEGREES 40 MINUTES 15 SECONDS EAST 12.40 FEET TO THE NORTHEASTERLY LINE OF HERETOFORE VACATED DOMINICK STREET AFORESAID; THENCE NORTH 54 DEGREES 35 MINUTES 37 SECONDS WEST ALONG SAID NORTHEASTERLY LINE 14.08 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, SAID ABOVE DESCRIBED PARCEL CONTAINING 31 SQUARE FEET OR 0.001 ACRES, MORE OR LESS.

TOTAL AREA OF THE ABOVE DESCRIBED PARCELS = 33,959 SQUARE FEET, OR 0.78 ACRES, MORE OR LESS, as shaded and legally described by the words "HEREBY VACATED" on the plat hereto attached as **EXHIBIT A** (CDOT File: 32-02-20-3935), which plat for greater clarity, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacations shall be governed by and is subject to the conditions of Planned Development 1439 as approved by the City Council of the City of Chicago (the "City Council") on March 13, 2019, and the Lincoln Yards Redevelopment Agreement (the "Lincoln Yards RDA") among the City of Chicago ("City"), Fleet Portfolio, LLC, and Alloy Property Company, LLC, a Delaware limited liability company, authorized by the City Council on April 10, 2019, and published in the Journal of the Proceedings of the City Council for such date at pages 98094 through 98207, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois, on April 26, 2019, as document 1911618059.

SECTION 3. The vacations shall be subject to and expressly conditioned upon the additional requirements identified in the Temporary Easement Agreement between the Developers and the City, acting by and through its Department of Water Management, in substantially the form hereto attached as **EXHIBIT B,** and as further detailed in the Department of Water Management exhibits attached thereto.

SECTION 4. The City of Chicago hereby reserves for the benefit of The Peoples Gas Light and Coke Co. an easement to operate, maintain, repair, renew and replace existing underground facilities and to construct new facilities in all of the area to be vacated, with the right of ingress and

egress at all times for any and all such purposes. It is further provided that no buildings or other structures shall be erected upon or over said easement herein reserved for The Peoples Gas Light and Coke Co. or other use made of the said area which would interfere with the construction, operation, maintenance, repair, removal, or replacement of said facilities, or the construction of additional facilities. No construction, buildings, permanent structures or obstructions shall occur or be placed over the area herein vacated without express written release of easement by the involved utility. Any future Developers prompted relocation of Peoples Gas facilities lying within the area herein vacated will be accomplished by Peoples Gas, and completed at the expense of the Developer, its successors or assigns.

SECTION 5. The Developer and the City of Chicago, by and through its Department of Transportation, acknowledge that infrastructure improvements in the dedications herein contemplated (see Section 6 below) shall be subject to terms, conditions and agreement by the Metropolitan Water Reclamation District, or its successor in accordance with the Intergovernmental Agreement Between the Metropolitan Water Reclamation District of Greater Chicago and the City of Chicago, Illinois for the Lincoln Yards Development, in substantially the form hereto attached as **EXHIBIT C.**

SECTION 6. Statement number 3 of PD 1439 states, in part: "To the extent CDOT determines that compensation is payable to the City by the Applicant [i.e., the Developer] for existing right-of-way to be vacated, the Applicant shall receive a credit on a square foot basis for all right-of-way to be dedicated in determining such compensation." The square footage of the to-be-vacated right of way is approximately 33,959 square feet (0.78 Acres). Pursuant to a separate resubdivision ordinance, involving the proposed resubdivision of the area bounded approximately by W. Webster Avenue, N. Kingsbury Street and the North Branch of the Chicago River (approximately W. Cortland Street), including various dedications for public way, as legally described in the attached plat **EXHIBIT D** (CDOT File: 32-02-20-3936), the Developers are dedicating approximately 123,208.76 square feet (2.83 acres) of property for public right of way. Therefore, in accordance with PD 1439 Statement Number 3, and subject to the recording of said resubdivision ordinance, no compensation shall be due from the Developers for the benefits that will accrue to the owner of the property abutting said part of public street hereby vacated).

SECTION 7. The vacations herein provided for are made under the express condition that the Developers, their successors and assigns, shall hold harmless, indemnify and defend the City of Chicago from all claims related to said vacations.

SECTION 8. The vacations herein provided for are also made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the Developers 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 associated full-sized plat of vacation as approved by the Superintendent of Maps and Plats.

SECTION 9. This ordinance shall take effect and be in force from and after its passage and approval. The vacations shall take effect and be in force from and after recording of the published ordinance and approved plat.

Exhibit A to ordinance

Plat of Vacation

(Attached)

EXHIBIT "A"

PLAT OF VACATION

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

GRAPHIC SCALE

(IN FEET) 1" = 100

LEGEND

- HEREBY VACATED
- BUILDING FOOT PRINT
- EXISTING LOT LINES
- LINE BETWEEN SUBDIVISIONS
- PENDING DEDICATION
- AREA OF PERPETUAL PUBLIC WAY EASEMENT
- (R) = RECORD
- (M) = MEASURED
- RAD = RADIUS
- CH = CHORD
- CH B = CHORD BEARING
- R O W. = RIGHT OF WAY
- SET 5/8" REBAR
- TRAFFIC FLOW

"A"
SHEFFIELD'S ADDITION TO CHICAGO IN SECTIONS 29, 31 32 & 33 TOWNSHIP 40 NORTH RANGE 14 EAST. RECORDED OCTOBER 12 1853, ANTE-FIRE

"B"
W F DOMINICK'S SUBDIVISION OF LOTS 1 2 & 3 OF BLOCK 14 OF SHEFFIELD'S ADDITION TO CHICAGO (SEE "A") ANTE-FIRE

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

"D"
SUBDIVISION OF BLOCK 13 IN SHEFFIELD'S ADDITION TO CHICAGO (SEE "A") RE-RECORDED NOVEMBER 22 1882 AS DOCUMENT NO 433835, ANTE-FIRE

"E"
SUBDIVISION OF LOT 1 IN BLOCK 17 IN SHEFFIELD'S ADDITION TO CHICAGO RECORDED MARCH 31, 1894 AS DOCUMENT NO 2016956

"F"
SUBDIVISION OF BLOCKS 17, 18, 20, 21 (EXCEPT LOTS 1 5 & 12 IN SAID BLOCK 21) 23 28 29 30, 31 32 (EXCEPT LOTS 1, 2 3 6 & 7), 33 38, 39 40 & 41 IN SHEFFIELD'S ADDITION TO CHICAGO (BY TRUSTEES OF CHICAGO LAND CO.) RECORDED OCTOBER 22 1866 ANTE-FIRE

"G"
VACATED BY ORDINANCE PASSED MARCH 9 1995 RECORDED AUGUST 30, 1995 AS DOCUMENT NO 95674351

"H"
VACATED BY ORDINANCE PASSED JANUARY 30 1905 RECORDED FEBRUARY 27 1905 AS DOCUMENT NO 3658309

"I"
VACATED BY ORDINANCE PASSED OCTOBER 7 1993 RECORDED JANUARY 5 1994 AS DOCUMENT NO 94014834

"J"
VACATED BY ORDINANCE PASSED JUNE 17 1966 RECORDED SEPTEMBER 14, 1966 AS DOCUMENT NO 19942469

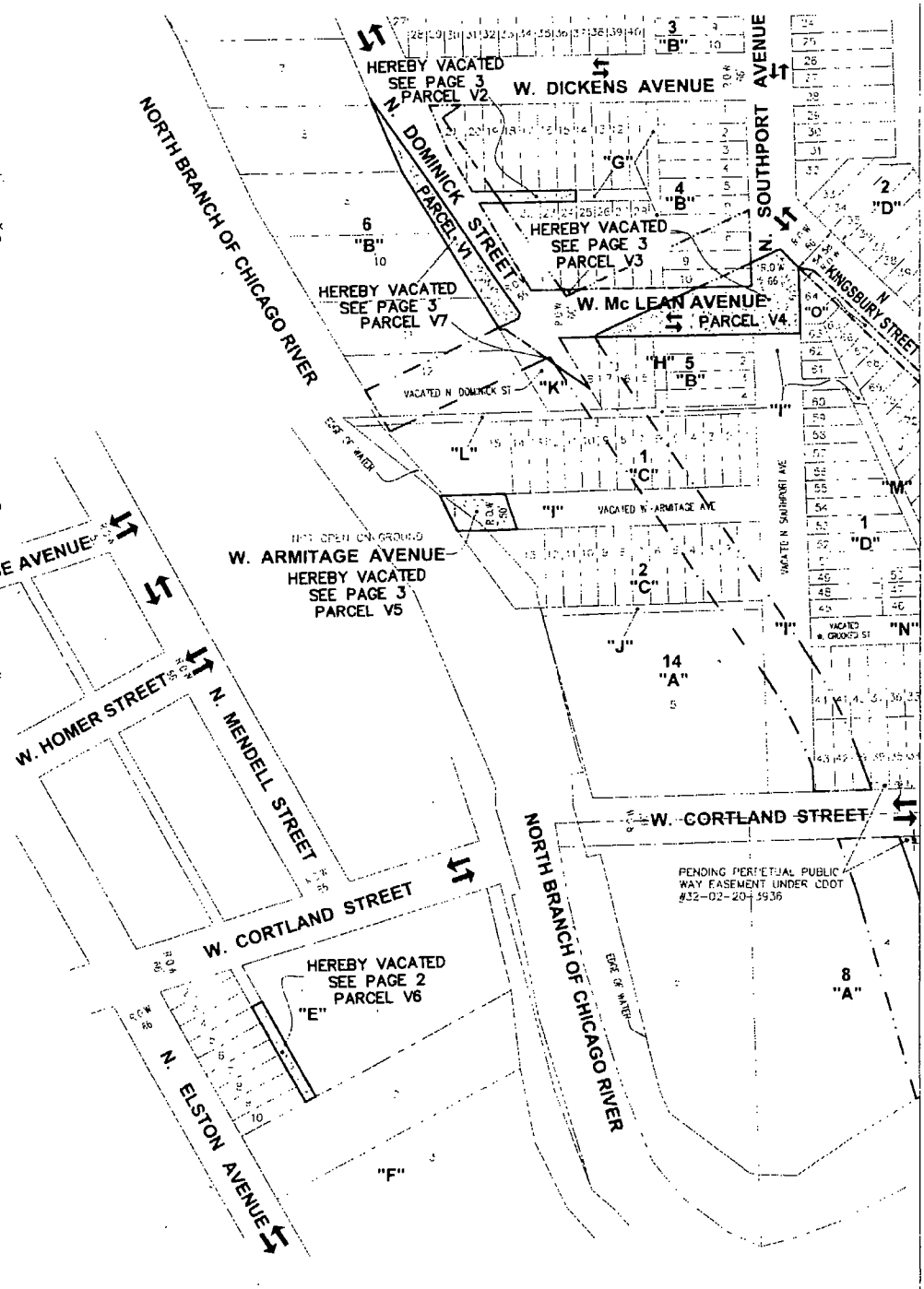
"K"
VACATED BY ORDINANCE PASSED DECEMBER 9 1955 RECORDED MARCH 2, 1956 AS DOCUMENT NO 16509792

"L"
VACATED BY ORDINANCE PASSED MARCH 25, 1964 RECORDED APRIL 30, 1964 AS DOCUMENT NO 19114304 AND RE-RECORDED MAY 7 1964 AS DOCUMENT NO 19121032

"M"
VACATED BY ORDINANCE PASSED JUNE 14, 1951 RECORDED JULY 20, 1951 AS DOCUMENT NO 15126221

"N"
VACATED BY ORDINANCE PASSED JUNE 10, 1960 RECORDED AUGUST 22, 1960 AS DOCUMENT NO 17943256

"O"
VACATED BY ORDINANCE PASSED MAY 30, 1984 RECORDED AUGUST 13, 1984 AS DOCUMENT NO 27212282



Sept. 13, 2022

CDOT #32-02-20-3935

GREWLEY & BEDERMANN

2019-26965-001

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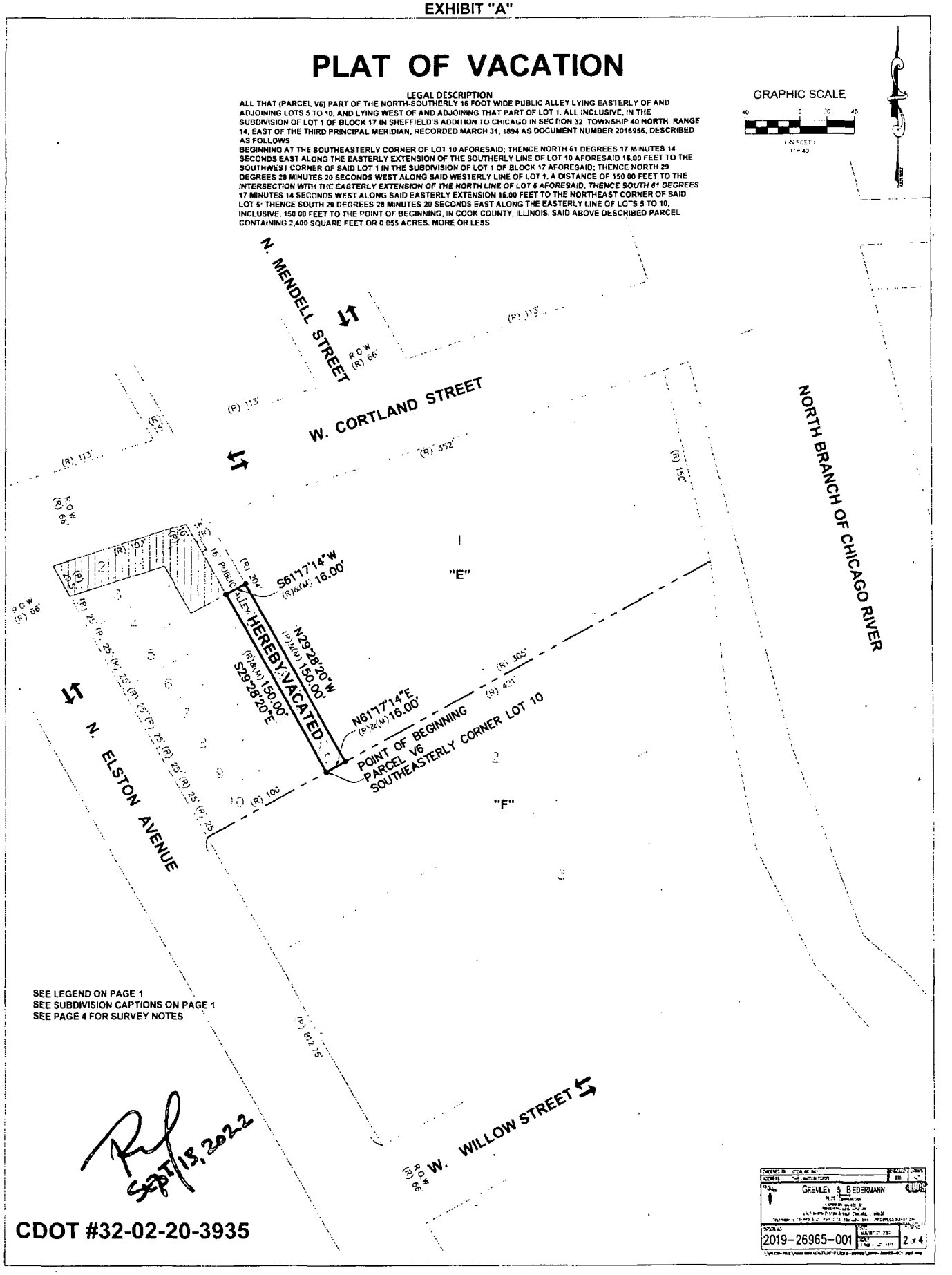
EXHIBIT "A"

PLAT OF VACATION

LEGAL DESCRIPTION

ALL THAT (PARCEL V6) PART OF THE NORTH-SOUTHERLY 16 FOOT WIDE PUBLIC ALLEY LYING EASTERLY OF AND ADJOINING LOTS 5 TO 10, AND LYING WEST OF AND ADJOINING THAT PART OF LOT 1, ALL INCLUSIVE, IN THE SUBDIVISION OF LOT 1 OF BLOCK 17 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32 TOWNSHIP 40 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MARCH 31, 1894 AS DOCUMENT NUMBER 2016956, DESCRIBED AS FOLLOWS

BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 10 AFORESAID; THENCE NORTH 61 DEGREES 17 MINUTES 14 SECONDS EAST ALONG THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 10 AFORESAID 16.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1 IN THE SUBDIVISION OF LOT 1 OF BLOCK 17 AFORESAID; THENCE NORTH 29 DEGREES 28 MINUTES 20 SECONDS WEST ALONG SAID WESTERLY LINE OF LOT 1, A DISTANCE OF 150.00 FEET TO THE INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 6 AFORESAID, THENCE SOUTH 61 DEGREES 17 MINUTES 14 SECONDS WEST ALONG SAID EASTERLY EXTENSION 16.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 29 DEGREES 28 MINUTES 20 SECONDS EAST ALONG THE EASTERLY LINE OF LOTS 5 TO 10, INCLUSIVE, 150.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, SAID ABOVE DESCRIBED PARCEL CONTAINING 2,400 SQUARE FEET OR 0.055 ACRES, MORE OR LESS



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

SEPT 13, 2022

CDOT #32-02-20-3935

GREMLEY & BIEDERMANN

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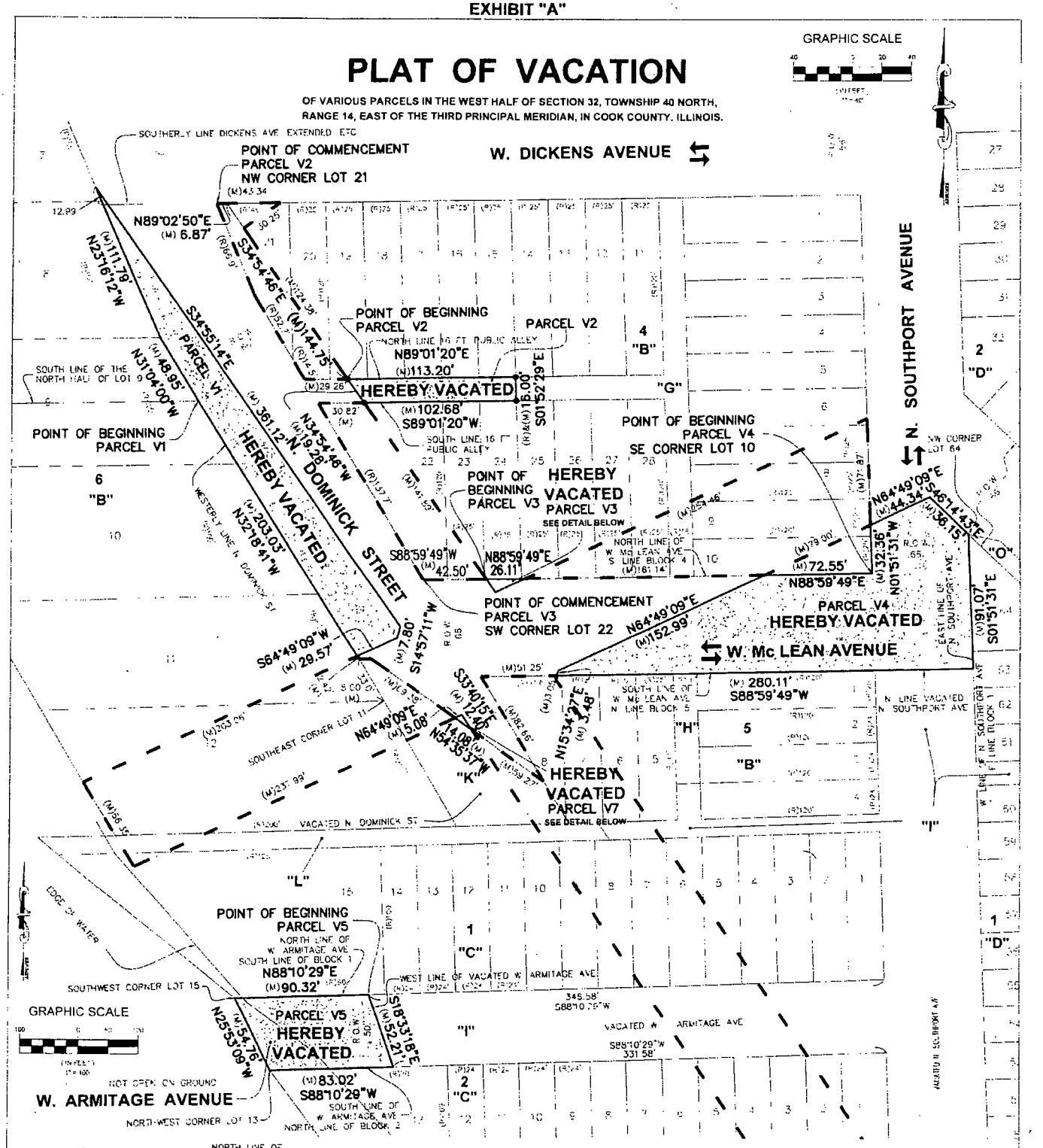
EXHIBIT "A"

PLAT OF VACATION

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



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

CDOT #32-02-20-3935

EXHIBIT "A"

PLAT OF VACATION

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

LEGAL DESCRIPTION CONTINUED·

TOGETHER WITH (PARCEL V1) THAT PART OF N DOMINICK STREET, 66 FOOT RIGHT OF WAY LYING EASTERLY OF AND ADJOINING THAT PART OF LOT 7, LOTS 8 THRU 10 AND THAT PART OF LOT 11, ALL INCLUSIVE, IN BLOCK 6 IN W F DOMINICK'S SUBDIVISION, ANTE-FIRE, OF LOTS 1, 2 & 3 OF BLOCK 14 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTIONS 29, 31, 32 & 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1853, ANTE-FIRE, DESCRIBED AS FOLLOWS·
BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH HALF OF LOT 9 AFORESAID WITH THE WESTERLY LINE OF N DOMINICK STREET, THENCE NORTH 31 DEGREES 54 MINUTES 00 SECONDS WEST ALONG SAID WESTERLY LINE 48 95 FEET, THENCE CONTINUING ALONG SAID WESTERLY LINE NORTH 23 DEGREES 16 MINUTES 12 SECONDS WEST 111 78 FEET TO A POINT 12 98 FEET NORTHERLY OF THE SOUTH LINE OF W DICKENS AVENUE EXTENDED THENCE SOUTH 34 DEGREES 56 MINUTES 14 SECONDS EAST 361 12 FEET THENCE SOUTH 14 DEGREES 57 MINUTES 11 SECONDS WEST 7 80 FEET, THENCE SOUTH 64 DEGREES 49 MINUTES 09 SECONDS WEST 29 57 FEET TO THE WESTERLY LINE OF N DOMINICK STREET AFORESAID, ALSO BEING ON THE EAST LINE OF LOT 11, THENCE NORTH 32 DEGREES 18 MINUTES 41 SECONDS WEST ALONG SAID WESTERLY LINE 203 03 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, SAID ABOVE DESCRIBED PARCEL CONTAINING 8,689 SQUARE FEET OR 0 199 ACRES MORE OR LESS

TOGETHER WITH (PARCEL V2) THAT PART OF THE EAST-WEST 16 FOOT WIDE PUBLIC ALLEY, LYING SOUTH OF AND ADJOINING LOTS 16 TO 18, INCLUSIVE, AND THAT PART OF LOT 19, AND LYING NORTH OF AND ADJOINING THAT PART OF LOT 22 ADJOINING THAT PART OF LOTS 23 AND 24; AND LYING WEST OF AND ADJOINING THAT PART OF SAID 16 FOOT WIDE PUBLIC ALLEY HERETOFORE VACATED BY ORDINANCE PASSED MARCH 9, 1995 AND RECORDED AUGUST 30, 1995 AS DOCUMENT NO 95574351, ALL IN BLOCK 4 IN W F DOMINICK'S SUBDIVISION, ANTE-FIRE, OF LOTS 1, 2 AND 3 IN BLOCK 14 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32 TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1853, ANTE-FIRE, DESCRIBED AS FOLLOWS
COMMENCING AT THE NORTHWEST CORNER OF LOT 21 IN BLOCK 4 AFORESAID, THENCE NORTH 89 DEGREES 02 MINUTES 50 SECONDS EAST ALONG THE NORTH LINE OF BLOCK 4 AFORESAID 0 87 FEET, THENCE SOUTH 34 DEGREES 54 MINUTES 46 SECONDS EAST 144.75 FEET TO THE NORTH LINE OF SAID 16 FOOT WIDE PUBLIC ALLEY, ALSO BEING ON THE SOUTH LINE OF SAID LOT 19, AND THE POINT OF BEGINNING, THENCE NORTH 89 DEGREES 01 MINUTES 20 SECONDS EAST ALONG SAID NORTH LINE 113.20 FEET TO THE WEST LINE OF THAT PART OF SAID 16 FOOT WIDE PUBLIC ALLEY HERETOFORE VACATED BY ORDINANCE AFORESAID, AND BEING THE SOUTHEAST CORNER OF SAID LOT 15, THENCE SOUTH 01 DEGREES 52 MINUTES 29 SECONDS EAST 16 00 FEET TO THE SOUTH LINE OF SAID 16 FOOT WIDE PUBLIC ALLEY ALSO BEING THE NORTHEAST CORNER OF SAID LOT 24, THENCE SOUTH 85 DEGREES 01 MINUTES 20 SECONDS WEST ALONG SAID SOUTH LINE 102 68 FEET, THENCE NORTH 34 DEGREES 54 MINUTES 46 SECONDS WEST 18 28 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS SAID ABOVE DESCRIBED PARCEL CONTAINING 1,727 SQUARE FEET OR 0 040 ACRES, MORE OR LESS

TOGETHER WITH (PARCEL V3) THAT PART OF W McLEAN AVENUE, 66 FOOT RIGHT OF WAY, LYING SOUTH OF AND ADJOINING THAT PART OF LOTS 24 AND 25 IN BLOCK 4 IN W F DOMINICK'S SUBDIVISION ANTE-FIRE, OF LOTS 1, 2 & 3 OF BLOCK 14 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTIONS 29, 31, 32 & 33 TOWNSHIP 40 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1853, ANTE-FIRE, DESCRIBED AS FOLLOWS

AFFECTED PINS
14-32-120-004 AFFECTS LOTS 9-11 IN BLOCK 6 IN "B"
14-32-120-005 AFFECTS LOTS 7-8 IN BLOCK 6 IN "B"
14-32-130-003 AFFECTS LOT 16 IN BLOCK 4 IN "B"
14-32-130-004 AFFECTS LOT 18 IN BLOCK 4 IN "B"
14-32-130-005 AFFECTS LOT 19 IN BLOCK 4 IN "B"
14-32-130-006 AFFECTS LOT 16 IN BLOCK 4 IN "B"
14-32-130-007 AFFECTS LOT 15 IN BLOCK 4 IN "B"
14-32-130-012 AFFECTS LOT 22 IN BLOCK 4 IN "B"
14-32-130-013 AFFECTS LOT 23 IN BLOCK 4 IN "B"
14-32-130-014 AFFECTS LOT 24 IN BLOCK 4 IN "B"
14-32-130-025 AFFECTS LOT 10 IN BLOCK 4 IN "B"
14-32-130-027 AFFECTS LOT 9 IN BLOCK 4 IN "B"
14-32-131-001 AFFECTS LOTS 63-64 IN BLOCK 1 IN "D"
14-32-135-001 AFFECTS LOTS 6-7 IN BLOCK 5 IN "B"
14-32-135-003 AFFECTS VACATED ALLEY "F"
14-32-135-004 AFFECTS LOT 1 IN BLOCK 5 IN "B"
14-32-135-015 AFFECTS LOT 15 IN BLOCK 1 IN "D"
14-32-135-018 AFFECTS VACATED ARMITAGE "I" & VACATED SOUTHPORT "I"
14-32-135-019 AFFECTS VACATED ARMITAGE "I"
14-32-138-001 AFFECTS LOT 13 IN BLOCK 2 IN "C"
14-32-302-006 AFFECTS LOT 1 IN "E" AFFECTS LOT 2 IN "F"
14-32-302-010 AFFECTS LOTS 9-10 IN "F"
14-32-302-011 AFFECTS LOTS 5-7 IN "E"

PREPARED FOR / MAIL TO:

STERLING BAY
333 N GREEN ST SUITE 2100
CHICAGO IL 60607

State of Illinois)
County of Cook)ss

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

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

Field measurements completed on AUGUST 5 2021

Signed on SEPTEMBER 13 2022
By

Professional Illinois Land Surveyor No 3566
My license expires November 30, 2022

DESIGN FIRM LICENSE NO 184 005332
EXPIRATION DATE APRIL 30 2023

COMMENCING AT THE SOUTHWEST CORNER OF LOT 22 IN BLOCK 4 AFORESAID, BEING ALSO ON THE NORTH LINE OF W McLEAN AVENUE, THENCE NORTH 88 DEGREES 59 MINUTES 49 SECONDS EAST ALONG SAID NORTH LINE 42 50 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 24, AND THE POINT OF BEGINNING THENCE CONTINUING NORTH 88 DEGREES 59 MINUTES 49 SECONDS EAST ALONG SAID NORTH LINE 28 11 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 25; THENCE SOUTH 64 DEGREES 49 MINUTES 09 SECONDS WEST 21 89 FEET, THENCE NORTH 34 DEGREES 54 MINUTES 46 SECONDS WEST 19 85 FEET TO THE NORTH LINE OF W McLEAN AVENUE AND THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, SAID ABOVE DESCRIBED PARCEL CONTAINING 118 SQUARE FEET OR 0.003 ACRES MORE OR LESS

TOGETHER WITH (PARCEL V4) THAT PART OF N SOUTHPORT AVENUE, 66 FOOT RIGHT OF WAY, LYING NORTH OF AND ADJOINING THAT PART OF N SOUTHPORT AVENUE HERETOFORE VACATED BY ORDINANCE RECORDED JANUARY 5, 1994 AS DOCUMENT NUMBER 94014634, LYING WEST OF AND ADJOINING BLOCK 1 IN THE SUBDIVISION OF BLOCK 13 IN SHEFFIELD'S ADDITION TO CHICAGO ACCORDING TO THE PLAT THEREOF, RE-RECORDED NOVEMBER 22, 1882, AS DOCUMENT NO 433935, ANTE-FIRE, AND LYING EAST OF AND ADJOINING BLOCK 4 IN W F DOMINICK'S SUBDIVISION ANTE FIRE, OF LOTS 1, 2 & 3 OF BLOCK 14 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTIONS 29, 31, 32 & 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1853, ANTE-FIRE, TOGETHER WITH THAT PART OF W McLEAN AVENUE, 66 FOOT RIGHT OF WAY, LYING WEST OF AND ADJOINING WEST SOUTHPORT AVENUE AFORESAID, LYING SOUTH OF AND ADJOINING BLOCK 4 AND LYING NORTH OF AND ADJOINING BLOCK 5 ALL IN W F DOMINICK'S SUBDIVISION AFORESAID, DESCRIBED AS FOLLOWS,
BEGINNING AT THE SOUTHEAST CORNER OF LOT 16 IN BLOCK 4 AFORESAID BEING ON THE NORTH LINE OF W. McLEAN AVENUE AND THE WEST LINE OF N SOUTHPORT AVENUE, THENCE NORTH 01 DEGREES 51 MINUTES 31 SECONDS WEST ALONG THE WEST LINE OF N SOUTHPORT AVENUE 32.36 FEET, THENCE NORTH 64 DEGREES 49 MINUTES 09 SECONDS EAST 44 34 FEET, THENCE SOUTH 48 DEGREES 14 MINUTES 43 SECONDS EAST 36 15 FEET TO THE NORTHWEST CORNER OF LOT 54 IN BLOCK 1 IN THE SUBDIVISION OF BLOCK 13 IN SHEFFIELD'S ADDITION TO CHICAGO AFORESAID, BEING ALSO ON THE EAST LINE OF N. SOUTHPORT AVENUE; THENCE SOUTH 01 DEGREES 51 MINUTES 31 SECONDS EAST ALONG SAID EAST LINE 91 07 FEET TO THE NORTH LINE OF HERETOFORE VACATED N SOUTHPORT AVENUE AFORESAID, THENCE SOUTH 88 DEGREES 59 MINUTES 49 SECONDS WEST ALONG SAID NORTH LINE, BEING ALSO THE EASTERLY EXTENSION OF THE SOUTH LINE OF W McLEAN AVENUE AND THE NORTH LINE OF BLOCK 5 AFORESAID, 280 11 FEET, THENCE NORTH 16 DEGREES 34 MINUTES 27 SECONDS EAST 3 48 FEET, THENCE NORTH 64 DEGREES 49 MINUTES 09 SECONDS EAST 152 99 FEET TO THE NORTH LINE OF W McLEAN AVENUE ALSO BEING THE SOUTH LINE OF SAID BLOCK 4, THENCE NORTH 88 DEGREES 59 MINUTES 49 SECONDS EAST ALONG SAID NORTH LINE 72 88 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, SAID ABOVE DESCRIBED PARCEL CONTAINING 16,661 SQUARE FEET OR 0 382 ACRES, MORE OR LESS

TOGETHER WITH (PARCEL V5) THENCE PART OF W ARMITAGE AVENUE, 50 FOOT RIGHT OF WAY, LYING WEST OF AND ADJOINING THAT PART OF W ARMITAGE AVENUE HERETOFORE VACATED BY ORDINANCE RECORDED JANUARY 5, 1994 AS DOCUMENT NUMBER 94014634, LYING SOUTH OF AND ADJOINING BLOCK 1 AND LYING NORTH OF AND ADJOINING BLOCK 2 ALL IN J F LAWRENCE'S SUBDIVISION ANTE-FIRE, OF LOT 4 OF BLOCK 14 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTIONS 29, 31, 32 & 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1853, ANTE-FIRE, DESCRIBED AS FOLLOWS
BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF W ARMITAGE AVENUE (ALSO BEING THE SOUTH LINE OF SAID BLOCK 1) WITH THE WEST LINE OF HERETOFORE VACATED W ARMITAGE AVENUE AFORESAID, BEING A POINT 346 58 FEET WEST OF THE WEST LINE OF HERETOFORE VACATED N SOUTHPORT AVENUE, VACATED BY ORDINANCE RECORDED JANUARY 5, 1994 AS DOCUMENT NUMBER 94014634, THENCE SOUTH 18 DEGREES 33 MINUTES 18 SECONDS EAST 52 21 FEET ALONG SAID WEST LINE OF HERETOFORE VACATED W ARMITAGE AVENUE TO THE SOUTH LINE OF W ARMITAGE AVENUE (ALSO BEING THE NORTH LINE OF SAID BLOCK 2) BEING A POINT 331 58 FEET WEST OF THE WEST LINE OF HERETOFORE VACATED N SOUTHPORT AVENUE AFORESAID, THENCE SOUTH 88 DEGREES 10 MINUTES 29 SECONDS WEST ALONG SAID SOUTH LINE 83 02 FEET TO THE NORTHWEST CORNER OF LOT 13 IN BLOCK 2 AFORESAID, THENCE NORTH 25 DEGREES 53 MINUTES 09 SECONDS WEST 54 78 FEET TO THE SOUTHWEST CORNER OF LOT 18 IN BLOCK 1 AFORESAID, BEING ALSO ON THE NORTH LINE OF W ARMITAGE AVENUE, THENCE NORTH 88 DEGREES 10 MINUTES 29 SECONDS EAST ALONG SAID NORTH LINE 90 32 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, SAID ABOVE DESCRIBED PARCEL CONTAINING 4,333 SQUARE FEET OR 0.099 ACRES, MORE OR LESS

AND TOGETHER WITH (PARCEL V7) THAT PART OF N DOMINICK STREET, 66 FOOT RIGHT OF WAY, LYING EASTERLY OF AND ADJOINING THAT PART N DOMINICK STREET HERETOFORE VACATED BY ORDINANCE RECORDED AS DOCUMENT NUMBER 16509792, IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS
COMMENCING ON THE WEST LINE OF N DOMINICK STREET AT A POINT 33 FEET NORTHERLY OF THE SOUTHEAST CORNER OF LOT 11 IN BLOCK 6 IN W F DOMINICK'S SUBDIVISION, ANTE-FIRE, OF LOTS 1, 2 & 3 OF BLOCK 14 OF SHEFFIELD MINUTES S ADDITION TO CHICAGO IN SECTIONS 29, 31 32 & 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1853, ANTE FIRE, BEING ALSO A POINT ON A NORTHERLY LINE OF HERETOFORE VACATED DOMINICK STREET AFORESAID, THENCE NORTH 88 DEGREES 07 MINUTES 18 SECONDS EAST ALONG SAID NORTHERLY LINE 8 00 FEET TO THE NORTHEASTERLY LINE THEREOF, THENCE SOUTH 54 DEGREES 35 MINUTES 37 SECONDS EAST ALONG SAID NORTHEASTERLY LINE 69 38 FEET TO THE POINT OF BEGINNING: THENCE NORTH 64 DEGREES 49 MINUTES 09 SECONDS EAST 5.08 FEET; THENCE SOUTH 33 DEGREES 40 MINUTES 15 SECONDS EAST 12.40 FEET TO THE NORTHEASTERLY LINE OF HERETOFORE VACATED DOMINICK STREET AFORESAID, THENCE NORTH 54 DEGREES 35 MINUTES 37 SECONDS WEST ALONG SAID NORTHEASTERLY LINE 14 08 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY ILLINOIS SAID ABOVE DESCRIBED PARCEL CONTAINING 31 SQUARE FEET OR 0 001 ACRES, MORE OR LESS

TOTAL AREA OF THE ABOVE DESCRIBED PARCELS = 33,959 SQUARE FEET, OR 0 78 ACRES MORE OR LESS

PARCEL AREA TABLE

PARCEL	Sq Feet	Acres
V1	8689	0 199
V2	1727	0.040
V3	118	0.003
V4	16661	0.382
V5 (TOTAL)	4333	0 099
PART LYING WITHIN RIVER	1196	0 027
REMAINDER	3137	0 072
V6	2400	0 055
V7	31	0 001

Total Area – 33,959 square feet
or 0 78 acres, more or less

SURVEYOR'S NOTES·
Field measurements completed on APRIL 19, 2019

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

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

Distances are marked in feet and decimal parts thereof Compare all points BEFORE building by same and at once report any differences BEFORE damage is done

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

NO dimensions shall be assumed by scale measurement upon this plat

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

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

Monuments set are at the corner unless otherwise noted

CHICAGO DEPARTMENT OF FINANCE

COOK COUNTY

CHICAGO DEPARTMENT OF TRANSPORTATION

GREMLEY & BIEDERMANN
P.C. CORPORATION

2019-26965-001 4 of 4

CDOT #32-02-20-3935

Sept 13, 2022

Exhibit B to ordinance

DWM Temporary Easement Agreement

(Attached)

PREPARED BY AND AFTER
RECORDING
RETURN TO:

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

AGREEMENT REGARDING
TEMPORARY EASEMENT FOR DWM FACILITIES
(Lincoln Yards North)

This Agreement (the "Agreement") is entered into as of this ____day of _____, 2022 ("Effective Date"), by and between the **CITY OF CHICAGO**, an Illinois home rule municipal corporation (the "City"), by and through its Department of Water Management ("DWM") and **ALLOY PROPERTY COMPANY, LLC**, a Delaware limited liability company, **ALLOY PROPERTY COMPANY 2, LLC**, a Delaware limited liability company, and **1511 W. WEBSTER, LLC**, a Delaware limited liability company, and their respective affiliates, successors, and/or assigns (collectively, the "Developers"). The City and Developers shall individually be referred to herein as a "Party", and collectively referred to as the "Parties".

Witnesseth:

WHEREAS, Developers are the current owners of those certain Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 of Lincoln Yards North Subdivision located in Chicago, Illinois which is legally described on **Exhibit A** attached hereto and made a part hereof (the "Developers Parcel"); and

WHEREAS, Developers contemplate the development of a mixed-use project generally known as Lincoln Yards North ("Developers Project") on the Developers Parcel; and

WHEREAS, consistent with the Developers Project, Developers and City have agreed to subdivide ("Subdivision") and dedicate ("Dedication", or "Dedicated") certain property depicted on **Exhibit B** (the "Dedicated Property") for the benefit of the City, as provided in an ordinance approved by the City Council of the City on _____, 20__

and published in the Journal of the Proceedings of the City Council for such date at pages _____ through _____ ("Subdivision and Dedication Ordinance"); and

WHEREAS, pursuant to the terms and conditions of the Vacation Ordinance, the City has agreed to vacate("Vacation") certain streets and alleys depicted on **Exhibit C** (the "Vacated Property") for the benefit of the Developers Project, as provided in an ordinance approved by the City Council of the City on _____, 20__ and published in the Journal of the Proceedings of the City Council for such date at pages _____ through _____ ("Vacation Ordinance"); and

WHEREAS, the Developers understand and agree that the Subdivision, Dedication, and Vacation are subject to and conditioned upon the terms and conditions set forth in the Subdivision and Dedication Ordinance and the Vacation Ordinance, including:

(i) DWM Lincoln Yards North OUC Letters - OUC File No. VD-110518 for the Dedications and Subdivision of Lincoln Yards North, attached hereto as **Exhibits D-1** and D-2 made a part hereof (the "DWM Dedication and Subdivision OUC Letters"); and

(ii) DWM Lincoln Yards North OUC Letters - OUC File No. VD-110517 for the Vacation of portions of alleys and portions of streets in the general area bounded by N. Elston Ave, W. Dickens Ave. (2100 N), N. Clybourn Ave, and W. Willow St. (extended) (1740 N), attached hereto as **Exhibit E-1 and E-2** and made a part hereof (the "DWM Vacation OUC Letters"); and

WHEREAS, the DWM Dedication and Subdivision OUC Letters and the DWM Vacation OUC Letters collectively shall be referred to herein from time to time as the "DWM OUC Letters"; and

WHERAS, Developers and the City are parties to that certain Lincoln Yards Redevelopment Agreement dated April 26, 2019 and recorded with the Cook County Recorder of Deeds on April 26, 2019 as Document Number 1911618059 (the "Redevelopment Agreement") affecting the Developers Project.

WHEREAS, subject to the terms and conditions of the DWM OUC Letters, and this Agreement, the Developers has agreed to construct, install, relocate, or replace certain City owned or controlled sewer, water, and related facilities in a manner that is consistent with the Developers Project as provided in this Agreement (the "Developers DWM Facility Work"); and

WHEREAS, Developers have agreed to grant to the City a temporary easement (the "Temporary DWM Easement") in the Vacated Property (the "Temporary DWM Easement Parcel"), subject to the conditions set forth in Section 3 herein. The Temporary DWM Easement is needed for access to, and use and maintenance of existing water and sewer facilities and appurtenances thereto owned by the City (the "Existing DWM Facilities") prior to completion and acceptance by the DWM, at DWM's sole discretion, of the Developers DWM Facility Work (the "New DWM Facilities"); and

WHEREAS, the Existing Water Mains, as defined herein, shall be included in the Temporary DWM Easement Parcel as such Existing Water Mains shall be abandoned by the City, pursuant to the terms and conditions of the DWM Vacation OUC Letters, **Exhibit E-1 and E-2** respectively, and this Agreement; and

WHEREAS, City has agreed to release and quitclaim to Developers its Temporary DWM Easement rights in the Vacated Property (the "Release of Temporary DWM Easement"), as described in the form attached hereto as described **Exhibit F**, which easement rights will no longer be needed for City ownership, access to or the use and maintenance following the completion of the Developers DWM Facility Work, subject to DWM's review, approval, and acceptance thereof, which Developers DWM Facility Work shall comply with the terms and conditions of the DWM OUC Letters and this Agreement. Such Release of Temporary DWM Easement will be delivered in accordance with the terms and conditions of this Agreement; and

WHEREAS, in consideration of the City's approval of the Vacation, and Subdivision and Dedication Ordinances, and the grants and releases of easements provided herein, Developers will perform the Developers DWM Facility Work and assume the corresponding obligations as provided in this Agreement.

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

1. Abandonment of Existing Water Mains. Pursuant to the terms and conditions of the DWM Vacation OUC Letters, **Exhibit E-1 and E-2** respectively, and this Agreement, the existing 8-inch water main located in W Armitage Avenue west of N Southport Avenue; 12-inch water main located in N Dominick Street from W Dickens Avenue to W McLean Avenue and in W McLean Avenue from N Dominick Street to N Southport Avenue; and the 12-inch water main located in N Southport Avenue from N Kingsbury Street to N Southport Avenue (collectively, the "Existing Water Mains") shall be abandoned. The new 16-inch water main in the proposed N Dominick Street must be installed and connected to the existing 24-inch water main in W Cortland Street before the existing 12-inch water main in N Southport Avenue can be abandoned. To maintain water quality, the water main in W Cortland Street may not be left as a dead end.
2. Grant of Temporary DWM Easement. On the Effective Date, subject to the terms and conditions stated in this Agreement, the Developers hereby grants and conveys, subject to the conditions set forth in Section 3 herein, the Temporary DWM Easement to the City in, on, over, under and through the Temporary DWM Easement Parcel, for the purposes detailed in Section 4(a) below.

3. Release of Temporary DWM Easement. The Release of the Temporary DWM Easement shall be provided to the Developers following the completion of the Developers DWM Facility Work, subject to DWM's review, approval, and acceptance of the Developers DWM Facility Work's compliance with the terms and conditions of the DWM OUC Letters, **Exhibits D-1 and D-2 and E-1 and E-2** respectively, and this Agreement. Such terms and conditions for the Release of the Temporary DWM Easement shall include:

   (i) the Temporary DWM Easement for the 24-inch public sewer on N Dominick St.;12-inch public sewer in W McLean Ave.; and 18-inch public sewer on

N Southport Ave., located in the Temporary DWM Easement Parcel, upon the Developers' construction of a new sewer mains within the Dedicated Property that replaces the function of the existing sewer mains within the Vacated Property, and subject to DWM's approval and acceptance of the new sewer mains, as part of the sewer relocation work into the new dedicated public right of way.

