

SECTION 4. The Developers, on behalf of themselves and their successor and assigns, acknowledge that the City's acceptance of the N. Dominick Street Extension and Bridge as that term is defined in the Lincoln Yards RDA, are expressly conditioned upon the City's Department of Assets, Information and Services ("AIS") receipt from the Developers of (1) as-built drawings or other documentation demonstrating completed installation of engineered barriers (either non-permeable or earthen) in accordance with the Remedial Action Plan approved by the Illinois Environmental Protection Agency (IEPA), and (2) evidence of the removal of the right of way from the Site Remediation Program. The Developers acknowledge that an updated Phase I Environmental Site Assessment (ESA) may be required if the plat of subdivision with the dedications is not recorded within 180-days of the date of the Phase I ESA. The Commissioner of the Department of Assets, Information and Services, or any successor

department, is authorized to amend the requirements set forth in this Section 4, as necessary to further the City's interests.

SECTION 5. The Commissioner is authorized to enter into an Agreement Regarding Permanent and Temporary Easements on the Public Right of Way Being Granted Between the City of Chicago and the Developer of Lincoln Yards North, in substantially the form attached hereto as EXHIBIT C, pursuant to which the City, among other things, will grant to the Developers temporary easements in portions of the to-be-dedicated right of way to maintain such property in an interim condition prior to the City's acceptance of certain infrastructure improvements to be completed by the Developers, pursuant to the Lincoln Yards RDA.

SECTION 6. The Developers and the City of Chicago, by and through its Department of Transportation, acknowledge that infrastructure improvements in the dedications herein contemplated shall be subject to that certain "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 D.

SECTION 7. The resubdivision herein provided for is 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 the resubdivision.

SECTION 8. The resubdivision herein provided for is 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 full-sized corresponding plat approved by the Department of Transportation's Superintendent of Maps and Plats.

SECTION 9. The Commissioner is hereby authorized to accept and approve a separate public way easement agreement, redevelopment agreement or similar instrument with the Developer for a perpetual easement for continued, unimpeded, open public pedestrian and vehicular access as depicted on the attached Plat of Subdivision herein made part of this ordinance, and for such use and improvements that are accessory, subject to the approval of the Department of Transportation, and the Corporation Counsel as to form and legality.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval. The resubdivision shall take effect and be in force from and after the recording of this ordinance and

BEING A REVISION OF VARIOUS LOTS, BLOCKS AND VACATED PUBLIC RIGHTS OF WAY IN THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 10 NORTH, RANGE 11 EAST OF THE TOWN OF PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Exhibit B

Temporary Easement Agreement for DWM Facilities (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 ("Vacated Property") 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

WHEREAS, 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

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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

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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 within 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.

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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.

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.

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.

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.

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

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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

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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

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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 <mailto:lsims@hudson-advisors.com>

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

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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.

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,

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:

DWM LAW 082322 EASTM 83640280.112

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.

A-1

EXHIBIT B DEDICATED PROPERTY

[Attached]

B-1

EXHIBIT B DEDICATED PROPERTY

[Attached]

EXHIBIT "A"

uwcout yards i^ifi rbsurdxyduoii

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 10 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS
GRAPHIC SCALE

LEGEND

REBAR (TO BE SET)

AREA OF PERPETUAL PUBLIC WAY EASEMENT EXISTING LOT 118

CHORD CENTERLINE (TO BE SET)

REBAR (TO BE SET)
Right of way traffic sign

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CDOT #32-02-20-3936

EXHIBIT "A"

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 10 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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EXHIBIT "A"

EXHIBIT "A"

EXHIBIT "A"

UNING a REVISION 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 1J EAST OF TIFTHIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS

DWM LAW 082322 [-ASTMS36402S0.112

EXHIBIT C VACATED PROPERTY

[Attached]

C-1

EXHIBIT "A"

HEREBY VACATED

BUILDING FOOT PRINT EXISTING LOT LINES

PLAT OF VACATION

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

PENDING DEDICATION - AREA OF PERPETUAL PUBLIC WAY EASEMENT (R) = RECORD (H) = MEASURED RAO = RADIUS CH - CHORD CH B = CHORD BEARING R.O.W = RIGHT OF WAY

SET & 18" REBAR - TRAFFIC FLOW mmi

SHEFFIELD'S ADDITION TO CHICAGO IN SECTIONS 29 31 32 & 33 TOWNSHIP 40 NORTH RANGE 14 EAST RECORDED OCTOBER >3 181-3 ANTL-FIRE

WF DOMINICK'S SUBDIVISION OF 1 1/3 O- BLOCK K OF SHEFFIELD'S ADDITION TO CHICAGO [SEC "A", ANTE-FIRE

J F LAWRENCE S SUBDIVISION OF 1/2 OF BLOCK 1 SHEFFIELD'S ADDITION TO CHICAGO - <SEE "A" ANTE-FIRE

SUBDIVISION JI- BLOCK 13 IN SHEFFIELD'S ADDITION TO CHICAGO - [SH- "A" - KE-HIE-CORDFD NOVEMBER 7], "832 AS DOCUMENT NO -533333- ANIE-HKF.

SUBDIVISION OF LOT 1 IN BLOCK 1 IN SHEFFIELD'S ADDITION TO CHICAGO RECORDED MARCH 31, -804 AS DOCUMENT NO Z31695-3

SUBDIVISION OF BLOCKS 17, 16 20, 21 EXCEPT LOTS "C A 15 IN SAID BLOCK 71) 7?, Sfr 75 .10. 3'. 12 'EXCEPT LOTS 1,2, 3,6 4 7), 33 38. 3t <C"4- IN SHEFFIELD'S ADDITION TO CHICAGO (BY TRUSTEES OF CHICAGO LAND CO I RECORDED OCTOBER 22 1FW ANTF-11RF

VACATED BY ORDINANCE PASSED JANUARY 30 1905 RECORDED FEBRUARY 7 1805AS DOCUMENT NO 3C583C0

HEREBY VACATED **_Lj "B"**

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VACATED BY ORDINANCE PASSED OCTOBER 7 1905 RECORDED JANUARY 5 1906 AS DOCUMENT NO WO 14534

VACATED BY ORDINANCE PASSED JUNE 7 1966 RECORDED SEPTEMBER 54, 1965 AS DOCUMENT NO 196J74aQ

VACATED BY ORDINANCE PASSED MARCH 75, 1966 RECORDED APRIL 30, 1966 AS DOCUMENT NO 196J114301 AND RECORDED MAY 1, 1964 AS DOCUMENT NO 196J12.032

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

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

\W

HEREBY VACATED r SEE PAGE 2 \ PARCEL V6 "E"

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%W. CORTLAND STREET/ - . '

PENDING PCRPITJAL PUBLIC WAY F.ASFMF.NT ^NDRF CHOT

CDOT #32-02-20-3935

EXHIBIT "A"

PLAT OF VACATION

LEGAL DESCRIPTION

ALL THAT (PARCEL VGI PART OF THE NORTH-SOLTHCRLV 18 FOOT WIDE PUBLIC ALLEY" LYING EASTERLY OF ANO An JOINING LOTS 5 TO 10, ANO LYING WEST OF AND ADJOINING THAT PART OF LOT 1, ALL INCLUSIVE, IN THE SUBDIVISION OF LOT 1 OF BLOCK 17 IH SHEFFIELD'S ADDITION IO CHICAGO IN SECTION 32 TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MARCH 31, 1894 AS DOCUMENT NUMBER 2016856. DESCRIBED AS FOLLOWS- BEGINNING AT THE SOUTHEASTERLY CORNER OK LOI 10 AFORESAID; THENCE NORTH 81 DEGREE5 17 MINUTES 14 SECONDS EAST ALONG THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 10 AFORESAID 16.00 FEET TO THE SQUIHWES1 CORNER OF SAID LOT 1 IN THE SUBDIVISION OF LOT 1 OF BLOCK 17 AFORESAID; THENCE NORTH 19 DEGREES 28 MINUTES 30 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 C1 DEGREFS 17 MINUTES 14 SECONDS WEST AI ONG 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, ISO 00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, SAID ABOVE DESCRIBED PARCEL CONTAINING 2,400 SQUARE FEET OR 0.033 ACRES, MORE OR LESS.