(ii) the Existing Water Mains, as defined in Section 1, located in the Temporary DWM Easement Parcel shall be released and quitclaimed upon the abandonment of the water mains located in the Temporary DWM Easement Parcel.

4. Conditions of Temporary DWM Easement.

The Temporary DWM Easement granted by Section 2 shall be subject to the following conditions:

a. For existing water mains and sewer mains, the Temporary DWM Easement shall be an easement over the entire width and length of the Vacated Property, including the previously vacated rights of way in N. Southport Avenue between W. Cortland Street and W. McLean Avenue and in W. Armitage Avenue from N. Southport Avenue west to the Chicago River for the existing water and sewer mains.

b. There shall be a minimum forty (40) feet of vertical clearance above ground level to provide access to construction machinery that would be necessary in the event of a break or if maintenance or relocation were required in the future.

c. DWM shall have continuous 24-hour access without any obstructions like fences, including safety fences, or bollards to any and all areas covered by the Temporary DWM Easement. The Developers shall provide DWM with access controls to all safety fences to allow DWM 24-hour access.

d. Subject to the terms and conditions of the DWM OUC Letters and this Agreement, and all proposed plans, including but not limited to the water main plans, for Improvements (as defined herein) must be submitted by Developers to DWM for review and approval by DWM prior to commencement of construction.

e. Developers - as the beneficiary of the Vacated Property where a temporary easement is required by DWM - shall be responsible, at Developers' sole cost and expense, for the repair, renewal, or replacement of any physical Improvements on the Vacated Property that may be damaged in connection with the maintenance and repair, or replacement of the sewer main or water main. Examples of such improvements include, but are not limited to, the landscape island, the private drainage system, lighting, pavement, and sidewalks (collectively, the "Improvements").

f. Developers - as the beneficiary of the Vacated Property where a temporary easement is required by DWM - shall be responsible, at Developers' sole cost and expense, for completely removing any obstacles for the

maintenance and repair, or replacement of the water mains and sewer mains by DWM.

g. Developers - as the beneficiary of the Vacated Property where a temporary easement is required by DWM - must follow landscape requirements per DWM requirements for DWM Existing Facilities protection.

h. Developers - as the beneficiary of the Vacated Property where a temporary easement is required by DWM - shall pay for any adjustments to DWM's facilities in the Vacated Property, as such adjustments are determined by DWM in its sole discretion, and shall include but not be limited to repairs or adjustments due to water main or sewer breaks, leaks, damage from construction operations, and any other repairs deemed necessary by DWM.

i. The Temporary Easement on the Vacated Property can be released after the existing facilities are abandoned and new facilities built by the Developers, as the beneficiary, within dedicated rights of way that replaces the functions of the water mains and sewers withing the Vacated Property and accepted by DWM.

j. Once the Temporary Easement is in place, DWM can release its rights in the previously vacated rights of way in N. Southport Avenue between W. Cortland Street and W. McLean Avenue and in W. Armitage Avenue from N. Southport Avenue west to the Chicago River.

k. All temporary easement documents must be reviewed and approved by DWM.

5. Use, Access, and Restoration of Temporary DWM Easement.

a. Use and access. The Temporary DWM Easement shall be an easement and right of way for Existing DWM Facilities, and for the maintenance, abandonment and/or removal of sewer or water mains or other municipally-owned service facilities now located or which in the future may be located in the Temporary DWM Easement Parcel, and for the maintenance, renewal, and reconstruction thereof, with the right of ingress and egress at all times upon reasonable notice. It is further provided that no buildings or other structures shall be erected in or on the Temporary DWM Easement Parcel, nor any use made of the Temporary DWM Easement Parcel, or the facilities located therein for support, which in the reasonable judgment of the municipal officials having control of the aforesaid service facilities would substantially interfere, in a material and adverse way, with the use, maintenance, renewal, or reconstruction of Existing DWM Facilities.

b. Restoration. If City conducts any work in the Temporary DWM Easement Parcel, City shall have no obligation to restore the Temporary DWM Easement Parcel.

6. Developers DWM Facility Work.

a. Upon execution of this Agreement, Developers will be responsible, at its sole cost and expense, for performing and completing the Developers DWM Facility Work as described in **Exhibit G** in accordance with the DWM OUC Letters, and subject to the terms of this Agreement.

b. Simultaneous with the Developers' payment to DWM for the abandonment of certain water mains and water main adjustments, as required and set forth in the DWM OUC Letters, attached hereto as **Exhibits D-1 and D-2 and E-1 and E-2**, the Developers shall provide DWM with an irrevocable, unconditional, standby letter of credit ("Letter of Credit") in an amount of One Million Four Hundred Ninety-Two Thousand Six Hundred Thirty-Five and no/100 Dollars ($1,492,635.00), for the deposit required in the DWM OUC Letters for the estimated cost, based on current rates for labor, materials, equipment, and overhead charges, for the Water Mains Installations.

c. Upon Developers' final completion of the Developers 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, and DWM acceptance of the water and sewer Developers DWM Facility Work, as required by the respective DWM OUC Letters and this Agreement, the DWM Commissioner shall provide the Developers with a separate written close out letter for each of the water and sewer Developers DWM Facility Work, and evidencing acceptance of the Developers DWM Facility Work. Following close out, turnover and acceptance of the Developers DWM Facility Work as provided herein, Developers shall have no obligation to maintain the New DWM Facilities, and the City will promptly return the Letter of Credit, or if the Letter of Credit is unavailable, the City will provide Developers and the issuer of the Letter of Credit a letter, acknowledgement, or such other document as the issuer may reasonably require to evidence that the City no longer has any interest in or right to draw against the Letter of Credit.

d. Subject to the requirements set forth herein, the Developers must provide the Letter of Credit substantially in the form set forth in **Exhibit H**, attached hereto, or as otherwise reasonably approved by the Corporation Counsel.

e. Notwithstanding anything to the contrary set forth in this Agreement, the City may recover any and all of its costs and expenses for performing, or causing to be performed, the Developers DWM Facility Work through the Letter of Credit. The City is entitled to draw on the Letter of Credit if proof of renewal of the Letter of Credit or a replacement letter of credit in form and substance reasonably satisfactory to the Corporation Counsel, and in the same amounts as the original Letter of Credit, and as such Letter of Credit shall be increased to the aggregate amount of One Million Four Hundred Ninety-Two Thousand Six Hundred Thirty-Five and no/100 Dollars ($1,492,635.00), as set forth in Section 5(b) herein, has not been furnished to DWM at the address set forth in Section 9 of this Agreement at least 30 days before the expiration date thereof, and the City will hold the proceeds as a cash security deposit to secure the full and faithful performance of Developers' obligations under this Agreement (and any such cash security deposit shall

be returned, if at all, in the same manner as the Letter of Credit would be returned pursuant to section 5(c) above). The City is not obligated to pay or credit Developers with interest on any security deposit. Unless otherwise approved in writing by the Commissioner of DWM, the Letter of Credit called for in this Agreement must be issued by companies or financial institutions authorized to do business in Illinois, reasonably satisfactory to the City's Corporation Counsel, and which have an office in Chicago where the City may draw on the Letter of Credit. If the financial condition of any letter of credit issuer issuing the letter of credit materially and adversely changes, the City may, at any time require that the Letter of Credit be replaced with a letter of credit in accordance with the requirements of this Section 5. None of the provisions contained in this Agreement or in the Letter of Credit are to be construed to excuse the faithful performance by Developers of the terms and conditions of this Agreement or limit the liability of Developers under this Agreement for any and all damages in excess of the amounts of the Letter of Credit. Notwithstanding anything to the contrary contained in this Agreement, the failure of the Commissioner to draw upon the Letter of Credit or to require Developers to replace the Letter of Credit at any time or times when the City has the right to do so pursuant to this Agreement does not constitute a waiver or modification of the Commissioner's rights to draw upon the Letter of Credit and to require Developers to maintain or, as the case may be, replace the Letter of Credit, all as provided in this Section 5.

f. Further, the City may seek any legal recourse available to it under this Agreement.

g. Developers shall obtain DWM's review and approval of the plans and specifications for the Developers DWM Facility Work prior to the commencement thereof, including any update of the completion dates set forth in **Exhibit I** ("Developers DWM Facility Work Schedule") in accordance with this Agreement. DWM agrees that its approval of the submitted plans and specifications will not be unreasonably withheld or delayed. Upon review and approval by DWM, such plans and specifications shall be known as the "Approved Plans".

h. Developers expressly agrees and warrants that the Developers DWM Facility Work shall be designed, constructed, and performed, at all times in a good and workmanlike manner and in compliance with all applicable federal, state local laws and regulations ("Law"), the Approved Plans, and this Agreement. To that end, Developers shall apply for and receive all necessary building, public way and other permits required by Law, including the Municipal Code of Chicago ("Permits") prior to commencement of the Developers DWM Facility Work.

i. Upon issuance of the Permits for the Developers DWM Facility Work, Developers shall diligently pursue completion of such Developers DWM Facility Work and, subject to Unavoidable Delays as defined in Section 10(e) below, shall complete such Developers DWM Facility Work in accordance

with this Agreement, the Permits, the Approved Plans, the Developers DWM Facility Work Schedule.

j. Developers shall be responsible, at its sole cost and expense, for obtaining approvals of or making suitable arrangements with (including payment to) the persons or entities owning or controlling any currently existing utilities or public service facilities (or replacements or upgrades thereof in currently existing locations) and that are duly authorized to occupy the public way and are required to be removed, relocated, altered, additionally maintained or restored because of the Developers DWM Facility Work ("Existing Utility Facilities").

k. Following the completion of the inspection, including any testing required by applicable permits, of the Developers DWM Facility Work in accordance with and pursuant to the Permits, City will provide a punch list of items of Developers DWM Facility Work that are to be completed by Developers prior to acceptance by the City Upon Developers' final completion of the Developers 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, and acceptance of the water and sewer Developers DWM Facility Work, the DWM Commissioner shall provide the Developers with a separate written close out letter for each of the water and sewer Developers DWM Facility Work, as required by the respective DWM OUC Letters and this Agreement, and accepting the Developers DWM Facility Work. Following close out, turnover and acceptance of the Developers DWM Facility Work as provided herein, Developers shall have no obligation to maintain the New DWM Facilities.

6. The Developers agrees that it will conduct and perform the Developers DWM Facility Work consistent with the obligations, requirements and timing in DWM OUC Letters and this Agreement and subject to the final approval and acceptance of DWM.

7. Indemnities.

a. Indemnity of City by Developers. To the full extent of the Law, Developers hereby agrees to indemnify, hold harmless and defend City, its officials, officers, employees, and agents ("City Parties") from and against any and all claims, demands, damages, lawsuits, legal proceedings, losses, liens, liabilities, judgments, orders or decrees, and all costs and expenses (including, without limitation, actual attorneys' fees, court costs, and other reasonable expenses of litigation) ("Claims"), for the death or injury of any person, or property damage whatsoever arising or resulting from the Developers' performance or non-performance of the Developers DWM Facility Work, or the use of or entry in the Temporary DWM Easement Parcel by Developers, its employees, agents, and contractors ("Developers Parties"). In the event City receives notice of a Claim for which it desires to be covered by this indemnity, City shall notify Developers in writing and tender said defense to Developers. In such event, and subject to such additional written authorizations by the City as shall be reasonably required therefor, Developers shall appear in City's name and shall vigorously defend

such Claim at Developers' expense. City shall cooperate with Developers and may reasonably participate in the defense of the Claim; provided however, that Developers shall not enter into any settlement of any such Claim without the consent of City, which consent shall not be unreasonably withheld or denied. This remedy is not exclusive.

b. Survival of Indemnities. The provisions of this Section 7 shall survive any termination of this Agreement or the Temporary DWM Easement, or the Release of the Temporary DWM Easement, but it shall not apply to Claims arising from events occurring after such termination or Release of Temporary DWM Easement.

8. Insurance during Developers DWM Facility Work. Prior to the commencement of Developers DWM Facility Work, the Developers shall procure and maintain, at all times and continuing until the completion of such activities, including any period when any contractor is required to return to complete or correct any prior work, all of the types and coverages of insurance and endorsements specified in **Exhibit J** which is attached and incorporated.

9. Notices. All notices or other communications required or permitted pursuant hereto shall be in writing and shall be deemed to have been given upon receipt.

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

If to City, at:

City of Chicago
Department of Water Management
1000 E. Ohio Street
Chicago, IL 60611
Attn: Commissioner

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

If to Developers:

Alloy Property Company, LLC
2711 N. Haskell Avenue
Suite 1700
Dallas, TX 75204
Attn: Laura P. Sims
Email: lsims@hudson-advisors.com

Alloy Property Company 2, LLC
2711 N. Haskell Avenue
Suite 1700
Dallas, TX 75204
Attn: Laura P. Sims
Email: lsims@hudson-advisors.com

1511 W. Webster, LLC
333 North Green Street, Suite 1100
Chicago, IL 60607
Attn: Legal Notices

With a copy to:
DLA Piper LLP (US)
444 W. Lake Street, Suite 900
Chicago, Illinois 60606
Attn: Katie Jahnke Dale

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

10. General
    a. Illinois Law. This Agreement has been negotiated, executed, and delivered at Chicago, Illinois and shall be construed and enforced in accordance with the laws of Illinois, including the law of public trust with respect to the use and occupation of the public way.
    b. Partial Invalidity. If any clause, sentence, or other portion of this Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portion hereof shall remain in full force and effect.
    c. Runs with the Land. All provisions hereof, including the benefits and burdens, shall run with the land, and shall be binding upon and enforceable by, and shall inure to the benefit of City and Developers and their respective successors and assigns. Upon a bona fide conveyance of all right, title and interest in the Developers Parcel to a successor owner, all obligations of performance shall be enforceable against the transferee and not against the transferor from and after the date of conveyance. If Developers are not in default of any of their obligations under this Agreement, then Developers shall have the right to assign their obligations under this Agreement to a third party that is not ineligible to contract with the City and which has submitted a complete Economic Disclosure Statement and Affidavit package to the City, and, thereafter, such obligations shall be enforceable against such assignee and not the Developers, provided that the terms of such assignment shall be subject to DWM's reasonable approval, which approval may be conditioned, among other things, upon the third party's indemnifying the City for Claims for the death or injury of any person, or property damage whatsoever arising or resulting from the Developers' performance or non-performance of the Developers DWM Facility Work, or the use of or entry in the Temporary DWM Easement Parcel by Developers Parties.

d. No Third-Party Beneficiaries. The rights granted herein are intended solely for the benefit of the Parties. No other person or entity shall have any rights hereunder nor may such person enforce any of the terms or be entitled to any of the benefits hereof.

e. Unavoidable Delays. The period within which a party is required to perform an obligation hereunder shall be extended to the extent caused by Unavoidable Delays commencing on the date that such party delivers to the other party to which the obligation is owed a written notice describing in detail the Unavoidable Delay and its specific effect on such party's ability to perform the obligation. As used herein "Unavoidable Delays" shall mean delays due to strikes, lockouts, labor troubles, inability to procure labor or materials or reasonable substitutes therefor, failure of power, fire or other casualty damage, war or civil disorder, or other causes beyond the reasonable control of the party delayed; provided Unavoidable Delays hereunder shall not include delays resulting from changes in economic or market conditions, or financial or internal problems of the Parties. This section shall not apply to the obligation to indemnify as provided in Section 7 or the obligation to provide insurance as provided in Sections 7 or 8 of this Agreement, any obligation to pay money, or any obligation or problems that can be reasonably satisfied by the payment of money.

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

ALLOY PROPERTY COMPANY, LLC,

a Delaware limited liability company

By:_____
Name:
Title:

ALLOY PROPERTY COMPANY 2, LLC,

a Delaware limited liability company

By:_____
Name:
Title:

1511 W. WEBSTER, LLC,

a Delaware limited liability company

By:_____
Name:
Title:

CITY OF CHICAGO,
an Illinois home rule municipality

By: _____
Name: Andrea R,H. Cheng, Ph.D., P.E.
Title: Commissioner of Water Management

Approved As To Form And Legality:

By: _____
Name:_____
Title: Senior Counsel

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that _____, _____ of **ALLOY PROPERTY COMPANY, LLC**, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this ____ day of _____, 20__.

	_____ Notary Public
My Commission Expires:_____	

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that _____, _____ of **ALLOY PROPERTY COMPANY 2, LLC**, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this ____ day of _____, 20__.

	_____ Notary Public
My Commission Expires:_____	

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that _____, _____of **1511 W. WEBSTER, LLC**, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this ____ day of _____, 20__.

	_____ Notary Public
My Commission Expires:_____	

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Andrea R.H. Cheng, Ph.D., P.E., Commissioner of the Department of Water Management of THE CITY OF CHICAGO, an Illinois home rule municipality, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this ____ day of _____, 20__.

	_____ Notary Public
My Commission Expires:_____	

JOINDER

The undersigned hereby joins in the execution of this Agreement for the sole purpose of evidencing the undersigned's agreement for Lot 2 to be bound by the easement terms contained herein.

1511 W. WEBSTER, LLC,

a Delaware limited liability company

By:_____
Name:
Title:

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that _____, _____ of **1511 W. WEBSTER, LLC,** a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this ____ day of _____, 20__.

	_____ Notary Public
My Commission Expires:_____	

EXHIBIT A

DEVELOPERS PARCEL

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 IN LINCOLN YARDS NORTH SUBDIVISION RECORDED _____, AS DOCUMENT _____, BEING A SUBDIVISION OF VARIOUS LOTS AND BLOCKS IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT B

DEDICATED PROPERTY

[Attached]

subexhibit B to Exhibit B of ordinance

EXHIBIT "A"

LINCOLN YARDS NORTH RESUBDIVISION

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

NEW LOTS AND STREET DEDICATIONS CREATED BY THIS SUBDIVISION

GRAPHIC SCALE

LEGEND

HEREBY DEDICATED

BUILDING FOOT PRINT

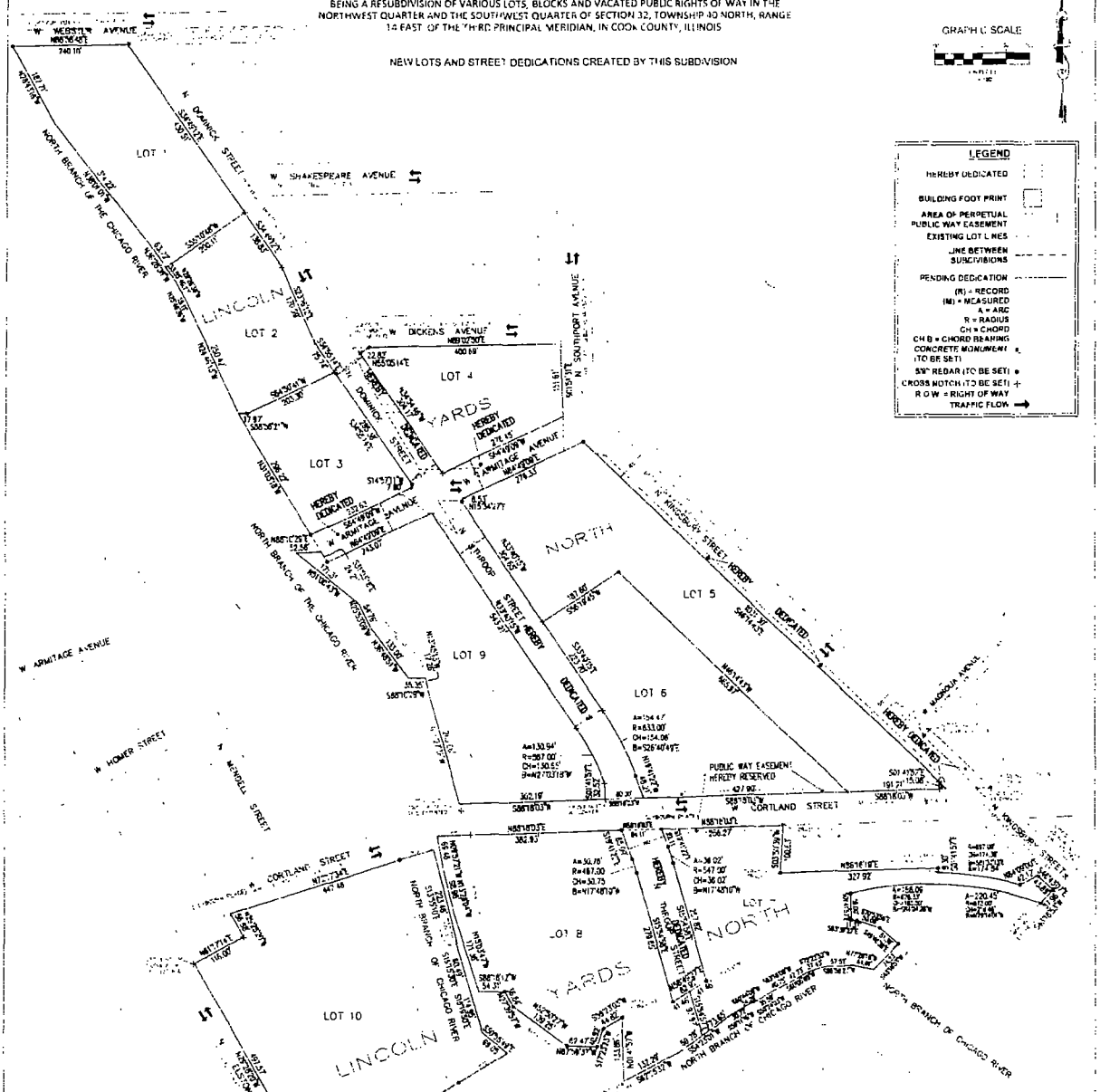
AREA OF PERPETUAL PUBLIC WAY EASEMENT

EXISTING LOT LINES

LINE BETWEEN SUBDIVISIONS

PENDING DEDICATION

(R) = RECORD
(M) = MEASURED
A = ARC
R = RADIUS
CH = CHORD
CH B = CHORD BEARING
CONCRETE MONUMENT (TO BE SET)
5/8" REBAR (TO BE SET) ●
CROSS NOTCH (TO BE SET) +
R O W = RIGHT OF WAY
TRAFFIC FLOW



SURVEYOR'S NOTES

[illegible]

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SEE SHEET NUMBER 2 OF 7 FOR ADDITIONAL INFORMATION, LEGAL DESCRIPTIONS AND EXISTING EASEMENTS AFFECTING THIS LOT

MINIMUM NATIONAL ACCURACY STANDARDS FOR ORTHOGRAPHIC MEASUREMENTS BY TRADITIONAL METHODS AND INSTRUMENTATION

SEE REBAR OR CROSS NOTCH TO BE SET AT REMAINING LOT CORNERS PER BUILDING STATE STATUTE AFTER PLAT RECORDING AND UNLESS OTHERWISE NOTED HEREON. LOT CORNERS ALONG WATER THE SHALL NOT BE SET

TABLE OF CONTENTS

PAGE 1	NEW LOTS AND STREET DEDICATIONS
PAGE 2	UNDERLYING AND ADJOINING PROPERTY OF RECORD
PAGE 3	SURVEY PARCEL 1 EXISTING EASEMENTS AND PHYSICAL IMPROVEMENTS
PAGE 4	SURVEY PARCEL 2 EXISTING EASEMENTS AND PHYSICAL IMPROVEMENTS
PAGE 5	SURVEY PARCEL 3 EXISTING EASEMENTS AND PHYSICAL IMPROVEMENTS
PAGE 6	[illegible]
PAGE 7	LEGAL DESCRIPTIONS OF SUBDIVIDED PROPERTY AND CERTIFICATIONS

GREWLEY & BEDERMANN, INC.

2020-27544-001 | 1 of 7

Sept. 18, 2022

CDOT #32-02-20-3936

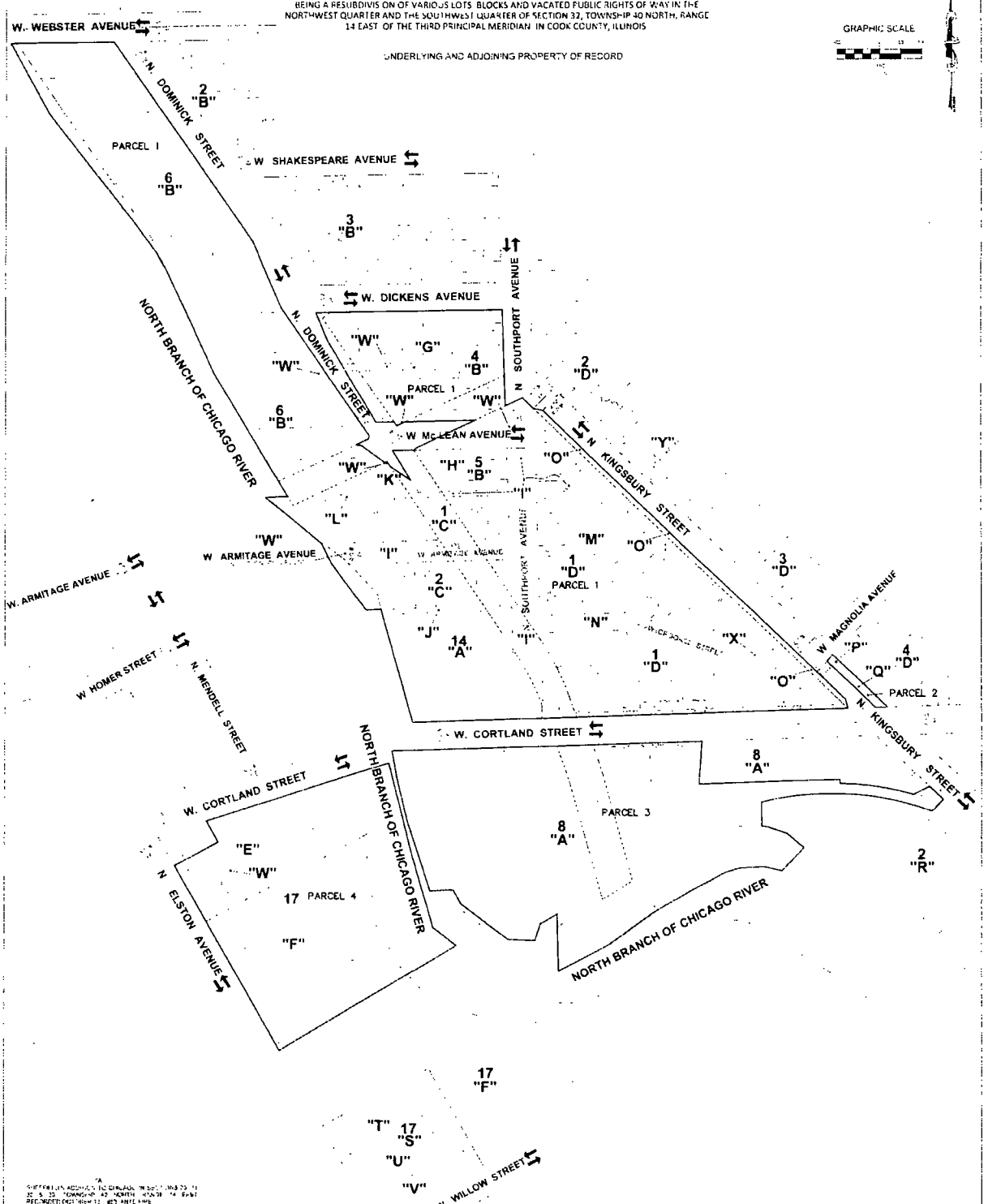
EXHIBIT "A"

LINCOLN YARDS NORTH RESUBDIVISION

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

UNDERLYING AND ADJOINING PROPERTY OF RECORD

GRAPHIC SCALE



CDOT #32-02-20-3936

SEPT. 13, 2022

GREMLEY & BIEDERMANN

2020-27544-001

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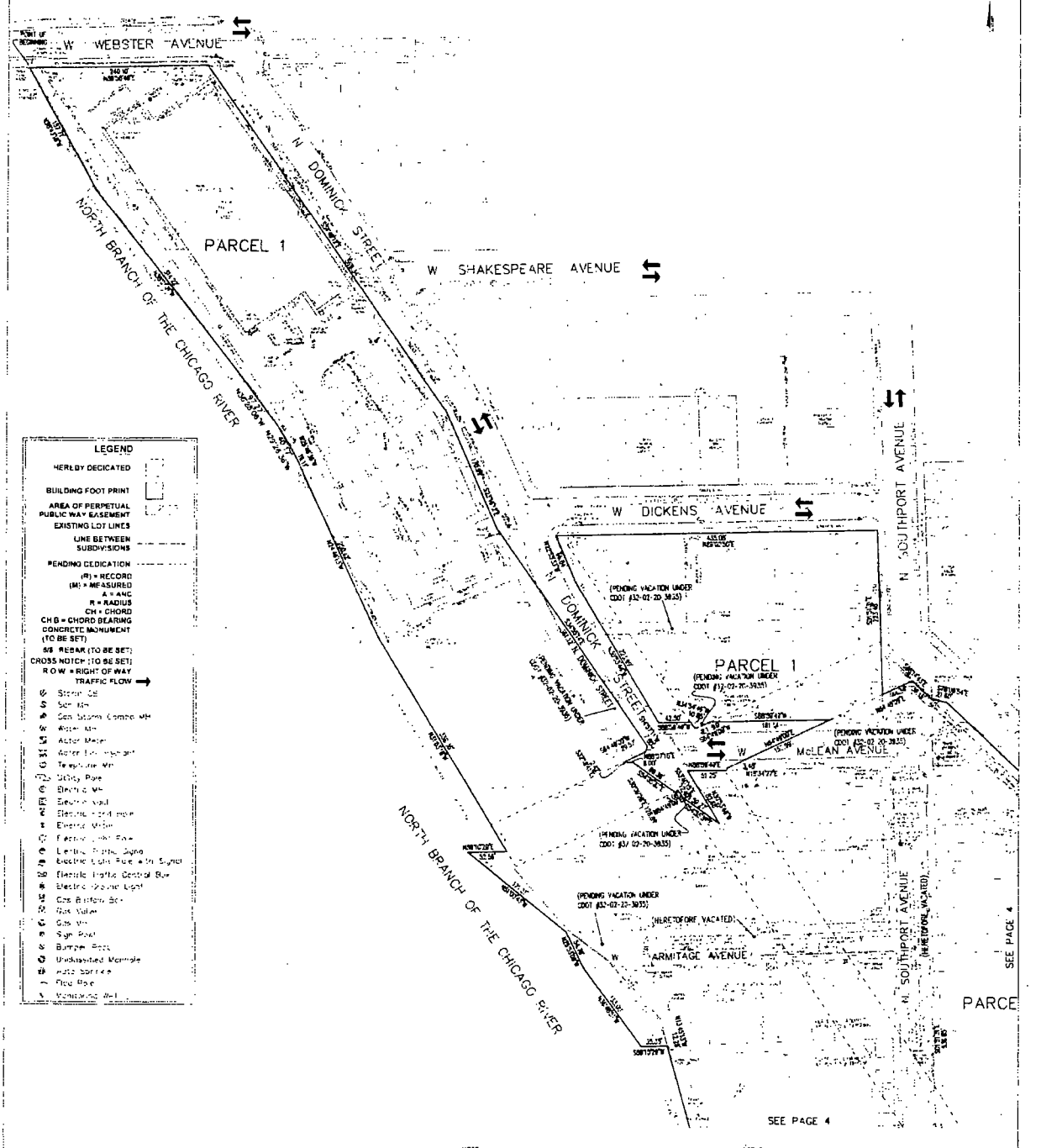
EXHIBIT "A"

LINCOLN YARDS NORTH RESUBDIVISION

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

SURVEY PARCELS, EXISTING EASEMENTS AND PHYSICAL IMPROVEMENTS

GRAPHIC SCALE



NOTE
THE SURVEYED ESTATE DESCRIBED IN THE ASSIGNMENT OF EASEMENT REC. APR. 19, 1994 AS DOC. #94223047 IS THE SAME PROPERTY LOCATED IN ORDINANCE REC. JAN. 7, 1994 AS DOC. #94010124

NONEXCLUSIVE EASEMENT FOR PEDESTRIAN, ALL VEHICULAR ACCESS AND EGRESS WAS GRANTED OVER THE SURVEYED ESTATE NOTED ABOVE

NOTE 2
THE PREMISES DESCRIBED IN ELECTRICAL EASEMENT AGREEMENT REC. JAN. 5, 1994 AS DOC. #94013035 IS THE SAME PROPERTY LOCATED IN ORDINANCE REC. JAN. 5, 1994 AS DOC. #94010124

Sept. 13, 2022

CDOT #32-02-20-3936

GREENLEY & BRUCHMANN

2020-27544-001

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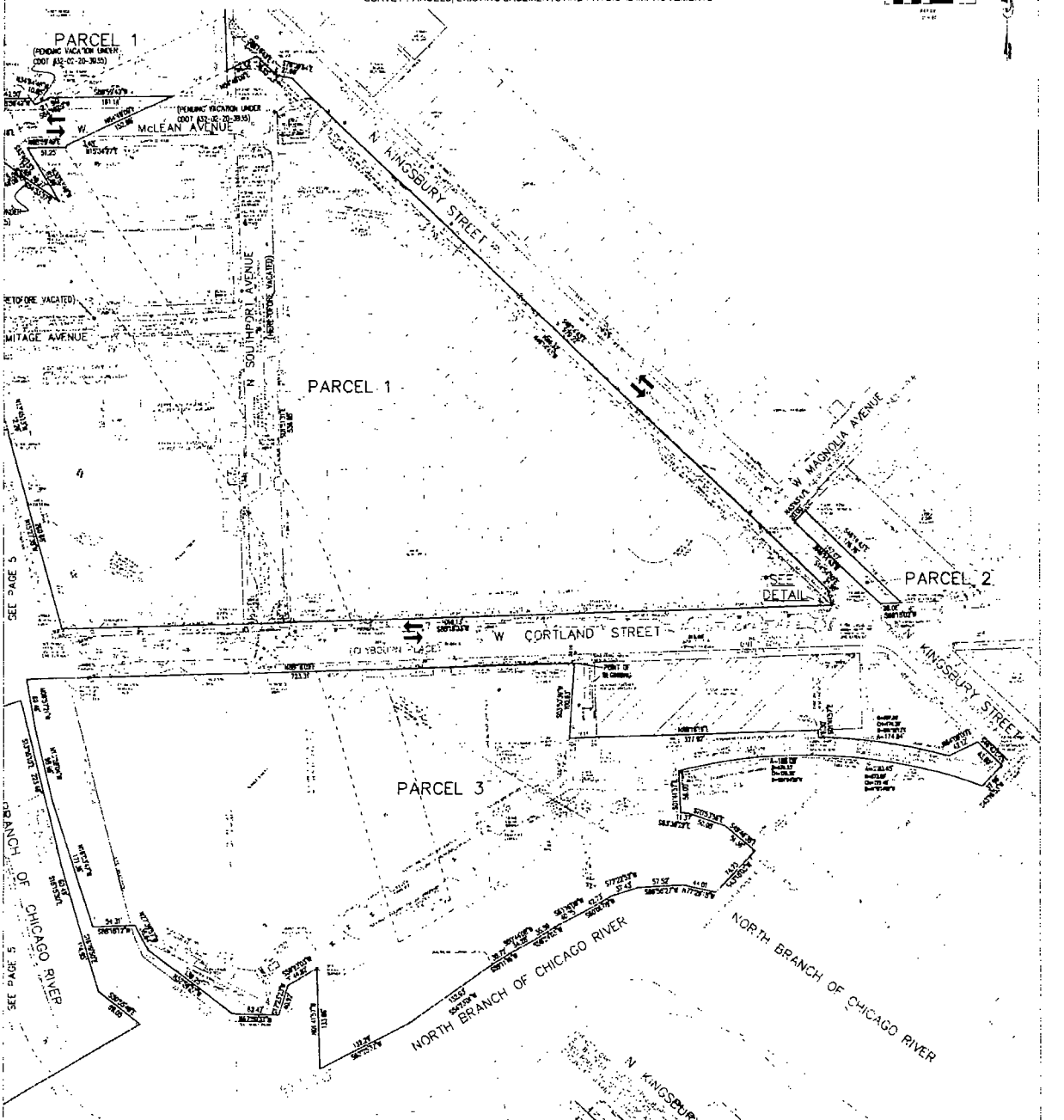
EXHIBIT "A"

LINCOLN YARDS NORTH RESUBDIVISION

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

SURVEY PARCELS, EXISTING EASEMENTS AND PHYSICAL IMPROVEMENTS

GRAPHIC SCALE



LEGEND

HEREBY DEDICATED
BUILDING FOOT PRINT
AREA OF PERPETUAL PUBLIC WAY EASEMENT
EXISTING LOT LINES
LINE BETWEEN SUBDIVISIONS
PENDING DEDICATION
(R) = RECORD
(M) = MEASURED
A = ARC
R = RADIUS
CH = CHORD
CH B = CHORD BEARING
CONCRETE MONUMENT (TO BE SET)

5/8" REBAR (TO BE SET) ●
CROSS NOTCH (TO BE SET) +
R O W = RIGHT OF WAY
TRAFFIC FLOW →
Electric Traffic Control Box
Electric Vault Light
Electric Joint Hole
Electric Traffic Signal
Electric Light Pole with Light
Gas Valve Box
Gas Valve
Gas Vault
Sign Post
Bumper Post
Underground Manhole
Water Valve
Flag Pole
Monitoring Well
Sign Post
Bumper Post
Underground Manhole
Water Valve
Flag Pole
Monitoring Well
Electric Meter

NOTE 1
THE PERMANENT EGRESS DESCRIBED [illegible] HEREON [illegible] SHALL BE THE [illegible] ORDINANCE FEE JULY 5, 1994 AS [illegible]

NOTE 2
THE PRIVATE [illegible] EASEMENT AGREEMENT [illegible] BY ORDINANCE DEC. JAN. [illegible] 1991 AS DOC. [illegible]

NONEXCLUSIVE EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS WAS GRANTED OVER THE PERMANENT EGRESS [illegible]

Sept. 13, 2022

CDOT #32-02-20-3936

GREMLEY & BIEDERMANN

2020-27544-001

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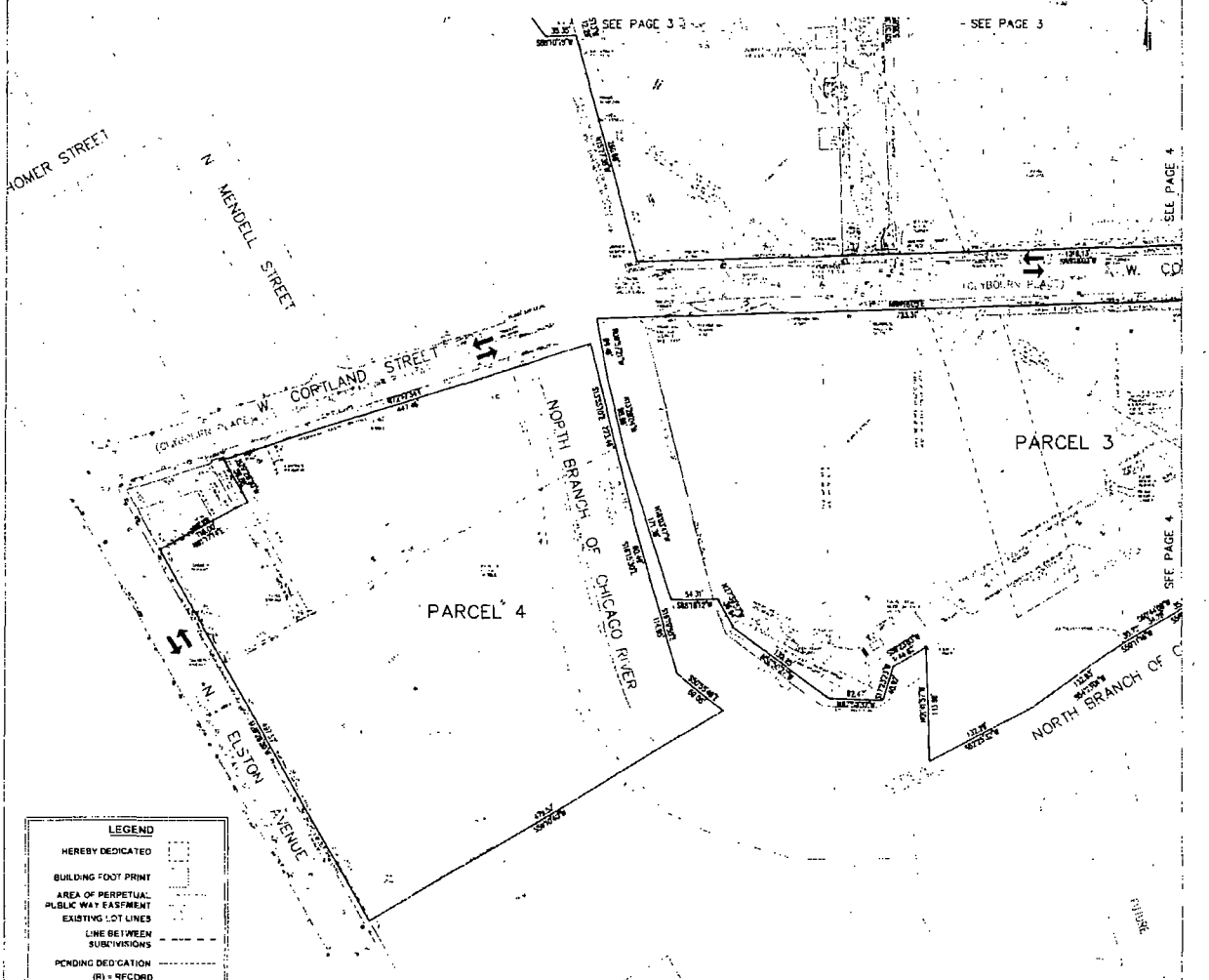
EXHIBIT "A"

LINCOLN YARDS NORTH RESUBDIVISION

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

SURVEY PARCELS EXISTING EASEMENTS AND PHYSICAL IMPROVEMENTS

GRAPHIC SCALE



LEGEND

- HEREBY DEDICATED
- BUILDING FOOT PRINT
- AREA OF PERPETUAL PUBLIC WAY EASEMENT
- EXISTING LOT LINES
- LINE BETWEEN SUBDIVISIONS
- PENDING DEDICATION
- (R) = RECORD
- (M) = MEASURED
- A = ARC
- R = RADIUS
- CH = CHORD
- CH B = CHORD BEARING
- CONCRETE MONUMENT (TO BE SET)
- 5/8" REBAR (TO BE SET)
- CROSS NOTCH (TO BE SET)
- R.O.W. = RIGHT OF WAY
- TRAFFIC FLOW
- Storm MH
- Sanitary MH
- Sanitary Sewer MH
- Water MH
- Water Valve
- Water Line Hydrant
- Telephone MH
- Utility Pole
- Electric MH
- Electric Vault
- Electric Hand Hole
- Electric Meter
- Exterior Light Pole
- Electric Traffic Signal
- Electric Light Pole with Signal
- Electric Traffic Control Box
- Electric Underground Light
- Gas Service Box
- Gas Valve
- Gas MH
- Sign Pole
- Bollard Post
- Underground Manhole
- Water Sprinkler
- Flag Pole
- Monitoring Well

NOTE:
THE PERPETUAL PUBLIC WAY EASEMENT FOR EASEMENT RECORDED APRIL 18, 1994 AS DOC. #94321434 IS THE SAME PROPERTY VACATED BY ORDINANCE REC. JAN 5, 1994 AS DOC. #94314434

NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS HAS GRANTED OVER THE SERVENT ESTATE NOTED ABOVE

NOTE:
THE PERPETUAL RECORDED IN RECIPROCAL EASEMENT AGREEMENT DOC. JAN 5, 1994 AS DOC. #94314434 IS THE SAME PROPERTY VACATED BY ORDINANCE REC. JAN 5, 1994 AS DOC. #94314434

AREA OF PERPETUAL PUBLIC WAY EASEMENT
SEE PAGE 6

SURVEYOR'S NOTES

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GREMLEY & BIEDERMANN

2020-27544-001

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Rl
SEPT. 13, 2022

CDOT #32-02-20-3936

EXHIBIT "A"

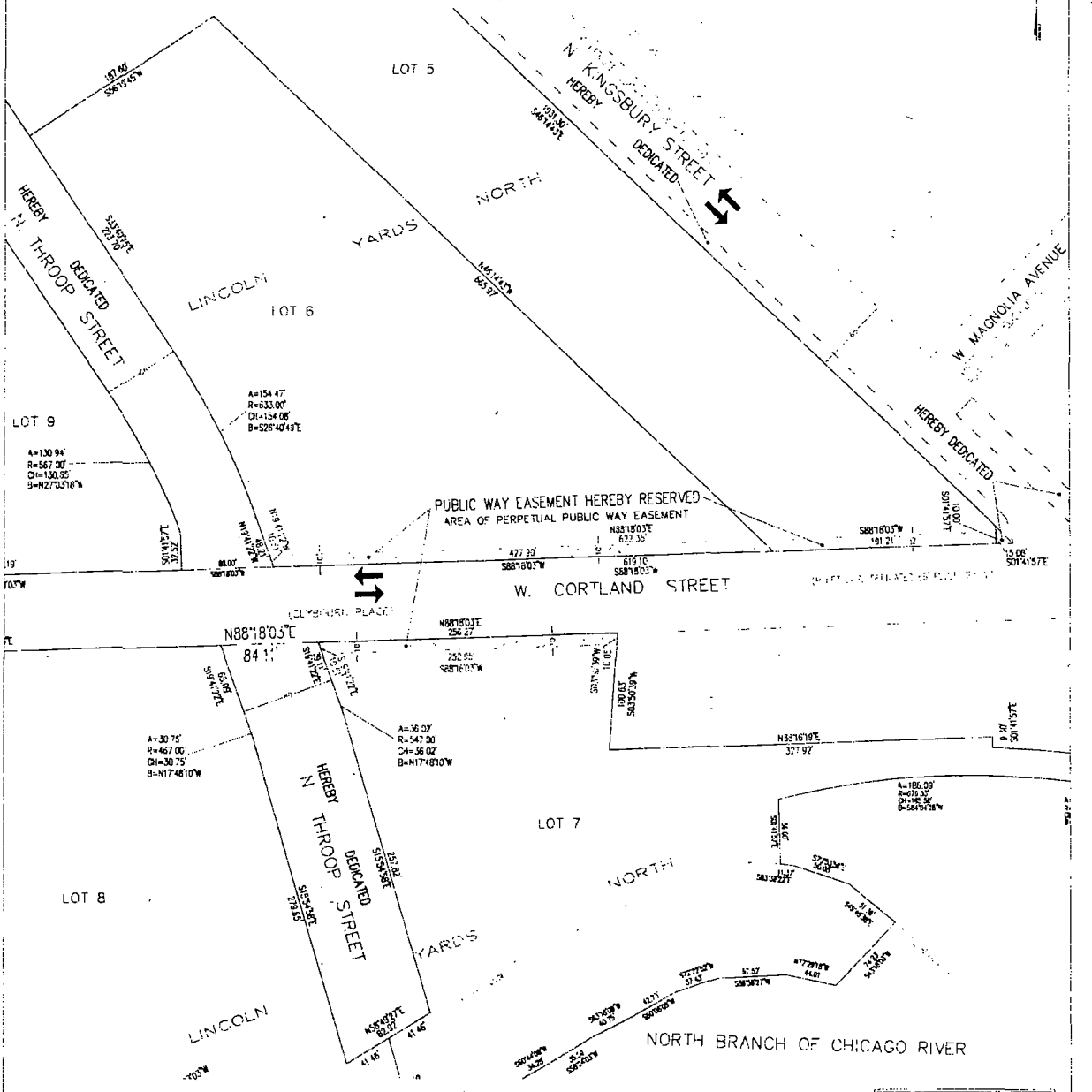
LINCOLN YARDS NORTH RESUBDIVISION

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

GRAPHIC SCALE

AREA OF PERPETUAL PUBLIC WAY EASEMENT

Total Area of Easement = 18,748.9 square feet or .201 acres more or less



LEGEND

- HEREBY DEDICATED
- BUILDING FOOT PRINT
- AREA OF PERPETUAL PUBLIC WAY EASEMENT
- EXISTING LOT LINES
- LINE BETWEEN SUBDIVISIONS
- PENDING DEDICATION
- (R) = RECORD
- (M) = MEASURED
- A = ARC
- R = RADIUS
- CH = CHORD
- CH B = CHORD BEARING
- CONCRETE MONUMENT (TO BE SET)
- 5/8" REBAR (TO BE SET) ●
- CROSS NOTCH (TO BE SET) +
- R.O.W. = RIGHT OF WAY
- TRAFFIC FLOW

OWNER'S CERTIFICATE

SURVEY NOTES

Field measurements completed on OCTOBER 19, 2017

Compare all points BEFORE building, adjusting, setting and reporting any differences BEFORE damage is done.