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CHICAGO DEPARTMENT OF FINANCE

COOK COUNTY

PREPARED FOR / MAIL TO: STERLING Bay
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CDOT #32-02-20-3935

DESIGN FIKMLICFNSE NO 184-00533? EXPIRATION DATE APRIL 30 2Q21

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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.

Page 2

Sterling Bay Companies, LLC February 14, 2022

In order to accommodate the proposed ADA ramp at the northwest corner of IM 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.

If 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

Page 3

Sterling Bay Companies, LLC February 14, 2022

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 sen/ice 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 ma n 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 w-ap 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.

Page 4
Sterling Bay Companies, LLC February 14, 2022

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:

- o 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 Utilidor 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.
- o 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. Utilidor 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

Page 5
Sterling Bay Companies, LLC February 14, 2022

- 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 <<mailto: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 <<mailto:FACM@ctrwater.net>> for review.
- It is required that the Force Account Construction Manager be contacted at FACM@ctrwater.net <<mailto:FACM@ctrwater.net>> two weeks prior to the anticipated construction date so a resident engineer can be assigned to the project.

Page 6

Sterling Bay Companies, LLC February 14, 2022

- 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 <<mailto: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 <<mailto: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 <<mailto: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.

Page 7

Sterling Bay Companies, LLC February 14, 2022

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 2Vi 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.

Page 8
Sterling Bay Companies, LLC February 14, 2022

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@ciyofochicago.org.

Sincerely,

Andrea R.T-Cheng Ph.D., P.E. Commissioner V

AZ

DOB Plan Desk
Denis E. Riordan, Chief Plumbing Inspector

CITY OF CHICAGO - THE CITY OF WATER MAINS

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.

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Sterling Bay Companies, LLC January 22, 2021

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
 - o 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.

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Sterling Bay Companies, LLC January 22, 2021

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:

- o 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.

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Sterling Bay Companies, LLC January 22, 2021

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:

o 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 o 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 M 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 -esident 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 <mailto: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 <mailto:FACM@ctrwater.net> for review.
- It is required that the Force Account Construction Manager be contacted at FACM@ctrwater.net <mailto:FACM@ctrwater.net> two weeks prior to the anticipated construction date so a resident engineer can be assigned to the project.

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Sterling Bay Companies, LLC January 22, 2021

- 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\(S\)ctrwater.net](mailto:FACM(S)ctrwater.net) <<http://ter.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 <mailto: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 <mailto: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.

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Sterling Bay Companies, LLC January 22[^] 2021

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 2V4 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/irlets, 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.

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Sterling Bay Companies, LLC January 22, 2021

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 <mailto:Angela.Krueger@cityofchicago.org>.

Sincerely,

Andrea R. Trehetig Ph.D., P.E. Acting Commissioner

AZ

Email cc: DOB Plan Desk

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

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:

OUC File No. VD-110518 REVISED June 21, 2022 Page 2 of 5

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. Annitage 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. Annitage 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 new 16" 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.

OUC File No VD-1 1051 K REVISED June 2i, 2022 Page 3 of 5

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 <http://Agrecme.nl> 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 <<mailto:andrew.mcfarland@cityofchicago.org>>.