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

Unless otherwise noted hereon the Bearing Basis (Meridian) Datum and Coordinate Datum shown is ASSUMED.

Sept. 13, 2022

CDOT #32-02-20-3936

GREMLEY & BIEDERMANN
PLANNING & DEVELOPMENT CONSULTANTS
CIVIL ENGINEERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL CONSULTANTS
TRANSPORTATION CONSULTANTS
ZONING CONSULTANTS
ECONOMIC DEVELOPMENT CONSULTANTS
PROJECT NO. 2020-27544-001 | SHEET NO. 6 of 7

EXHIBIT "A"

LINCOLN YARDS NORTH RESUBDIVISION

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

LEGAL DESCRIPTION

ALL OF PARCEL 1: LOTS 1 TO 12 INCLUSIVE IN SUB BLOCK [illegible] DOMINICK'S SUBDIVISION OF LOTS 1, 2 AND 3 IN BLOCK 14 IN SHEFFIELD'S ADDITION TO CHICAGO [illegible]

[illegible] PENDING VACATION UNDER CDOT #32-02-20-3936; AS VACATED BY ORDINANCE PASSED ______ 20__ AND RECORDED ______ 20__ AS DOCUMENT NO. ______ ALL TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT [illegible] DOMINICK'S SUBDIVISION AFORESAID; [illegible]

[illegible]

SEE PAGES 3, 4 & 5 FOR DEPICTION OF THE ABOVE LEGAL DESCRIPTIONS

AFFECTED PINS

[illegible]

CHICAGO DEPARTMENT OF TRANSPORTATION

CHICAGO DEPARTMENT OF FINANCE

COOK COUNTY

OWNER'S CERTIFICATE

[illegible]

ALLOY PROPERTY COMPANY LLC

[illegible]

OWNER'S CERTIFICATE

[illegible]

1515 WEST WEBSTER LLC

[illegible]

Notary Public

SURVEYOR'S CERTIFICATE
STATE OF ILLINOIS
COUNTY OF COOK

[illegible] ILLINOIS LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED THE ABOVE DESCRIBED PROPERTY.

I FURTHER CERTIFY THAT THE PROPERTY DESCRIBED HEREON IS LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT PORTIONS OF THE PROPERTY APPEAR IN SPECIAL FLOOD AREAS [illegible]

DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECTED TO A TEMPERATURE OF 62° FAHRENHEIT. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

ALL REMAINING LOT CORNERS, EXCEPT THOSE WITHIN THE CHICAGO RIVER, WILL BE SET AFTER PLAT RECORDATION PER ILLINOIS STATE STATUTE.

[illegible] AUTHORIZE THE OWNER OF THE [illegible] PLAT OF SUBDIVISION WITH THE COOK COUNTY RECORDER'S OFFICE.

FIELD MEASUREMENTS COMPLETED ON AUGUST [illegible]

SIGNED ON SEPTEMBER 13, 2022

BY ______

PROFESSIONAL ILLINOIS LAND SURVEYOR NO. [illegible]
MY LICENSE EXPIRES NOVEMBER 30, 2022

DESIGN FIRM LICENSE NO. 184-005332
EXPIRATION DATE APRIL 30, 2023

PREPARED FOR / MAIL TO

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

GREMLEY & BIEDERMANN

ORDER NO.	DATE	PAGE NO.
2020-27544-001	[illegible]	7 of 7

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SEPT. 13, 2022

CDOT #32-02-20-3936

EXHIBIT C

VACATED PROPERTY

[Attached]

Subexhibit C to Exhibit B of ordinance

EXHIBIT "A"

PLAT OF VACATION

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

GRAPHIC SCALE

100 0 50 100

(IN FEET)
1" = 100

LEGEND

- HEREBY VACATED
- BUILDING FOOT PRINT
- EXISTING LOT LINES
- LINE BETWEEN SUBDIVISIONS
- PENDING DEDICATION
- AREA OF PERPETUAL PUBLIC WAY EASEMENT
- (R) = RECORD
- (M) = MEASURED
- RAD = RADIUS
- CH = CHORD
- CH B = CHORD BEARING
- R.O.W. = RIGHT OF WAY
- SET 5/8" REBAR
- TRAFFIC FLOW

"A"
SHEFFIELD'S ADDITION TO CHICAGO IN SECTIONS 29, 31 32 & 33 TOWNSHIP 40 NORTH, RANGE 14 EAST RECORDED OCTOBER 13, 1853 ANTE-FIRE

"B"
W.F. DOMINICK'S SUBDIVISION OF LOTS 1 2 & 3 OF BLOCK 14 OF SHEFFIELD'S ADDITION TO CHICAGO (SEE "A") ANTE-FIRE

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

"D"
SUBDIVISION OF BLOCK 13 IN SHEFFIELD'S ADDITION TO CHICAGO (SEE "A") RE-RECORDED NOVEMBER 22, 1882 AS DOCUMENT NO 453835, ANTE-FIRE

"E"
SUBDIVISION OF LOT 1 IN BLOCK 17 IN SHEFFIELD'S ADDITION TO CHICAGO RECORDED MARCH 31 1894 AS DOCUMENT NO 2016995

"F"
SUBDIVISION OF BLOCKS 17, 18, 20, 21 (EXCEPT LOTS 1 6 & 12 IN SAID BLOCK 21) 27, 28, 29, 30, 31, 32 (EXCEPT LOTS 1, 2, 3, 6 & 7), 33, 38, 39, 40 & 41 IN SHEFFIELD'S ADDITION TO CHICAGO (BY TRUSTEES OF CHICAGO LAND CO.) RECORDED OCTOBER 22 1856 ANTE-FIRE

"G"
VACATED BY ORDINANCE PASSED MARCH 8 1995 RECORDED AUGUST 30 1995 AS DOCUMENT NO 95574351

"H"
VACATED BY ORDINANCE PASSED JANUARY 30 1905 RECORDED FEBRUARY 27 1905 AS DOCUMENT NO 3658389

"I"
VACATED BY ORDINANCE PASSED OCTOBER 7 1993 RECORDED JANUARY 5 1994 AS DOCUMENT NO 94014634

"J"
VACATED BY ORDINANCE PASSED JUNE 17, 1966 RECORDED SEPTEMBER 14, 1966 AS DOCUMENT NO 19942486

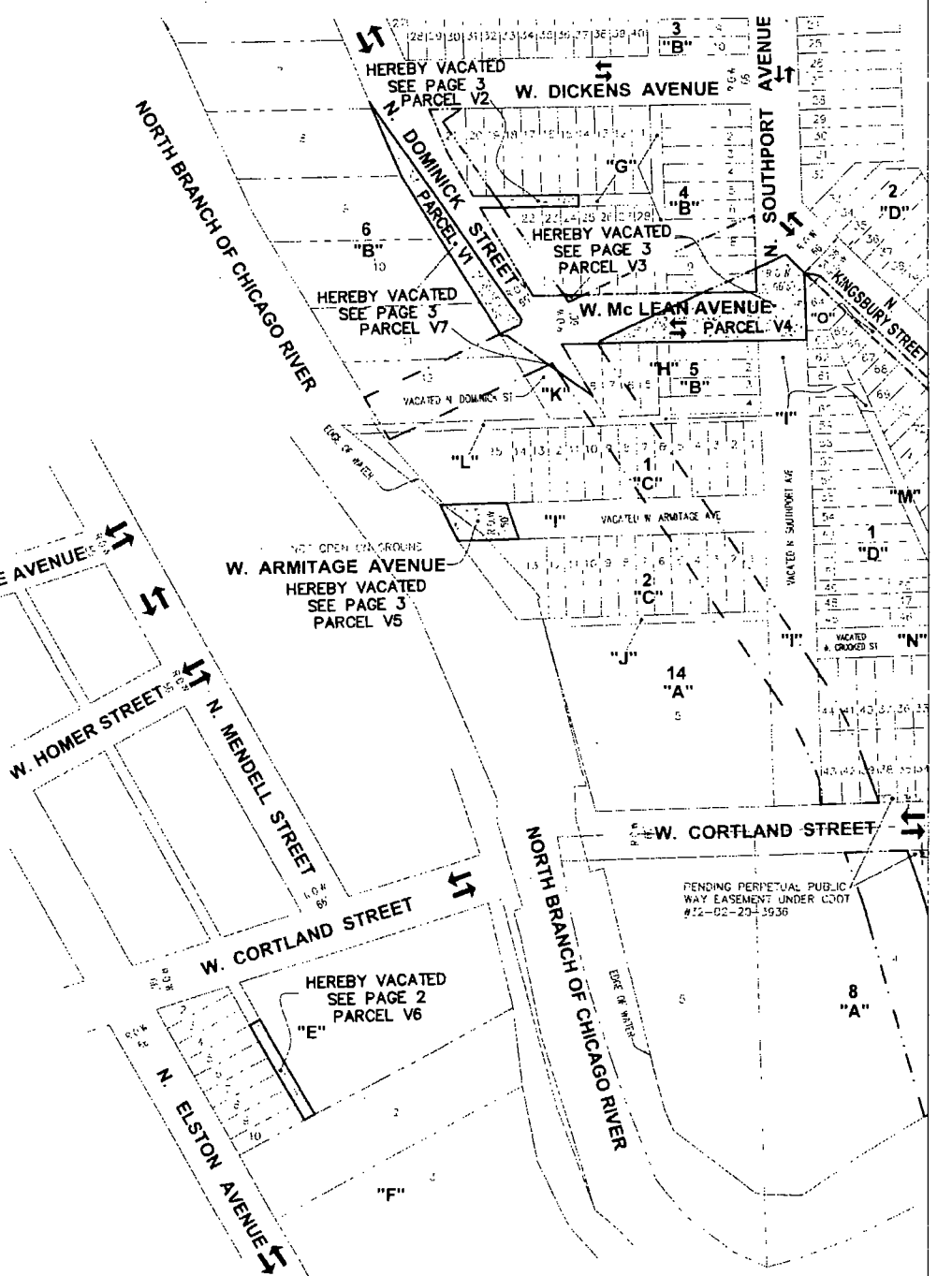
"K"
VACATED BY ORDINANCE PASSED DECEMBER 9 1955 RECORDED MARCH 2, 1956 AS DOCUMENT NO 16509792

"L"
VACATED BY ORDINANCE PASSED MARCH 28 1964 RECORDED APRIL 30 1964 AS DOCUMENT NO 19114304 AND RE-RECORDED MAY 7 1964 AS DOCUMENT NO 19121032

"M"
VACATED BY ORDINANCE PASSED JUNE 14, 1951 RECORDED JULY 26 1951 AS DOCUMENT NO 15125221

"N"
VACATED BY ORDINANCE PASSED JUNE 10, 1960 RECORDED AUGUST 22, 1960 AS DOCUMENT NO 17943256

"O"
VACATED BY ORDINANCE PASSED MAY 30 1984 RECORDED AUGUST 13, 1984 AS DOCUMENT NO 27212282



Ref Sept. 13, 2022

CDOT #32-02-20-3935

GREWLEY & BEDERMANN

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EXHIBIT "A"

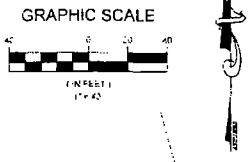
PLAT OF VACATION

LEGAL DESCRIPTION

ALL THAT (PARCEL V6) PART OF THE NORTH-SOUTHERLY 16 FOOT WIDE PUBLIC ALLEY LYING EASTERLY OF AND ADJOINING LOTS 5 TO 10, AND LYING WEST OF AND ADJOINING THAT PART OF LOT 1 ALL INCLUSIVE, IN THE SUBDIVISION OF LOT 1 OF BLOCK 17 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MARCH 31, 1894 AS DOCUMENT NUMBER 2016956, DESCRIBED AS FOLLOWS

BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 10 AFORESAID; THENCE NORTH 61 DEGREES 17 MINUTES 14 SECONDS EAST ALONG THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 10 AFORESAID 16.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1 IN THE SUBDIVISION OF LOT 1 OF BLOCK 17 AFORESAID, THENCE NORTH 29 DEGREES 28 MINUTES 20 SECONDS WEST ALONG SAID WESTERLY LINE OF LOT 1, A DISTANCE OF 150.00 FEET TO THE INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 5 AFORESAID; THENCE SOUTH 61 DEGREES 17 MINUTES 14 SECONDS WEST ALONG SAID EASTERLY EXTENSION 16.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 5, THENCE SOUTH 29 DEGREES 28 MINUTES 20 SECONDS EAST ALONG THE EASTERLY LINE OF LOTS 5 TO 10, INCLUSIVE, 150.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. SAID ABOVE DESCRIBED PARCEL CONTAINING 2,400 SQUARE FEET OR 0.055 ACRES, MORE OR LESS.

GRAPHIC SCALE



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

SEPT 13, 2022

CDOT #32-02-20-3935

GREMLEY & BIEDERMANN

2019-26965-001

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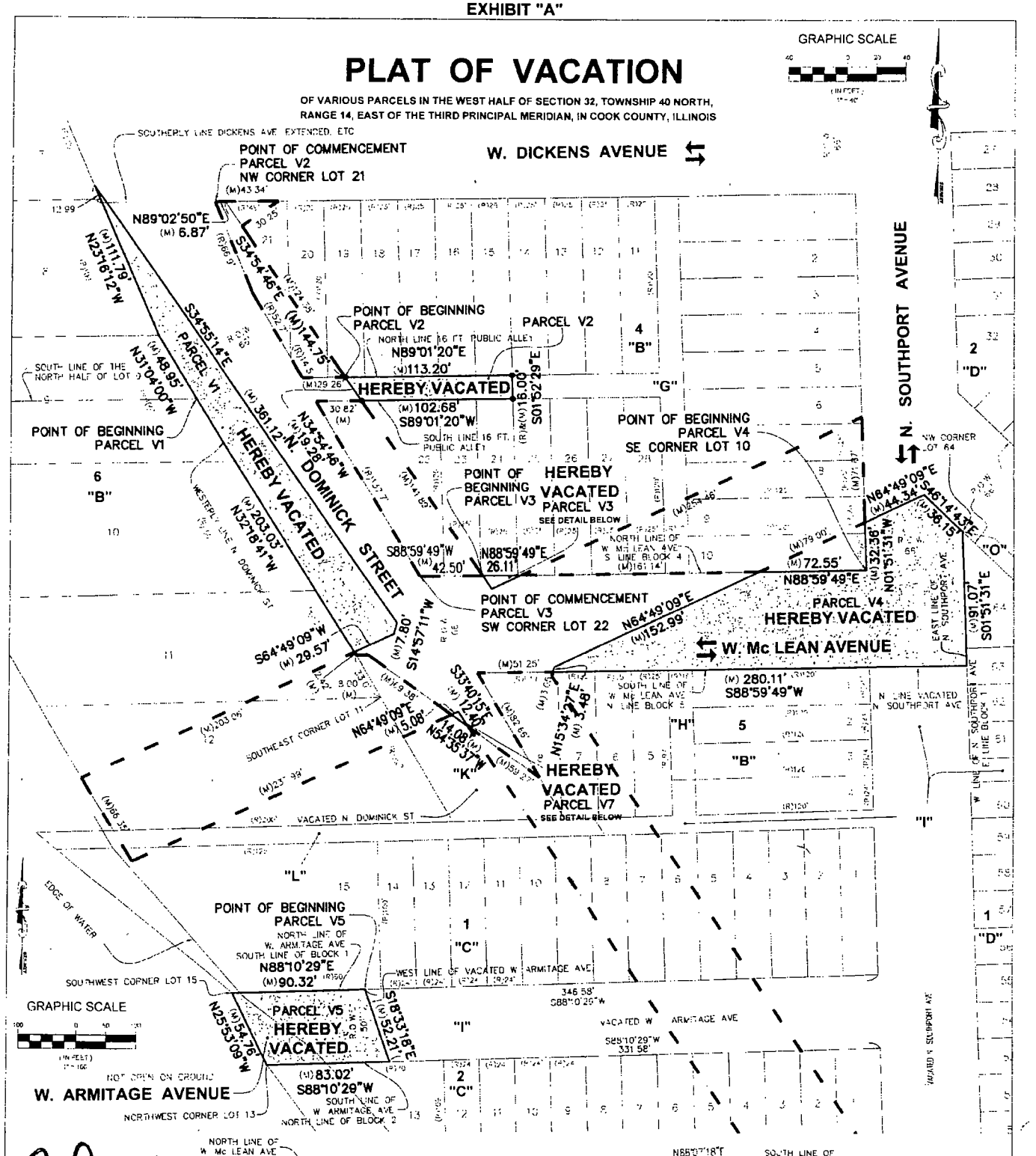
EXHIBIT "A"

PLAT OF VACATION

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



Sept. 13, 2022

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

CDOT #32-02-20-3935

EXHIBIT "A"

PLAT OF VACATION

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

LEGAL DESCRIPTION CONTINUED

TOGETHER WITH (PARCEL V1) THAT PART OF N DOMINICK STREET, 66 FOOT RIGHT OF WAY, LYING EASTERLY OF AND ADJOINING THAT PART OF LOT 7, LOTS 8 THRU 10, AND THAT PART OF LOT 11, ALL INCLUSIVE, IN BLOCK 6 IN W F DOMINICK'S SUBDIVISION, ANTE-FIRE, OF LOTS 1, 2 & 3 OF BLOCK 14 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTIONS 29, 31, 32 & 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1853, ANTE-FIRE, DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH HALF OF LOT 9 AFORESAID WITH THE WESTERLY LINE OF N. DOMINICK STREET, THENCE NORTH 31 DEGREES 04 MINUTES 00 SECONDS WEST ALONG SAID WESTERLY LINE 48 55 FEET, THENCE CONTINUING ALONG SAID WESTERLY LINE NORTH 23 DEGREES 18 MINUTES 12 SECONDS WEST 111 78 FEET TO A POINT 12.99 FEET NORTHERLY OF THE SOUTH LINE OF W. DICKENS AVENUE EXTENDED, THENCE SOUTH 34 DEGREES 55 MINUTES 14 SECONDS EAST 361.12 FEET- THENCE SOUTH 14 DEGREES 57 MINUTES 11 SECONDS WEST 7 80 FEET, THENCE SOUTH 64 DEGREES 49 MINUTES 09 SECONDS WEST 29 57 FEET TO THE WESTERLY LINE OF N DOMINICK STREET AFORESAID, ALSO BEING ON THE EAST LINE OF LOT 11, THENCE NORTH 32 DEGREES 18 MINUTES 41 SECONDS WEST ALONG SAID WESTERLY LINE 203.03 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, SAID ABOVE DESCRIBED PARCEL CONTAINING 8.889 SQUARE FEET OR 0 199 ACRES, MORE OR LESS

TOGETHER WITH (PARCEL V2) THAT PART OF THE EAST-WEST 16 FOOT WIDE PUBLIC ALLEY, LYING SOUTH OF AND ADJOINING LOTS 16 TO 19, INCLUSIVE, AND THAT PART OF LOT 19, AND LYING NORTH OF AND ADJOINING THAT PART OF LOT 22, ADJOINING THAT PART OF LOTS 23 AND 24, AND LYING WEST OF AND ADJOINING THAT PART OF SAID 16 FOOT WIDE PUBLIC ALLEY HERETOFORE VACATED BY ORDINANCE PASSED MARCH 8, 1995 AND RECORDED AUGUST 30 1995 AS DOCUMENT NO 95574351, ALL IN BLOCK 4 IN W F DOMINICK'S SUBDIVISION, ANTE-FIRE, OF LOTS 1, 2 AND 3 IN BLOCK 14 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32 TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1853 ANTE-FIRE, DESCRIBED AS FOLLOWS
COMMENCING AT THE NORTHWEST CORNER OF LOT 21 IN BLOCK 4 AFORESAID THENCE NORTH 89 DEGREES 02 MINUTES 50 SECONDS EAST ALONG THE NORTH LINE OF BLOCK 4 AFORESAID 6 07 FEET, THENCE SOUTH 34 DEGREES 54 MINUTES 46 SECONDS EAST 144.75 FEET TO THE NORTH LINE OF SAID 16 FOOT WIDE PUBLIC ALLEY ALSO BEING ON THE SOUTH LINE OF SAID LOT 19, AND THE POINT OF BEGINNING, THENCE NORTH 89 DEGREES 01 MINUTES 20 SECONDS EAST ALONG SAID NORTH LINE 113.20 FEET TO THE WEST LINE OF THAT PART OF SAID 16 FOOT WIDE PUBLIC ALLEY HERETOFORE VACATED BY ORDINANCE AFORESAID, AND BEING THE SOUTHEAST CORNER OF SAID LOT 15, THENCE SOUTH 01 DEGREES 52 MINUTES 29 SECONDS EAST 16 00 FEET TO THE SOUTH LINE OF SAID 16 FOOT WIDE PUBLIC ALLEY ALSO BEING THE NORTHEAST CORNER OF SAID LOT 24, THENCE SOUTH 89 DEGREES 01 MINUTES 20 SECONDS WEST ALONG SAID SOUTH LINE 102 68 FEET, THENCE NORTH 34 DEGREES 54 MINUTES 46 SECONDS WEST 19 28 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS SAID ABOVE DESCRIBED PARCEL CONTAINING 1,727 SQUARE FEET OR 0 040 ACRES, MORE OR LESS

TOGETHER WITH (PARCEL V3) THAT PART OF W McLEAN AVENUE, 66 FOOT RIGHT OF WAY, LYING SOUTH OF AND ADJOINING THAT PART OF LOTS 24 AND 25 IN BLOCK 4 IN W.F. DOMINICK'S SUBDIVISION, ANTE-FIRE, OF LOTS 1, 2 & 3 OF BLOCK 14 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTIONS 29, 31, 32 & 33 TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1853, ANTE-FIRE DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTHWEST CORNER OF LOT 22 IN BLOCK 4 AFORESAID, BEING ALSO ON THE NORTH LINE OF W McLEAN AVENUE, THENCE NORTH 88 DEGREES 59 MINUTES 49 SECONDS EAST ALONG SAID NORTH LINE 42 50 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 24, AND THE POINT OF BEGINNING, THENCE CONTINUING NORTH 88 DEGREES 59 MINUTES 49 SECONDS EAST ALONG SAID NORTH LINE 28 11 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 25, THENCE SOUTH 64 DEGREES 49 MINUTES 09 SECONDS WEST 21 89 FEET, THENCE NORTH 34 DEGREES 54 MINUTES 46 SECONDS WEST 10.85 FEET TO THE NORTH LINE OF W McLEAN AVENUE AND THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS SAID ABOVE DESCRIBED PARCEL CONTAINING 118 SQUARE FEET OR 0.003 ACRES, MORE OR LESS

TOGETHER WITH (PARCEL V4) THAT PART OF N. SOUTHPORT AVENUE, 66 FOOT RIGHT OF WAY, LYING NORTH OF AND ADJOINING THAT PART OF N SOUTHPORT AVENUE HERETOFORE VACATED BY ORDINANCE RECORDED JANUARY 5, 1994 AS DOCUMENT NUMBER 94014634, LYING WEST OF AND ADJOINING BLOCK 1 IN THE SUBDIVISION OF BLOCK 13 IN SHEFFIELD'S ADDITION TO CHICAGO ACCORDING TO THE PLAT THEREOF, RE-RECORDED NOVEMBER 22, 1882, AS DOCUMENT NO 433835, ANTE-FIRE, AND LYING EAST OF AND ADJOINING BLOCK 4 IN W F DOMINICK'S SUBDIVISION, ANTE-FIRE, OF LOTS 1, 2 & 3 OF BLOCK 14 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTIONS 29, 31, 32 & 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THERFOF RECORDED OCTOBER 13, 1853, ANTE-FIRE, TOGETHER WITH THAT PART OF W McLEAN AVENUE, 66 FOOT RIGHT OF WAY, LYING WEST OF AND ADJOINING WEST SOUTHPORT AVENUE AFORESAID, LYING SOUTH OF AND ADJOINING BLOCK 4 AND LYING NORTH OF AND ADJOINING BLOCK 5 ALL IN W F DOMINICK'S SUBDIVISION AFORESAID, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF LOT 10 IN BLOCK 4 AFORESAID BEING ON THE NORTH LINE OF W. McLEAN AVENUE AND THE WEST LINE OF N. SOUTHPORT AVENUE, THENCE NORTH 01 DEGREES 51 MINUTES 31 SECONDS WEST ALONG THE WEST LINE OF N. SOUTHPORT AVENUE 32 36 FEET, THENCE NORTH 64 DEGREES 49 MINUTES 09 SECONDS EAST 44 34 FEET; THENCE SOUTH 48 DEGREES 14 MINUTES 43 SECONDS EAST 36 15 FEET TO THE NORTHWEST CORNER OF LOT 64 IN BLOCK 1 IN THE SUBDIVISION OF BLOCK 13 IN SHEFFIELD'S ADDITION TO CHICAGO AFORESAID, BEING ALSO ON THE EAST LINE OF N SOUTHPORT AVENUE, THENCE SOUTH 01 DEGREES 51 MINUTES 31 SECONDS EAST ALONG SAID EAST LINE 91 07 FEET TO THE NORTH LINE OF HERETOFORE VACATED N. SOUTHPORT AVENUE AFORESAID THENCE SOUTH 88 DEGREES 59 MINUTES 49 SECONDS WEST ALONG SAID NORTH LINE BEING ALSO THE EASTERLY EXTENSION OF THE SOUTH LINE OF W McLEAN AVENUE AND THE NORTH LINE OF BLOCK 5 AFORESAID, 280 11 FEET, THENCE NORTH 15 DEGREES 34 MINUTES 27 SECONDS EAST 3 48 FEET, THENCE NORTH 64 DEGREES 49 MINUTES 09 SECONDS EAST 152 99 FEET TO THE NORTH LINE OF W McLEAN AVENUE, ALSO BEING THE SOUTH LINE OF SAID BLOCK 4, THENCE NORTH 88 DEGREES 59 MINUTES 49 SECONDS EAST ALONG SAID NORTH LINE 72 66 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, SAID ABOVE DESCRIBED PARCEL CONTAINING 16,681 SQUARE FEET OR 0 382 ACRES, MORE OR LESS

TOGETHER WITH (PARCEL V5) THENCE PART OF W ARMITAGE AVENUE, 50 FOOT RIGHT OF WAY, LYING WEST OF AND ADJOINING THAT PART OF W ARMITAGE AVENUE HERETOFORE VACATED BY ORDINANCE RECORDED JANUARY 5, 1994 AS DOCUMENT NUMBER 94014634, LYING SOUTH OF AND ADJOINING BLOCK 1 AND LYING NORTH OF AND ADJOINING BLOCK 2 ALL IN J F LAWRENCE'S SUBDIVISION ANTE FIRE, OF LOT 4 OF BLOCK 14 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTIONS 29, 31, 32 & 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1853, ANTE-FIRE, DESCRIBED AS FOLLOWS
BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF W ARMITAGE AVENUE (ALSO BEING THE SOUTH LINE OF SAID BLOCK 1) WITH THE WEST LINE OF HERETOFORE VACATED W ARMITAGE AVENUE AFORESAID, BEING A POINT 346 68 FEET WEST OF THE WEST LINE OF HERETOFORE VACATED N SOUTHPORT AVENUE, VACATED BY ORDINANCE RECORDED JANUARY 5, 1994 AS DOCUMENT NUMBER 94014634, THENCE SOUTH 19 DEGREES 33 MINUTES 19 SECONDS EAST 52.21 FEET ALONG SAID WEST LINE OF HERETOFORE VACATED W ARMITAGE AVENUE TO THE SOUTH LINE OF W ARMITAGE AVENUE (ALSO BEING THE NORTH LINE OF SAID BLOCK 2) BEING A POINT 331 58 FEET WEST OF THE WEST LINE OF HERETOFORE VACATED N SOUTHPORT AVENUE AFORESAID, THENCE SOUTH 88 DEGREES 10 MINUTES 29 SECONDS WEST ALONG SAID SOUTH LINE 83 02 FEET TO THE NORTHWEST CORNER OF LOT 13 IN BLOCK 2 AFORESAID; THENCE NORTH 25 DEGREES 53 MINUTES 09 SECONDS WEST 54 76 FEET TO THE SOUTHWEST CORNER OF LOT 15 IN BLOCK 1 AFORESAID BEING ALSO ON THE NORTH LINE OF W ARMITAGE AVENUE, THENCE NORTH 88 DEGREES 10 MINUTES 29 SECONDS EAST ALONG SAID NORTH LINE 90 32 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, SAID ABOVE DESCRIBED PARCEL CONTAINING 4.333 SQUARE FEET OR 0 099 ACRES, MORE OR LESS

AND TOGETHER WITH (PARCEL V7) THAT PART OF N DOMINICK STREET, 66 FOOT RIGHT OF WAY, LYING EASTERLY OF AND ADJOINING THAT PART N DOMINICK STREET HERETOFORE VACATED BY ORDINANCE RECORDED AS DOCUMENT NUMBER 16509792, IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS
COMMENCING ON THE WEST LINE OF N DOMINICK STREET AT A POINT 33 FEET NORTHERLY OF THE SOUTHEAST CORNER OF LOT 11 IN BLOCK 6 IN W F DOMINICK'S SUBDIVISION, ANTE-FIRE, OF LOTS 1, 2 & 3 OF BLOCK 14 OF SHEFFIELD MINUTES S ADDITION TO CHICAGO IN SECTIONS 29, 31 32 & 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1853, ANTE-FIRE, BEING ALSO A POINT ON A NORTHERLY LINE OF HERETOFORE VACATED DOMINICK STREET AFORESAID, THENCE NORTH 88 DEGREES 07 MINUTES 18 SECONDS EAST ALONG SAID NORTHERLY LINE 8 00 FEET TO THE NORTHEASTERLY LINE THEREOF; THENCE SOUTH 54 DEGREES 35 MINUTES 37 SECONDS EAST ALONG SAID NORTHEASTERLY LINE 59 38 FEET TO THE POINT OF BEGINNING; THENCE NORTH 64 DEGREES 49 MINUTES 09 SECONDS EAST 5.08 FEET; THENCE SOUTH 33 DEGREES 40 MINUTES 15 SECONDS EAST 12 40 FEET TO THE NORTHEASTERLY LINE OF HERETOFORE VACATED DOMINICK STREET AFORESAID, THENCE NORTH 54 DEGREES 35 MINUTES 37 SECONDS WEST ALONG SAID NORTHEASTERLY LINE 14 08 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS SAID ABOVE DESCRIBED PARCEL CONTAINING 31 SQUARE FEET OR 0 001 ACRES, MORE OR LESS

TOTAL AREA OF THE ABOVE DESCRIBED PARCELS = 33,955 SQUARE FEET, OR 0.78 ACRES, MORE OR LESS

AFFECTED PINS:
14-32-120-004 AFFECTS LOTS 9 11 IN BLOCK 6 IN "B"
14-32-120-009 AFFECTS LOTS 7-9 IN BLOCK 6 IN "B"
14-32-130-003 AFFECTS LOT 19 IN BLOCK 4 IN "B"
14 32 130 004 AFFECTS LOT 18 IN BLOCK 4 IN "B"
14-32-130-005 AFFECTS LOT 17 IN BLOCK 4 IN "B"
14-32-130-006 AFFECTS LOT 16 IN BLOCK 4 IN "B"
14 32-130-007 AFFECTS LOT 15 IN BLOCK 4 IN "B"
14-32-130-012 AFFECTS LOT 22 IN BLOCK 4 IN "B"
14-32-130-013 AFFECTS LOT 23 IN BLOCK 4 IN "B"
14-32-130-014 AFFECTS LOT 24 IN BLOCK 4 IN "B"
14-32-130-025 AFFECTS LOT 10 IN BLOCK 4 IN "B"
14-32-130-027 AFFECTS LOT 9 IN BLOCK 4 IN "B"
14-32-131-001 AFFECTS LOTS 63-64 IN BLOCK 1 IN "D"
14 32-135 001 AFFECTS LOTS 5-7 IN BLOCK 5 IN "B"
14-32-135-003 AFFECTS VACATED ALLEY "H"
14-32-135-004 AFFECTS LOT 1 IN BLOCK 5 IN "B"
14-32-135-015 AFFECTS LOT 15 IN BLOCK 1 IN "C"
14-32-135-016 AFFECTS VACATED ARMITAGE "I" & VACATED SOUTHPORT "I"
14-32-135-019 AFFECTS VACATED ARMITAGE "I"
14 32-138-001 AFFECTS LOT 13 IN BLOCK 2 IN "C"
14 32-302-005 AFFECTS LOT 1 IN "E" AFFECTS LOT 2 IN "E"
14-32-302-010 AFFECTS LOTS 7-10 IN "E"
14-32-302-011 AFFECTS LOTS 5-7 IN "E"

PARCEL AREA TABLE

PARCEL	Sq Feet	Acres
V1	8685	0 199
V2	1727	0 040
V3	118	0.003
V4	16661	0.382
V5 (TOTAL)	4333	0 099
PART FALLING WITHIN RIVER	1196	0 027
REMAINDER	3137	0 072
V6	2400	0 055
V7	31	0 001

Total Area – 33,959 square feet or 0 78 acres more or less

CHICAGO DEPARTMENT OF FINANCE

COOK COUNTY

CHICAGO DEPARTMENT OF TRANSPORTATION

PREPARED FOR / MAIL TO:

STERLING BAY
333 N GREEN ST SUITE 1100
CHICAGO IL 60607

State of Illinois)
County of Cook)ss

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

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

Field measurements completed on AUGUST 5 2021

Signed on SEPTEMBER 13 2022
By:

Professional Illinois Land Surveyor No 3584
My license expires November 30, 2022

DESIGN FIRM LICENSE NO 184-005332
EXPIRATION DATE APRIL 30 2023

PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS RICHARD J. BIEDERMANN

SURVEYOR'S NOTES:
Field measurements completed on APRIL 19, 2019

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

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

Distances are marked in feet and decimal parts thereof Compare all points BEFORE building by same and at once report any differences BEFORE damage is done

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

NO dimensions shall be assumed by scale measurement upon this plat

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

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

Monuments set are at the corner unless otherwise noted

CDOT #32-02-20-3935

Sept 13, 2022

GREMLEY & BIEDERMANN
2019-26965-001
4 OF 4

EXHIBITS D-1 and D-2
DWM DEDICATION AND SUBDIVISION OUC LETTERS
(Attached)

EXHIBITS D-1 and D-2
DWM DEDICATION AND SUBDIVISION OUC LETTERS
(Attached)

D-1

CITY OF CHICAGO

DEPARTMENT OF WATER MANAGEMENT

February 14, 2022

Sterling Bay Companies, LLC
333 North Green Street, Suite 1100
Chicago, Illinois 60607

Attention: Martin Wood
Vice President

SUBJECT: Proposed Lincoln Yards North
Water Main Installation by Others, Resident Engineering Services, Water Main Vacation and Dedication, Valve Operations, and Review of Phasing
BES Project No. 14-09:071.03 Revision 1
OUC File No. EFP-101068

Mr. Wood:

This correspondence supersedes the previously issued correspondence dated August 31, 2020, and January 22, 2021. This correspondence is in response to an Office of Underground Coordination transmittal dated January 3, 2020, and revised plans received November 5, 2020, for the subject project.

Department of Water Management – Water Section:

In order to accommodate the subject project, the Department of Water Management (DWM) will allow Sterling Bay companies LLC's contractor to install the following proposed water facilities:

- Approximately 386 feet of 12-inch water main in W Armitage Avenue, from N Dominick Street to N Southport Avenue
- Approximately 1558 feet of 16-inch water main in N Dominick Street, from W Shakespeare Avenue to W Cortland Street
- Approximately 52 feet of 24-inch water main in W Cortland Street, from N Southport Avenue to 45 feet EEL

Per the plans dated November 5, 2020, and pursuant to a meeting with Sterling Bay companies LLC's engineering consultant V3 Companies on November 3, 2020, the entirety of the water main pipe installed by Sterling Bay companies LLC's contractor will be restrained joint pipe. This Department will perform the connections to the existing water mains in W Shakespeare Avenue, W Dickens Avenue, W Cortland Street, and N Southport Avenue, as well as provide resident engineering services, valve operations, and water quality services for the above-mentioned work. The contractor will be responsible for: obtaining all applicable permits, excavation/OSHA shoring, backfilling/compaction, restoration to CDOT standards, and all ductile iron pipe necessary for the connections. ***The DWM cannot and will not make ANY connections until: 1) as-built drawings for the developer-installed pipe have been reviewed and approved by DWM, and 2) the right-of-ways with the developer-installed pipe have been dedicated to the City. Only after the completion of these two items will the DWM make the connections.***

In order to accommodate the proposed ADA ramp at the northwest corner of N Southport Avenue and W Dickens Avenue, the DWM must relocate an existing fire hydrant. Additionally, in order to accommodate the proposed duct package installation, this Department must remove and replace an existing fire hydrant on the northern frontage of W Dickens Avenue. The DWM will be responsible for excavation and backfill of the excavated areas after construction, but Sterling Bay Companies LLC's contractor shall be responsible for all permitting, traffic control and final restoration. All new curb installation adjacent to fire hydrants must be painted 'safety yellow' for 15 feet on each side of the fire hydrant except where the 15-foot dimension intersects a crosswalk, driveway or similar feature.

The estimated cost for the DWM to perform the above-mentioned work is **$189,530.00**. Please note that this estimate is based on current rates for labor (straight time), material, equipment, and overhead charges, but actual costs will be submitted for payment upon completion of the work. Should it be determined that the fire hydrants cannot be installed at the proposed location, Sterling Bay Companies LLC will be responsible for all additional costs associated with replacing the fire hydrant.

In the event Sterling Bay Companies is unable to complete the water installation in W Armitage Avenue, N Dominick Street, and W Cortland Street, a deposit is required that will allow DWM to complete the work. The required deposit amount is **$1,492,635.00**. This estimate are based on current rates for labor, materials, equipment, and overhead charges, but actual costs will be billed to Sterling Bay Companies upon DWM's completion of the work.

Additionally, in order to accommodate the proposed street vacations of W Armitage Avenue, W-Mclean Avenue, and N Southport Avenue, the following existing water mains must be abandoned in place.

- Approximately 378 feet of 8-inch water main located at approximately 18 feet SNL of W Armitage Avenue
- Approximately 736 feet of 12-inch water main located from approximately 20 feet to 22 feet SNL of W Mclean Avenue
- Approximately 843 feet of 12-inch water main located from approximately 14 feet WEL to 15 feet EWL of N Southport Avenue

The existing 8-inch and 12-inch water mains are not fully amortized. The estimated unamortized cost for these existing water main abandonments is ***$425,217.84.***

In order to accommodate the above mentioned abandonments, the following existing water mains and associated tee's and fire hydrant are required to be cut and capped:

- 12-inch x 12-inch grid main south run tee located at approximately 22 feet S SEX and 14 feet WEL of N Southport Avenue at N Kingsbury Street
- 12-inch x 8-inch grid main south run tee located at approximately 24 feet SNL and 34 feet WEL of N Dominick Street and W Dickens Avenue
- 24-inch x 16-inch reducer located at approximately 29 feet SNL and 27 feet WEL of N Dominick Street and W Cortland Street
- Remove and relocate one (1) existing fire hydrant located on the northern frontage of W Cortland Street at approximately 16 feet EEL of N Southport Avenue and reconnect to the existing 24-inch feeder main in W Cortland Street

The scope of the DWM's involvement is limited to excavation, water main pipe work and installation, backfill, valve operations, engineering services and water quality services, at an estimated cost of ***$102,270.00***. Please note that this estimate is based on current rates for labor, material, equipment and overhead charges, but actual costs will be submitted for payment upon completion of the work. Sterling Bay Companies, LLC's contractor will be responsible for obtaining all applicable permits, tracing equipment, excavation/OSHA shoring, abandonment of appurtenances (valve box/valve basin) and final restoration to CDOT standards.

Additionally, the estimated cost for water quality services, including flushing of the 24-inch feeder main weekly is ***$24,910.00***. Please note that this estimate is based on current labor rates (including overhead charges), but the actual costs of the water quality services will be submitted for payment. Should any existing water services be impacted by de-energizing this feeder main, Sterling Bay Companies, LLC shall be responsible for notifying these DWM customers at least 24-hours prior to the shutdown.

This Department maintains the following existing water facilities:

- 4-inch water service on the northern frontage of W Dickens Avenue located at approximately 165 feet WWL of N Southport Avenue
- 8-inch water main located from approximately 2 to 25 feet SNL of W Dickens Avenue at N Southport Avenue
- 12-inch water main located at approximately 22 feet WEL of N Dominick Street at W Shakespeare Avenue
- 12-inch water main located at approximately 22 feet WEL of N Kingsbury at N Southport Avenue
- 12-inch water main located at approximately 14 feet WEL of N Southport Avenue at N Kingsbury

The proposed duct package installations will cross below these existing water mains with at least 18 inches of vertical clearance. Hand excavation is required to field verify the horizontal and vertical location of these water mains prior to crossing.

Six (6) Type II temporary supports are required for the existing water facilities above per HBK Engineering's "Calculations for Temporary Support of Water Pipes Using Beams Under Strong Axis Bending Prepared for ComEd Chicago, IL" dated December 3, 2018. Once the construction is complete, the temporary support structures must be dismantled and removed per the DWM's standards. The trench shall be backfilled to the springline of these water facilities with CLSM backfill (non-fly ash), and CA-16 from the springline of the water facilities to grade. Use of polyethylene wrap as a bond breaker between the water facilities and the CLSM backfill is required.

Additionally, this Department maintains the following water mains:

- Existing 8-inch water main located at approximately 24 feet SNL of W Dickens Avenue at N Dominick Street
- Existing 8-inch water main located at approximately 26 feet SNL of W Dickens Avenue at N Southport Avenue
- Proposed 16-inch feeder main located at approximately 25 feet EWL of N Dominick Street at W Dickens Avenue

The proposed duct package installations will cross above these existing water mains with less than 18 inches of vertical separation. Hand excavation is required to field verify the horizontal and vertical locations of the existing water mains prior to crossing.

The DWM requires a minimum of 18 inches of vertical separation from water facilities. The following two (2) one-time variances for the proposed ComEd duct package installation in the project limits, are issued given the following conditions:

- A minimum vertical clearance of six (6) inches between the top of the existing 8-inch water main located at approximately 24 feet SNL of W Dickens Avenue at N Dominick Street and the bottom of the existing duct package is permitted.
- A minimum vertical clearance of 11 inches between the top of the proposed 16-inch feeder main located at approximately 25 feet EWL of N Dominick Street at W Dickens Avenue and the bottom of the existing duct package is permitted.

The maximum amount of separation should be achieved from existing water facilities as field conditions allow. If a steel plate is installed above the duct package, the plate width must not exceed 12 inches. ComEd will be responsible for the support and/or relocation of the conduit should the Department require access to the water mains.

The DWM requires a minimum of 18 inches of vertical separation from water facilities. The following two (2) one-time variances for the proposed AT&T duct package installation in the project limits, are issued given the following conditions:

- A minimum vertical clearance of 10 inches between the top of the existing 8-inch water main located from approximately 25 to 26 feet SNL of W Dickens Avenue at N Southport Avenue and the bottom of the existing duct package is permitted.
- A minimum vertical clearance of 13 inches between the top of the proposed 16-inch feeder main located at approximately 25 feet EWL of N Dominick Street at W Dickens Avenue and the bottom of the existing duct package is permitted.