The Department of Water Management (DWM) - Sewer Section

Per Exhibit of New Lots and Street Dedications with Subdivision, there are total (10)-len 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:

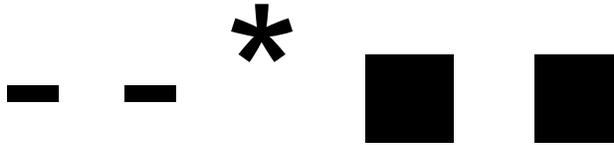
- A. All existing easements for sewer mains listed above in Lot 3, Lot 5, Lot 6 and Lot 9 must remain the same with no change. For the sewers without an easement in Lot 3, Lot 5, Lot 6 and Lot 9, the beneficiary must agree with the conditions below:
 - 1. There must be a reservation of forty (40) feet 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,



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 2021 4th 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.

D) The Department of Water Management (DWM) - Water Section

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:

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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. Annitage 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 new 16" 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

OUC File No VD-110518 July', 2021 Page'.} or4

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 or andrew.mcfarland@cityofchicago.org.

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.

OUC File No. VD-110518 Jul> y, 2021 Page 4 of A

- b. Existing private seweis in the areas to be dedicated will be sealed and removed at the expense ofthe beneficiary, in accordance with the standard procedures ofthe 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 ofthe public sewer and combined public main sewers indicating the street location ofthe main sewer(s) and appurtenances must be submitted to the Department of Water Management for record puiposes within 30 days of completion.

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

Very truly yours.

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

E-1

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 B ES 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.

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Sterling Bay Companies, LLC August 31, 2020

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.

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Sterling Bay Companies, LLC August 31, 2020

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 <<mailto: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 <<mailto:FACM@ctrwater.net>> for review.

It is required that the Force Account Construction Manager be contacted at FACM@ctrwater.net <<mailto: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 <<mailto: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 <mailto:Albert.Wtorkowski@cityofchicago.org>, in order to schedule the final inspection of any adjusted water facilities.

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Sterling Bay Companies, LLC August 31, 2020

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 2Vfe 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

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Sterling Bay Companies, LLC August 31, 2020

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 <<mailto:Angela.Krueger@cityofchicago.org>>.

Sincerely,

Randy Conner Commissioner

AK/HG/AZ

cc: DOB Plan Desk

CI TV 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

OUC File No. VD-110517 REVISED May 6, 2022 Page 2 of 4

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 \$40,060.00, 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 <<mailto:andrew.mcfarland@cityofchicago.org>>.

The Department of Water Management (DWM) - Sewer Section

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

Parcel VI: 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

OUC File No. VD-110517 REVISED May 6, 2022 Page 3 of 4

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 [lowing 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.VenT\@CityofChicago.org <mailto:a@CityofChicago.org>.

The Department of Water Management - Temporary Easement Requirements

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

OUC File No. VD-110517 REVISED May 6, 2022 Page 4 of 4

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.

c;rv 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

Rc: Proposed Vacation Ordinance 2" ^d 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.

D) 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 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 3-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 <<mailto:andrew.mcfarland@cityofchicago.org>>.

The Department of Water Management (DWM) - Sewer Section

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

Parcel VI: 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.

OUC File No. VD-1 10517 July 9, 2021 Pgs 3 or 3

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 VI 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.
- \\ 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 <<mailto:Anupam.Verma@CityofChicago.org>>.

Very truly yours.

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

F-1

EXHIBIT G DEVELOPERS DWM FACILITY WORK

G-1

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 rENTITYI. 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 ELEC T 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 SEP. 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.

Sewage and Trash Pump dvisoc

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
- Autostart capable control panel
- Electric Drive option
- Sound Attenuated option

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"x6"
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

Liquid Ingenuity.

PUMPS • TANKS ■ FILTRATION • PIPE • SPILLGUARDS 800-742-7246

Rain for Rem is a registered trademark of Western Oilfields Supply Company, features and specifications are subject to change without notice. rainforrem.COM

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.

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(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

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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.

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Exhibit C of cvjfuatfce

Agreement Regarding Permanent and Temporary Easements on the Public Right of Way Being Granted Between the City of Chicago and the Developer of Lincoln Yards North

(Attached)

PREPARED BY AND AFTER RECORDING PLEASE
RETURN TO:

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

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

This Agreement (the "Agreement") is entered into as of this _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF CHICAGO, an Illinois home rule municipal corporation (the "City"), by and through its Department of Transportation ("CDOT") and ALLOY PROPERTY COMPANY, LLC, a Delaware limited liability company ("Alloy"), ALLOY PROPERTY COMPANY 2, LLC, a Delaware limited liability company ("Alloy 2"), and 1511 W. WEBSTER, LLC, a Delaware limited liability company (collectively, the "Developer"). Alloy and Alloy 2, together the "Alloy Companies".

Witnesseth:

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

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

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

i

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

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

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

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

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

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

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

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- b. Release of Developer Temporary Maintenance Easements. The Plaza Maintenance Easements granted by Section 2(a) shall be automatically released and of no further force and effect upon the issuance by the City of Infrastructure Component Completion Certificate for the Armitage Avenue Extension and Bridge.
- c. Grant of City Bridge Maintenance Easement. Upon the issuance of the Infrastructure Component Completion Certificate for the Dominick Street Extension and Bridge, subject to the terms and conditions stated in this Agreement, the Developer and its successors and assigns agree to grant to the City a temporary easement (the "City Bridge Maintenance Easement") in, on, over and through a 10' parcel on either side of the right-of-way within which each bridge is located (the "City Bridge Maintenance Easement Area") for the purpose of maintenance, repair, rehabilitation and replacement of the adjacent bridge walls.
- d. Release of City Bridge Maintenance Easement. The City Bridge Maintenance Easement shall provide that it shall be automatically released and of no further force and effect when the Developer obtains permits for vertical construction on Lot 3 and Lot 8 of the City Bridge Maintenance Easement Area. Upon request of the Developer; City shall deliver a Release of such portions of the City Bridge Maintenance Easement.
- e. Grant of Developer Access Right. At all times following the dedication of the Dedicated Property, the Developer shall maintain, public access to adjacent parcels through such Dedicated Property, including prior to the completion of the Developer Work.

Cortland Permanent Easement.

- a. Grant of Easement. Alloy hereby grants and conveys to the City a perpetual, open, unobstructed, non-exclusive

public way easement (the "Cortland Easement") in, on, over and through the parcel described and depicted on Exhibit E (the "Cortland Easement Area") for the use and benefit of the general public for normal and customary access, as the City deems necessary to serve the public interest, with ingress and egress over the Cortland Easement Area.

b. Reserved Rights. The Alloy Companies reserve the following rights to the Cortland Easement Area without any cost, fee or expense due or owing to the City so long as such reserved rights do not materially or unreasonably interfere with the use of the Cortland Easement Area by the public in accordance with this Agreement:

i. to temporarily modify the location of the Cortland Easement Area without unreasonable interference with public use of the Cortland Easement Area, as may be necessary for the construction and development of the Developer Project. The Developer shall provide no less than 48 hours' notice to CDOT including dimensioned plans

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

ii. to grant further easements or other interests in the Cortland Easement Area, limited to those that do not materially interfere with the City's enjoyment of open, unobstructed public access;

iii. to install, construct and maintain building foundations; to construct, install, maintain, reconstruct and replace and repair any structures or other improvements and any appurtenance related thereto of every type and kind including, without limitation, aprons, walkways, underground utilities, fences, streetlights, columns and poles, landscaping of any and all types and kinds as long as such improvements are in compliance with applicable codes; and

iv. to remove, or cause to be removed from the Cortland Easement Area, in compliance with all applicable laws, regulations and local ordinances, violent persons or other persons creating a nuisance.

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

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

5. Indemnity.

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

b. Survival of Indemnity. The provisions of this Section 5 shall survive any termination of this Agreement but it shall not apply to Claims arising from events occurring after such termination.