The maximum amount of separation should be achieved from existing water facilities as field conditions allow. If a steel plate is installed above the duct package, the plate width must not exceed 12 inches. AT&T will be responsible for the support and/or relocation of the conduit should the Department require access to the water mains

The DWM requires a minimum of 18 inches of vertical separation from water facilities. The following two (2) one-time variances for the proposed Utildor duct package installation in the project limits, are issued given the following conditions.

- A minimum vertical clearance of 10 inches between the top of the existing 8-inch water main located from approximately 25 to 26 feet SNL of W Dickens Avenue at N Southport Avenue and the bottom of the existing duct package is permitted.
- A minimum vertical clearance of 13 inches between the top of the proposed 16-inch feeder main located at approximately 25 feet EWL of N Dominick Street at W Dickens Avenue and the bottom of the existing duct package is permitted.

The maximum amount of separation should be achieved from existing water facilities as field conditions allow. If a steel plate is installed above the duct package, the plate width must not exceed 12 inches. Utildor will be responsible for the support and/or relocation of the conduit should the Department require access to the water mains.

This Department maintains the following existing water main facilities and associated thrust blocks:

- 8-inch water main bend located at approximately 24 feet SNL of W Dickens Avenue and 5 feet WEL of N Dominick Street
- 8-inch water main bend located at approximately 30 feet EWL of N Southport Avenue and 2 feet SNL of W Dickens Avenue

- 8-inch water main bend located at approximately 14 feet WEL of N Southport Avenue and 215 feet SSEX of N Kingsbury
- 12-inch water main bend located at approximately 22 feet SW NEL of N Kingsbury and 5 feet WEL of N Southport Avenue

The proposed duct package will be installed in close proximity to the existing water main bends and the associated thrust blocks. Hand excavation is required to field verify the horizontal and vertical location of the existing water main bends and associated thrust blocks prior to construction. The proposed trench near the above-mentioned water main bends and associated thrust blocks must be backfilled with CLSM backfill (non-fly ash). The existing water main bends and thrust blocks shall not be compromised during construction. Should it be determined in the field that these facilities may be compromised, Sterling Bay Companies, LLC must stop work and submit a revised set of plans to this Department for review and approval to ensure the protection of these water facilities.

In order to accommodate the proposed duct package installations, this Department must provide a resident engineer to be present on-site during the temporary support of the existing water mains and water service, where the proposed duct packages cross above existing 8-inch water mains and the proposed 16-inch feeder main, and installations in close proximity to existing water main bends and associated thrust blocks. The estimated cost for this resident engineer is ***$17,120.00*** Please note that this estimate is based on current labor rates (including overhead charges), but the actual costs of the resident engineering services will be submitted for payment.

The DWM has been providing engineering services to assist Sterling Bay Companies, LLC with the proposed water main design plans for Lincoln Yards North. This project has been in progress since 2014, the current engineering services cost to date is ***$20,000.00***. The estimated cost for this Department to continue to provide engineering design services is ***$20,000.00***. This estimate will be based on current rates for labor (straight and premium time), equipment, and overhead charges, but actual cost will be submitted for payment once construction is completed. On October 12, 2020, a sum of $40,000.00 was deposited with the City of Chicago (Permit No. 1507319) to cover the cost of these engineering services.

Three (3) certified checks in the amount of **$333,830.00** ($189,530.00 + $102,270.00 + $24,910.00 + $17,120.00), **$425,217.84**, and **$1,492,635.00**, payable to the City of Chicago, must be hand delivered to the Department of Buildings, Plumbing Permit and Plan Section, Room 906, City Hall, 121 N LaSalle Street, Chicago, with a copy of this letter.

Sterling Bay Companies LLC's contractor installing the new 12-inch, 16-inch and 24-inch water mains shall perform the following:

- Submit a complete list of the shop drawings (submittals) for all water main materials to be used to complete the water main installation to the Force Account Construction Manager at FACM@ctrwater.net for review. Once the list is approved, the shop drawings (submittals) shall be sent at least 60 days prior to starting the work to the Force Account Construction Manager at FACM@ctrwater.net for review.
- It is required that the Force Account Construction Manager be contacted at FACM@ctrwater.net two weeks prior to the anticipated construction date so a resident engineer can be assigned to the project.

- Obtain a "B-Permit" prior to construction from the City of Chicago, Department of Buildings, Plumbing Permit and Plan Section, City Hall, 121 N LaSalle Street, Room 906, (312) 744-7063
- Contact the Plumbing Permit and Plan Section of the Department of Buildings regarding any proposed water service installations.
- Submit as-built drawings within two (2) weeks of completion of the work. The as-built drawings should be submitted to the Force Account Construction Manager at FACM@ctrwater.net. The as-built drawings must also include the materials used and dimensions of all underground work that is required for IEPA compliance. ***The DWM will not perform the source and final connections until as-built drawings are reviewed and approved by this Department.***

Please forward all the CAD files and any resource/reference files for this project electronically to Susan McKee at Susan.McKee@ctrwater.net so that they can be utilized to create the water main adjustment plans.

The proposed street improvements will be located above existing water facilities located within the subject project limits. This Department requires unrestricted access to its facilities at all times. Should the DWM require access to its facilities, it will not be responsible for any costs or work for restoration of the proposed street improvements (beyond typical pavement, sidewalk, and hydroseed restoration), including but not limited to, special features, planters, landscaping or structures.

There are existing valve basin frames and lids, water shut-off/valve boxes, and meter vaults within the proposed reconstruction limits. It is requested that any vertical adjustment that may be required to these facilities be incorporated into the contract plans and specifications, and the work is to be performed by Sterling Bay Companies, LLC's contractor. It is also requested that the final payment to the contractor be withheld until this Department has inspected and found the adjusted facilities acceptable. Please contact Mr. Albert Wtorkowski of the Department of Water Management, at Albert.Wtorkowski@cityofchicago.org, in order to schedule the final inspection of any adjusted water facilities.

There are various water mains and appurtenances within the limits of this project. All proposed underground facilities must be installed in such a manner to provide the following required clearances. The minimum vertical clearance (edge-to-edge) from all water mains is 18 inches. For feeder mains (water mains 16-inches and larger), the minimum horizontal clearance (edge-to-edge) is five (5) feet, and for grid mains (water mains less than 16-inches), the minimum horizontal clearance (edge-to-edge) is three (3) feet. No proposed above ground facility (tree, planter box, light pole, etc.) can be closer than five (5) feet (edge-to-edge) from a water main or closer than three (3) feet (edge-to-edge) from a water service. Should the DWM require access to its facilities, it will not be responsible for the costs to remove or support any above ground structures adjacent to its facilities.

The proposed dry utilities will be crossing existing water services on the northern frontage of W Dickens Avenue. The proposed dry utilities will be crossing multiple existing and proposed water mains. Both water services and grid mains are typically installed with approximately five (5) feet of cover. The depth of the proposed dry utilities may need to be adjusted to provide the vertical clearance noted above, which must be met for crossing all water mains and services.

Regarding the proposed lighting conduit installation via directional drilling method of installation: Directional drilling is approved to a maximum depth of 33-inches. A note must be shown on every page of the plans stating these conditions. All service control valve and meter vault locations must be verified prior to construction and 3-feet of horizontal separation must be maintained. Should field conditions require additional engineering services or relocation, then CDOT shall submit funding and/or RFI for DWM approval prior to installation.

There will be multiple existing fire hydrants installed within the projects limits. In no case shall the installation of any proposed facility be closer than five (5) feet from a fire hydrant or fire hydrant lead. All new curb installation adjacent to fire hydrants must be painted 'safety yellow' for 15 feet on each side of the fire hydrant except where the 15-foot dimension intersects a crosswalk, driveway or similar feature.

If construction requires the use of water from a City fire hydrant, or adjustments or repairs are required to any City sewer facilities in proximity to the project site, permits must be obtained from the Department of Water Management, Water and Sewer Sections.

Proposed trees must not be planted above or within five (5) feet of the exterior pipe wall for all water mains 24-inch in diameter and larger. This 5-foot rule excludes mains that are separated from the tree by a hardscape feature or other root growth limiting conditions such as water mains located in the street.

This Department discourages tree planting over water mains that are less than 24-inches in diameter located in the parkway, but if necessary, will allow trees with a maximum mature height of 30 feet and a maximum mature root depth of 2½ feet. Potential plantings that meet this requirement include the following:

1. Ornamental shrubs or bushes meeting the mature height and mature root depth stated above.
2. Flowers or other non-woody herbaceous plants.
3. Above ground, removable planting containers that can be moved by construction equipment in the event that water main repair is required

Existing trees planted above water mains that do not meet these requirements do not need to be removed. However, if such existing trees are removed, all proposed trees installed in their place must meet the above mentioned requirements. Should it be necessary for the DWM to access any of its facilities, the Department shall only be responsible for typical pavement, sidewalk, and hydroseed restoration.

All new sewer installations must meet IEPA separation requirements for water and sewer pipes. All proposed/replaced sewer laterals from catch basins/inlets, sewer mains, and private drains (collectively known as "sewer facilities") that are parallel to water mains, services or fire hydrant leads (collectively known as "water facilities") that are less than 18 inches below the water facility and have less than 10 feet of horizontal separation from the outside edge of the water facility must be made out of ductile iron/water main quality pipe for 10 feet on either side of the outside edge of the water facility. Additionally, all sewer facilities that cross perpendicularly below water facilities with less than 18 inches vertical separation must be made out of ductile iron/water main quality pipe for 10 feet on either side of the outside edge of the water facility.

If any sewer facility crosses perpendicularly above a water facility, then the sewer facility shall be at least 18 inches above the water facility and the sewer facility must be made out of ductile iron/water main quality pipe for 10 feet on either side of the outside edge of the water facility. Sewer laterals that require ductile iron/water main quality pipe shall be ductile iron/water main quality pipe from the catch basin to a point 10 feet beyond the edge of the water facility.

Extreme caution is to be taken to ensure that no facility owned and maintained by this Department is damaged during construction. If damage occurs to any facilities, Sterling Bay Companies, LLC will be held responsible for the cost of repairing or replacing them.

Please note that the details described above are valid for 90 days from the date of this letter, after which time, Sterling Bay Companies, LLC will be responsible for re-submitting plans to this Department for review and revision of the estimate of cost, as needed. ***Failure to comply with the provisions in this correspondence may result in additional expenses to the proposed project to verify that all work conforms to the DWM's standards.***

If there are any questions regarding the water facilities, please contact Angela Krueger at Angela.Krueger@cityofchicago.org.

Sincerely,

Andrea R.H. Cheng Ph.D., P.E.
Commissioner

AZ

Email cc: DOB Plan Desk
Denis E. Riordan, Chief Plumbing Inspector

CITY OF CHICAGO

DEPARTMENT OF WATER MANAGEMENT

January 22, 2021

Sterling Bay Companies, LLC
333 North Green Street, Suite 1100
Chicago, Illinois 60607

Attention: Martin Wood
Vice President

SUBJECT: Proposed Lincoln Yards North
Water Main Installation by Others & Resident Engineering Services
BES Project No. 14-09:071.03 Addendum 1
OUC File No. EFP-101068

Mr. Wood:

This correspondence is in addition to the previously issued letter dated August 31, 2020, a copy of which is attached. This correspondence is in response to an Office of Underground Coordination transmittal dated January 3, 2020, and revised plans received November 5, 2020, for the subject project.

Department of Water Management – Water Section:

In order to accommodate the subject project, the Department of Water Management (DWM) will allow Sterling Bay companies LLC's contractor to install the following proposed water facilities:

- Approximately 386 feet of 12-inch water main in W Armitage Avenue, from N Dominick Street to N Southport Avenue
- Approximately 1558 feet of 16-inch water main in N Dominick Street, from W Shakespeare Avenue to W Cortland Street
- Approximately 52 feet of 24-inch water main in W Cortland Street, from N Southport Avenue to 45 feet EEL

Per the plans dated November 5, 2020, and pursuant to a meeting with Sterling Bay companies LLC's engineering consultant V3 Companies on November 3, 2020, the entirety of the water main pipe installed by Sterling Bay companies LLC's contractor will be restrained joint pipe. This Department will perform the connections to the existing water mains in W Shakespeare Avenue, W Dickens Avenue, W Cortland Street, and N Southport Avenue, as well as provide resident engineering services, valve operations, and water quality services for the above-mentioned work. The contractor will be responsible for: obtaining all applicable permits, excavation/OSHA shoring, backfilling/compaction, restoration to CDOT standards, and all ductile iron pipe necessary for the connections. ***The DWM cannot and will not make ANY connections until: 1) as-built drawings for the developer-installed pipe have been reviewed and approved by DWM, and 2) the right-of-ways with the developer-installed pipe have been dedicated to the City. Only after the completion of these two items will the DWM make the connections.***

In order to accommodate the proposed ADA ramp at the northwest corner of N Southport Avenue and W Dickens Avenue, the DWM must relocate an existing fire hydrant. Additionally, in order to accommodate the proposed duct package installation, this Department must remove and replace an existing fire hydrant on the northern frontage of W Dickens Avenue. The DWM will be responsible for excavation and backfill of the excavated areas after construction, but Sterling Bay Companies LLC's contractor shall be responsible for all permitting, traffic control and final restoration. All new curb installation adjacent to fire hydrants must be painted 'safety yellow' for 15 feet on each side of the fire hydrant except where the 15-foot dimension intersects a crosswalk, driveway or similar feature.

The estimated cost for the DWM to perform the above-mentioned work is **$177,145.00**. Please note that this estimate is based on current rates for labor (straight time), material, equipment, and overhead charges, but actual costs will be submitted for payment upon completion of the work. Should it be determined that the fire hydrants cannot be installed at the proposed location, Sterling Bay Companies LLC will be responsible for all additional costs associated with replacing the fire hydrant.

In the event Sterling Bay Companies is unable to complete the water installation in W Armitage Avenue, N Dominick Street, and W Cortland Street, a deposit is required that will allow DWM to complete the work. The required deposit amount is **$1,356,938.00**. This estimate are based on current rates for labor, materials, equipment, and overhead charges, but actual costs will be billed to Sterling Bay Companies upon DWM's completion of the work.

This Department maintains the following existing water facilities.

- 4-inch water service on the northern frontage of W Dickens Avenue located at approximately 165 feet WWL of N Southport Avenue
- 8-inch water main located from approximately 2 to 25 feet SNL of W Dickens Avenue at N Southport Avenue
- 12-inch water main located at approximately 22 feet WEL of N Dominick Street at W Shakespeare Avenue
- 12-inch water main located at approximately 22 feet WEL of N Kingsbury at N Southport Avenue
- 12-inch water main located at approximately 14 feet WEL of N Southport Avenue at N Kingsbury

The proposed duct package installations will cross below these existing water mains with at least 18 inches of vertical clearance. Hand excavation is required to field verify the horizontal and vertical location of these water mains prior to crossing.

Six (6) Type II temporary supports are required for the existing water facilities above per HBK Engineering's "Calculations for Temporary Support of Water Pipes Using Beams Under Strong Axis Bending Prepared for ComEd Chicago, IL" dated December 3, 2018. Once the construction is complete, the temporary support structures must be dismantled and removed per the DWM's standards. The trench shall be backfilled to the springline of these water facilities with CLSM backfill (non-fly ash), and CA-16 from the springline of the water facilities to grade. Use of polyethylene wrap as a bond breaker between the water facilities and the CLSM backfill is required.

Additionally, this Department maintains the following water mains.

- Existing 8-inch water main located at approximately 24 feet SNL of W Dickens Avenue at N Dominick Street
- Existing 8-inch water main located at approximately 26 feet SNL of W Dickens Avenue at N Southport Avenue
- Proposed 16-inch feeder main located at approximately 25 feet EWL of N Dominick Street at W Dickens Avenue

The proposed duct package installations will cross above these existing water mains with less than 18 inches of vertical separation. Hand excavation is required to field verify the horizontal and vertical locations of the existing water mains prior to crossing.

The DWM requires a minimum of 18 inches of vertical separation from water facilities. The following two (2) one-time variances for the proposed ComEd duct package installation in the project limits, are issued given the following conditions:

- A minimum vertical clearance of six (6) inches between the top of the existing 8-inch water main located at approximately 24 feet SNL of W Dickens Avenue at N Dominick Street and the bottom of the existing duct package is permitted.
- A minimum vertical clearance of 11 inches between the top of the proposed 16-inch feeder main located at approximately 25 feet EWL of N Dominick Street at W Dickens Avenue and the bottom of the existing duct package is permitted.

The maximum amount of separation should be achieved from existing water facilities as field conditions allow. If a steel plate is installed above the duct package, the plate width must not exceed 12 inches. ComEd will be responsible for the support and/or relocation of the conduit should the Department require access to the water mains.

The DWM requires a minimum of 18 inches of vertical separation from water facilities. The following two (2) one-time variances for the proposed AT&T duct package installation in the project limits, are issued given the following conditions:

- A minimum vertical clearance of 10 inches between the top of the existing 8-inch water main located from approximately 25 to 26 feet SNL of W Dickens Avenue at N Southport Avenue and the bottom of the existing duct package is permitted.
- A minimum vertical clearance of 13 inches between the top of the proposed 16-inch feeder main located at approximately 25 feet EWL of N Dominick Street at W Dickens Avenue and the bottom of the existing duct package is permitted.

The maximum amount of separation should be achieved from existing water facilities as field conditions allow. If a steel plate is installed above the duct package, the plate width must not exceed 12 inches. AT&T will be responsible for the support and/or relocation of the conduit should the Department require access to the water mains.

The DWM requires a minimum of 18 inches of vertical separation from water facilities. The following two (2) one-time variances for the proposed Utildor duct package installation in the project limits, are issued given the following conditions:

- A minimum vertical clearance of 10 inches between the top of the existing 8-inch water main located from approximately 25 to 26 feet SNL of W Dickens Avenue at N Southport Avenue and the bottom of the existing duct package is permitted.
- A minimum vertical clearance of 13 inches between the top of the proposed 16-inch feeder main located at approximately 25 feet EWL of N Dominick Street at W Dickens Avenue and the bottom of the existing duct package is permitted.

The maximum amount of separation should be achieved from existing water facilities as field conditions allow. If a steel plate is installed above the duct package, the plate width must not exceed 12 inches. Utildor will be responsible for the support and/or relocation of the conduit should the Department require access to the water mains

This Department maintains the following existing water main facilities and associated thrust blocks:

- 8-inch water main bend located at approximately 24 feet SNL of W Dickens Avenue and 5 feet WEL of N Dominick Street
- 8-inch water main bend located at approximately 30 feet EWL of N Southport Avenue and 2 feet SNL of W Dickens Avenue
- 8-inch water main bend located at approximately 14 feet WEL of N Southport Avenue and 215 feet SSEX of N Kingsbury
- 12-inch water main bend located at approximately 22 feet SW NEL of N Kingsbury and 5 feet WEL of N Southport Avenue

The proposed duct package will be installed in close proximity to the existing water main bends and the associated thrust blocks. Hand excavation is required to field verify the horizontal and vertical location of the existing water main bends and associated thrust blocks prior to construction. The proposed trench near the above-mentioned water main bends and associated thrust blocks must be backfilled with CLSM backfill (non-fly ash). The existing water main bends and thrust blocks shall not be compromised during construction. Should it be determined in the field that these facilities may be compromised, Sterling Bay Companies, LLC must stop work and submit a revised set of plans to this Department for review and approval to ensure the protection of these water facilities.

In order to accommodate the proposed duct package installations, this Department must provide a resident engineer to be present on-site during the temporary support of the existing water mains and water service, where the proposed duct packages cross above existing 8-inch water mains and the proposed 16-inch feeder main, and installations in close proximity to existing water main bends and associated thrust blocks. The estimated cost for this resident engineer is ***$17,120.00***. Please note that this estimate is based on current labor rates (including overhead charges), but the actual costs of the resident engineering services will be submitted for payment.

Two (2) certified checks in the amount of **$194,265.00** ($177,145.00 + $17,120.00), and **$1,356,938.00,** payable to the City of Chicago, must be hand delivered to the Department of Buildings, Plumbing Permit and Plan Section, Room 906, City Hall, 121 N LaSalle Street, Chicago, with a copy of this letter.

Sterling Bay Companies LLC's contractor installing the new 12-inch, 16-inch and 24-inch water mains shall perform the following.

- Submit a complete list of the shop drawings (submittals) for all water main materials to be used to complete the water main installation to the Force Account Construction Manager at FACM@ctrwater.net for review. Once the list is approved, the shop drawings (submittals) shall be sent at least 60 days prior to starting the work to the Force Account Construction Manager at FACM@ctrwater.net for review.
- It is required that the Force Account Construction Manager be contacted at FACM@ctrwater.net two weeks prior to the anticipated construction date so a resident engineer can be assigned to the project.

- Obtain a "B-Permit" prior to construction from the City of Chicago, Department of Buildings, Plumbing Permit and Plan Section, City Hall, 121 N LaSalle Street, Room 906, (312) 744-7063.
- Contact the Plumbing Permit and Plan Section of the Department of Buildings regarding any proposed water service installations.
- Submit as-built drawings within two (2) weeks of completion of the work. The as-built drawings should be submitted to the Force Account Construction Manager at FACM@ctrwater.net. The as-built drawings must also include the materials used and dimensions of all underground work that is required for IEPA compliance. ***The DWM will not perform the source and final connections until as-built drawings are reviewed and approved by this Department.***

Please forward all the CAD files and any resource/reference files for this project electronically to Susan McKee at Susan.McKee@ctrwater.net so that they can be utilized to create the water main adjustment plans.

The proposed street improvements will be located above existing water facilities located within the subject project limits. This Department requires unrestricted access to its facilities at all times. Should the DWM require access to its facilities, it will not be responsible for any costs or work for restoration of the proposed street improvements (beyond typical pavement, sidewalk, and hydroseed restoration), including but not limited to, special features, planters, landscaping or structures.

There are existing valve basin frames and lids, water shut-off/valve boxes, and meter vaults within the proposed reconstruction limits. It is requested that any vertical adjustment that may be required to these facilities be incorporated into the contract plans and specifications, and the work is to be performed by Sterling Bay Companies, LLC's contractor. It is also requested that the final payment to the contractor be withheld until this Department has inspected and found the adjusted facilities acceptable. Please contact Mr. Albert Wtorkowski of the Department of Water Management, at Albert.Wtorkowski@cityofchicago.org, in order to schedule the final inspection of any adjusted water facilities.

There are various water mains and appurtenances within the limits of this project. All proposed underground facilities must be installed in such a manner to provide the following required clearances. The minimum vertical clearance (edge-to-edge) from all water mains is 18 inches. For feeder mains (water mains 16-inches and larger), the minimum horizontal clearance (edge-to-edge) is five (5) feet, and for grid mains (water mains less than 16-inches), the minimum horizontal clearance (edge-to-edge) is three (3) feet. No proposed above ground facility (tree, planter box, light pole, etc.) can be closer than five (5) feet (edge-to-edge) from a water main or closer than three (3) feet (edge-to-edge) from a water service. Should the DWM require access to its facilities, it will not be responsible for the costs to remove or support any above ground structures adjacent to its facilities.

The proposed dry utilities will be crossing existing water services on the northern frontage of W Dickens Avenue. The proposed dry utilities will be crossing multiple existing and proposed water mains. Both water services and grid mains are typically installed with approximately five (5) feet of cover. The depth of the proposed dry utilities may need to be adjusted to provide the vertical clearance noted above, which must be met for crossing all water mains and services.

Regarding the proposed lighting conduit installation via directional drilling method of installation. Directional drilling is approved to a maximum depth of 33-inches. A note must be shown on every page of the plans stating these conditions. All service control valve and meter vault locations must be verified prior to construction and 3-feet of horizontal separation must be maintained. Should field conditions require additional engineering services or relocation, then CDOT shall submit funding and/or RFI for DWM approval prior to installation.

There will be multiple existing fire hydrants installed within the projects limits. In no case shall the installation of any proposed facility be closer than five (5) feet from a fire hydrant or fire hydrant lead. All new curb installation adjacent to fire hydrants must be painted 'safety yellow' for 15 feet on each side of the fire hydrant except where the 15-foot dimension intersects a crosswalk, driveway or similar feature.

If construction requires the use of water from a City fire hydrant, or adjustments or repairs are required to any City sewer facilities in proximity to the project site, permits must be obtained from the Department of Water Management, Water and Sewer Sections.

Proposed trees must not be planted above or within five (5) feet of the exterior pipe wall for all water mains 24-inch in diameter and larger. This 5-foot rule excludes mains that are separated from the tree by a hardscape feature or other root growth limiting conditions such as water mains located in the street.

This Department discourages tree planting over water mains that are less than 24-inches in diameter located in the parkway, but if necessary, will allow trees with a maximum mature height of 30 feet and a maximum mature root depth of 2½ feet. Potential plantings that meet this requirement include the following

1. Ornamental shrubs or bushes meeting the mature height and mature root depth stated above.
2. Flowers or other non-woody herbaceous plants.
3. Above ground, removable planting containers that can be moved by construction equipment in the event that water main repair is required.

Existing trees planted above water mains that do not meet these requirements do not need to be removed. However, if such existing trees are removed, all proposed trees installed in their place must meet the above mentioned requirements. Should it be necessary for the DWM to access any of its facilities, the Department shall only be responsible for typical pavement, sidewalk, and hydroseed restoration.

All new sewer installations must meet IEPA separation requirements for water and sewer pipes. All proposed/replaced sewer laterals from catch basins/inlets, sewer mains, and private drains (collectively known as "sewer facilities") that are parallel to water mains, services or fire hydrant leads (collectively known as "water facilities") that are less than 18 inches below the water facility and have less than 10 feet of horizontal separation from the outside edge of the water facility must be made out of ductile iron/water main quality pipe for 10 feet on either side of the outside edge of the water facility. Additionally, all sewer facilities that cross perpendicularly below water facilities with less than 18 inches vertical separation must be made out of ductile iron/water main quality pipe for 10 feet on either side of the outside edge of the water facility.

If any sewer facility crosses perpendicularly above a water facility, then the sewer facility shall be at least 18 inches above the water facility and the sewer facility must be made out of ductile iron/water main quality pipe for 10 feet on either side of the outside edge of the water facility. Sewer laterals that require ductile iron/water main quality pipe shall be ductile iron/water main quality pipe from the catch basin to a point 10 feet beyond the edge of the water facility.

Extreme caution is to be taken to ensure that no facility owned and maintained by this Department is damaged during construction. If damage occurs to any facilities, Sterling Bay Companies, LLC will be held responsible for the cost of repairing or replacing them.

Please note that the details described above are valid for 90 days from the date of this letter, after which time, Sterling Bay Companies, LLC will be responsible for re-submitting plans to this Department for review and revision of the estimate of cost, as needed. ***Failure to comply with the provisions in this correspondence may result in additional expenses to the proposed project to verify that all work conforms to the DWM's standards.***

If there are any questions regarding the water facilities, please contact Angela Krueger at Angela.Krueger@cityofchicago.org.

Sincerely,

Andrea R.H. Cheng Ph.D., P.E.
Acting Commissioner

AZ

Email cc. DOB Plan Desk

D-2

CITY OF CHICAGO

DEPARTMENT OF WATER MANAGEMENT

June 21, 2022

City of Chicago
Department of Transportation
Division of Infrastructure Management
Office of Underground Coordination
30 North LaSalle Street, 3rd Floor
Chicago, Illinois 60602

Attn: Mr. Jai Kalayil
Deputy Commissioner

Re: Proposed Dedication and Subdivision Ordinance
2nd Ward
For: Lincoln Yards North

Subdivision of land and dedication of ROW in the general area bounded by N. Elston Ave, W. Dickens Ave. (2100 N), N. Clybourn Ave, and W. Willow St. (extended) (1740 N). Previously reviewed as OUC VD-102649.

REVISED

OUC File No. VD-110518
M&P Project No. 32-02-20-3936
Water Atlas Page 186 & 204
Sewer Atlas Page 40-1-19 & 40-1-20

Dear Mr. Kalayil:

This letter is a revised response to your inquiry dated June 11, 2021 concerning the proposed dedication and subdivision. This letter supersedes the previous letter dated July 9, 2021.

I) <u>The Department of Water Management (DWM) - Water Section</u>

Once the water mains addressed under VD-110517 (Lincoln Yards North vacation) have been abandoned, the following existing water mains abut or are within the proposed subdivision and must remain:

1. A 12-inch water main in N. Dominick Street from W. Webster Avenue to W. Shakespeare Avenue;
2. An 8-inch water main in W. Dickens Avenue from N. Dominick Street to N. Southport Avenue;
3. A 12-inch water main in N. Southport Avenue from W. Dickens Avenue to N. Kingsbury Street;
4. A 12-inch water main in N. Kingsbury Street from N. Southport Avenue to W. Cortland Street; and
5. A 24-inch water main in W Cortland Street from N. Kingsbury Street to vacated N. Southport Avenue (proposed N. Throop Street).

The Water Section has no objection to the proposed dedication and subdivision, provided the following are part of the dedication and subdivision ordinance:

New water mains are to be installed by the developer at their expense in the following sizes and locations:

a. A 16-inch water main in N. Dominick Street from W. Shakespeare Avenue to W. Armitage Avenue, connecting to the existing 24-inch water main in W. Shakespeare Avenue, the existing 8-inch water main in W. Dickens Avenue, the proposed 12-inch water main in W. Armitage Avenue and extending south into N. Throop Street (approximately 760 feet),

b. A 16-inch water main in N. Throop Street connecting to the new 16-inch water main in N Dominick Street and the new 24-inch water main in W. Cortland Street (approximately 798 feet);

c. A 12-inch water main in W. Armitage Avenue connecting the new 16" water main in N. Dominick Street/N. Throop Street to the existing 12-inch water main in N. Southport Avenue (approximately 386 feet);

d. A 24-inch water main in W. Cortland Street connecting the new16" main in N. Throop Street to the existing 24-inch water main in W. Cortland Street (approximately 52 feet);

e. The 24-inch water main in W. Cortland Street must connect to the 24-inch water main in N Throop Street going under the North Branch of the Chicago River connecting to Lincoln Yards South. The water main crossing under the North Branch of the Chicago River is addressed in the Lincoln Yards South dedication letter, VD-102775.

As part of the installation of the 16-inch water main in N. Dominick Street, the existing 12-inch water main in N. Dominick Street between W. Shakespeare Avenue and W. Dickens Avenue is to be abandoned.

The new water mains are subject to the following.

i. All proposed water main plans are subject to DWM review and approval.

ii. The final phasing and sequencing of the installation of these various mains will be determined by DWM.

iii. DWM will make all final connections between the new water mains and the existing DWM system.

iv. The DWM cannot and will not make ANY connections until 1) as-built drawings for the developer-installed pipe have been reviewed and approved by DWM, and 2) the rights-of-way with the developer-installed pipe have been dedicated to the City. Only after the completion of these two items will the DWM make the connections.

v. The total estimated cost for the DWM to make the connections ($189,530.00) and perform additional work necessary to accommodate the development ($17,120.00) is **$206,650.00** See the attached letter dated February 14, 2022 for further details. This estimate is based on current rates for labor (straight time), material, equipment and overhead charges, but actual costs will be submitted for payment upon completion of the work. Instructions for payment of this deposit are in the attached letter.

vi. In the event the developer is unable to complete the water main installations described above, a deposit is required that will allow DWM to complete the work. The required deposit amount is **$1,492,635.00**. This estimate is based on current rates for labor,

materials, equipment, and overhead charges, but actual costs will be billed to the developer upon DWM's completion of the work.

The developer shall provide the DWM with an irrevocable, unconditional letter of credit in the amount of **$1,492,635.00** for the required Water Main Installation deposit, and in the form of the Letter of Credit, all as set forth in the *Agreement Regarding Temporary Easement for DWM Facilities* ("Agreement") being developed, similar in language and scope to the Agreement developed for Lincoln Yards South.

vii. Further requirements may be developed as development proceeds or changes.

For questions regarding water facilities, please contact Andrew McFarland at andrew.mcfarland@cityofchicago.org.

II) <u>The Department of Water Management (DWM) - Sewer Section</u>

Per Exhibit of New Lots and Street Dedications with Subdivision, there are total (10)-ten lots are proposed for subdivision and represented as Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 8, Lot 9 and Lot 10.

Lot 1, Lot 2, Lot 4, Lot 7, Lot 8 and Lot 10: Based on sewer records, there are no City sewer facilities within the limits of the area proposed for subdivision. Therefore, the Sewer section has no objection to the proposed subdivision of Lot 1, Lot 2, Lot 4, Lot 7, Lot 8 and Lot 10.

Lot 3: Based on sewer records, there is a 24-inch public sewer on N Dominick St – W Dickens Ave to W McLean Ave and within the proposed subdivision of Lot 3. Please see detailed conditions below for Lot 3:

Lot 5, Lot 6 and Lot 9: Based on sewer records, following sewers are present in Lot 5, Lot 6 and Lot 9-

i. 12-inch public sewer on W McLean Ave – N Dominick St to N Southport Ave

ii. 18-inch to 24-inch public sewer on N Southport Ave - W Dickens Ave to W Cortland St

iii. 12-inch public sewer on W Armitage – approx. 308-feet west of west line of N Southport Ave to N Southport Ave

Please see detailed conditions below for Lot 3, Lot 5, Lot 6 and Lot 9:

Detailed conditions for Lot 3, Lot 5, Lot 6 and Lot 9: The Sewer Section will approve the proposed subdivision with dedication, provided the beneficiary must agree with the conditions below:

A. All existing easements for sewer mains listed above in Lot 3, Lot 5, Lot 6 and Lot 9 must remain the same with no change. For the sewers without an easement in Lot 3, Lot 5, Lot 6 and Lot 9, the beneficiary must agree with the conditions below.

1. There must be a reservation of forty (40) feet wide centered at the existing public sewers.

2. The Sewer Section requires a minimum of forty (40) feet of vertical clearance from ground level to provide access to construction machinery that would be necessary in the event of a break or if maintenance or relocation were required in the future.

3. No temporary or permanent buildings or other structures shall be erected upon or over the areas where reservations are required.
4. The City of Chicago Department of Water Management must have continuous 24-hour access without any obstructions like fences or bollards to the area where the reservations are required.
5. It is the beneficiary's responsibility to maintain proper drainage in the areas where reservations are required.
6. All proposed plans for improvements must be submitted to and approved by the Department of Water Management – Sewer Section prior to construction.
7. The beneficiary of the proposed subdivision where the reservations are required must be responsible for the repair, renewal, or replacement of the physical improvements on the areas to be reserved, which may be damaged in connection with the maintenance and repair, or replacement of the sewer facilities and appurtenances.
8. Any adjustments to the Sewer Section's facilities in the areas where reservations are required must be paid by the beneficiary.
9. If and when the owner/developer install the new sewers as a sewer relocation work into new dedicated public ROW and accepted by City, these sewers In Lot 3, Lot 5, Lot 6 and Lot 9 should be abandoned. The abandonment plans must meet the Department of Water Management, Sewer Design Section's requirements.

B. Existing private sewers in the areas to be dedicated will be sealed and removed at the expense of the beneficiary, in accordance with the standard procedures of the Department of Water Management, Sewer Section.

C. If and when the existing private main sewers and appurtenances are abandoned, the abandonment plans must meet the Department of Water Management, Sewer Design Section's requirements.

D. Private structures are not allowed in the public right of way without an ordinance established by the City Council. Existing private structures must be relocated into private property, abandoned or established through a City Council ordinance.

E. It is the owner's / developer's responsibility to provide proper drainage in the areas to be dedicated. When the final plans are available, the owner's / developer's engineering staff must discuss those plans with Sewer Section Engineering Personnel.

F. Please be advised that any underground sewer work, including the public main sewers and sewer structures associated with the proposed dedications, must be submitted for review and installed at the expense of the beneficiary. All permits and inspection costs shall be at the beneficiary's expense. The developer will be the owner and responsible for the maintenance of the public sewers and sewer structures within the dedicated ROWs until the ownership and maintenance is transferred from the developer to CDWM. The ownership and maintenance of said public sewers and sewer structures will be accepted by the Department of Water Management only after receiving, reviewing, and approving the construction as-built drawings and videotaped inspection of the new sewer main. Notification of acceptance of the sewers installed by the developer will come in the form of a letter from the Commissioner.

G. Permits are required to be obtained by a Licensed Drainlayer from the Department of Buildings - Sewer Permit Section for all underground sewer work, in both the public way and on private property. As-built plans of the public sewer and combined public main sewers indicating the street location of the main sewer(s) and appurtenances must be submitted to the Department of Water Management for record purposes within 30 days of completion.

If there are any questions regarding the sewer facilities, contact Anupam Verma at Anupam.Verma@CityofChicago.org.

Very truly yours,

Andrea R.H. Chong, Ph.D , P E.
Commissioner

CITY OF CHICAGO

DEPARTMENT OF WATER MANAGEMENT

July 9, 2021

City of Chicago
Department of Transportation
Division of Infrastructure Management
Office of Underground Coordination
30 North LaSalle Street, 3rd Floor
Chicago, Illinois 60602

Attn: Mr. Jai Kalayil
Coordinator of Street Permits

Re: Proposed Dedication and Subdivision Ordinance
2nd Ward
For: Lincoln Yards North

Subdivision of land and dedication of ROW in the general area bounded by N. Elston Ave, W. Dickens Ave. (2100 N), N. Clybourn Ave, and W. Willow St. (extended) (1740 N). Previously reviewed as OUC VD-102649.

OUC File No. VD-110518
M&P Project No. 32-02-20-3936
Water Atlas Page 186 & 204
Sewer Atlas Page 40-1-19 & 40-1-20

Dear Mr. Kalayil:

This letter is in response to your inquiry dated June 11, 2021 concerning the proposed dedication and subdivision.

I) <u>The Department of Water Management (DWM) - Water Section</u>

Once the water mains addressed under VD-110517 (Lincoln Yards North vacation) have been abandoned, the following existing water mains abut or are within the proposed subdivision and must remain:

1. A 12-inch water main in N. Dominick Street from W. Webster Avenue to W. Shakespeare Avenue;
2. An 8-inch water main in W. Dickens Avenue from N. Dominick Street to N. Southport Avenue;
3. A 12-inch water main in N. Southport Avenue from W. Dickens Avenue to N. Kingsbury Street;
4. A 12-inch water main in N. Kingsbury Street from N. Southport Avenue to W. Cortland Street; and
5. A 24-inch water main in W Cortland Street from N. Kingsbury Street to vacated N. Southport Avenue (proposed N. Throop Street).

The Water Section has no objection to the proposed dedication and subdivision, provided the following are part of the dedication and subdivision ordinance:

New water mains are to be installed by the developer at their expense in the following sizes and locations:

a. A 16-inch water main in N. Dominick Street from W. Shakespeare Avenue to W Armitage Avenue, connecting to the existing 24-inch water main in W. Shakespeare Avenue, the existing 8-inch water main in W. Dickens Avenue, the proposed 12-inch water main in W Armitage Avenue and extending south into N. Throop Street (approximately 760 feet);

b. A 16-inch water main in N. Throop Street connecting to the new 16-inch water main in N. Dominick Street and the new 24-inch water main in W. Cortland Street (approximately 798 feet);

c. A 12-inch water main in W. Armitage Avenue connecting the new 16" water main in N. Dominick Street/N. Throop Street to the existing 12-inch water main in N Southport Avenue (approximately 386 feet);

d. A 24-inch water main in W. Cortland Street connecting the new16" main in N. Throop Street to the existing 24-inch water main in W Cortland Street (approximately 52 feet);

e. The 24-inch water main in W. Cortland Street must connect to the 24-inch water main in N. Throop Street going under the North Branch of the Chicago River connecting to Lincoln Yards South.

As part of the installation of the 16-inch water main in N. Dominick Street, the existing 12-inch water main in N. Dominick Street between W. Shakespeare Avenue and W. Dickens Avenue is to be abandoned.

The new water mains are subject to the following:

i. All proposed water main plans are subject to DWM review and approval.

ii. The final phasing and sequencing of the installation of these various mains will be determined by DWM.

iii. DWM will make all final connections between the new water mains and the existing DWM system.

iv The estimated cost for the DWM to make the connections and perform additional work necessary to accommodate the development is **$194,265.00**. See the attached letter dated January 22, 2021 for further details. This estimate is based on current rates for labor (straight time), material, equipment and overhead charges, but actual costs will be submitted for payment upon completion of the work. Instructions for payment of this deposit are in the attached letter.

v. In the event the developer is unable to complete the water main installations described above, a deposit is required that will allow DWM to complete the work. The required deposit amount is **$1,356,938.00**. This estimate is based on current rates for labor, materials, equipment, and overhead charges, but actual costs will be billed to the developer upon DWM's completion of the work.

The developer shall provide the DWM with an irrevocable, unconditional letter of credit in the amount of **$1,356,938.00** for the required Water Main Installation deposit, and in the form of the Letter of Credit, all as set forth in the Agreement Regarding

Temporary Easement For DWM Facilities ("Agreement") being developed, similar in language and scope to the Agreement developed for Lincoln Yards South.

vi. Further requirements may be developed as development proceeds or changes.

For questions regarding water facilities, please contact Andrew McFarland at andrew.mcfarland@cityofchicago.org.

II) The Department of Water Management (DWM) - Sewer Section

Per the Exhibit of New Lots and Street Dedications with Subdivision, there are a total of ten (10) lots proposed for subdivision and represented as Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 8, Lot 9 and Lot 10. Conditions for these lots are as follows.

Lot 1, Lot 2, Lot 4, Lot 7, Lot 8 and Lot 10: Based on sewer records, there are no City sewer facilities within the limits of the area proposed for subdivision. Therefore, the Sewer section has no objection to the proposed subdivision of Lot 1, Lot 2, Lot 4, Lot 7 and Lot 8.

Lot 3: Based on sewer records, there is a 24-inch public sewer on N Dominick St from W Dickens Ave to W McLean Ave and within the proposed subdivision of Lot 3. Please see detailed conditions below for Lot 3:

Lot 5, Lot 6 and Lot 9: Based on sewer records, the following sewers are present in Lot 5, Lot 6 and Lot 9-

I. 12-inch public sewer on W McLean Ave – N Dominick St to N Southport Ave
II. 18-inch to 24-inch public sewer on N Southport Ave - W Dickens Ave to W Cortland St
III. 12-inch public sewer on W Armitage – approx. 308-feet west of west line of N Southport Ave to N Southport Ave

Please see detailed conditions below for Lot 5, Lot 6 and Lot 9:

Detailed conditions for Lot 3, Lot 5, Lot 6 and Lot 9: The Sewer Section will approve the proposed subdivision with dedication, provided the beneficiary must agree with the conditions below

a. All sewer mains listed above in Lot 3, Lot 5, Lot 6 and Lot 9 must be retained and maintained in addition, the Sewer Section requires a minimum of forty (40) feet of vertical clearance from ground level to provide access to construction machinery that would be necessary in the event of a break or if maintenance or relocation were required in the future. If and when the owner /developer install the new sewers as a sewer relocation work into new dedicated public ROW and accepted by City, these sewers In Lot 3, Lot 5, Lot 6 and Lot 9 could be abandoned. The abandonment plans must meet the Department of Water Management' Sewer Design Section's requirements.

b. Existing private sewers in the areas to be dedicated will be sealed and removed at the expense of the beneficiary, in accordance with the standard procedures of the Department of Water Management, Sewer Section.

c. If and when the existing private main sewers and appurtenances are abandoned, the abandonment plans must meet the Department of Water Management, Sewer Design Section's requirements.

d. Private structures are not allowed in the public right of way without an ordinance established by the City Council. Existing private structures must be relocated into private property, abandoned or established through a City Council ordinance.

e. It is the owner's / developer's responsibility to provide proper drainage in the areas to be dedicated. When the final plans are available, the owner's / developer's engineering staff must discuss those plans with Sewer Section Engineering Personnel.

f. Please be advised that any underground sewer work, including the public main sewers and sewer structures associated with the proposed dedications, must be submitted for review and installed at the expense of the beneficiary. The maintenance of the public sewers and sewer structures will be accepted by the Department of Water Management only, after physical and videotape inspection approved by the Department of Water Management.

g. Permits are required to be obtained by a Licensed Drainlayer from the Department of Buildings - Sewer Permit Section for all underground sewer work, in both the public way and on private property. As-built plans of the public sewer and combined public main sewers indicating the street location of the main sewer(s) and appurtenances must be submitted to the Department of Water Management for record purposes within 30 days of completion.

If there are any questions regarding the sewer facilities, contact Anupam Verma at Anupam.Verma@CityofChicago.org.

Very truly yours,

Andrea R.H. Cheng, Ph.D., P.E.
Commissioner

EXHIBIT E-1 and E-2
DWM VACATION OUC LETTERS
(Attached)

CITY OF CHICAGO

*

DEPARTMENT OF WATER MANAGEMENT

August 31, 2020

Sterling Bay Companies, LLC
333 North Green Street, Ste 1100
Chicago, Illinois 60607

Attention: Martin Wood
Vice President

SUBJECT: **Proposed Lincoln Yards North**
Resident Engineering Services, Water Main Vacation and Dedication, Valve Operations and Review of Phasing Plan
BES Project No. 14-09:071.03
OUC File No. EFP-101068

Mr. Wood:

This correspondence is in response to an Office of Underground Coordination transmittal dated January 13, 2020, and revised plans received August 20, 2020, for the subject project.

The proposed development consists of conceptual roadway reconstruction, vacation and dedication plans for the subject project. Sterling Bay Companies, LLC shall submit final engineering plans for the overall project to the Department of Water Management (DWM) for review and approval prior to the start of construction. Upon review of the final engineering plans, additional DWM involvement may be required in the overall project, resulting in additional costs to Sterling Bay Companies, LLC.

The Department of Water Management - Water Section

This Department maintains several existing grid and feeder mains located within the proposed project limits. In order to accommodate the proposed street reconstruction, dedication, and vacation, the DWM will allow Sterling Bay Companies, LLC's contractor to replace and install the proposed grid and feeder mains. The DWM crews will be responsible for all final connections to the DWM's system, backfill, operation of all valves necessary for the water main work, provide resident engineering and water quality services. ***The DWM cannot and will not take ownership of the water main pipe installed by the Sterling Bay Companies, LLC's contractor in private property until the right-of-way has been dedicated to the city. The DWM will also not perform the source and final connections until as-built drawings are reviewed and approved by this Department.***

Sterling Bay Companies, LLC's contractor will be responsible for obtaining all applicable permits, traffic control and final restoration to CDOT standards for the above-mentioned work. The DWM will perform the excavation, pipework and backfill to grade of the excavated areas.

Additionally, in order to accommodate the proposed street vacations of W Armitage Avenue, W Mclean Avenue, and N Southport Avenue, the following existing water mains must be abandoned in place:

- Approximately 378 feet of 8-inch water main located at approximately 18 feet SNL of W Armitage Avenue
- Approximately 1,026 feet of 12-inch water main located from approximately 20 feet to 22 feet SNL of W Mclean Avenue • Approximately 843 feet of 12-inch water main located from approximately 14 feet WEL to 15 feet EWL of N Southport Avenue

The existing 8-inch and 12-inch water mains are not fully amortized. The estimated unamortized cost for these existing water main abandonments is ***$434,800.00***.

In order to accommodate the above-mentioned abandonments, the following existing water mains and associated tee's and fire hydrant are required to be cut and capped:

- 12-inch x 12-inch grid main south run tee located at approximately 22 feet S SEX and 14 feet WEL of N Southport Avenue at N Kingsbury Street
- 12-inch x 8-inch grid main south run tee located at approximately 24 feet SNL and 34 feet WEL of N Dominick Street and W Dickens Avenue
- 24-inch x 16-inch reducer located at approximately 29 feet SNL and 27 feet WEL of N Dominick Street and W Cortland Street
- Remove and relocate one (1) existing fire hydrant located on the northern frontage of W Cortland Street at approximately 16 feet EEL of N Southport Avenue and reconnect to the existing 24-inch feeder main in W Cortland Street

The scope of the DWM's involvement is limited to excavation, water main pipe work and installation, backfill, valve operations, engineering services and water quality services, at an estimated cost of ***$96,700.00***. Please note that this estimate is based on current rates for labor, material, equipment and overhead charges, but actual costs will be submitted for payment upon completion of the work. Sterling Bay Companies, LLC's contractor will be responsible for obtaining all applicable permits, tracing equipment, excavation/OSHA shoring, abandonment of appurtenances (valve box/valve basin) and final restoration to CDOT standards.

Additionally, the estimated cost for water quality services, including flushing of the 24-inch feeder main weekly is ***$17,800.00***. Please note that this estimate is based on current labor rates (including overhead charges), but the actual costs of the water quality services will be submitted for payment. Should any existing water services be impacted by de-energizing this feeder main, Sterling Bay Companies, LLC shall be responsible for notifying these DWM customers at least 24-hours prior to the shutdown.

The DWM has been providing engineering services to assist Sterling Bay Companies, LLC with the proposed water main design plans for Lincoln Yards North. The current engineering services cost to date is ***$20,000.00***. The estimated cost for this Department to continue to provide engineering design services is ***$20,000.00***. The estimated cost for the DWM to provide all final connections, valve operations, resident engineering services, and water quality services will be determined in the future as the project finalizes. This estimate will be based on current rates for labor (straight and premium time), equipment, and overhead charges, but actual cost will be submitted to Sterling Bay Companies, LLC for payment once construction is completed. Note the additional scope of DWM involvement and costs and expenses may increase upon review of the final engineering plans.

A certified check in the amount of ***$589,300.00*** ($434,800 00 + $96,700.00 + $17,800.00 + $40,000), payable to the City of Chicago, must be hand delivered to the Department of Buildings, Plumbing Permit and Plan Section, 121 North LaSalle Street, Room 906, Chicago, Illinois, 60602, with a copy of this letter.

Construction of the new water mains will require a deposit to guarantee installation of the new facilities. The terms and conditions of that deposit and requirements for the installation of the new water facilities will be addressed in a letter under separate cover once the required facilities have been designed by the developer and reviewed and approved by the DWM.

Sterling Bay Companies, LLC's contractor installing the new grid and feeder main shall perform the following:

- Submit a complete list of the shop drawings (submittals) for all water main materials to be used to complete the water main installation to the Force Account Construction Manager at FACM@ctrwater.net for review. Once the list is approved, the shop drawings (submittals) shall be sent at least 60 days prior to starting the work to the Force Account Construction Manager at FACM@ctrwater.net for review.
- It is required that the Force Account Construction Manager be contacted at FACM@ctrwater.net two (2) weeks prior to the anticipated construction date so a resident engineer can be assigned to the project.
- Obtain a "B-Permit" prior to construction from the City of Chicago, Department of Buildings, Plumbing Permit and Plan Section, City Hall, 121 N LaSalle Street, Room 906, (312) 744-7063.
- Contact the Plumbing Permit and Plan Section of the Department of Buildings regarding any proposed water service installations.
- Submit as-built drawings within two (2) weeks of completion of the work. The as-built drawings should be submitted to the Force Account Construction Manager at FACM@ctrwater.net. ***The DWM will not perform the source and final connections until as-built drawings are reviewed and approved by this Department.***

Failure to comply with these requirements may result in additional expenses to the project to verify that all work conforms to the DWM's standards.

The proposed street improvements will be located above existing water facilities located within the subject project limits. This Department requires unrestricted access to its facilities at all times. Should the DWM require access to its facilities, it will not be responsible for any costs or work for restoration of the proposed street improvements (beyond typical pavement, sidewalk, and hydroseed restoration), including but not limited to, special features, planters, landscaping or structures.

There are existing valve basin frames and lids, water shut-off/valve boxes, and meter vaults within the proposed reconstruction limits. It is requested that any vertical adjustment that may be required to these facilities be incorporated into the contract plans and specifications, and the work is to be performed by Sterling Bay Companies, LLC's contractor. It is also requested that the final payment to the contractor be withheld until this Department has inspected and found the adjusted facilities acceptable. Please contact Mr. Albert Wtorkowski of the Department of Water Management, at Albert.Wtorkowski@cityofchicago.org, in order to schedule the final inspection of any adjusted water facilities.

There are various water mains and appurtenances within the limits of this project All proposed underground facilities must be installed in such a manner to provide the following required clearances: The minimum vertical clearance (edge-to-edge) from all water mains is 18 inches. For feeder mains (water mains 16-inches and larger), the minimum horizontal clearance (edge to-edge) is five (5) feet, and for grid mains (water mains less than 16-inches), the minimum horizontal clearance (edge-to-edge) is three (3) feet.

No proposed above ground facility (tree, planter box, light pole, etc.) can be closer than five (5) feet (edge-to-edge) from a water main or closer than three (3) feet (edge-to-edge) from a water service. Should the DWM require access to its facilities, it will not be responsible for the costs to remove or support any above ground structures adjacent to its facilities.

There will be multiple existing fire hydrants installed within the project's limits. In no case shall the installation of any proposed facility be closer than five (5) feet from a fire hydrant or fire hydrant lead. All new curb installation adjacent to fire hydrants must be painted 'safety yellow' for 15 feet on each side of the fire hydrant except where the 15-foot dimension intersects a crosswalk, driveway or similar feature.

If construction requires the use of water from a City fire hydrant, or adjustments or repairs are required to any City sewer facilities in proximity to the project site, permits must be obtained from the Department of Water Management, Water and Sewer Sections.

Proposed trees must not be planted above or within five (5) feet of the exterior pipe wall for all water mains 24-inch in diameter and larger. This 5-foot rule excludes mains that are separated from the tree by a hardscape feature or other root growth limiting conditions such as water mains located in the street.

This Department discourages tree planting over water mains that are less than 24-inches in diameter located in the parkway, but if necessary, will allow trees with a maximum mature height of 30 feet and a maximum mature root depth of 2½ feet. Potential plantings that meet this requirement include the following:

1. Ornamental shrubs or bushes meeting the mature height and mature root depth stated above.
2. Flowers or other non-woody herbaceous plants.
3. Above ground, removable planting containers that can be moved by construction equipment in the event that water main repair is required.

Existing trees planted above water mains that do not meet these requirements do not need to be removed. However, if such existing trees are removed, all proposed trees installed in their place must meet the above-mentioned requirements. Should it be necessary for the DWM to access any of its facilities, the Department shall only be responsible for typical pavement, sidewalk, and hydroseed restoration.

All new sewer installations must meet IEPA separation requirements for water and sewer pipes. All proposed/replaced sewer laterals from catch basins/inlets, sewer mains, and private drains (collectively known as "sewer facilities") that are parallel to water mains, services or fire hydrant leads (collectively known as "water facilities") that are less than 18 inches below the water facility and have less than 10 feet of horizontal separation from the outside edge of the water facility must be made out of ductile iron/water main quality pipe for 10 feet on either side of the outside edge of the water facility. Additionally, all sewer facilities that cross perpendicularly below water facilities

with less than 18 inches vertical separation must be made out of ductile iron/water main quality pipe for 10 feet on either side of the outside edge of the water facility. If any sewer facility crosses perpendicularly above a water facility, then the sewer facility shall be at least 18 inches above the water facility and the sewer facility must be made out of ductile iron/water main quality pipe for 10 feet on either side of the outside edge of the water facility. Sewer laterals that require ductile iron/water main quality pipe shall be ductile iron/water main quality pipe from the catch basin to a point 10 feet beyond the edge of the water facility

Extreme caution is to be taken to ensure that no facility owned and maintained by this Department is damaged during construction. If damage occurs to any facilities, Sterling Bay Companies, LLC will be held responsible for the cost of repairing or replacing them.

Please note that the details described above are valid for 90 days from the date of this letter, after which time, Sterling Bay Companies, LLC will be responsible for re-submitting plans to this Department for review and revision of the estimate of cost, as needed. ***Failure to comply with the provisions in this correspondence may result in additional expenses to the proposed project to verify that all work conforms to the DWM's standards.***

If there are any questions regarding the water facilities, please contact Angela Krueger at Angela.Krueger@cityofchicago.org.

Sincerely,

Randy Conner
Commissioner

AK/HG/AZ

cc: DOB Plan Desk

E-2

CITY OF CHICAGO

*

DEPARTMENT OF WATER MANAGEMENT

May 6, 2022

City of Chicago
Department of Transportation
Division of Infrastructure Management
Office of Underground Coordination
30 North LaSalle Street, 3rd Floor
Chicago, Illinois 60602

Attn: Mr. Jai Kalayil
Deputy Commissioner

Re: Proposed Vacation Ordinance
2nd Ward
For: Lincoln Yards North

Vacation of ROW including portions of alleys and portions of streets in the general area bounded by N. Elston Ave, W. Dickens Ave. (2100 N), N. Clybourn Ave, and W. Willow St. (extended) (1740 N). Previously reviewed as OUC VD-102642.

REVISED

OUC File No. VD-110517
M&P Project No. 32-02-20-3935
Water Atlas Page 186 & 204
Sewer Atlas Page 40-1-19 & 40-1-20

Dear Mr. Kalayil:

This letter is an updated response to your inquiry dated June 11, 2021 concerning the proposed vacation. This letter supersedes the previous letter dated July 9, 2021, a copy of which is attached.

I) **The Department of Water Management (DWM) - Water Section**

The following water mains and appurtenances are located within the streets proposed for vacation and streets previously vacated:

1. Approximately 378 feet of 8-inch water main located in W Armitage Avenue west of N Southport Avenue installed in 1935;
2. Approximately 736 feet of 12-inch water main located in N Dominick Street from W Dickens Avenue to W McLean Avenue and in W McLean Avenue from N Dominick Street to N Southport Avenue installed in 1991; and
3. Approximately 843 feet of 12-inch water main located in N Southport Avenue from N Kingsbury Street to N Southport Avenue installed in 2016.

For the vacation to be approved by the Water Section, these water mains must be abandoned. The requirements of the letter to Sterling Bay Companies, LLC dated August 31, 2020 (also attached), must be complied with, with exceptions as noted below:

a. The water mains described above must be abandoned. The scope of the DWM's involvement is limited to excavation, water main pipe work and installation, backfill, valve operations, engineering services and water quality services, at an updated

estimated cost of ***$143,655.00***. Please note that this estimate is based on current rates for labor, material, equipment and overhead charges, but actual costs will be submitted for payment upon completion of the work.

b. Sterling Bay Companies, LLC's contractor will be responsible for obtaining all applicable permits, tracing equipment, excavation/OSHA shoring, abandonment of appurtenances (valve box/valve basin) and final restoration to CDOT standards.

c. All water services no longer in use must be permanently terminated as part of the proposed development by permit per DWM Standards.

d. DWM will allow the water mains to be abandoned in two phases. Phase 1 will abandon the water mains described in Items 1 and 2 above Phase 2 will abandon the water main described in Item 3 above.

e. Because the existing water mains cannot be located within private property (the vacated streets), a temporary easement must be put in place to protect the water mains See Section III of this letter for temporary easement requirements. The temporary easement will be released once the water mains have been abandoned.

f. This letter is only regarding the vacation described above Final plans for the proposed development must be submitted to the DWM for review and approval prior to construction. Construction of the new water mains will require a deposit to guarantee installation of the new facilities. The terms and conditions of that deposit and requirements for the installation of the new water facilities will be addressed in a letter under separate cover once the required facilities have been designed by the developer and reviewed and approved by the DWM.

g. The existing 8-inch and 12-inch water mains are not fully amortized. The estimated unamortized cost for these existing water main abandonments is ***$425,217.84***.

h. The new 16-inch water main in the proposed N Dominick Street must be installed and connected to the existing 24-inch water main in W Cortland Street before the existing 12-inch water main in N Southport Avenue can be abandoned. To maintain water quality, the water main in W Cortland Street may not be left as a dead end.

i. The attached letter also required a deposit for engineering services of ***$40,000.00,*** which was paid on October 13, 2020, under Permit No 1507319.

j. A certified check in the amount of ***$568,872.84 ($143,655.00 + $425,217.84)***, payable to the City of Chicago, must be hand delivered to the Department of Buildings, Plumbing Permit and Plan Section, 121 North LaSalle Street, Room 906, Chicago, Illinois, 60602, with a copy of this letter.

For questions regarding water facilities, please contact Andrew McFarland at andrew.mcfarland@cityofchicago.org.

II) The Department of Water Management (DWM) - Sewer Section

Per Exhibit B, there are total (7)-seven parcels are proposed for vacation and represented as V1, V2, V3, V4, V5, V6 and V7.

Parcel V1: Based on sewer records, there is a 24-inch public sewer on N Dominick St flowing south entering the proposed area to be vacated. This 24-inch sewer main is serving area along N Dominick St including upstream of the area to be vacated. This 24-inch sewer main must be retained and maintained until the new relocated sewer is built by the beneficiary

of the vacated ROW and accepted by City as a part of sewer relocation work into new dedicated public ROW. See Section III of this letter for temporary easement requirements.

Parcel V2, V3, V5, V6 and V7: Based on sewer records, there are no City sewer facilities within the limits of the area proposed for vacation. Therefore, the Sewer section has no objection to the proposed vacation of Parcel V2, V3, V5, V6 and V7.

Parcel V4: Based on sewer records, there is a 12-inch public sewer in W McLean Ave flowing east and an 18-inch public sewer on N Southport Ave flowing south. These sewer mains are serving areas along W McLean Ave and N Southport Ave including upstream of the area to be vacated. These sewer mains must be retained and maintained until the new relocated sewers are built by the beneficiary of the vacated ROW and accepted by City as a part of sewer relocation work into new dedicated public ROW. See Section III of this letter for temporary easement requirements.

If there are any questions regarding the sewer facilities, contact Anupam Verma at Anupam.Verma@CityofChicago.org.

III) <u>The Department of Water Management – Temporary Easement Requirements</u>

The temporary easement is subject to the following conditions:

i. There must be a temporary easement over the entire width and length of the vacated ROW, including previously vacated ROW in N Southport Ave between W Cortland Street and W McClean Avenue and in W Armitage Avenue from N Southport Avenue west to the river for the existing water and sewer mains

ii. There must be a minimum forty (40) feet of vertical clearance from ground level to provide access to construction machinery that would be necessary in the event of a break or if maintenance or relocation were required in the future.

iii. The DWM must have continuous 24-hour access without any obstructions like fences or bollards to the area where the temporary easement is required

iv. All proposed plans for improvements must be submitted to and approved by the DWM prior to construction.

v. The beneficiary of the vacated ROW where a temporary easement is required must be responsible for the repair, renewal or replacement of any physical improvements on the vacated area which may be damaged in connection with the maintenance and repair, or replacement of the sewer main Examples of improvements include, but are not limited to the landscape island, the private drainage system, lighting, pavement and sidewalks.

vi. The beneficiary of the vacated ROW where a temporary easement is required must be responsible for completely removing any obstacle for the maintenance and repair, or replacement of the water and sewer mains.

vii. The beneficiary of the vacated ROW where a temporary easement is required must follow Landscape requirements per DWM requirements for Existing Facilities Protection.

viii. Because the temporary easement is in an active construction site, any repairs or adjustments to the DWM's facilities in the vacated ROW where a temporary easement is required must be paid by the beneficiary. This includes, but is not limited to, repairs

or adjustments due to water main or sewer breaks, leaks, damage from construction operations, and any other repairs deemed necessary by the DWM.

ix. The temporary easement on the area to be vacated can be released after the existing facilities are abandoned and new facilities built by the beneficiary within dedicated ROW that replaces the functions of the water mains and sewers within the vacated ROW and accepted by the DWM

x. Once the new temporary easement is in place, the DWM can release its rights in the previously vacated ROW's described above.

xi. All temporary easement document must be reviewed and approved by the DWM

Very truly yours,

Andrea R. H. Cheng, Ph.D., P.E.
Commissioner

CITY OF CHICAGO

*

DEPARTMENT OF WATER MANAGEMENT

July 9, 2021

City of Chicago
Department of Transportation
Division of Infrastructure Management
Office of Underground Coordination
30 North LaSalle Street, 3rd Floor
Chicago, Illinois 60602

Attn: Mr. Jai Kalayil
Coordinator of Street Permits

Re: Proposed Vacation Ordinance
2nd Ward
For: Lincoln Yards North

Vacation of ROW including portions of alleys and portions of streets in the general area bounded by N. Elston Ave, W. Dickens Ave. (2100 N), N. Clybourn Ave, and W. Willow St. (extended) (1740 N). Previously reviewed as OUC VD-102642.

OUC File No. VD-110517
M&P Project No. 32-02-20-3935
Water Atlas Page 186 & 204
Sewer Atlas Page 40-1-19 & 40-1-20

Dear Mr. Kalayil:

This letter is in response to your inquiry dated June 11, 2021 concerning the proposed vacation. This letter supersedes the previous letter dated October 15, 2020 and submitted under VD-102642.

I) **<u>The Department of Water Management (DWM) - Water Section</u>**

The following water mains and appurtenances are located within the streets proposed for vacation and streets previously vacated:

1. Approximately 378 feet of 8-inch water main located in W Armitage Avenue west of N Southport Avenue installed in 1935;
2. Approximately 736 feet of 12-inch water main located in N Dominick Street from W Dickens Avenue to W McLean Avenue and in W McLean Avenue from N Dominick Street to N Southport Avenue installed in 1991; and
3. Approximately 843 feet of 12-inch water main located in N Southport Avenue from N Kingsbury Street to N Southport Avenue installed in 2016.

For the vacation to be approved by the Water Section, these water mains must be abandoned and the requirements of the letter to Sterling Bay Companies, LLC dated August 31, 2020, attached hereto, must be complied with, namely:

a. The water mains described above must be abandoned. The scope of the DWM's involvement is limited to excavation, water main pipe work and installation, backfill, valve operations, engineering services and water quality services, at an estimated cost of ***$96,700.00***. Please note that this estimate is based on current rates for labor.

material, equipment and overhead charges, but actual costs will be submitted for payment upon completion of the work.

b. Sterling Bay Companies, LLC's contractor will be responsible for obtaining all applicable permits, tracing equipment, excavation/OSHA shoring, abandonment of appurtenances (valve box/valve basin) and final restoration to CDOT standards

c. All water services no longer in use must be permanently terminated as part of the proposed development by permit per DWM Standards.

d. Because the existing water mains cannot be located within private property (the vacated streets), this work must be done before the vacation can be approved.

e. This letter is only regarding the vacation described above. Final plans for the proposed development must be submitted to the DWM for review and approval prior to construction. Construction of the new water mains will require a deposit to guarantee installation of the new facilities. The terms and conditions of that deposit and requirements for the installation of the new water facilities will be addressed in a letter under separate cover once the required facilities have been designed by the developer and reviewed and approved by the DWM.

f. The existing 8-inch and 12-inch water mains are not fully amortized. The estimated unamortized cost for these existing water main abandonments is ***$434,800.00***.

g. Abandonment of the existing water mains will create an unacceptable dead end of the 24" water main in W Cortland Street. To maintain water quality in this main will require periodic flushing of that main. The estimated cost for that work is ***$17,800.00***. This estimate is based on current labor rates (including overhead charges), but the actual costs of the water quality services will be submitted for payment.

h. The attached letter also requires a deposit for engineering services of ***$40,000.00***, which was paid on October 13, 2020 under Permit No. 1507319.

i. Detailed instructions for payment of the remaining estimated costs in the amount of ***$549,300.00*** ($96,700.00 + $434,800.00 + $17,800.00), are in the attached letter.

For questions regarding water facilities, please contact Andrew McFarland at andrew.mcfarland@cityofchicago.org.

II) The Department of Water Management (DWM) - Sewer Section

Per Exhibit B, there are total (7)-seven parcels are proposed for vacation and represented as V1, V2, V3, V4, V5, V6 and V7.

Parcel V1: Based on sewer records, there is a 24-inch public sewer on N Dominick St flowing south entering the proposed area to be vacated. This 24-inch sewer main is serving area along N Dominick St including upstream of the area to be vacated. This 24-inch sewer main must be retained and maintained until the new relocated sewer is built by the beneficiary of the vacated ROW and accepted by City as a part of sewer relocation work into new dedicated public ROW. Please see detailed conditions below:

Parcel V2, V3, V5, V6 and V7. Based on sewer records, there are no City sewer facilities within the limits of the area proposed for vacation. Therefore, the Sewer section has no objection to the proposed vacation of Parcel V2, V3, V5, V6 and V7.

Parcel V4: Based on sewer records, there is a 12-inch public sewer in W McLean Ave flowing east and an 18-inch public sewer on N Southport Ave flowing south. These sewer mains are serving areas along W McLean Ave and N Southport Ave including upstream of the area to be vacated. These sewer mains must be retained and maintained until the new relocated sewers are built by the beneficiary of the vacated ROW and accepted by City as a part of sewer relocation work into new dedicated public ROW. Please see detailed conditions below:

Detailed conditions for Parcel V1 and V4: The Sewer Section will approve the proposed street vacation, provided the beneficiary must agree with the conditions below

i. There must be a reservation of the entire width and length of the vacated ROW for the existing sewer mains.

ii. The Sewer Section requires a minimum of forty (40) feet of vertical clearance from ground level to provide access to construction machinery that would be necessary in the event of a break or if maintenance or relocation were required in the future.

iii. The City of Chicago Department of Water Management must have continuous 24-hour access without any obstructions like fences or bollards to the area where the reservation is required.

iv. All proposed plans for improvements must be submitted to and approved by the Department of Water Management – Sewer Section prior to construction.

v. The beneficiary of the vacated ROW where a reservation is required must be responsible for the repair, renewal or replacement of any physical improvements on the vacated area which may be damaged in connection with the maintenance and repair, or replacement of the sewer main. Examples of improvements include, but are not limited to the landscape island, the private drainage system, lighting, pavement and sidewalks.

vi. The beneficiary of the vacated ROW where a reservation is required must be responsible for completely removing any obstacle for the maintenance and repair, or replacement of the sewer main.

vii. The beneficiary of the vacated ROW where a reservation is required must follow Landscape requirements per Department of Water Management Sewer requirements for Existing Facilities Protection.

viii. Any adjustments to the Sewer Section's facilities in the vacated ROW where a reservation is required must be paid by the beneficiary

ix Reservations on both parcels could be released after accepting relocated sewers are built by the beneficiary and accepted by City as a part of sewer relocation work into new dedicated public ROW.

If there are any questions regarding the sewer facilities, contact Anupam Verma at Anupam.Verma@CityofChicago.org.

Very truly yours,

Andrea R.H. Cheng, Ph.D., P.E
Commissioner

EXHIBIT F
FORM OF RELEASE OF TEMPORARY DWM EASEMENT

RELEASE DEED

CITY OF CHICAGO, an Illinois home rule municipal corporation (the "City"), in consideration of the sum of Ten Dollars ($10.00), and other valuable consideration, the receipt which is hereby acknowledged, does hereby RELEASE and QUITCLAIM to ALLOY PROPERTY COMPANY, LLC, a Delaware limited liability company ("Grantee") and to its successors and assigns forever, all of City's right, title and interest in and to the following described real estate situated in Cook County, State of Illinois:

Rights granted by _____ recorded as Doc. No. _____ on _____, 20__, in and through the following real property:

(Insert legal description here) (the "Release Area")

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

Address of real estate:_____, Chicago, Illinois 60614

Permanent Real Estate Index Number: _____

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

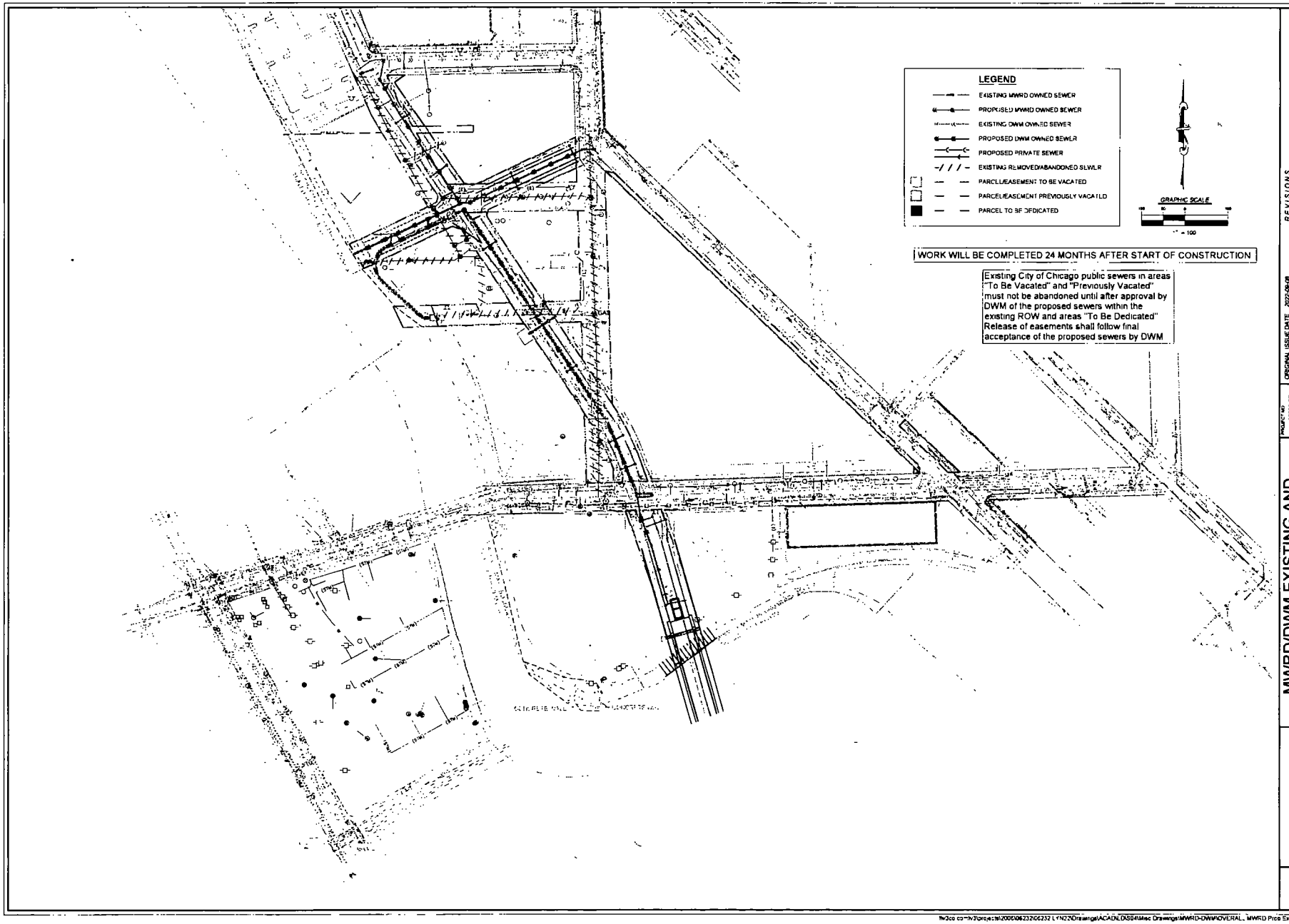
CITY OF CHICAGO,
an Illinois home rule municipal corporation

By: _____
Name: _____
Title: Commissioner,
Department of Transportation

EXHIBIT G

DEVELOPERS DWM FACILITY WORK

Subexhibit G



REVISIONS

NO	DATE	DESCRIPTION
1	09/12/22	ISSUED TO CITY
2	24/11/22	DWM NOTE ADD REVISIONS

ORIGINAL ISSUE DATE 2022-08-08

PROJECT NO 08232.SDW
FIELD CHANGES LJS
DRAWN BY EF
TRAWING NO 08

MWRD/DWM EXISTING AND PROPOSED SEWER EXHIBIT

LINCOLN YARDS NORTH

CHICAGO ILLINOIS

7325 Janes Avenue
Woodridge, IL 60517
630 724 9200 phone
www.v3co.com

DRAWING NO

EX. 3

W:\co co-fs\projects\2006\06232\06232 LYN2\Drawings\ACAD\LDS04\Misc Drawings\MWRD-DWM\OVERALL_MWRD Proc Exist Sewers.dwg, ar15/2022

EXHIBIT H

FORM OF LETTER OF CREDIT
(Attached)

UNCONDITIONAL, IRREVOCABLE STAND-BY LETTER OF CREDIT

(DATE)

CITY OF CHICAGO
DEPARTMENT OF WATER MANAGEMENT
1000 E. OHIO STREET
CHICAGO, IL 60611
ATTN: COMMISSIONER

COMMISSIONER:

WE HEREBY ISSUE UNCONDITIONAL, IRREVOCABLE STAND-BY LETTER OF CREDIT NO. _____ IN YOUR FAVOR UP TO AN AGGREGATE AMOUNT OF ONE MILLION FOUR HUNDRED NINETY-TWO THOUSAND SIX HUNDRED THIRTY-FIVE AND NO/100 DOLLARS ($1,492,635.00). THIS LETTER OF CREDIT IS ISSUED, PRESENTABLE AND PAYABLE AT OUR OFFICES AT _____ CHICAGO, IL 606__.

FUNDS UNDER THIS CREDIT ARE AVAILABLE TO YOU UNCONDITIONALLY AGAINST YOUR SIGHT DRAFTS FOR ANY SUM OR SUMS NOT EXCEEDING A TOTAL OF ONE MILLION FOUR HUNDRED NINETY-TWO THOUSAND SIX HUNDRED THIRTY-FIVE AND NO/100 DOLLARS ($1,492,635.00). DRAWN ON US MENTIONING OUR LETTER OF CREDIT NO. _____ PURPORTEDLY SIGNED BY THE COMMISSIONER (ACTING OR ACTUAL) OF THE DEPARTMENT OF WATER MANAGEMENT OR THE CITY COMPTROLLER OF THE CITY OF CHICAGO (WHETHER ACTING OR ACTUAL).

OUR OBLIGATIONS HEREUNDER ARE PRIMARY OBLIGATIONS TO THE CITY OF CHICAGO AND SHALL NOT BE AFFECTED BY THE PERFORMANCE OR NON-PERFORMANCE BY [ENTITY], LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS AFFILIATES, SUCCESSORS, AND/OR ASSIGNS (COLLECTIVELY, THE "DEVELOPERS"), UNDER ANY AGREEMENT WITH THE CITY OF CHICAGO OR BY ANY BANKRUPTCY OR OTHER INSOLVENCY PROCEEDING INITIATED BY OR AGAINST DEVELOPERS. DEVELOPERS IS NOT THE OWNER OF OR BENEFICIARY UNDER THIS LETTER OF CREDIT AND POSSESSES NO INTEREST WHATSOEVER IN THIS LETTER OF CREDIT OR PROCEEDS OF SAME. WE ENGAGE WITH YOU THAT ANY DRAWS UNDER THIS LETTER OF CREDIT SHALL BE DULY HONORED ON SIGHT IF PRESENTED TO US ON OR BEFORE _____, 20__.

PARTIAL AND MULTIPLE DRAWINGS ARE PERMITTED.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR AN ADDITIONAL TWELVE (12) MONTH PERIOD FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE HEREOF, UNLESS AT LEAST THIRTY (30) DAYS PRIOR TO ANY SUCH DATE WE NOTIFY YOU BY CERTIFIED MAIL AT THE ADDRESS SET FORTH ABOVE THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED FOR ANY SUCH

ADDITIONAL PERIOD.

THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600 (IUCP) AND TO THE UNIFORM COMMERCIAL CODE - LETTERS OF CREDIT, 810 ILCS 5/5-101 ET SEQ. AS AMENDED AND AS IN EFFECT IN THE STATE OF ILLINOIS (UCC). TO THE EXTENT THE PROVISIONS OF THE IUCP AND THE UCC CONFLICT, THE PROVISIONS OF THE UCC SHALL CONTROL.

(AUTHORIZED SIGNATURE)

EXHIBIT I
Lincoln Yards North
DEVELOPERS DWM FACILITY WORK SCHEDULE

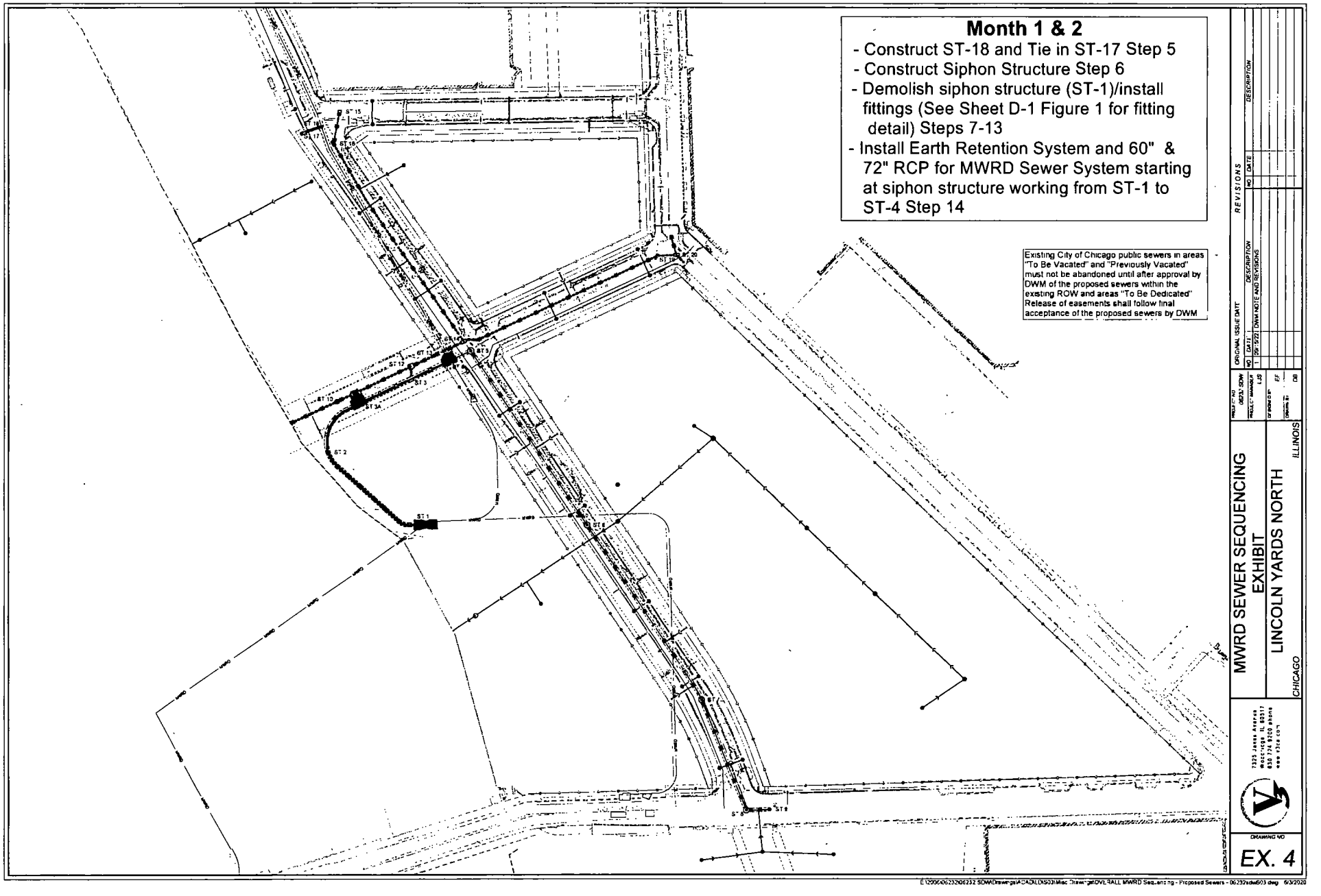
1. Package 1 – (LYN)
    a. Throop Street – W. Webster Ave to W. Cortland St.
    b. Dickens – Throop St. to Southport Ave
    c. Southport Ave – W. Webster to Armitage Ave / N Kingsbury St.
    d. Armitage Ave – Southport Ave/Kingsbury to River
    e. Schedule
        i. Approvals – 7/1/2022 – 6/1/2023
        ii. Construction – 6/1/2023 – 11/1/2025

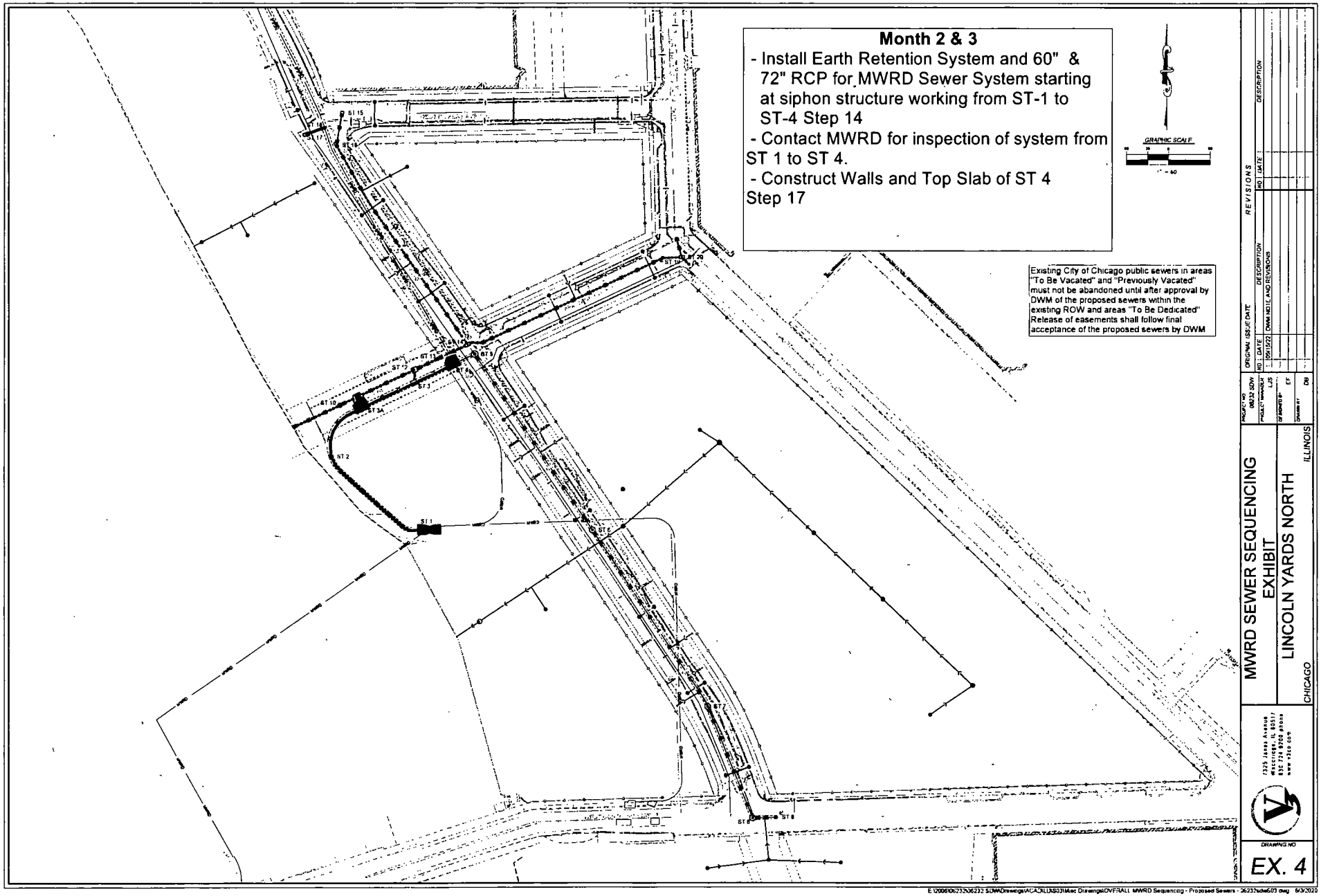
2. Package 5 - W. Cortland Avenue (LYN) & Water Main in Tunnel
    a. W. Cortland St. – Chicago River (1420 W) to N. Kingsbury St.
    b. N. Throop St. – Chicago River ((~1845 N) to ~1920 N. Throop
    c. Water Main in Tunnel along N. Throop St. bridge from W. Willow St. to W. Cortland Av.
    d. Schedule:
        i. Approvals – 7/1/2022 – 6/1/2023
        ii. Construction – 6/1/2023 – 11/1/2025

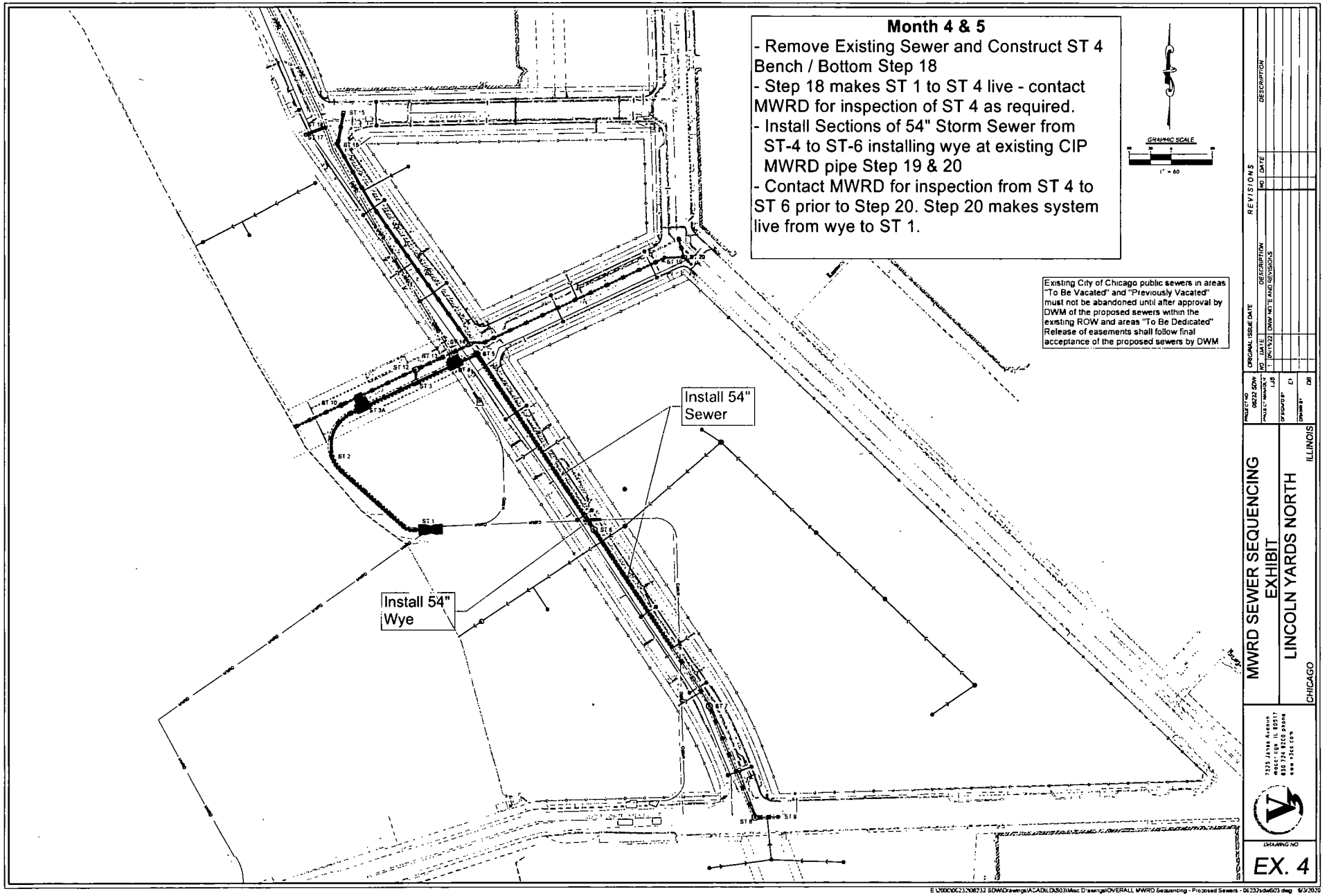
3. Throop Bridge:
    a. Schedule
        i. Approvals – 7/1/2022 – 6/1/2023
        ii. Construction – 3/1/2023 – 11/1/2025

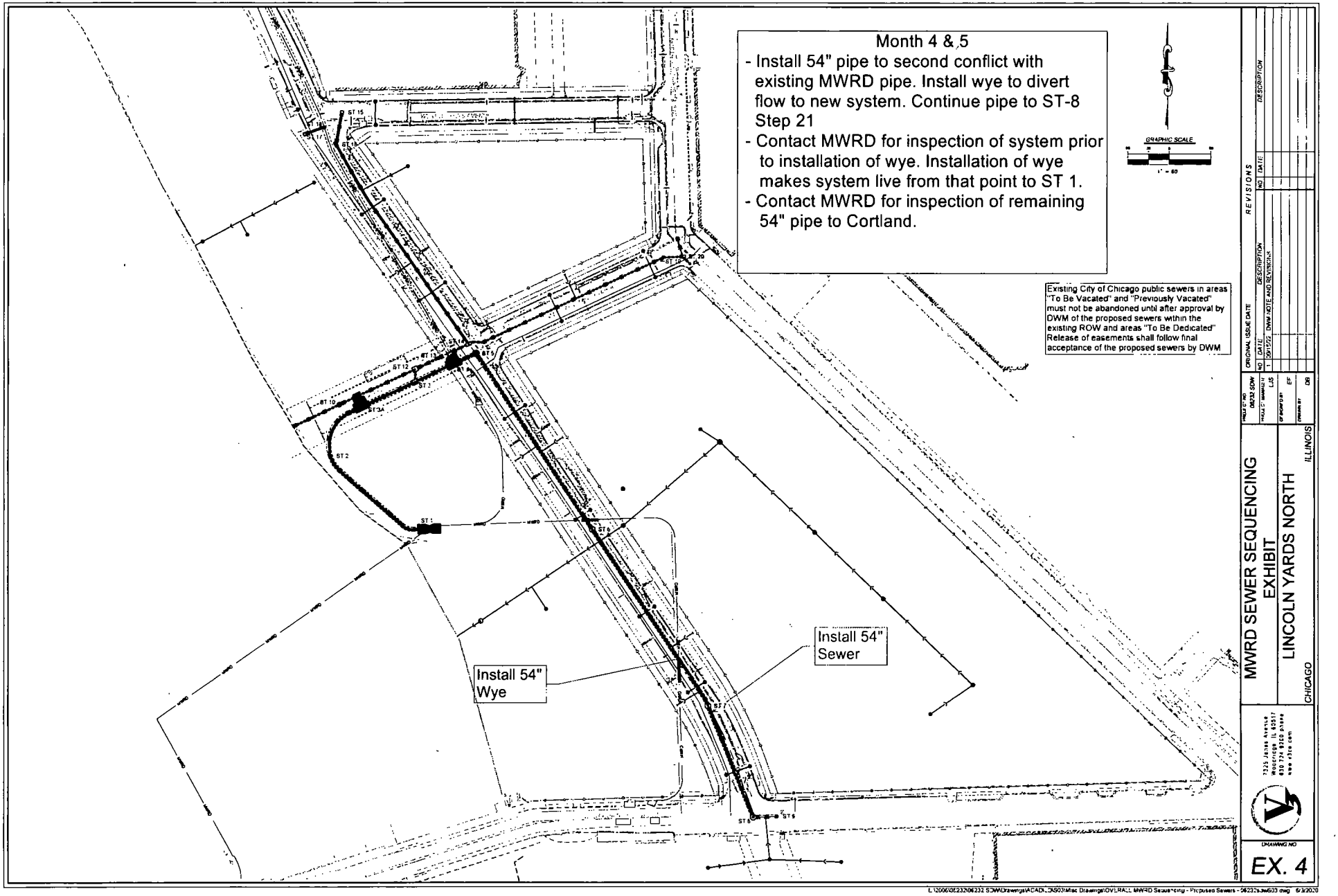
Developers to submit sequencing plan to DWM for review and approval prior to commencing DWM sewer work in the field. The sequencing plan for Developers' MWRD sewer work is attached.

Attachment to subexhibit I




Month 2 & 3
- Install Earth Retention System and 60" & 72" RCP for MWRD Sewer System starting at siphon structure working from ST-1 to ST-4 Step 14
- Contact MWRD for inspection of system from ST 1 to ST 4.
- Construct Walls and Top Slab of ST 4 Step 17
Existing City of Chicago public sewers in areas "To Be Vacated" and "Previously Vacated" must not be abandoned until after approval by DWM of the proposed sewers within the existing ROW and areas "To Be Dedicated" Release of easements shall follow final acceptance of the proposed sewers by DWM
GRAPHIC SCALE
1" = 60'
ST 1
ST 2
ST 3
ST 3A
ST 4
ST 5
ST 6
ST 7
ST 8
ST 9
ST 10
ST 11
ST 12
ST 13
ST 14
ST 15
ST 16
ST 17
ST 18
ST 19
ST 20
REVISIONS
NO. DATE DESCRIPTION
1 05/10/22 DWM NOTE AND REVISIONS
ORIGINAL ISSUE DATE
PROJECT NO 06232.SDW
PROJECT MANAGER LJS
DESIGNED BY EF
DRAWN BY DB
MWRD SEWER SEQUENCING EXHIBIT
LINCOLN YARDS NORTH
CHICAGO ILLINOIS
DRAWING NO
EX. 4


Month 4 & 5
- Remove Existing Sewer and Construct ST 4 Bench / Bottom Step 18
- Step 18 makes ST 1 to ST 4 live - contact MWRD for inspection of ST 4 as required.
- Install Sections of 54" Storm Sewer from ST-4 to ST-6 installing wye at existing CIP MWRD pipe Step 19 & 20
- Contact MWRD for inspection from ST 4 to ST 6 prior to Step 20. Step 20 makes system live from wye to ST 1.
GRAPHIC SCALE
1" = 60
Existing City of Chicago public sewers in areas "To Be Vacated" and "Previously Vacated" must not be abandoned until after approval by DWM of the proposed sewers within the existing ROW and areas "To Be Dedicated" Release of easements shall follow final acceptance of the proposed sewers by DWM
Install 54" Sewer
Install 54" Wye
ST 1
ST 2
ST 3
ST 3A
ST 4
ST 5
ST 6
ST 7
ST 8
ST 9
ST 10
ST 11
ST 12
ST 13
ST 14
ST 15
ST 16
ST 17
ST 18
ST 19
ST 20
REVISIONS
NO DATE DESCRIPTION
ORIGINAL ISSUE DATE
NO DATE DESCRIPTION
1 06/17/22 DWM NOTE AND REVISIONS
PROJECT NO 06232 SDWD
PROJECT MANAGER LJB
DESIGNED BY CY
DRAWN BY DB
MWRD SEWER SEQUENCING EXHIBIT
LINCOLN YARDS NORTH
CHICAGO ILLINOIS
DRAWING NO
EX. 4


Month 4 & 5
- Install 54" pipe to second conflict with existing MWRD pipe. Install wye to divert flow to new system. Continue pipe to ST-8 Step 21
- Contact MWRD for inspection of system prior to installation of wye. Installation of wye makes system live from that point to ST 1.
- Contact MWRD for inspection of remaining 54" pipe to Cortland.
Existing City of Chicago public sewers in areas "To Be Vacated" and "Previously Vacated" must not be abandoned until after approval by DWM of the proposed sewers within the existing ROW and areas "To Be Dedicated" Release of easements shall follow final acceptance of the proposed sewers by DWM
GRAPHIC SCALE
1" = 60'
Install 54" Wye
Install 54" Sewer
ST 1
ST 2
ST 3
ST 3A
ST 5
ST 6
ST 7
ST 8
ST 9
ST 10
ST 11
ST 12
ST 13
ST 14
ST 15
ST 16
ST 17
ST 18
ST 19
ST 20
REVISIONS
NO DATE DESCRIPTION
ORIGINAL ISSUE DATE
NO DATE DESCRIPTION
1 09/15/22 DWM NOTE AND REVISIONS
MWRD SEWER SEQUENCING EXHIBIT
LINCOLN YARDS NORTH
CHICAGO ILLINOIS
DRAWING NO
EX. 4

Month 6

- Install Pipe and Structures from Southport/Armitage to the River (ST-10 to ST-20)
- Install Riverwall Outfall (ST 10 to River)
- Set up bypass pump existing MWRD system (2 EA 6" pumps. See product data sheets for more information) Step 24

Install Storm Sewer Structures and Pipe

Bypass Pumping to complete MWRD system

Existing City of Chicago public sewers in areas "To Be Vacated" and "Previously Vacated" must not be abandoned until after approval by DWM of the proposed sewers within the existing ROW and areas "To Be Dedicated" Release of easements shall follow final acceptance of the proposed sewers by DWM

GRAPHIC SCALE

1" = 60'

REVISIONS

NO	DATE	DESCRIPTION
1	09/15/22	DWM NOTE AND REVISIONS

ORIGINAL ISSUE DATE

PROJECT NO 08232.SOW

PROJECT MANAGER LJS

DRAWN BY EF

CHECKED BY DB

MWRD SEWER SEQUENCING EXHIBIT

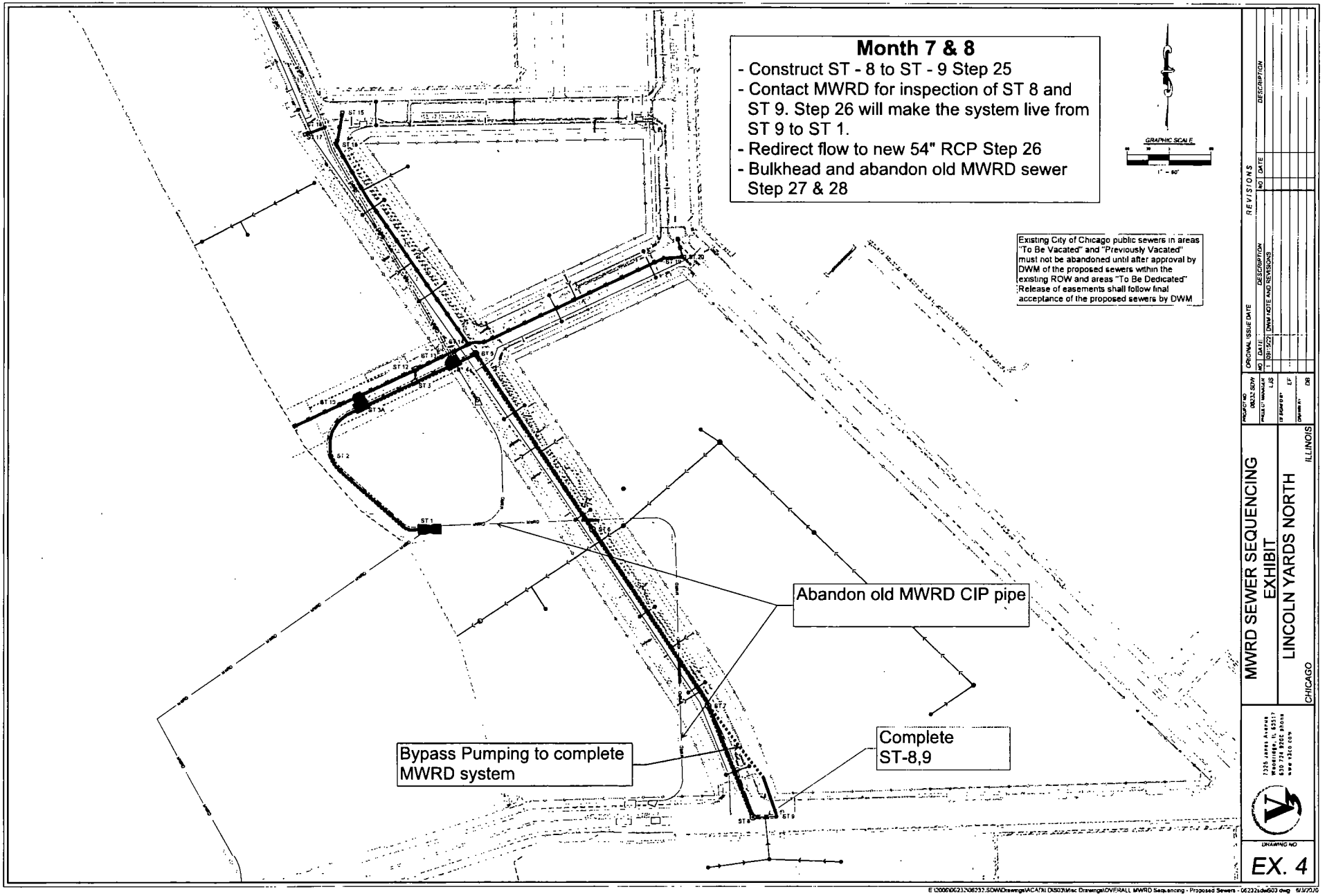
LINCOLN YARDS NORTH

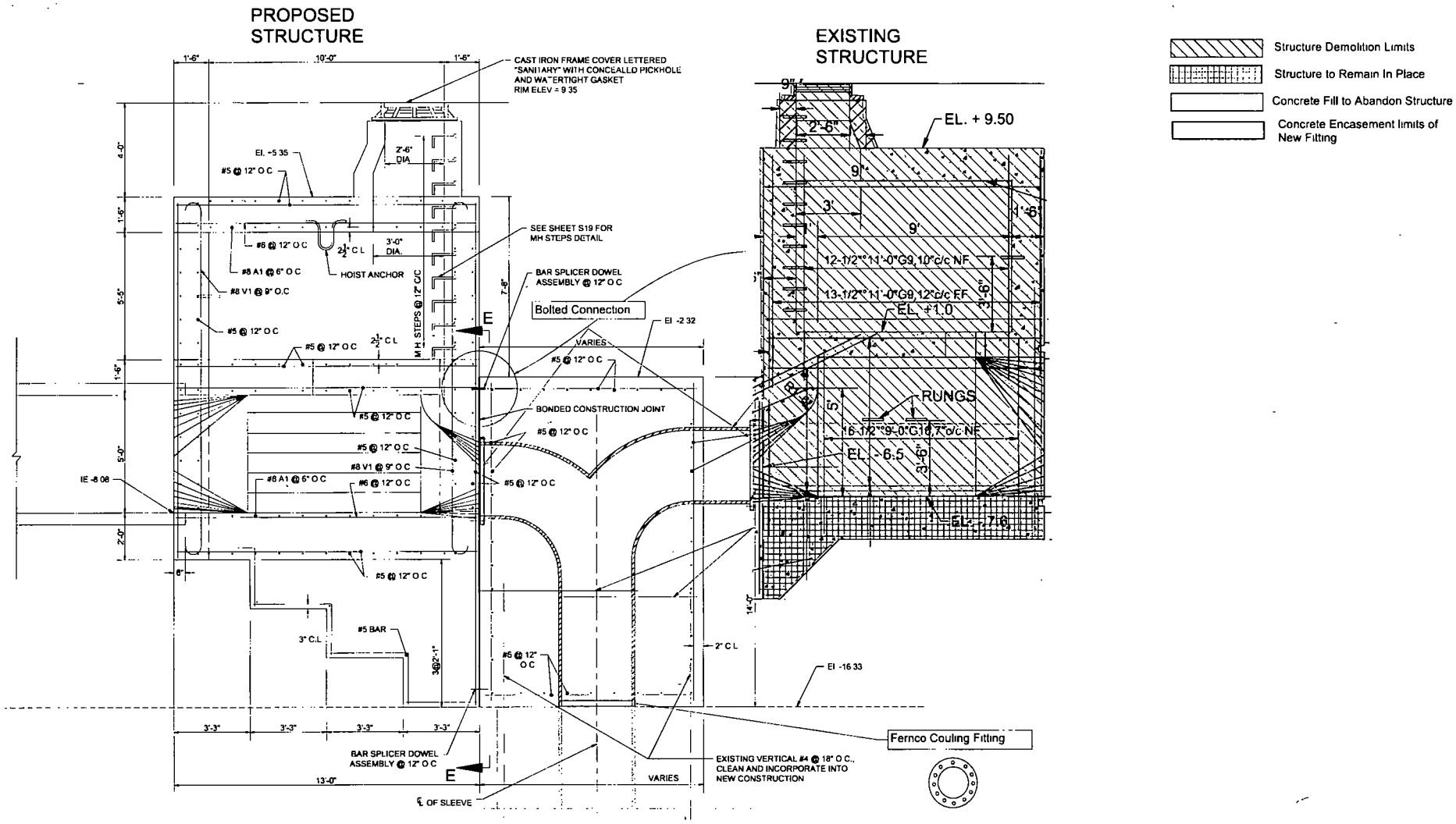
CHICAGO ILLINOIS

DRAWING NO

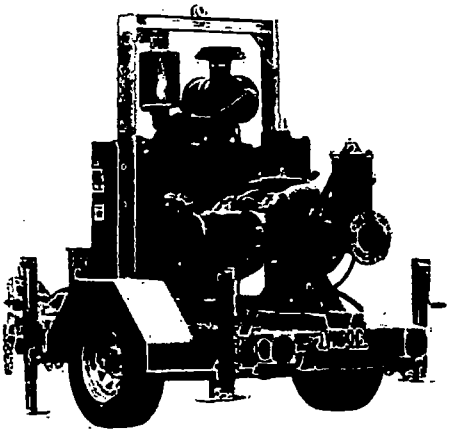
EX. 4

E:\2008\08232\08232 SOW\Drawings\ACAD\LDS03\Misc Drawings\OVERALL MWRD Sequencing - Proposed Sewers - 08232sdw003.dwg 6/3/2010


Month 7 & 8
- Construct ST - 8 to ST - 9 Step 25
- Contact MWRD for inspection of ST 8 and ST 9. Step 26 will make the system live from ST 9 to ST 1.
- Redirect flow to new 54" RCP Step 26
- Bulkhead and abandon old MWRD sewer Step 27 & 28
Existing City of Chicago public sewers in areas "To Be Vacated" and "Previously Vacated" must not be abandoned until after approval by DWM of the proposed sewers within the existing ROW and areas "To Be Dedicated" Release of easements shall follow final acceptance of the proposed sewers by DWM
GRAPHIC SCALE
1" = 60'
Abandon old MWRD CIP pipe
Complete ST-8,9
Bypass Pumping to complete MWRD system
ST 1
ST 2
ST 3
ST 3A
ST 5
ST 6
ST 7
ST 8
ST 9
ST 10
ST 11
ST 12
ST 15
ST 17
ST 18
ST 19
ST 20
MWRD
REVISIONS
NO DATE DESCRIPTION
ORIGINAL ISSUE DATE
NO DATE DESCRIPTION
1 08/3/20 DWM NOTE AND REVISIONS
PROJECT NO 06232.SOW
PROJECT MANAGER LJS
DRAWN BY DB
MWRD SEWER SEQUENCING EXHIBIT
LINCOLN YARDS NORTH
CHICAGO ILLINOIS
DRAWING NO
EX. 4


PROPOSED STRUCTURE
EXISTING STRUCTURE
Structure Demolition Limits
Structure to Remain In Place
Concrete Fill to Abandon Structure
Concrete Encasement limits of New Fitting
CAST IRON FRAME COVER LETTERED "SANITARY" WITH CONCEALLD PICKHOLE AND WATERTIGHT GASKET RIM ELEV = 9 35
SEE SHEET S19 FOR MH STEPS DETAIL
BAR SPLICER DOWEL ASSEMBLY @ 12" O C
Bolted Connection
BONDED CONSTRUCTION JOINT
HOIST ANCHOR
MH STEPS @ 12" C/C
BAR SPLICER DOWEL ASSEMBLY @ 12" O C
EXISTING VERTICAL #4 @ 18" O C., CLEAN AND INCORPORATE INTO NEW CONSTRUCTION
Fernco Couling Fitting
EL. + 9.50
EL. +1.0
EL. -6.5
EL. -7.6
RUNGS
12-1/2"°11'-0"G9,10"c/c NF
13-1/2"°11'-0"G9,12"c/c FF
16-1/2"°9'-0"G16,7"c/c NF
EI -2 32
EI -16 33
IE -8 08
#5 BAR
℄ OF SLEEVE
VARIES
13'-0"

Sewage and Trash Pump DV150c

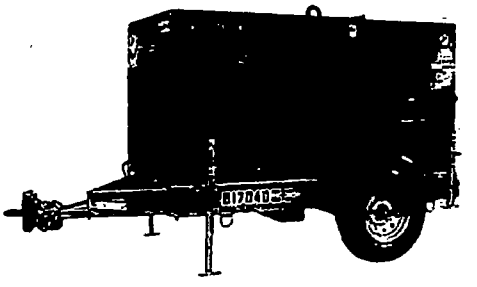


Overview:

The 6" suction x 6" discharge self-priming centrifugal DV150c trash and sewage pump provides up to a maximum of 2,775 gallons per minute pumping and up to 150 feet of head. This self-priming pump is usually mounted on a trailer and features an oil bath mechanical seal allowing it to run dry continuously.

Features:

- Suction lift to 28 feet
- Continuous self-priming
- Runs dry unattended
- Compressor/Venturi or CleanPrime automatic priming system
- Auto-start capable control panel
- Electric Drive option
- Sound Attenuated option



SA Option: 70dB(A) @ 30'

Trailer Features:

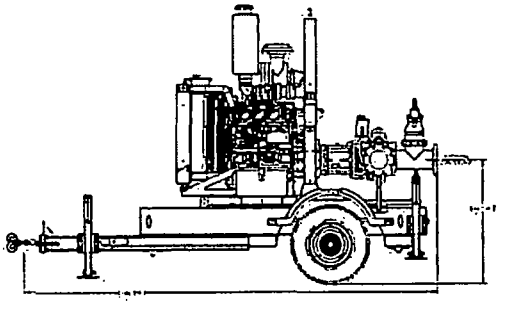
- GR Trailer - Steal integrated Diesel Fuel Tank
- NT Trailer - Replaceable HDPE Diesel Fuel Tank

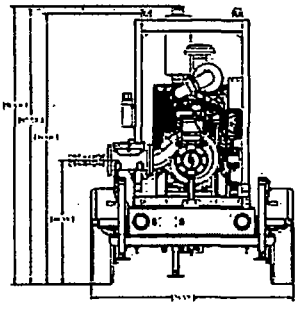
Specs:

Maximum Flow	2,775 GPM
Maximum Head	150 feet
Pump Size	6" x 6"
Maximum Solids Handling	3 inches
Footprint: Open / SA	135" x 66" / 152" x 77"
Sound Attenuation	70dB(A) @ 30'

Accessories:

- Spillguard
- Suction and Discharge Hoses
- Fuel Nurse Tank
- VFD for electric driven models





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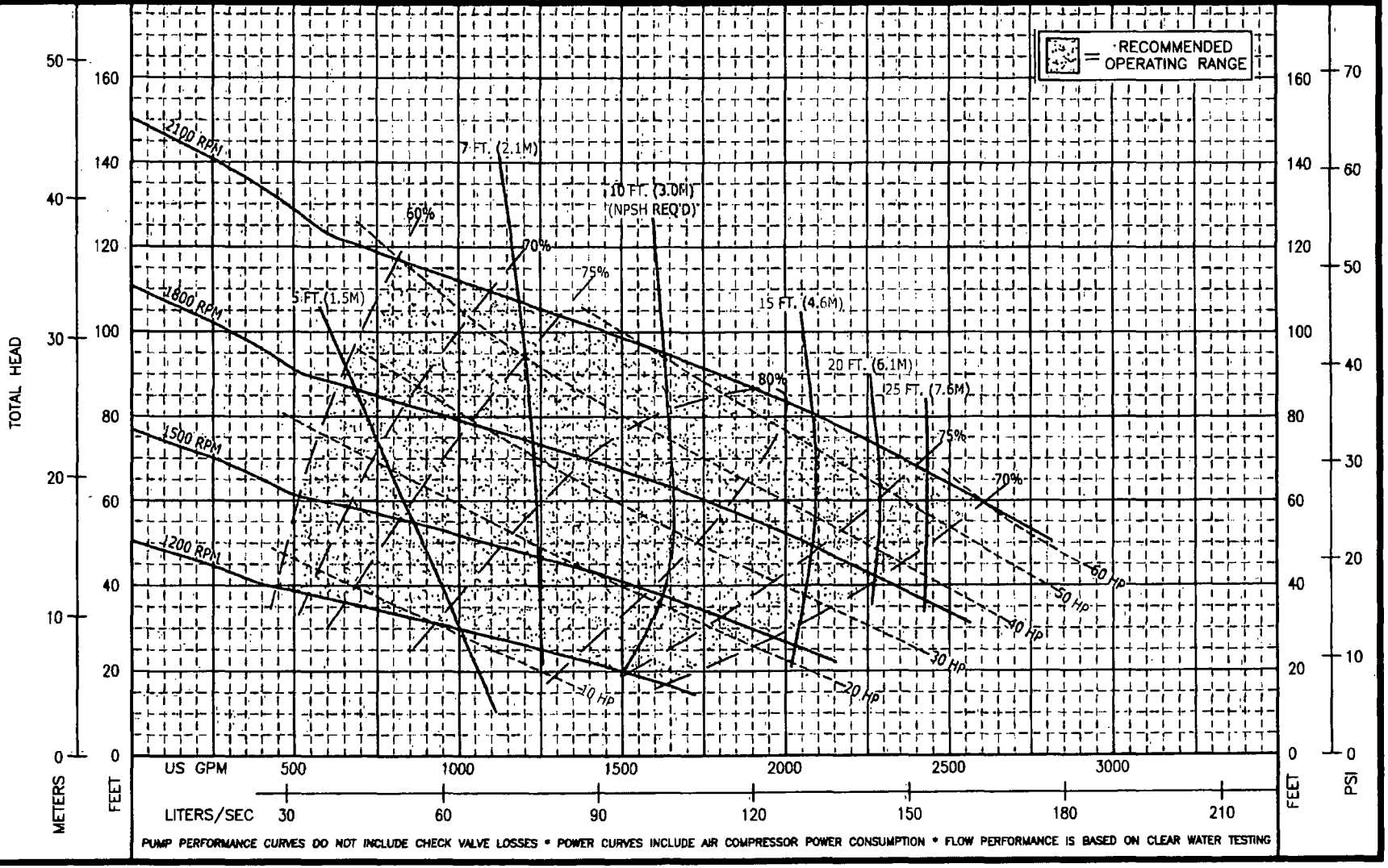
rainforrent.com

Rain For Rent

CURVE: 01-0133-02-33

PUMP : **DV-150c**

SUCTION	DISCHARGE	MAX. SPHERE	IMPELLER	IMPELLER	IMPELLER & WEAR RINGS
6"	6"	3"	2 VANE	10.09"	CAST IRON



PUMP PERFORMANCE CURVES DO NOT INCLUDE CHECK VALVE LOSSES * POWER CURVES INCLUDE AIR COMPRESSOR POWER CONSUMPTION * FLOW PERFORMANCE IS BASED ON CLEAR WATER TESTING

EXHIBIT J
DEVELOPERS INSURANCE DURING WORK PERIOD

(Construction Insurance)

Prior to performing the Developers DWM Facility Work, Developers shall, and shall cause its contractors to, provide, pay for, and maintain in full force and effect at all times until completion of the work and turnover to City the types and amounts of insurance coverage set forth in this Exhibit J, with insurance companies duly licensed or approved to do business in the State of Illinois and will cause City to be named additional insured on appropriate policies and coverages.

(a) Construction. Prior to the construction of any portion of the Project, Developers will cause its architects, contractors, subcontractors, project managers and other parties constructing the Project to procure and maintain the following kinds and amounts of insurance:

(i) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers Liability coverage with limits of not less than $ 500,000 each accident, illness, or disease.

(ii) Commercial General Liability (Primary and Umbrella)

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. Coverages must include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Automobile Liability Insurance with limits of not less than $2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

(iv) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Developers must provide or cause to be provided with respect to the operations that Contractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than $2,000,000 per occurrence and $6,000,000 in the aggregate 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.

(v) All Risk /Builders Risk

When Developers undertakes any construction, including improvements, betterments, and/or repairs, Developers must provide or cause to be provided All Risk Builders Risk Insurance at replacement cost for materials, supplies, and fixtures that are or will become part of the project. Subject to the rights of Developers' lenders, the City of Chicago is to be named as an additional insured and loss payee/mortgagee if applicable. Contractors performing work on the Project will be responsible for insuring their own tools, machinery and equipment.

(vi) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than $ 1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(vii) Valuable Papers

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

(viii) Contractors Pollution Liability

When any remediation work is performed which may cause a pollution exposure, Developers must cause remediation contractor to provide Contractor Pollution Liability covering bodily injury, property damage and other losses caused by pollution conditions that arise from the contract scope of work with limits of not less than $1,000,000 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 Agreement. 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) Other Requirements:

Developers must furnish the City of Chicago, Department of Water Management, 1000 E. Ohio Street, Chicago, IL 60611, original certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Developers must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to closing. 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 Agreement

requirements. The failure of the City to obtain certificates or other insurance evidence from Developers is not a waiver by the City of any requirements for Developers to obtain and maintain the specified coverages. Developers shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Developers of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work and/or terminate agreement until proper evidence of insurance is provided.

The insurance must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Developers and Contractors.

Developers hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Developers in no way limit Developers' liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by Developers under the Agreement.

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.

If Developers is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Developers must require Contractor and subcontractors to provide the insurance required herein, or Developers may provide the coverages for Contractor and subcontractors. All Contractors and subcontractors are subject to the same insurance requirements of Developers unless otherwise specified in this Agreement.

If Developers, any Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

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

Exhibit C to ordinance

MWRD Agreement

[Attached]

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE
METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
AND THE
CITY OF CHICAGO, ILLINOIS
FOR THE LINCOLN YARDS REDEVELOPMENT

THIS INTERGOVERNMENTAL AGREEMENT ("**Agreement**") is made as of this ___ day of _____, 2022, by and between the Metropolitan Water Reclamation District of Greater Chicago, a body corporate and politic organized and existing under the laws of the State of Illinois ("**District**"), and the City of Chicago, a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, ("**City**"), acting through its Department of Transportation ("**CDOT**"). An acknowledgement of and agreement to the terms of this Agreement is also signed below by Alloy Property Company, LLC, a Delaware limited liability company (the **"Developer"**).

WITNESSETH, THAT:

WHEREAS, pursuant to the Metropolitan Water Reclamation District Act **("Act")**, the District has the power to provide for the drainage of both surface water and sewage by laying out, establishing, constructing and maintaining one or more main channels, drains, ditches and outlets for carrying off and disposing of the drainage (including the sewage) of such district, together with such adjuncts and additions thereto as may be necessary or proper (70 ILCS 2605/7);

WHEREAS, the Commissioner of CDOT (**"Commissioner"**) has the authority to enter into intergovernmental agreements transferring or otherwise allocating jurisdiction over, and carrying out construction, maintenance and repairs to, public way and other public infrastructure (Municipal Code of Chicago Section 2-102-030(w)(1));

WHEREAS, on April 26, 2019, the City entered into the Lincoln Yards Redevelopment Agreement ("RDA") with the Developer;

WHEREAS, pursuant to the RDA, the Developer intends to undertake certain public infrastructure improvements that will facilitate the development of a vacant 53-acre site located within the Redevelopment Area set forth in the RDA, the future development of which is anticipated to include approximately 14,535,214 million square feet of office, residential, and retail space, all of which is commonly referred to as the Lincoln Yards Redevelopment (hereinafter the **"Redevelopment"**);

WHEREAS, the District owns and operates an intercepting sewer, known as the West Side 9 Interceptor, that serves approximately 770 acres of Chicago;

WHEREAS, a portion of the District's West Side 9 Interceptor is located in the Redevelopment Area;

WHEREAS, the City and the Developer have requested that the District's West Side 9 Interceptor be rerouted, and a portion of the existing interceptor be abandoned, to accommodate the Redevelopment;

WHEREAS, the District is willing to agree to the requested reroute of its West Side 9 Interceptor, provided that the Developer agrees to take responsibility for the section of sewer to

be abandoned, and that the City agrees to take ownership of the new section of City sewer needed to replace it;

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Section 10 of Article VII of the Illinois Constitution allow and encourage intergovernmental corporation;

WHEREAS, the District and the City find that implementation of the Redevelopment can be achieved most effectively and economically through this Agreement;

WHEREAS, on November 4, 2021, the District's Board of Commissioners authorized the District to enter into this Agreement.

NOW THEREFORE, the Parties agree as follows:

ARTICLE 1: INCORPORATION OF RECITALS

The recitals set forth above are incorporated herein by reference and made a part hereof.

ARTICLE 2: SCOPE OF THE AGREEMENT

a. Objectives. The overall purpose of this Agreement is to ensure coordination between the District and the City as it relates to the requested reroute of the District's West Side 9 Interceptor for the Redevelopment. For purposes of this Agreement, the Sewer Reroute consists of three elements, as set forth below and as depicted in the aerial diagram attached as Exhibit 1 (collectively, these elements are referred to in this Agreement as the **"Sewer Reroute"**):

i) Construction of the New City Sewer: Pursuant to the RDA, the Developer intends to construct a new local sewer to replace the southern portion of the District's intercepting sewer to be abandoned. This "New City Sewer" is shown as the green dashed line on Exhibit 1. This New City Sewer is necessary to convey flows from the 48" trunk sewer in Cortland Street (and flows from the new development) to the District's West Side 9 Interceptor. After acceptance by the City, the City agrees to assume ownership, operation, and maintenance of this New City Sewer, as set forth in this Agreement. The City shall ensure that all flows previously conveyed by the Abandoned Intercepting Sewer (described below) are properly handled by the New City Sewer, including any private connections thereto.

ii) Construction of the Relocated Intercepting Sewer: Pursuant to the RDA, the Developer intends to construct a new section of intercepting sewer to reconnect the northern and southern sections of the District's West Side 9 Interceptor. This "Relocated Intercepting Sewer" is shown as the red dashed line on Exhibit 1. After construction by the Developer, the District agrees to assume ownership, operation, and maintenance of this Relocated Intercepting Sewer, as set forth in this Agreement.

iii) Abandonment of the Existing Intercepting Sewer: After construction of the New City Sewer and the Relocated Intercepting Sewer, the Developer intends to abandon in place the old segment of the District's West Side 9 Interceptor that will no longer be needed to serve the area. This "Abandoned Intercepting Sewer" is shown as the purple line on Exhibit 1. The Developer agrees to assume responsibility for this Abandoned Intercepting Sewer, as set forth in this Agreement. The District makes no representations

or warranties regarding the condition of the Abandoned Intercepting Sewer and shall not be responsible for any work or costs related to the abandonment, such as handling any residual solids left in the sewer when flow ceases.

ARTICLE 3: ENGINEERING AND CONSTRUCTION

a. Design and Construction. The Parties agree that the engineering design, construction, and any other work relating to the Sewer Reroute will be performed by the Developer pursuant to the RDA with the City, at the Developer's sole cost and expense, subject to reimbursement pursuant to the RDA. The District shall not be responsible for any costs or expenses associated with the Sewer Reroute. Except as expressly provided herein and in the RDA, the City shall not be responsible for any costs or expenses associated with the Sewer Reroute.

b. Facility Connection Authorization. In addition to any other permits or authorizations that may be required by law for the Redevelopment, as a condition of this Agreement the District must review and approve the Facility Connection Authorization **("FCA")** submitted by the Developer for the Sewer Reroute, as required by the District's Watershed Management Ordinance **("WMO")**. The FCA is necessary to ensure that public sewer services for this area are adequately provided at all times. The Redevelopment is subject to, and the Developer is responsible for, all local permitting requirements, including the FCA. In order for the District to assume its obligations under this Agreement, the parties agree that the FCA shall be subject to the following conditions:

i. Review and Approval of Plans and Specifications. The project plans and specifications for the Relocated Intercepting Sewer and the Abandoned Intercepting Sewer must be reviewed and approved by the District. These components of the Sewer Reroute must meet the District's engineering standards and specifications relating to its infrastructure, as determined by the District's Director of Engineering. The project plans and specifications for the New City Sewer must be reviewed and approved by the District as it relates to the proposed connection to District infrastructure. In addition, any submittals or testing required by the specifications shall be submitted to the District for approval prior to being accepted at the jobsite.

ii. Live Sewer Protocol. At a certain point during the construction of the New City Sewer and Relocated Intercepting Sewer by the Developer, sewer flows must be switched over from the existing District sewer to be abandoned. As part of the FCA review process, the Developer must provide a detailed plan for bringing the newly-constructed sewers online **("Live Sewer Protocol")**. The Developer shall be solely responsible for carrying out the Live Sewer Protocol to ensure that public sewer services for the area are not interrupted, including the flow that was formerly conveyed by the District's interceptor. To that end, the FCA shall provide that once the New City Sewer is connected to District infrastructure, construction of the Sewer Reroute must be fully completed by the Developer. In the event that the Developer fails to complete the construction of the Sewer Reroute at any point after the New City Sewer is connected to District infrastructure, the City shall be responsible for completing the Sewer Reroute in accordance with the FCA. The City may recover its costs for such work through the letter of credit provided for in the Acknowledgement and Agreement attached hereto (the "**Letter of Credit**") and may seek any legal recourse available to it under the RDA.

iii. Modifications. After issuance of the FCA, any proposed deviations from the plans, specifications, materials, testing, or any other deviations that affect the District, shall be

submitted to the District for review and approval prior to the commencement of such work. The District shall review the proposed deviations and indicate its approval or disapproval thereof in writing prior to the commencement of such work. The District shall have final approval of any plans relating to the relocation or abandonment of its facilities.

iv. Construction Schedule and Milestones. A proposed construction schedule must be provided to the District by the Developer not less than 30 days before construction commences. All work required as part of the Sewer Reroute under this Agreement shall be completed within a 12-month period from start to finish. A minimum of 5 days' notice must be provided before any alterations are made to MWRD facilities and before any monitoring/testing of MWRD facilities. The District's point of contact for such notices is the Local Sewers Section Field Office (708-588-4055).

v. Inspections. The District and its authorized agents shall have all reasonable rights of inspection, including but not limited to pre-final and final inspections, during the progress of work on the Sewer Reroute. The District may have inspectors on site during installation of the new sewers or other work to ensure compliance with the FCA. The District and its authorized agents may reject work that does not comply with approved plans, drawings, or FCA documents, or that demonstrates poor workmanship. Advance notice of at least three business days must be given to the District prior to fabrication of pre-cast concrete structures to be installed as part of the Sewer Reroute. The District and its authorized agents shall have the right to inspect fabrication of pre-cast concrete structures at the point of manufacture.

vi. Substantial Completion. Upon substantial completion of the Sewer Reroute, the District must be given an opportunity to inspect the Sewer Reroute work and identify any deficiencies that must be remedied. Substantial completion occurs when the new sewer sections are placed in regular operation but prior to being backfilled.

vii. Final Completion. Upon Final Completion of the Sewer Reroute, the District shall be provided a "Notice of Final Completion." "Final Completion" occurs when all elements of the Sewer Reroute have been constructed in accordance with the FCA and any deficiencies identified by the District have been addressed. At the same time that Notice of Final Completion is given, the District must be provided with full-size hard copy (and an electronic copy) of the "as-built" drawings, including any modifications made to the original drawings. The as-built drawings must also include drawings of the Abandoned Intercepting Sewer. When the work covered under the FCA is completed, a Request for Final Inspection shall be submitted to the District.

viii. Inspection/Monitoring Period. After the District receives the Request for Final Inspection, the District shall be given a reasonable time to inspect, survey, and monitor the performance of each element of the Sewer Reroute. If any deficiencies in the design or construction are identified, any necessary design, construction, or other work to bring the Sewer Reroute into compliance with the District-approved plans shall be performed at the sole cost and expense of the Developer and/or the City, as appropriate.

ix. Final Acceptance. After all inspections, surveys, and monitoring are completed to the District's satisfaction and the District determines that the Sewer Reroute work complies with the FCA, the District will provide a "Notice of Final Acceptance" and will sign the Request for Final Inspection.

x. Abandonment or Failure to Complete. If at any time before the District provides its Notice of Final Acceptance the Developer abandons or otherwise fails to complete the Sewer Reroute in accordance with the FCA, then the Developer shall be responsible for repairing or restoring the District's existing infrastructure to its original condition. In the event that the Developer fails to complete any repairs or restoration work, the City shall be responsible for repairing or restoring District infrastructure to its original condition. The City may recover its costs for such work through the Letter of Credit and may seek any legal recourse available to it under the RDA. The District shall not be responsible for any costs or expenses related to such restoration or repairs.

xi. Insurance and Indemnification. The District's issuance of an FCA to the Developer for the Sewer Reroute will be conditioned on the Developer naming the District, its Commissioners, officers, agents and employees as additional insureds on its insurance policy in connection with the Sewer Reroute. In addition, the Developer must agree to defend and indemnify the District for any liability arising out of the design or construction of the Sewer Reroute.

xii. Bond. The District's issuance of an FCA to the Developer will be conditioned on the Developer causing its contractor to issue a payment and performance bond with the District named as an additional obligee, to ensure adequate funding is available to complete the construction of the Sewer Reroute in accordance with the plans and specifications approved under the FCA. The Developer must also provide a maintenance bond in the amount of $3 million, with the District named as an additional obligee, effective for a period of two years from the Date of Final Acceptance by the District.

xiii. Prevailing Wage. The Developer shall comply with the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*, as applicable, while conducting the construction of the Project. Current prevailing wage rates for Cook County are determined by the Illinois Department of Labor. The prevailing wage rates are available on the Illinois Department of Labor's official website. It is the responsibility of the City or Developer, as applicable, to obtain and comply with any revisions to the rates should they change throughout the duration of the IGA.

xiv. Protection of Existing District Facilities. All existing applicable District facilities must be protected at all times. Any damage that occurs during construction of the Sewer Reroute shall be the responsibility of the Developer or the City, as applicable.

ARTICLE 4: PERMITS AND FEES

a. Federal, State, Local, and County Requirements. In addition to the FCA noted above, the City and/or the Developer, as appropriate, must obtain all federal, state, local, and county permits or authorizations required by law for the Sewer Reroute work, and shall assume any costs in procuring said permits or authorizations. In no event shall the District or City be responsible for any permit fees in connection with the Sewer Reroute.

b. City Permits. The City shall grant to the District any and all permits or authorizations in connection with the District's ownership of the Relocated Intercepting Sewer or its abandonment of the Abandoned Intercepting Sewer.

ARTICLE 5: PROPERTY INTERESTS

a. Property Acquisition. The Parties agree that the Developer will be solely responsible for acquiring the property interests necessary for the Sewer Reroute, including any and all work in connection therewith, such as surveys, title work, and recording fees. The District shall not be responsible for any costs or expenses associated with property acquisition for the Sewer Reroute.

b. Public Right-of-Way Dedications and Vacations: The Parties agree that the City shall be solely responsible for any public right-of-way dedications or vacations in connection with the Redevelopment (pursuant to one or more right-of-way ordinances). Notwithstanding the above, the Parties agree that the District's existing infrastructure located in the public right-of-way may remain in place until the Sewer Reroute is completed and the District provides its Notice of Final Acceptance, as set forth in this Agreement. The District will not be required to remove, relocate, or abandon any of its existing infrastructure unless and until all conditions of this Agreement are fulfilled. Upon Final Completion, all District facilities will be authorized to be in public rights-of-way or private easements granted to the District, as appropriate.

c. Easements. As a condition of the District providing its Notice of Final Acceptance pursuant to this Agreement, the Developer and/or the City (pursuant to the above-referenced right-of-way ordinances), as appropriate, shall grant a permanent, non-exclusive easement for the Relocated Intercepting Sewer that enables the District to operate, maintain, access, repair, and replace the Relocated Intercepting Sewer. The easement from the Developer to the District shall be in substantially the same form as the easement agreement attached hereto as Exhibit 2. Before Notice of Final Acceptance is provided by the District, nothing in this Agreement shall be construed as creating a property interest for the District in any of the improvements constructed by the Developer.

d. MWRD Dropshaft. As a condition of the District providing its Notice of Final Acceptance pursuant to this Agreement, the Developer and/or the City (pursuant to the above-referenced right-of-way ordinances), as appropriate, shall grant permanent and temporary easements to enable the District to construct, operate, maintain, access, repair, and replace a TARP Mainstream Dropshaft at Armitage Avenue. A portion of said dropshaft will be located in the public right-of-way to be designated by the City for the new Armitage Avenue. The location of the dropshaft and the easement areas are depicted on the MWRD project plan pages attached hereto as Exhibit 3.

ARTICLE 6: OWNERSHIP, OPERATION, AND MAINTENANCE

a. New City Sewer. The New City Sewer shall be constructed in accordance with the FCA issued by the District, including the Live Sewer Protocol set forth therein. In the event that the Developer abandons or otherwise fails to complete the Sewer Reroute after the New City Sewer is brought online, the City shall be responsible for completing the Sewer Reroute in accordance with the FCA and may draw upon the Letter of Credit in the amount of its actual costs and expenses in so doing. After acceptance by the City, the City agrees to assume the ownership, operation, and maintenance of the New City Sewer in accordance with the FCA, at the City's sole cost and expense. The District shall not be responsible for any costs or expenses associated with the ownership, operation, or maintenance of the New City Sewer.

b. Relocated Intercepting Sewer. After the District provides Notice of Final Acceptance of the Sewer Reroute pursuant to this Agreement, the District shall assume the ownership, operation, and maintenance of the Relocated Intercepting Sewer, at the District's sole cost and

expense. The City shall not be responsible for any costs or expenses associated with the ownership, operation, or maintenance of the Relocated Intercepting Sewer.

c. Abandoned Intercepting Sewer. After the District provides its Notice of Final Acceptance pursuant to this Agreement, the Developer shall assume the ownership of the Abandoned Intercepting Sewer. Accordingly, the District shall release any property rights it has to the Abandoned Intercepting Sewer to enable the Developer to assume ownership of the Abandoned Intercepting Sewer as set forth in this Agreement.

ARTICLE 7: Term and Termination

a. Term. The term of this Agreement shall commence on the date that the last signature is affixed hereto and shall remain in force and effect in perpetuity, unless otherwise terminated as provided for herein.

b. Termination.

i. The Parties may terminate this Agreement by mutual consent and agreement in writing.

ii. Either Party may terminate this Agreement, by written notice to the other Party, for any material breach of this Agreement by the other Party. The breaching Party shall have 30 days from the date it receives written notice to cure such breach.

ARTICLE 8: INDEMNIFICATION AND INSURANCE

a. Indemnification.

i. The City shall indemnify, exonerate and hold harmless the District, its Commissioners, officers, employees, servants and agents from all liabilities, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements any or all of which are asserted by any individual, private entity, or public entity against the District and arise out of or are in any way related to: 1) the City's ownership, operation, and maintenance of the New City Sewer; 2) the RDA with the Developer or the work performed thereunder.

ii. The District shall indemnify, exonerate and hold harmless the City, its officers, employees, servants and agents from all liabilities, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements any or all of which are asserted by any individual, private entity, or public entity against the City and arise out of or are in any way related to the District's ownership, operation, and maintenance of the Relocated Intercepting Sewer after issuance of the Notice of Final Acceptance by the District.

iii. The indemnities in this section survive the expiration or termination of this Agreement.

b. Insurance. Upon the District's request, the Developer shall provide to the District all documentation showing that the Developer has obtained the required insurance for the Sewer

Reroute under the RDA and the FCA. The insurance must cover the work contemplated under the Sewer Reroute and must name the District, its Commissioners, officers, agents and employees as additional insureds on its insurance policy.

ARTICLE 9: NOTICE

Notice to District shall be addressed to:

Director of Engineering
Metropolitan Water Reclamation District of Greater Chicago
100 East Erie Street
Chicago, Illinois 60611
Phone: (312) 751.7905

and

General Counsel
Metropolitan Water Reclamation District of Greater Chicago
100 East Erie Street
Chicago, Illinois 60611
Phone: (312) 751.6565

Notice to the City shall be addressed to:

City of Chicago
Department of Transportation
2 North LaSalle Street, Suite 1110
Chicago, Illinois 60602
Attn: Commissioner
RE: Lincoln Yards

and

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

with a copy to:

Daniel Burke, P.E., S.E, Managing Deputy/Chief Engineer
City of Chicago
Department of Transportation
2 North LaSalle Street, Suite 820
Chicago, Illinois 60602
Phone: (312) 744-3520
Email: Dan.Burke@cityofchicago.org

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing and addressed as set forth above. All notices shall be sent by personal delivery,

UPS, Fed Ex or other overnight messenger service, or first class registered or certified mail, postage prepaid, return receipt requested.

Such addresses may be changed when notice is given to the other party in the same manner as provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and, if sent pursuant to subsection (d) shall be deemed received two (2) days following deposit in the mail.

ARTICLE 10: ASSIGNMENT; BINDING EFFECT

This Agreement, or any portion thereof, shall not be assigned by either party without the prior written consent of the other. This Agreement shall inure to the benefit of and shall be binding upon the City, the District and their respective successors and permitted assigns. This Agreement is intended to be and is for the sole and exclusive benefit of the parties hereto and such successors and permitted assigns.

ARTICLE 11: MODIFICATION

This Agreement may not be altered, modified or amended except by written instrument signed by all of the parties hereto.

ARTICLE 12: COMPLIANCE WITH LAWS

The parties hereto shall comply with all federal, state and municipal laws, ordinances, rules and regulations relating to this Agreement. This Agreement is not intended, nor shall it be construed, to confer any rights, privileges, or authority not permitted by Illinois law. Nothing in this Agreement shall be construed to establish a contractual relationship between the District and any party other than the City.

ARTICLE 13: GOVERNING LAW AND SEVERABILITY

This Agreement shall be governed by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

ARTICLE 14: COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original.

ARTICLE 15: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties.

ARTICLE 16: AUTHORITY

Execution of this Agreement by the City is authorized by Municipal Code of Chicago Section 2-102-030(w)(1). Execution of this Agreement by the District is authorized by its Board of Commissioners on November 4, 2021. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

ARTICLE 17: HEADINGS

The headings and titles of this Agreement are for convenience only and shall not influence the construction or interpretation of this Agreement.

ARTICLE 18: DISCLAIMER OF RELATIONSHIP

Nothing contained in this Agreement, nor any act of the City or the District, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City and the District.

ARTICLE 19: NO PERSONAL LIABILITY

No officer, member, official, employee or agent of the City or the District shall be individually or personally liable in connection with this Agreement.

ARTICLE 20: NON-WAIVER

Either party's failure to require strict performance by the other party of any provision of this Agreement will not waive a party's right to demand strict compliance with any other provision of this Agreement or such provision at any other time. Any waiver of any terms of this Agreement must be in writing and shall not diminish the future enforceability of this Agreement.

ARTICLE 21: REPRESENTATIVES

Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact:

For the District:
Director of Engineering
Metropolitan Water Reclamation District of Greater Chicago
100 East Erie Street
Chicago, Illinois 60611
Phone: (312) 751-3169
Email: OConnorC@mwrd.org

For the City:
Daniel Burke, P.E., S.E, Managing Deputy/Chief Engineer
City of Chicago
Department of Transportation
2 North LaSalle Street, Suite 820
Chicago, Illinois 60602
Phone: (312) 744-3520
Email: Dan.Burke@cityofchicago.org

Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and email address of the representative for such party for the purpose hereof.

IN WITNESS WHEREOF the Metropolitan Water Reclamation District of Greater Chicago and City of Chicago, the parties hereto, have each caused this Agreement to be executed as of the date first above written by their duly authorized officers.

CITY OF CHICAGO

By: _____ Date: _____
Commissioner, Department of Transportation

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

By: _____ Date: _____
Chairman of the Committee on Finance

By: _____ Date: _____
Executive Director

ATTEST:

By: _____ Date: _____
Clerk

APPROVED AS TO ENGINEERING:

By: _____
Assistant Director of Engineering

By: _____
Director of Engineering

APPROVED AS TO FORM AND LEGALITY:

By: _____
Head Assistant Attorney

By: _____
General Counsel

ACKNOWLEDGEMENT AND AGREEMENT:

The undersigned Developer hereby acknowledges the terms and conditions of the above Agreement and agrees with the description of the Developer's obligations thereunder. To secure the Developer's performance of such obligations, it has agreed to provide the City with an irrevocable letter of credit in the amount of $7,669,200 (representing 110% of the estimated cost of the Sewer Reroute) (the "**Letter of Credit**," a copy of which is attached hereto) prior to the commencement of construction of the Sewer Reroute, the original of which the City shall return to the Developer when the City accepts ownership of the New City Sewer and the District issues its Notice of Final Acceptance of the Sewer Reroute pursuant to the Agreement.

The Letter of Credit shall be reduced at completion of 25%, 50% and 75% of the Sewer Reroute by corresponding percentages of the original amount of the Letter of Credit, as evidenced by applications for payments as certified by the engineer for the Sewer Reroute and determined by the City in its sole discretion. From and after the issuance of the Developer Letter of Credit, the Developer shall provide the City and District with written updates every 6 months on the progress of the Sewer Reroute and copy District on all written communications and notices with respect to the Letter of Credit. In the event the amount of the Letter of Credit is reduced pursuant to the foregoing, and provided that Developer timely tenders a replacement or amended Letter of Credit to the City in the form required herein, the City shall exchange the original Letter of Credit then held by the City for the original replacement or amended Letter of Credit tendered by Developer.

Notwithstanding the provisions of Article 10 of the Agreement, the Developer may assign its obligations under this Acknowledgement and Agreement (and any corresponding obligations under the Agreement) to a successor in interest to its portion of the Redevelopment Area and/or Fleet Portfolio, LLC. Upon such an assignment, the Developer shall be automatically released from any and all liabilities and obligations contained herein or in the Agreement (excluding any liabilities or obligations arising out of or resulting from any breach or default by the Developer hereunder or under the terms of the Agreement prior to the effective date and time of the assignment), and the City shall (i) accept from the assignee a replacement Letter of Credit in then applicable amount required hereunder, and (ii) return the original of any outstanding Developer Letter of Credit to Developer, provided, however, that this paragraph shall not be construed as modifying or amending the RDA or waiving any RDA requirements.

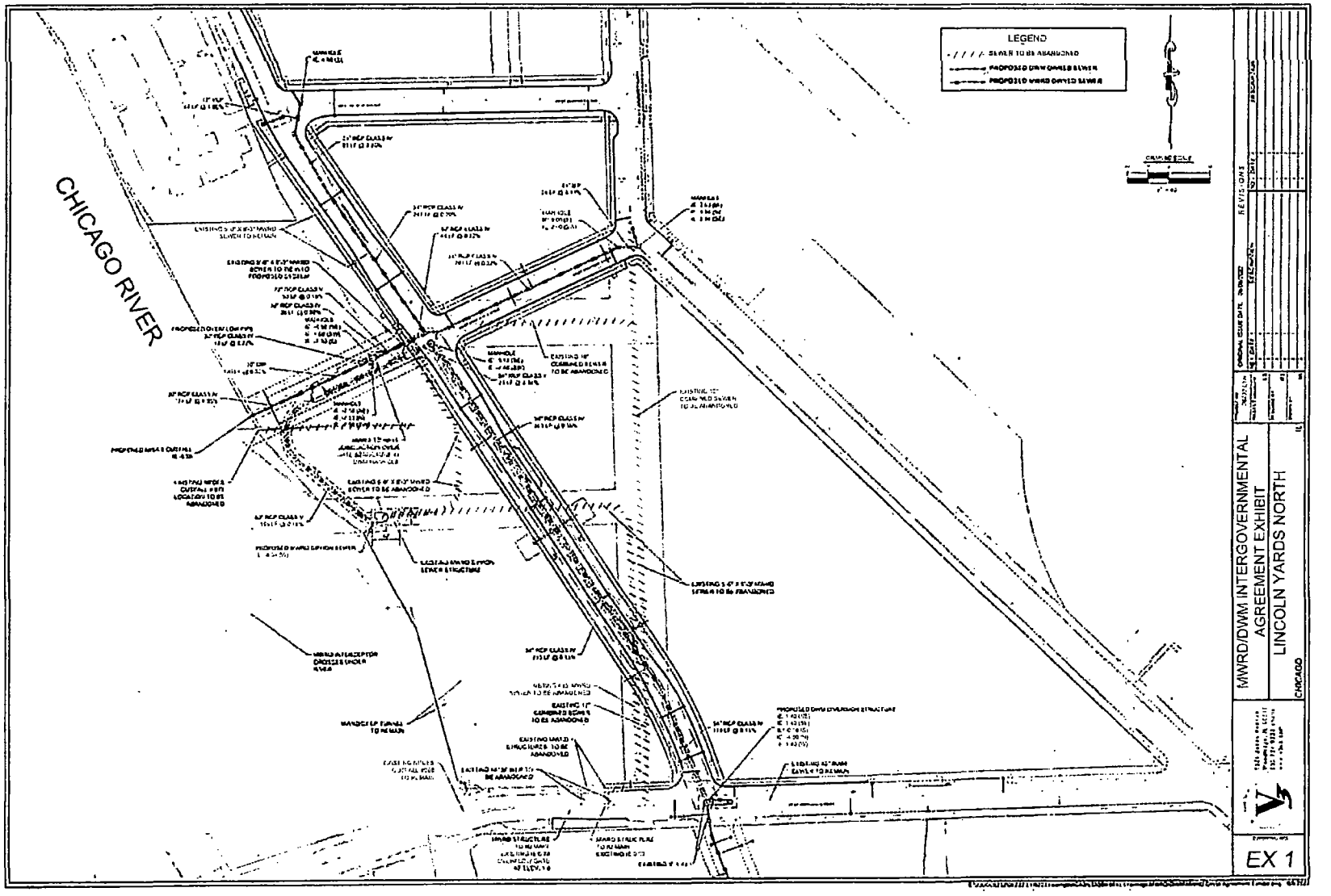
DEVELOPER:

Alloy Property Company, LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____
Date: _____

[attach copy of letter of credit to agreement when provided]

Agreement Exhibit 1, Sewer Reroute Depiction
(see attached)


LEGEND
SEWER TO BE ABANDONED
PROPOSED DWW OWNED SEWER
PROPOSED MWRD OWNED SEWER
CHICAGO RIVER
REVISIONS
MWRD/DWM INTERGOVERNMENTAL
AGREEMENT EXHIBIT
LINCOLN YARDS NORTH
CHICAGO
EX 1

Agreement Exhibit 2, Form of Easement from Developer to District
(see attached)

(The above space for Recorder's office use).

EASEMENT GRANT

THIS GRANT OF EASEMENT, made this ____ day of _____ A.D. 20____ from the _____ (hereinafter called the "Grantor") to the METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a municipal corporation organized and existing under the laws of the State of Illinois (hereinafter termed the "District"), 100 East Erie Street, Chicago, Illinois 60611.

WITNESSETH, THAT

WHEREAS, pursuant to the Metropolitan Water Reclamation District Act (70 ILCS 2605/1 *et seq.*), the District has the power to provide for the drainage of both surface water and sewage by laying out, establishing, constructing and maintaining one or more main channels, drains, ditches and outlets for carrying off and disposing of the drainage (including the sewage) of such district, together with such adjuncts and additions thereto as may be necessary or proper;

WHEREAS, the District is about to construct its TARP Mainstream Dropshaft M73E Project, Contract 20-160-4H with appurtenances, thereto, (hereinafter termed the "Project");

WHEREAS, it is necessary for the District to obtain a permanent easement, right, privilege, and authority to construct, reconstruct, repair, and maintain the Project through certain premises hereinafter described;

WHEREAS, for the purpose of facilitating the construction of the Project, it is necessary for the District to obtain a temporary easement, right, privilege, and authority (the "Temporary Easement") during the construction of the Project, to use certain additional real estate, hereinafter described, for access to the work, transportation, and storage of materials, tools, equipment and surplus excavation; and

WHEREAS, for the purpose of facilitating continued maintenance and operation of the Project, the Grantor is willing to grant said permanent easement, rights, privileges, and authority to the District, upon the terms and conditions herein set forth;

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) in hand paid by the District to the Grantor, and other good and valuable consideration including, but not limited to, the benefits of the improvements derived from the Project, the receipt of which is hereby acknowledged, and the covenants and conditions hereinafter contained, the Grantor does hereby bargain, sell, grant, transfer and convey to the District, its successors and assigns, the permanent easement, right, permission, and authority to construct, reconstruct, repair, replace, operate, maintain and have access to the Project through the following described premises hereinafter referred to as:

Parcel 1A – "Permanent Easement Premises"
Parcels 1B-1 and 1B-2 – "Temporary Easement Premises"
(For legal descriptions, see pages 1A and 1B)

IN CONSIDERATION of the grant of the permanent and temporary easements, rights, privileges, and authority herein contained, this Easement Grant is subject to the following conditions:

FIRST: The Project shall be constructed by the District upon, over, and through Permanent Easement Premises and public right-of-way adjacent thereto, in accordance with the specifications and plans prepared by the Director of Engineering of the District.

SECOND: The District expressly assumes all responsibility for, and shall indemnify, save, and keep harmless the Grantor against any loss, damage, cost or expense which it may suffer, incur or sustain, or for which it might become liable growing out of any injury to or death of persons, or loss, or damage to property arising out of or caused in the performance of any work done by or under the authority of the District by virtue of the rights granted herein for the Project. In the event of the bringing of any action, suit or suits, against the Grantor growing out of any such loss, damage, cost or expense, and as a prerequisite to any recovery therefore from the District, the Grantor shall give written notice to the District of the commencement of such action, suit or suits, and thereafter the District shall assume the defense thereof. The District shall save and keep harmless the Grantor from any claims for mechanics' liens by reason of any construction work, repairs, replacements, or other work, or for any improvements made or placed upon or to the easement by the District.

The rights and obligations of the Grantor and the District, respectively hereunder, shall inure to the benefit of and be binding upon their respective successors and assigns, and all terms, conditions, and covenants herein shall be construed as covenants, running with the land. The District has the right to assign the easement rights granted herein, and upon assignment shall notify the Grantor or its successors within 30 days.

THIRD:

(a) The Temporary Easement Premises for construction access and staging shall be located in the area that is described and depicted in Parcels 1B-1 and 1B-2, attached hereto. However, at any time prior to the District bidding the Project, the Grantor and the District, upon mutual agreement, may relocate the Temporary Easement area 1B-2 to another location contiguous to, and within 500' of, the Permanent Easement Premises. Once established, the Grantor and its successors, assigns, and beneficiaries shall not construct a building or buildings or other structures upon the Temporary Easement Premises during the Easement Term (defined below).

(b) The Grantor and its successors, assigns, and beneficiaries may construct a building or buildings or other structures or improvements above the Project located in the permanent easement provided that: such improvements are above -90' CCD; the improvements do not restrict access to District facilities; and Grantor provides the District with plans for such improvements.

FOURTH: The District, its successors, or assigns will maintain the improvements it installs within the permanent easement as required pursuant to all applicable laws, rules, regulations, or permits.

FIFTH: The District shall, after the Project is constructed, restore the Temporary Easement Premises to their original or better condition as stated in the General Specifications of the District for the Project. All such restoration work will be completed within 60 days after the Project is constructed, weather conditions permitting.

SIXTH: The Grantor hereby acknowledges that it has been advised of its rights under the Relocation Assistance and Real Property Acquisition Policies Act for Federal and Federally-Assisted Programs (49 CFR Part 24) by the District or is otherwise familiar with same, and that notwithstanding the rights afforded it thereunder does hereby knowingly and intentionally waive and relinquish any and all rights which it may have thereunder and acknowledges that the consideration paid for the easement aforesaid is fair and reasonable.

SEVENTH: The Temporary Easement shall terminate the earlier of five (5) years after the date hereof, or 30 months following the District providing written notice to Grantor of the commencement of the construction of the Project within the Temporary Easement Premises (the "Easement Term"). Upon the expiration of the Easement Term, the easement rights in favor of the District hereunder shall terminate and expire without further notice or action by Grantor or the District. If, however, either Grantor or the District so requests, the parties shall execute and deliver a recordable instrument reasonably acceptable to the parties confirming the expiration of the Easement Term and the termination and expiration of such easement rights of Grantee and the other Grantee Parties hereunder

EIGHTH: Notwithstanding the foregoing provision, the District hereby reserves the right to terminate this Easement at any time during the Easement Term. Such notice shall be in writing.

NINTH: Grantor represents and warrants to the District that the individual executing this instrument on behalf of Grantor has been granted full and legal authority to execute this instrument on behalf of Grantor.

IN WITNESS WHEREOF, the parties hereto have caused these presents, including pages 1A, 1B, Exhibit 1A, and Exhibit 1B, to be duly executed, duly attested and their corporate seals to be hereunto affixed.

_____

(Grantor)

Signed:_____ Date:_____

Printed Name:_____

Title:_____

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

By:_____ Date:_____
Mariyana T. Spyropoulos
Acting Chairman of Committee on Finance

ATTEST:

_____ Date:_____
Jacqueline Torres, Clerk

APPROVED AS TO ENGINEERING AND TECHNICAL MATTERS:

_____
Director of Engineering

APPROVED AS TO FORM AND LEGALITY:

_____
Head Assistant Attorney

_____
General Counsel

EAST\175509280.5

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____ Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mariyana T. Spyropoulos personally known to me to be the Acting Chairman of the Committee on Finance of the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago, a body corporate and politic, and Jacqueline Torres, personally known to me to be the Clerk of said body corporate and politic, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Acting Chairman of the Committee on Finance and such Clerk, they signed and delivered the said instrument as Chairman of the Committee on Finance of the Board of Commissioners and Clerk of said body corporate and politic, and caused the corporate seal of said body corporate and politic to be affixed thereto, pursuant to authority given by the Board of Commissioners of said body corporate and politic, as their free and voluntary act and as the free and voluntary act and deed of said body corporate and politic, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, A.D. 20____.

_____
Notary Public

My Commission Expires:

_____, A. D., 20___.

EAST\175509280.5

Individual Jurat

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

I, _____, a Notary Public in and for said County and State aforesaid, do hereby certify that _____ who is personally known to me to be the same person whose name is subscribed in the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

IN WITNESS WHEREOF, I have hereunto set my hand and fixed my Notarial Seal this _____day of _____, A.D. 20___.

_____

Notary Public

My Commission Expires:

_____, A. D., 20____.

EAST\175509280.5

Corporate Jurat

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____a Notary Public in and for said County and State aforesaid, do hereby certify that _____ of _____ who is personally known to me to be the same person whose name is subscribed in the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument of writing as their free and voluntary act, of the said _____, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and fixed my Notarial Seal this ___day of _____, A.D. 20_.

_____

Notary Public

My Commission Expires:

_____, A. D., 20__.

EAST\175509280.5

GRANTOR: _____

PARCEL 1A - PERMANENT SUBTERRANEAN EASEMENT

THE PROPERTY AND SPACE LYING BETWEEN THE ELEVATIONS OF -90 FEET AND -235 FEET (CHICAGO CITY DATUM) AND ALSO LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY DOWNWARD FROM THE SURFACE OF THE EARTH OF THAT PART OF LOT 12 IN W.F. DOMINICK'S SUBDIVISION OF LOTS 1, 2, AND 3 OF BLOCK 14 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTIONS 29, 31, 32 & 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ANTE-FIRE, RECODED 10/13/1853, IN COOK COUNTY ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 11 IN W.F. DOMINICK'S SUBDIVSION OF LOTS 1,2, AND 3 IN BLOCK 14 OF SHEFFIELD'S ADDITION TO CHICAGO THENCE SOUTH 28 DEGREES 09 MINUTES 11 SECONDS EAST ALONG THE WEST LINES OF LOTS 11 AND 12, IN W.F. DOMINICK'S SUBDIVISION AFORESAID, A DISTANCE OF 154.99 FEET TO A POINT; THENCE NORTH 66 DEGREES 10 MINUTES 29 SECONDS EAST, A DISTANCE OF 22.31 FEET TO THE POINT OF BEGINNING:

THENCE NORTH 49 DEGREES 08 MINUTES 33 SECONDS EAST A DISTANCE OF 44.15 FEET TO A POINT; THENCE NORTH 51 DEGREES 50 MINUTES 52 SECONDS EAST A DISTANCE OF 19.04 FEET TO A POINT; THENCE SOUTH 36 DEGREES 15 MINUTES 07 SECONDS EAST A DISTANCE OF 16.50 FEET TO A POINT; THENCE SOUTH 64 DEGREES 48 MINUTES 56 SECONDS WEST A DISTANCE OF 64.23 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

SAID PARCEL 1A CONTAINING 540 SQUARE FEET, MORE OR LESS.

PIN No. 14-32-120-005

AS SHOWN ON **EXHIBIT 1A** ATTACHED HERETO AND MADE A PART HEREOF.

GRANTOR: _____

PARCEL 1B-1 TEMPORARY EASEMENT

THAT PART OF LOTS 11 & 12 IN W.F. DOMINICK'S SUBDIVISION OF LOTS 1,2, AND 3 OF BLOCK 14 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTIONS 29, 31, 32 & 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ANTE-FIRE, RECODED 10/13/1853, IN COOK COUNTY ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 11; THENCE SOUTH 29 DEGREES 58 MINUTES 01 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 11, A DISTANCE OF 65.99 FEET TO A POINT; THENCE SOUTH 88 DEGREES 31 MINUTES 17 SECONDS WEST A DISTANCE OF 75.23 FEET TO A POINT; THENCE SOUTH 00 DEGREES 00 MINUTES 08 SECONDS EAST A DISTANCE OF 22.15 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 25 DEGREES 09 MINUTES 19 SECONDS EAST A DISTANCE OF 10.00 FEET TO A POINT; THENCE SOUTH 64 DEGREES 47 MINUTES 40 SECONDS WEST A DISTANCE OF 90.85 FEET TO A POINT; THENCE NORTH 25 DEGREES 11 MINUTES 09 SECONDS WEST, A DISTANCE OF 10.03 FEET TO A POINT; THENCE NORTH 64 DEGREES 49 MINUTES 01 SECONDS EAST A DISTANCE OF 90.86 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

SAID PARCEL 1B-1 CONTAINING 910 SQUARE FEET, MORE OR LESS.

PARCEL 1B-2 TEMPORARY EASEMENT

THAT PART OF LOT 12 IN W.F. DOMINICK'S SUBDIVISION OF LOTS 1,2, AND 3 OF BLOCK 14 AND LOTS 12, 13, 14, AND 15 IN J.F. LAWRENCE'S SUBDIVISION OF BLOCK 14, OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTIONS 29, 31, 32 & 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ANTE-FIRE, RECODED 10/13/1853, IN COOK COUNTY ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 11 IN W.F DOMINICK'S SUBDIVISION AFORESAID; THENCE SOUTH 29 DEGREES 58 MINUTES 01 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 11, A DISTANCE OF 65.99 FEET TO A POINT; THENCE SOUTH 88 DEGREES 31 MINUTES 17 SECONDS WEST A DISTANCE OF 75.23 FEET TO A POINT; THENCE CONTINUING SOUTH 88 DEGREES 31 MINUTES 17 SECONDS WEST A DISTANCE OF 150.31 FEET TO A POINT ON THE WEST LINE OF SAID LOT 11; THENCE SOUTH 28 DEGREES 09 MINUTES 11 SECONDS EAST, ALONG THE EAST LINE OF SAID LOTS 11 & 12, A DISTANCE OF 138.57 FEET TO A POINT, THENCE NORTH 87 DEGREES 56 MINUTES 03 SECONDS EAST A DISTANCE OF 45.94 FEET TO THE POINT OF BEGINNING; THENCE NORTH 64 DEGREES 45 MINUTES 47 SECONDS EAST A DISTANCE OF 157.01 FEET TO A POINT; THENCE SOUTH 25 DEGREES 04 MINUTES 35 SECONDS EAST A DISTANCE OF 120 FEET TO A POINT; THENCE SOUTH 64 DEGREES 45 MINUTES 52 SECONDS WEST A DISTANCE OF 143.58 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 15; THENCE SOUTH 87 DEGREES 52 MINUTES 39 SECONDS WEST A DISTANCE OF 15.49 FEET TO A POINT; THENCE NORTH 41 DEGREES 16 MINUTES 56 SECONDS WEST, A DISTANCE OF 118.53 FEET TO A POINT; THENCE NORTH 64 DEGREES 45 MINUTES 47 SECONDS EAST A DISTANCE OF 33.92 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

SAID PARCEL 1B-2 CONTAINING 20,782 SQUARE FEET, MORE OR LESS.

PIN NOS. 14-32-120-005-0000 & 14-32-135-015-0000

AS SHOWN ON **EXHIBIT 1B** ATTACHED HERETO AND MADE A PART HEREOF.

(The above space for Recorder's office use)

EASEMENT GRANT

THIS GRANT OF EASEMENT, made this ____ day of _____ A.D. 20___ from the _____ (hereinafter called the "Grantor") to the METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a municipal corporation organized and existing under the laws of the State of Illinois (hereinafter termed the "District"), 100 East Erie Street, Chicago, Illinois 60611.

WITNESSETH, THAT

WHEREAS, the District and the City of Chicago ("City") have entered into a certain Intergovernmental Agreement ("IGA") for the Lincoln Yards Redevelopment in Chicago, Illinois, dated _____;

WHEREAS, the purpose of the IGA is to ensure coordination between the District and the City as it relates to the requested reroute of the District's West Side 9 Interceptor for the Lincoln Yards Redevelopment (the "Project");

WHEREAS, the IGA provides, *inter alia*, that the Developer and/or the City, as appropriate, shall grant a permanent, non-exclusive easement for the Relocated Intercepting Sewer that enables the District to operate, maintain,

access, repair, and replace the Relocated Intercepting Sewer;

WHEREAS, this Easement Grant is intended to convey to the District the property rights necessary to assume the ownership, operation, and maintenance of the Relocated Intercepting Sewer in accordance with the IGA;

WHEREAS, Grantor is the owner of the real estate where the Relocated Intercepting Sewer is located, and is willing to grant said permanent easement to the District, upon the terms and conditions herein set forth;

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100 ($10.00) in hand paid by the District to the Grantor, and other good and valuable consideration including, but not limited to, the benefits of the improvements derived from the Project, the receipt of which is hereby acknowledged, and the covenants and conditions hereinafter contained, the Grantor does hereby bargain, sell, grant, transfer and convey to the District, its successors and assigns, the permanent easement, right, permission, and authority to construct, reconstruct, repair, replace, operate, maintain and have access to the Project through the following described premises hereinafter referred to as:

Parcel XXA - Permanent Easement

(For legal descriptions, see pages XXA)

IN CONSIDERATION of the grant of the permanent easement, right, privilege, and authority herein contained, this Easement Grant is subject to the following conditions:

FIRST: The "Relocated Intercepting Sewer" shall be constructed upon, over, and through the easement premises described herein, at the sole expense of Grantor, in accordance with the specifications and plans approved under the Facility Connection Authorization ("FCA") issued by the District pursuant to the Watershed Management Ordinance.

SECOND: Grantor shall indemnify, exonerate, and hold free and harmless the District and its Commissioners, officers, employees, servants, and agents from all liabilities—including losses, damages, and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements—any or all of which are asserted by any individual, private entity, or public entity against the District and arise out of, or are in any way related to, the design or construction of the Relocated Intercepting Sewer or any other work performed in connection with the Lincoln Yards Redevelopment.

THIRD: The District shall indemnify, exonerate, and hold free and harmless Grantor from all liabilities—including losses, damages, and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements—any or all of which are asserted by any individual, private entity, or public entity against Grantor and arise out of, or are in any way related to, the District's operation, maintenance, reconstruction, repair, or replacement of the Relocated Intercepting Sewer after Notice of Final Acceptance is provided, as set forth in the IGA. In the event of the bringing of any action, suit or suits, against Grantor growing out of any such loss, damage, cost or expense, and as a prerequisite to any recovery

therefore from the District, Grantor shall give written notice to the District of the commencement of such action, suit or suits, and thereafter the District shall assume the defense thereof.

FOURTH: The rights and obligations of the Grantor and the District, respectively hereunder, shall inure to the benefit of and be binding upon their respective successors and assigns, and all terms, conditions, and covenants herein shall be construed as covenants, running with the land.

FIFTH: Grantor may use the surface of said real estate, it being understood, however, that such use shall not in any manner interfere with or damage the Relocated Intercepting Sewer. Plans and specifications for any improvements to be constructed on the surface of the Easement Premises are subject to approval by the District's Director of Engineering. Grantor shall have the right to build improvements above the vertical extent of the Easement Premises.

SIXTH: As set forth in the FCA, Grantor shall cause its contractor to issue a payment and performance bond, with the District named as an additional obligee, to ensure adequate funding is available to complete the construction of the Sewer Reroute in accordance with the plans and specifications approved under the FCA.

SEVENTH: As set forth in the FCA, the Grantor shall provide a maintenance bond in the amount of $3 million, with the District named as an additional obligee, effective for a period of two years from the Date of Final Acceptance by the District.

IN WITNESS WHEREOF, the parties hereto have caused these presents, including pages XXA and Exhibit XXA, to be duly executed, duly attested and their corporate seals to be hereunto affixed.

_____ **(Grantor)**

Signed:_____ Date:_____

Printed Name:_____

Title:_____

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

By:_____ Date:_____
Mariyana T. Spyropoulos
Acting Chairman of Committee on Finance

ATTEST:

_____ Date:_____
Jacqueline Torres, Clerk

APPROVED AS TO ENGINEERING AND TECHNICAL MATTERS:

_____
Director of Engineering

APPROVED AS TO FORM AND LEGALITY:

_____
Head Assistant Attorney

_____
General Counsel

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____ Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mariyana T. Spyropoulos personally known to me to be the Acting Chairman of the Committee on Finance of the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago, a body corporate and politic, and Jacqueline Torres, personally known to me to be the Clerk of said body corporate and politic, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Acting Chairman of the Committee on Finance and such Clerk, they signed and delivered the said instrument as Chairman of the Committee on Finance of the Board of Commissioners and Clerk of said body corporate and politic, and caused the corporate seal of said body corporate and politic to be affixed thereto, pursuant to authority given by the Board of Commissioners of said body corporate and politic, as their free and voluntary act and as the free and voluntary act and deed of said body corporate and politic, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, A.D. 20_____.

_____
Notary Public

My Commission Expires:

_____, A. D., 20___.

EAST\175509271.5

Corporate Jurat

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said County and State aforesaid, do hereby certify that _____ of _____ who is personally known to me to be the same person whose name is subscribed in the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument of writing as their free and voluntary act, of the said _____, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and fixed my Notarial Seal this ___day of _____, A.D. 20___.

_____

Notary Public

My Commission Expires:

_____, A. D., 20_____.

GRANTOR: _____

PARCEL XXA-PERMANENT EASEMENT

INSERT PERMANENT EASEMENT LEGAL DESCRIPTION HERE

PIN No. XX-XX-XXX-XXXX

ALL AS SHOWN ON A PLAT **MARKED EXHIBIT XXA** ATTACHED HERETO AND MADE A PART HEREOF.

AREA OF PERMANENT EASEMENT: X,XXX SQ FT

Exhibit D to the ordinance:

The Plat of Resubdivision showing right of way dedications from file 32-02-20-3936

[Attached]

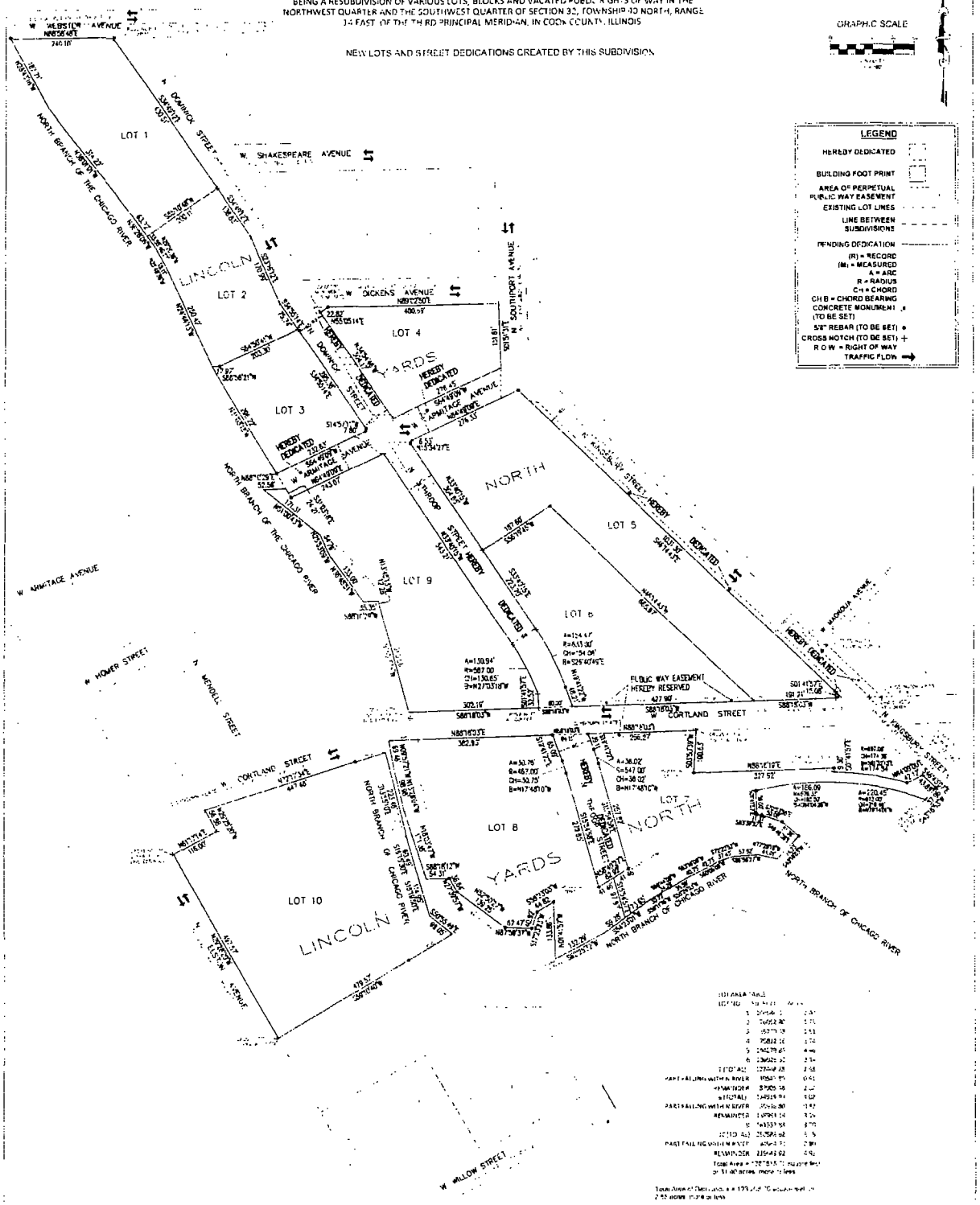
Exhibit D to ordinance

EXHIBIT "A"

LINCOLN YARDS NORTH RESUBDIVISION

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

NEW LOTS AND STREET DEDICATIONS CREATED BY THIS SUBDIVISION



Ref SEPT. 13, 2022

CDOT #32-02-20-3936

GREMLEY & BIEDERMANN

2020-27544-001

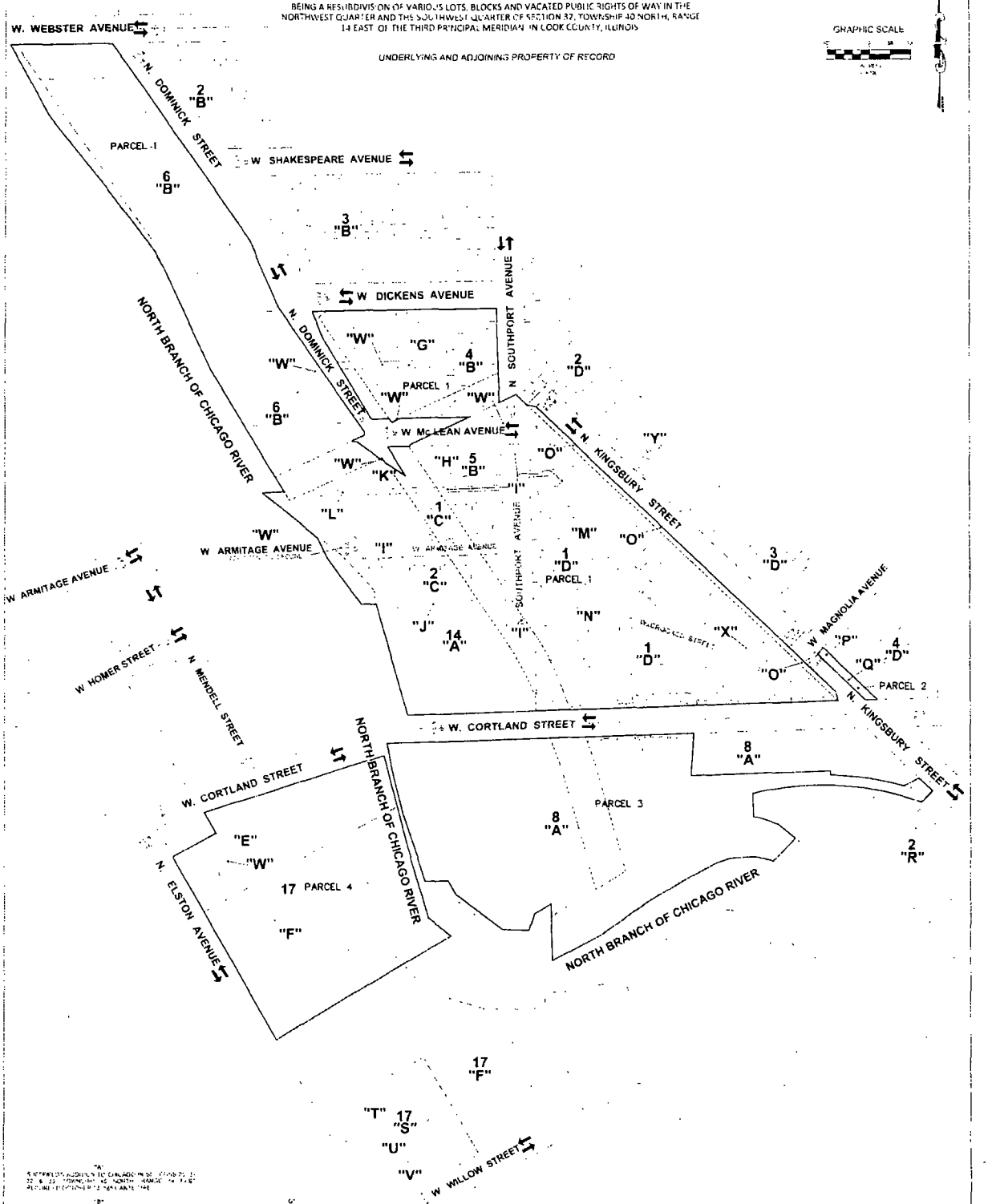
1 of 7

EXHIBIT "A"

LINCOLN YARDS NORTH RESUBDIVISION

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

UNDERLYING AND ADJOINING PROPERTY OF RECORD



CDOT #32-02-20-3936

SEPT. 13, 2022

GREMLEY & BIEDERMANN

2020-27544-001

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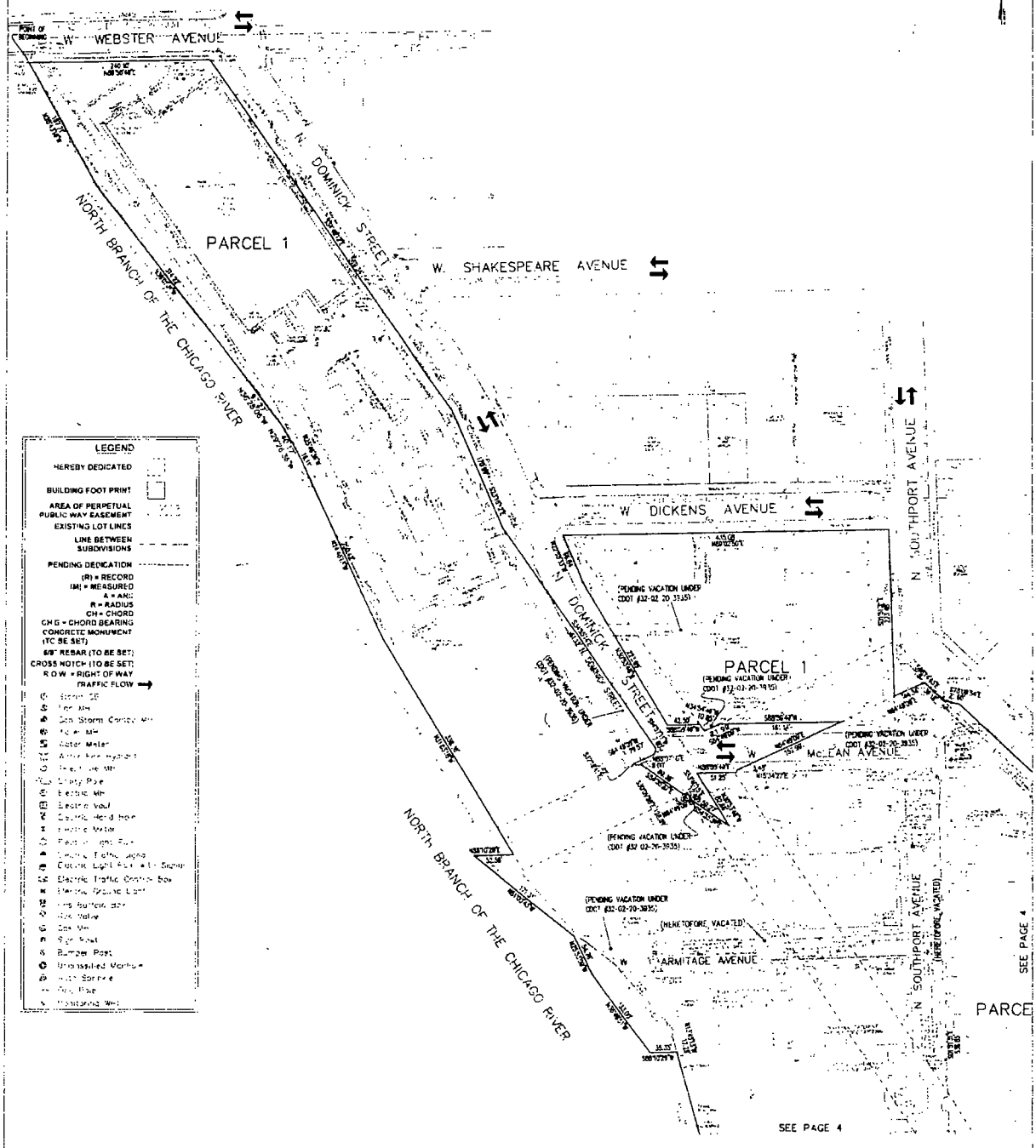
EXHIBIT "A"

LINCOLN YARDS NORTH RESUBDIVISION

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

SURVEY PARCELS, EXISTING EASEMENTS AND PHYSICAL IMPROVEMENTS

GRAPHIC SCALE



NOTE:
THE LENGTHY TRIANGULAR DEDICATED AREA ... EASEMENT REC. APRIL 18, 1996 AS DOC. #96236767, IS THE SAME PROPERTY VACATED BY ORDINANCE REC. JAN. 5, 1994 AS DOC. #94031434

NONEXCLUSIVE EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS WAS GRANTED OVER THE SEGMENT ERSTWHILE NOTED ABOVE

NOTE:
THE TRIANGULAR DEDICATED AREA IN ... AGREEMENT REC. JAN. 5, 1994 AS DOC. #94031433, IS THE SAME PROPERTY VACATED BY ORDINANCE REC. JAN. 5, 1994 AS DOC. #94031434

Rev. Sept. 13, 2022

CDOT #32-02-20-3936

GREENLEY & BRUERMAN

2020-27544-001

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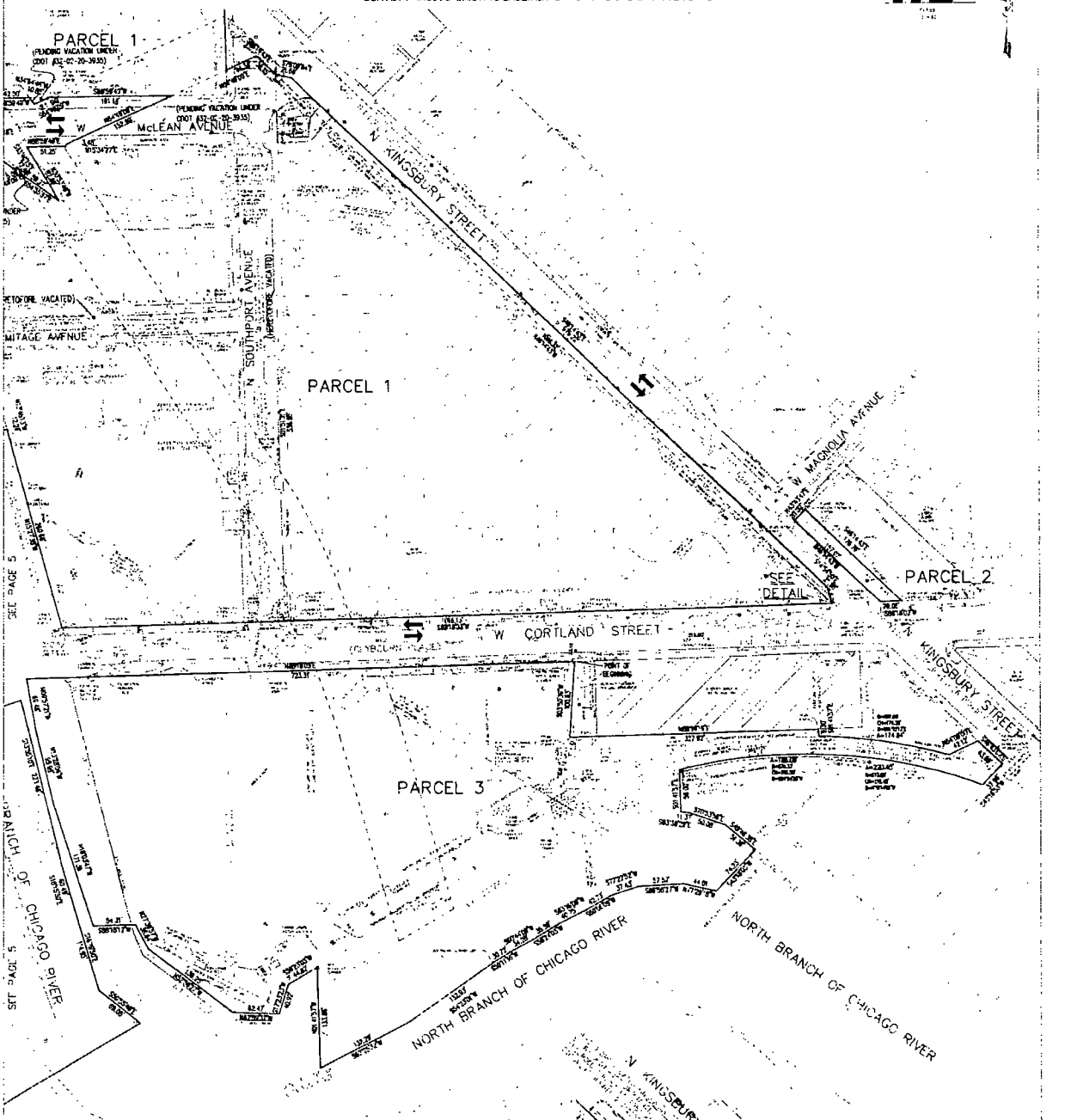
EXHIBIT "A"

LINCOLN YARDS NORTH RESUBDIVISION

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

SURVEY PARCELS, EXISTING EASEMENTS AND PHYSICAL IMPROVEMENTS

GRAPHIC SCALE



LEGEND

HEREBY DEDICATED

BUILDING FOOT PRINT

AREA OF PERPETUAL PUBLIC WAY EASEMENT

EXISTING LOT LINES

LINE BETWEEN SUBDIVISIONS

PENDING DEDICATION

(R) = RECORD
(M) = MEASURED
A = ARC
R = RADIUS
CH = CHORD
CH B = CHORD BEARING

CONCRETE MONUMENT (TO BE SET)

5/8" REBAR (TO BE SET) ●
CROSS NOTCH (TO BE SET) +
R.O.W. = RIGHT OF WAY
TRAFFIC FLOW →

Sign Post
Bumper Post
Unclassified Monument
Auto Sprinkler
Flag Pole
Monitoring Well

GREWLEY & BIEDERMANN

2020-27544-001

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CDOT #32-02-20-3936

SEPT. 13, 2022

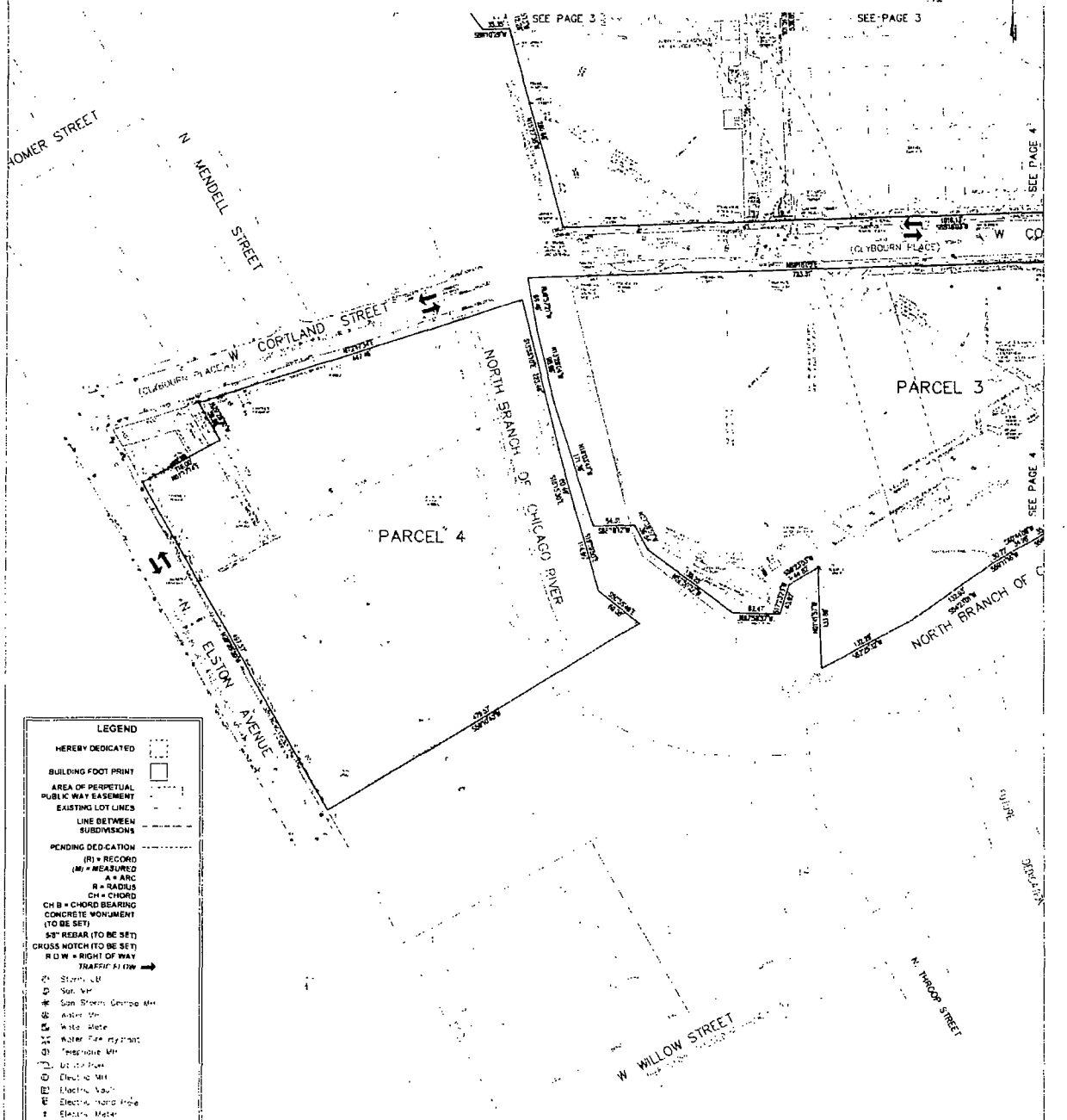
EXHIBIT "A"

LINCOLN YARDS NORTH RESUBDIVISION

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

SURVEY PARCELS EXISTING EASEMENTS AND PHYSICAL IMPROVEMENTS

GRAPHIC SCALE



LEGEND

- HEREBY DEDICATED
- BUILDING FOOT PRINT
- AREA OF PERPETUAL PUBLIC WAY EASEMENT
- EXISTING LOT LINES
- LINE BETWEEN SUBDIVISIONS
- PENDING DEDICATION
- (R) = RECORD
- (M) = MEASURED
- A = ARC
- R = RADIUS
- CH = CHORD
- CH B = CHORD BEARING
- CONCRETE MONUMENT (TO BE SET)
- 5/8" REBAR (TO BE SET)
- CROSS NOTCH (TO BE SET)
- R O W = RIGHT OF WAY
- TRAFFIC FLOW
- Storm MH
- Sanitary MH
- Sanitary Storm Combo MH
- Water MH
- Water Meter
- Water Fire Hydrant
- Telephone MH
- Telephone
- Electric MH
- Electric Vault
- Electric Hand Hole
- Electric Meter
- Electric Light Pole
- Electric Traffic Signal
- Electric Light Pole with Signal
- Electric Traffic Control Box
- Electric Ground Light
- Gas Valve Box
- Gas Valve
- Gas Meter
- Sign Post
- Bollard Post
- Unclassified Manhole
- Water Spigot
- Flag Pole
- Monitoring Well

Rf
SEPT. 13, 2022

CDOT #32-02-20-3936

GROMLEY & BIEDERMANN

2020-27544-001

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EXHIBIT "A"

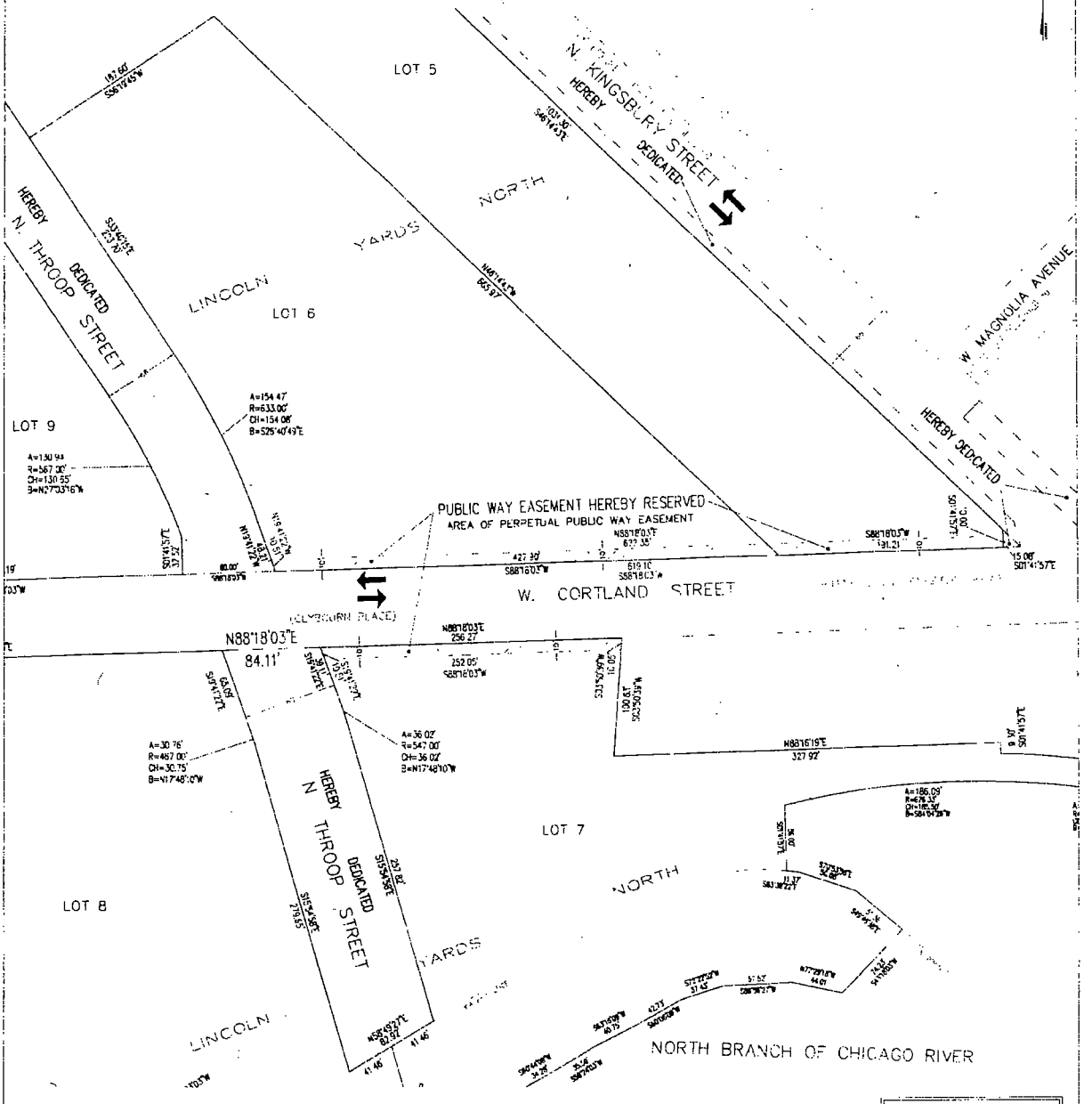
LINCOLN YARDS NORTH RESUBDIVISION

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

GRAPHIC SCALE

AREA OF PERPETUAL PUBLIC WAY EASEMENT

Total Area of Easement = 18,748.5 sq. are feet or .201 acres, more or less



LEGEND

- HEREBY DEDICATED
- BUILDING FOOT PRINT
- AREA OF PERPETUAL PUBLIC WAY EASEMENT
- EXISTING LOT LINES
- LINE BETWEEN SUBDIVISIONS
- PENDING DEDICATION
- (R) = RECORD
- (M) = MEASURED
- A = ARC
- R = RADIUS
- CH = CHORD
- CH B = CHORD BEARING
- CONCRETE MONUMENT (TO BE SET)
- 5/8" REBAR (TO BE SET) ●
- CROSS NOTCH (TO BE SET) +
- R.O.W. = RIGHT OF WAY
- TRAFFIC FLOW

OWNER'S CERTIFICATE

ALLEY PROPERTY COMPANY, LLC

By: _____

Name: _____

Title: _____

GREMLEY & BIEDERMANN

2020-27544-001 | 6 of 7

Sept. 13, 2022

CDOT #32-02-20-3936

EXHIBIT "A"

LINCOLN YARDS NORTH RESUBDIVISION

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

LEGAL DESCRIPTION

ALL OF PARCEL 1: LOTS 1 TO 12 INCLUSIVE IN SUB BLOCK 1 IN W.F. DOMINICK'S SUBDIVISION OF LOTS 1, 2 AND 3 IN BLOCK 14 IN SHEFFIELD'S ADDITION TO CHICAGO [illegible]

[illegible]

CONTAINING [illegible] SQUARE FEET OR [illegible] ACRES, MORE OR LESS.

TOTAL AREA OF THE ABOVE DESCRIBED PARCELS [illegible] SQUARE FEET OR [illegible] ACRES, MORE OR LESS.

SEE PAGES 3, 4 & 5 FOR DEPICTION OF THE ABOVE LEGAL DESCRIPTIONS

CHICAGO DEPARTMENT OF TRANSPORTATION

CHICAGO DEPARTMENT OF FINANCE

COOK COUNTY

AFFECTED PINS

[illegible]

OWNER'S CERTIFICATE

[illegible]

ALLOY PROPERTY COMPANY I, LLC

OWNER'S CERTIFICATE

[illegible]

ALLOY PROPERTY COMPANY 2, LLC

OWNER'S CERTIFICATE

[illegible]

1515 WEST WEBSTER LLC

OWNER'S CERTIFICATE

[illegible]

1515 WEST WEBSTER OWNER LLC

Notary Public

LENDER CERTIFICATE

[illegible]

SURVEYOR'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF COOK)

[illegible]

DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECTED TO A TEMPERATURE OF 62° FAHRENHEIT. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

ALL REMAINING LOT CORNERS, EXCEPT THOSE WITHIN THE CHICAGO RIVER, WILL BE SET AFTER PLAT RECORDATION PER ILLINOIS STATE STATUTE.

[illegible]

PROFESSIONAL ILLINOIS LAND SURVEYOR NO. [illegible]
MY LICENSE EXPIRES NOVEMBER 30, 2022

DESIGN FIRM LICENSE NO. 184-005332
EXPIRATION DATE APRIL 30, 2023

SURVEYOR NOTES

[illegible]

PREPARED FOR / MAIL TO

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

GREMLEY & BIEDERMANN

2020-27544-001

7 of 7

R

Sept. 13, 2022

CDOT #32-02-20-3936

EXHIBIT C Constitutes Exhibit A to ordinance

VACATED PROPERTY

[Attached]

Subexhibit C to Exhibit B of ordinance

EXHIBIT "A"

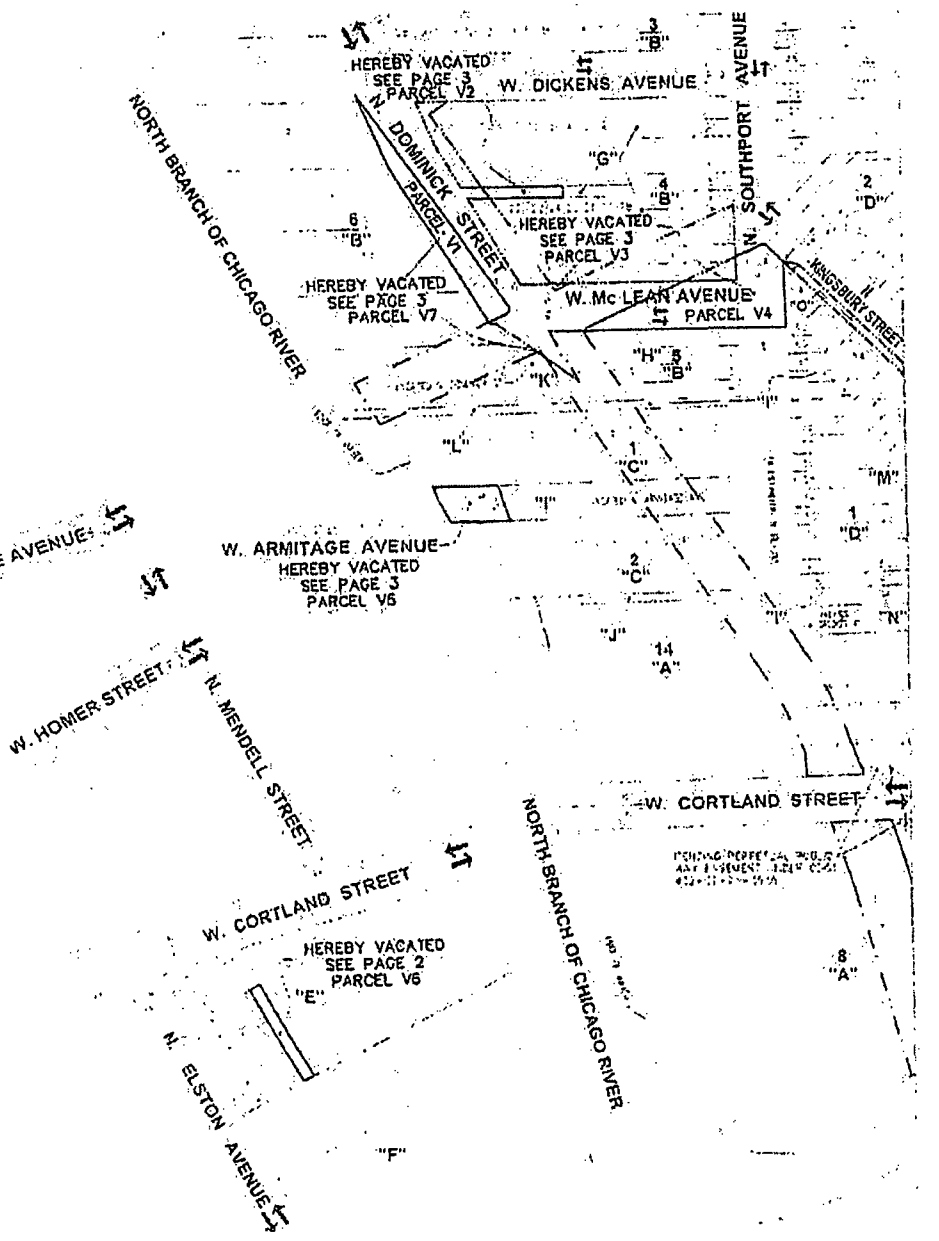
PLAT OF VACATION

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

GRAPHIC SCALE

LEGEND

- HEREBY VACATED
- BUILDING FOOT PRINT
- EXISTING LOT LINES
- LINE BETWEEN SUBDIVISIONS
- PENDING DEDICATION
- AREA OF PERPETUAL PUBLIC WAY EASEMENT
- (R) = RECORD
- (M) = MEASURED
- RAD = RADIUS
- CH = CHORD
- CH B = CHORD BEARING
- R.O.W. = RIGHT OF WAY
- SET 3/8" REBAR
- TRAFFIC FLOW



CDOT #32-02-20-3935

2010-26965-001

EXHIBIT "A"

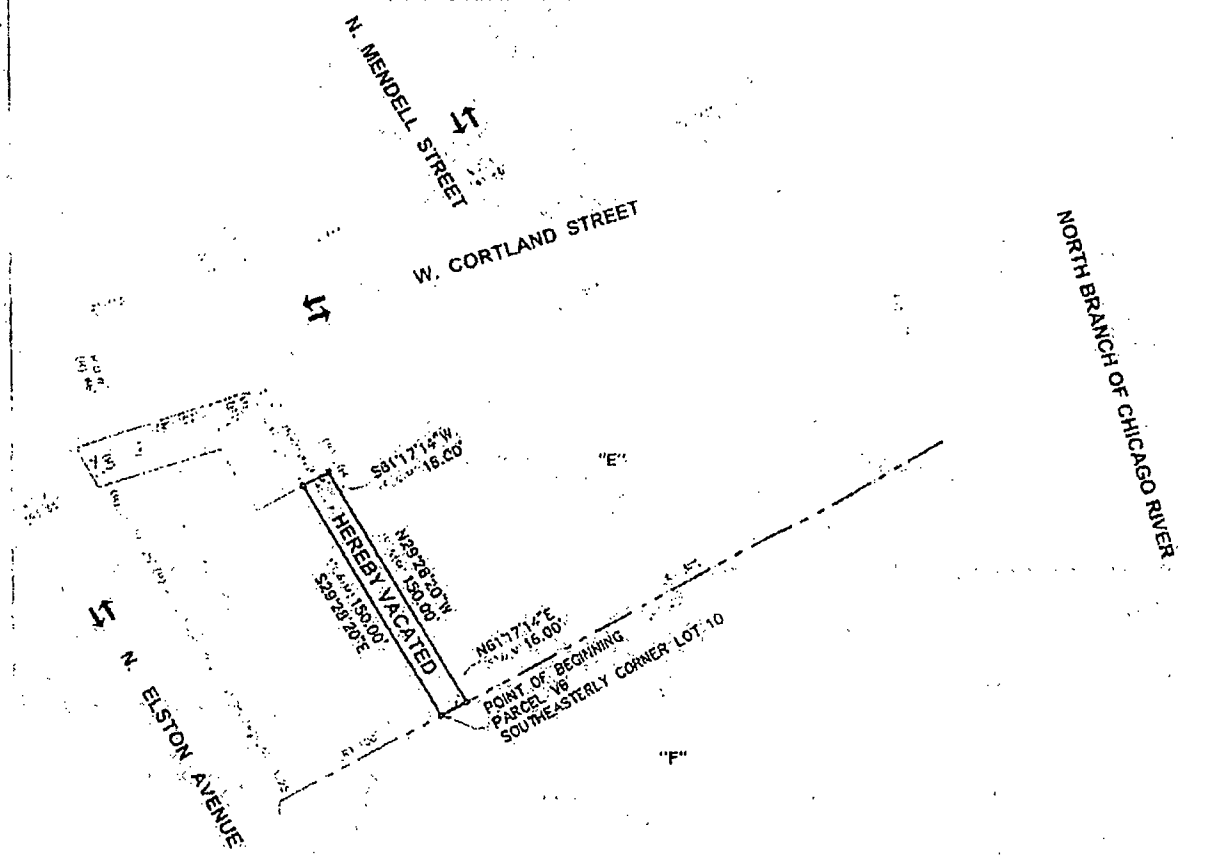
PLAT OF VACATION

LEGAL DESCRIPTION

ALL THAT PARCEL V8 PART OF THE NORTHSOUTHERLY 16 FOOT WIDE PUBLIC ALLEY LYING EASTERLY OF AND ADJOINING LOTS 6 TO 10; AND LYING WEST OF AND ADJOINING THAT PART OF LOT 1, ALL INCLUSIVE, IN THE SUBDIVISION OF LOT 1 OF BLOCK 17 IN SHUFELDT'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MARCH 23, 1893 AS DOCUMENT NUMBER 2011556, DESCRIBED AS FOLLOWS

BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 10 AFORESAID; THENCE NORTH 61 DEGREES 17 MINUTES 14 SECONDS EAST ALONG THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 10 AFORESAID 16.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1 IN THE SUBDIVISION OF LOT 1 OF BLOCK 17 AFORESAID; THENCE NORTH 28 DEGREES 28 MINUTES 20 SECONDS WEST ALONG SAID WESTERLY LINE OF LOT 1, A DISTANCE OF 150.00 FEET TO THE INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 5 AFORESAID; THENCE SOUTH 61 DEGREES 17 MINUTES 14 SECONDS WEST ALONG SAID EASTERLY EXTENSION 16.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 28 DEGREES 28 MINUTES 20 SECONDS EAST ALONG THE EASTERLY LINE OF LOTS 5 TO 10 INCLUSIVE, 150.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. SAID ABOVE DESCRIBED PARCEL CONTAINING 2,400 SQUARE FEET OR 0.055 ACRES, MORE OR LESS

GRAPHIC SCALE



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

W. WILLOW STREET

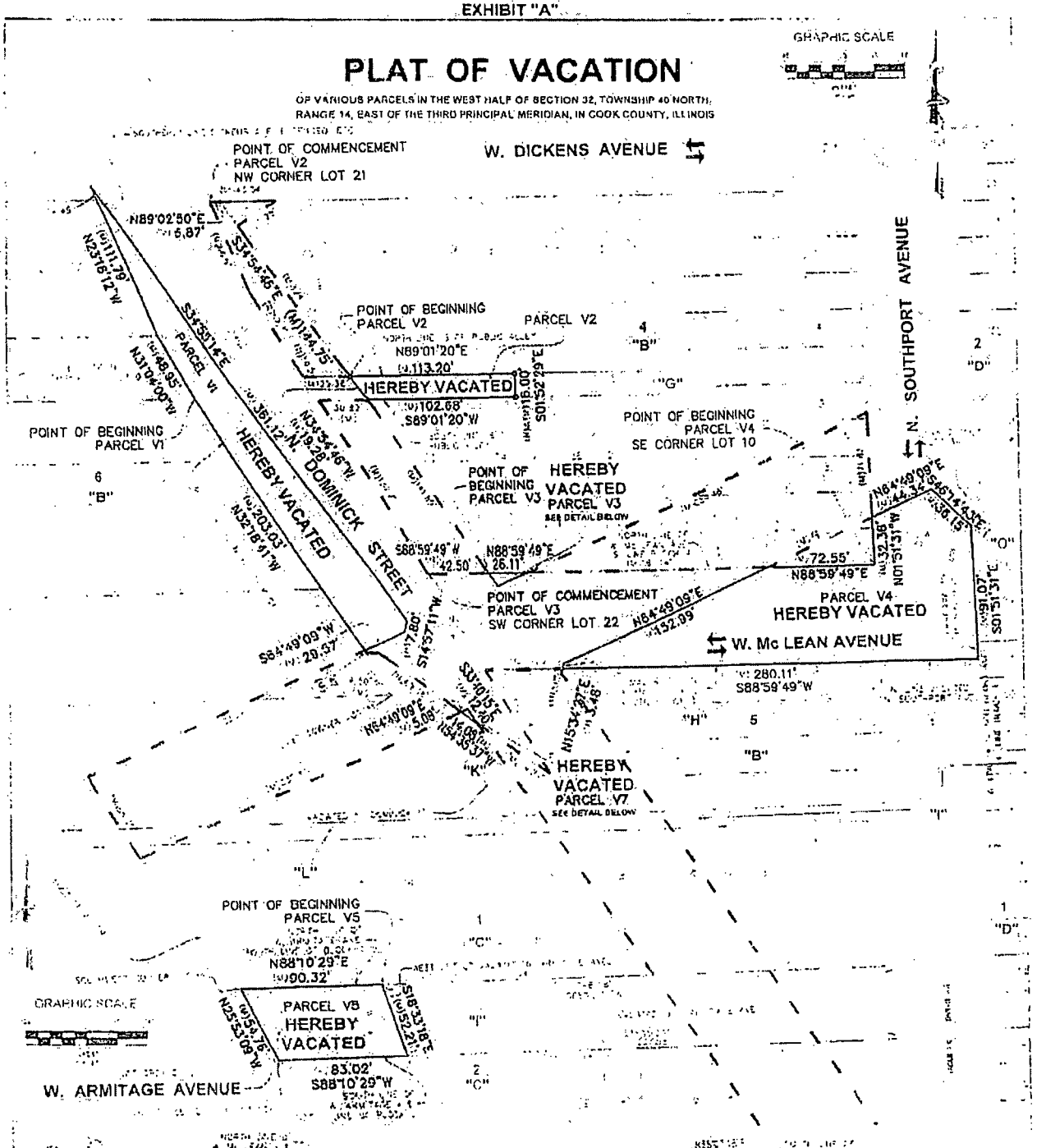
CDOT #32-02-20-3935

2019-26065-001

EXHIBIT "A"

PLAT OF VACATION

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



CDOT #32-02-20-3935

EXHIBIT "A"

PLAT OF VACATION

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

LEGAL DESCRIPTION CONTINUED:

TOGETHER WITH (PARCEL VI) THAT PART OF N. DOMINICK STREET, 66 FOOT RIGHT OF WAY, LYING EASTERLY OF AND ADJOINING THAT PART OF LOTS 8 THRU 18 AND THAT PART OF LOT 19, ALL INCLUSIVE IN BLOCK 3 IN W.F. DOMINICK'S SUBDIVISION, ANTE FIRE OF LOTS 1, 2 & 3 OF BLOCK 14 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTIONS 28, 29, 32 & 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1853, ANTE FIRE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH HALF OF LOT 3 AFORESAID WITH THE WESTERLY LINE OF N. DOMINICK STREET; THENCE NORTH 31 DEGREES 04 MINUTES 00 SECONDS WEST ALONG SAID WESTERLY LINE 48.34 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE NORTH 33 DEGREES 18 MINUTES 42 SECONDS WEST 48.97 FEET; A POINT 12.95 FEET NORTHERLY OF THE SOUTH LINE OF W. DICKENS AVENUE EXTENDED; THENCE SOUTH 34 DEGREES 23 MINUTES 14 SECONDS EAST 341.13 FEET; THENCE SOUTH 11 DEGREES 07 MINUTES 44 SECONDS WEST 7.78 FEET; THENCE SOUTH 43 DEGREES 49 MINUTES 01 SECONDS WEST 18.37 FEET TO THE WESTERLY LINE OF N. DOMINICK STREET AFORESAID ALSO BEING ON THE EAST LINE OF LOT 11; THENCE NORTH 17 DEGREES 14 MINUTES 43 SECONDS WEST ALONG SAID WESTERLY LINE 163.31 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS. SAID ABOVE DESCRIBED PARCEL CONTAINING 3,815 SQUARE FEET OR 0.129 ACRES, MORE OR LESS.

TOGETHER WITH (PARCEL VII) THAT PART OF THE EAST-WEST 16.5 FOOT WIDE PUBLIC ALLEY LYING SOUTH OF AND ADJOINING LOTS 15 TO 19 INCLUSIVE, AND THAT PART OF LOT 19, AND LYING NORTH OF AND ADJOINING THAT PART OF LOT 22 ADJOINING THAT PART OF LOTS 20 AND 24 AND LYING WEST OF AND ADJOINING THAT PART OF SAID 16 FOOT WIDE PUBLIC ALLEY HERETOFORE VACATED BY ORDINANCE PASSED NOVEMBER 9, 1955 AND RECORDED AUGUST 30, 1956 AS DOCUMENT NO. 16574351, ALL IN BLOCK 3 IN W.F. DOMINICK'S SUBDIVISION, ANTE-FIRE, OF LOTS 1, 2 AND 3 IN BLOCK 14 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1853, ANTE FIRE, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 23 IN BLOCK 3 AFORESAID; THENCE NORTH 89 DEGREES 02 MINUTES 50 SECONDS EAST ALONG THE NORTH LINE OF BLOCK 3 AFORESAID 6.07 FEET; THENCE SOUTH 34 DEGREES 54 MINUTES 46 SECONDS EAST 142.75 FEET TO THE NORTH LINE OF SAID 16 FOOT WIDE PUBLIC ALLEY ALSO BEING ON THE SOUTH LINE OF SAID LOT 19, AND THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 04 MINUTES 28 SECONDS EAST ALONG SAID NORTH LINE 112.29 FEET TO THE WEST LINE OF THAT PART OF SAID 16 FOOT WIDE PUBLIC ALLEY HERETOFORE VACATED BY ORDINANCE AFORESAID AND BEING THE SOUTHEAST CORNER OF SAID LOT 19; THENCE SOUTH 01 DEGREES 55 MINUTES 39 SECONDS EAST 16.00 FEET TO THE SOUTH LINE OF SAID 16 FOOT WIDE PUBLIC ALLEY ALSO BEING THE NORTHEAST CORNER OF SAID LOT 22; THENCE SOUTH 89 DEGREES 23 MINUTES 23 SECONDS WEST ALONG SAID SOUTH LINE 181.48 FEET; THENCE NORTH 34 DEGREES 54 MINUTES 14 SECONDS WEST 15.18 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS. SAID ABOVE DESCRIBED PARCEL CONTAINING 1,721 SQUARE FEET OR 0.040 ACRES, MORE OR LESS.

TOGETHER WITH (PARCEL VIII) THAT PART OF W. WILLEAN AVENUE 66 FOOT RIGHT OF WAY, LYING SOUTH OF AND ADJOINING LOTS 15 TO 19 INCLUSIVE, AND THAT PART OF LOT 19, AND LYING NORTH OF AND ADJOINING THAT PART OF LOT 22 ADJOINING THAT PART OF LOTS 20 AND 24 AND LYING WEST OF AND ADJOINING THAT PART OF SAID 16 FOOT WIDE PUBLIC ALLEY HERETOFORE VACATED BY ORDINANCE PASSED NOVEMBER 9, 1955 AND RECORDED AUGUST 30, 1956 AS DOCUMENT NO. 16574351, ALL IN BLOCK 3 IN W.F. DOMINICK'S SUBDIVISION, ANTE-FIRE, OF LOTS 1, 2 AND 3 IN BLOCK 14 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1853, ANTE FIRE, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 23 IN BLOCK 3 AFORESAID, BEING ALSO ON THE NORTH LINE OF W. WILLEAN AVENUE; THENCE NORTH 89 DEGREES 59 MINUTES 19 SECONDS EAST ALONG SAID NORTH LINE 22.89 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 23 AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 59 MINUTES 49 SECONDS EAST ALONG SAID NORTH LINE 19.31 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 19; THENCE SOUTH 34 DEGREES 54 MINUTES 14 SECONDS WEST 18.18 FEET; THENCE NORTH 34 DEGREES 18 MINUTES 48 SECONDS WEST 18.18 FEET TO THE NORTH LINE OF W. WILLEAN AVENUE AND THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS. SAID ABOVE DESCRIBED PARCEL CONTAINING 18 SQUARE FEET OR 0.003 ACRES, MORE OR LESS.

TOGETHER WITH (PARCEL VIII) THAT PART OF N. SOUTHPORT AVENUE, 66 FOOT RIGHT OF WAY, LYING NORTH OF AND ADJOINING THAT PART OF N. SOUTHPORT AVENUE HERETOFORE VACATED BY ORDINANCE RECORDED JANUARY 5, 1994 AS DOCUMENT NUMBER 94034414, LYING WEST OF AND ADJOINING BLOCK 4 IN THE SUBDIVISION OF BLOCK 13 IN SHEFFIELD'S ADDITION TO CHICAGO ACCORDING TO THE PLAT THEREOF, RECORDED NOVEMBER 23, 1887, AS DOCUMENT NO. 4131415, ANTE-FIRE, AND VAC EAST OF AND ADJOINING BLOCK 4 IN W.F. DOMINICK'S SUBDIVISION, ANTE FIRE, OF LOTS 1, 2 & 3 OF BLOCK 14 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTIONS 21, 28, 29 & 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1853, ANTE FIRE, TOGETHER WITH THAT PART OF W. WILLEAN AVENUE, 66 FOOT RIGHT OF WAY, LYING WEST OF AND ADJOINING EAST SOUTHPORT AVENUE AFORESAID, LYING SOUTH OF AND ADJOINING BLOCK 4 AND LYING NORTH OF AND ADJOINING BLOCK 5 ALL IN W.F. DOMINICK'S SUBDIVISION AFORESAID DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 16 IN BLOCK 4 AFORESAID, BEING ON THE NORTH LINE OF W. WILLEAN AVENUE AND THE WEST LINE OF N. SOUTHPORT AVENUE; THENCE NORTH 01 DEGREES 31 MINUTES 31 SECONDS WEST ALONG THE WEST LINE OF N. SOUTHPORT AVENUE 33.06 FEET; THENCE NORTH 44 DEGREES 31 MINUTES 29 SECONDS EAST 42.24 FEET; THENCE SOUTH 34 DEGREES 54 MINUTES 41 SECONDS EAST 36.15 FEET TO THE NORTHWEST CORNER OF LOT 5 IN BLOCK 5 IN THE SUBDIVISION OF BLOCK 13 IN SHEFFIELD'S ADDITION TO CHICAGO AFORESAID, BEING ALSO ON THE EAST LINE OF N. SOUTHPORT AVENUE; THENCE SOUTH 01 DEGREES 31 MINUTES 31 SECONDS EAST ALONG SAID EAST LINE 81.67 FEET TO THE NORTH LINE OF HERETOFORE VACATED N. SOUTHPORT AVENUE AFORESAID; THENCE SOUTH 44 DEGREES 33 MINUTES 49 SECONDS WEST ALONG SAID NORTH LINE, BEING ALSO THE EASTERLY EXTENSION OF THE SOUTH LINE OF W. WILLEAN AVENUE AND THE NORTH LINE OF BLOCK 4 AFORESAID 220.13 FEET; THENCE NORTH 15 DEGREES 31 MINUTES 37 SECONDS EAST 3.44 FEET; THENCE NORTH 45 DEGREES 49 MINUTES 49 SECONDS EAST 152.99 FEET TO THE NORTH LINE OF W. WILLEAN AVENUE, ALSO BEING THE SOUTH LINE OF SAID BLOCK 4; THENCE NORTH 45 DEGREES 49 MINUTES 49 SECONDS EAST ALONG SAID NORTH LINE 12.66 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS. SAID ABOVE DESCRIBED PARCEL CONTAINING 15,551 SQUARE FEET OR 0.343 ACRES, MORE OR LESS.

TOGETHER WITH (PARCEL IX) THENCE PART OF W. ARMITAGE AVENUE 66 FOOT RIGHT OF WAY LYING NORTH OF AND ADJOINING THAT PART OF W. ARMITAGE AVENUE HERETOFORE VACATED BY ORDINANCE RECORDED JANUARY 5, 1994 AS DOCUMENT NUMBER 94034431, LYING SOUTH OF AND ADJOINING BLOCK 1 AND LYING NORTH OF AND ADJOINING BLOCK 2 ALL IN W.F. LAWRENCE'S SUBDIVISION, ANTE FIRE, OF LOT 4 OF BLOCK 14 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTIONS 28, 29, 32 & 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1853, ANTE FIRE, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF W. ARMITAGE AVENUE (ALSO BEING THE SOUTH LINE OF SAID BLOCK 1) WITH THE WEST LINE OF HERETOFORE VACATED W. ARMITAGE AVENUE AFORESAID, BEING A POINT 346.98 FEET WEST OF THE WEST LINE OF HERETOFORE VACATED N. SOUTHPORT AVENUE VACATED BY ORDINANCE RECORDED JANUARY 5, 1994 AS DOCUMENT NUMBER 94034431; THENCE SOUTH 43 DEGREES 33 MINUTES 13 SECONDS EAST 22.21 FEET ALONG SAID WEST LINE OF HERETOFORE VACATED W. ARMITAGE AVENUE TO THE SOUTH LINE OF W. ARMITAGE AVENUE; THENCE ALONG THE NORTH LINE OF SAID BLOCK 1 BEING A POINT 33.00 FEET WEST OF THE WEST LINE OF HERETOFORE VACATED N. SOUTHPORT AVENUE AFORESAID; THENCE SOUTH 44 DEGREES 13 MINUTES 28 SECONDS WEST ALONG SAID SOUTH LINE 33.00 FEET TO THE NORTHWEST CORNER OF LOT 13 IN BLOCK 2 AFORESAID; THENCE NORTH 35 DEGREES 13 MINUTES 00 SECONDS WEST 34.26 FEET TO THE SOUTHWEST CORNER OF LOT 13 IN BLOCK 1 AFORESAID, BEING ALSO ON THE NORTH LINE OF W. ARMITAGE AVENUE; THENCE NORTH 44 DEGREES 13 MINUTES 13 SECONDS EAST ALONG SAID NORTH LINE 33.00 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS. SAID ABOVE DESCRIBED PARCEL CONTAINING 1,133 SQUARE FEET OR 0.026 ACRES, MORE OR LESS.

AND TOGETHER WITH (PARCEL XI) THAT PART OF N. DOMINICK STREET, 66 FOOT RIGHT OF WAY, LYING EASTERLY OF AND ADJOINING THAT PART N. DOMINICK STREET HERETOFORE VACATED BY ORDINANCE RECORDED IN DOCUMENT NUMBER 16574351, IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING ON THE WEST LINE OF N. DOMINICK STREET AT A POINT 51 FEET NORTHERLY OF THE SOUTHEAST CORNER OF LOT 11 IN BLOCK 3 IN W.F. DOMINICK'S SUBDIVISION, ANTE FIRE, OF LOTS 1, 2 & 3 OF BLOCK 14 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTIONS 28, 29, 32 & 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1853, ANTE-FIRE, BEING ALSO A POINT ON A NORTHERLY LINE OF HERETOFORE VACATED DOMINICK STREET AFORESAID; THENCE NORTH 88 DEGREES 27 MINUTES 18 SECONDS EAST ALONG SAID NORTHERLY LINE 66.00 FEET TO THE NORTHEASTERLY LINE THEREOF; THENCE SOUTH 34 DEGREES 33 MINUTES 32 SECONDS EAST ALONG SAID NORTHEASTERLY LINE 66.38 FEET TO THE POINT OF BEGINNING; THENCE NORTH 44 DEGREES 49 MINUTES 05 SECONDS EAST 3.99 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 13 SECONDS EAST 12.48 FEET TO THE NORTHEASTERLY LINE OF HERETOFORE VACATED DOMINICK STREET AFORESAID; THENCE NORTH 34 DEGREES 33 MINUTES 32 SECONDS WEST ALONG SAID NORTHEASTERLY LINE 13.46 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS. SAID ABOVE DESCRIBED PARCEL CONTAINING 17 SQUARE FEET OR 0.001 ACRES, MORE OR LESS.

TOTAL AREA OF THE ABOVE DESCRIBED PARCELS = 1,355 SQUARE FEET OR 0.070 ACRES, MORE OR LESS.

AFFECTED BUILDINGS

PREPARED FOR / MAIL TO:

SURVEYOR'S NOTES:

CHICAGO DEPARTMENT OF FINANCE

COOK COUNTY

CHICAGO DEPARTMENT OF TRANSPORTATION

CDOT #32-02-20-3935

2019-26965-001

HOWARD B. BROOKINS, JR.
ALDERMAN, 21ST WARD

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PHONE: 773-881-9300
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CITY OF CHICAGO
CITY COUNCIL

COUNCIL CHAMBER
CITY HALL ROOM 305
121 NORTH LASALLE STREET
CHICAGO, ILLINOIS 60602
PHONE: 312-744-4810
FAX: 312-744-7738

COMMITTEE MEMBERSHIPS
TRANSPORTATION AND PUBLIC WAY (CHAIRMAN)

AVIATION

BUDGET & GOVERNMENT OPERATIONS

ECONOMIC, CAPITAL & TECHNOLOGY DEVELOPMENT

FINANCE

COMMITTEES AND RULES

WORKFORCE DEVELOPMENT & AUDIT

November 16, 2022

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith for a VACATIONS to ALLOY PROPERTY COMPANY, LLC - (SUBSTITUTE) - SO2022-2921 A proposed vacation of the area bounded by North Elston Avenue, West Dickens Avenue, North Southport Avenue and West Willow Street. This property is located in the 2nd Ward. This ordinance was referred to Committee on September 21, 2022.

This recommendation was concurred unanimously by viva voce vote of the members of the Committee with no dissenting vote.

(Ward 2)

Respectfully submitted,

Howard Brookins, Jr.,
Chairman

Vacations Approved:

Gia Biagi
Commissioner of Transportation

Vacations Approved:

Introduced By:

Brian Hopkins

Honorable Brian Hopkins
Alderman, 2nd Ward

CDOT File:

32-02-20-3935

APPROVED

Celia Meza
CORPORATION COUNSEL

DATED: 11/30/2022

APPROVED

Lori E. Lightfoot
MAYOR

DATED: 11/30/2022