- 6. Insurance during City Work. Prior to authorization by City of any of its contractors to enter onto the City Easements, City shall cause each such contractor to procure and maintain and at all times thereafter continuing until the completion of such entry or work, all of the coverages of insurance specified in EXHIBIT F which is attached and incorporated herein.
- 7. Notices. All notices or other communications required or permitted pursuant hereto shall be in writing and shall be deemed to have been given upon receipt.

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

If to City:

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

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

If to the Developer:

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

And

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

S

And

1511 W. Webster, LLC
333 N. Green Street, Suite 1100

Chicago, IL 60607
Attn: Jessica Simmons

With a copy to:

DLA Piper LLP (US)
444 W. Lake Street, Suite 900
Chicago, Illinois 60606
Phone:(312)368-2153
Attn: Katie Jahnke Dale

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

8. General

- a. Illinois Law. This Agreement has been negotiated, executed and delivered at Chicago, Illinois and shall be construed and enforced in accordance with the laws of Illinois, including the law of public trust with respect to the use and occupation of the public way.
- b. Partial Invalidity! If any clause, sentence or other portion of this Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portion hereof shall remain in full force and effect.
- c. Runs with the Land. All provisions hereof, including the benefits and burdens, shall run with the land, and shall be binding upon and enforceable by, and shall inure to the benefit of City and the Developer and their respective successors and assigns. Upon a bona fide conveyance of all right, title and interest in the Developer Parcel to a successor owner, all obligations of performance from and after the date of conveyance shall be enforceable against the transferee and not against the transferor.
- d. No Third-Party Beneficiaries. The rights granted herein are intended solely for the benefit of the parties. No other person or entity shall have any rights hereunder nor may such person enforce any of the terms or be entitled to any of the benefits hereof.

[signatures follow]

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

ALLOY PROPERTY COMPANY, LLC, a Delaware limited liability company

By: _ Name: Title:

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

By: Name: Title:

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

By:
Name: Title:

CITY OF CHICAGO,
an Illinois municipal corporation

By:
Gia Biagi, Commissioner Department of Transportation

Approved As To Form And Legality:

Senior Counsel

STATE OF ILLINOIS)

)SS

COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State
aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the
manager of Alloy Property Company, LLC, a Delaware limited liability company ("Developer"), and personally known to
me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person
and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her
by Developer, as his/her free and voluntary act and as the free and voluntary act of Developer, for the uses and purposes
therein set forth.

GIVEN under my hand and official seal this _____ day of _____, 20____

Notary Public

(SEAL)

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State

aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the manager of Alloy Property Company 2, LLC, a Delaware limited liability company ("Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by Developer, as his/her free and voluntary act and as the free and voluntary act of Developer, for the uses and purposes therein set forth.

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

Notary Public
STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____ personally known to me to be the manager of 1511 W. Webster, LLC, a Delaware limited liability company ("Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by Developer, as his/her free and voluntary act and as the free and voluntary act of Developer, for the uses and purposes therein set forth.

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

Notary Public

STATE OF ILLINOIS) COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Gia Biagi, personally known to me to be the Commissioner of the Department of Transportation of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed, and delivered said instrument pursuant to the authority given to her by the City, as her free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

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

Notary Public

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Exhibit a

**Seated Ptn War,
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Exhibit A

Dedicated Property

[Plat of Dedication attached]

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EXHIBIT "A"

! CDOT #32-02-20-3936

EXHIBIT "A"

EXHIBIT "A"

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

EXHIBIT "A"

GRAPHIC SCALE

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 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

AREA OF PERPETUAL PUBLIC WAY EASEMENT

Total Area of Easement - 16.748 Square Feet or 201 acres more or less

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EXHIBIT "A"

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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 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Exhibit B

Vacated Property

[Plat of Vacation attached]

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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

EXHIBIT "A"

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 SQUARE 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 81 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 21 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 81 DEGREES 17 MINUTES 14 SECONDS WEST ALONG SAID EASTERLY EXTENSION 16.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 29 DEGREES 21 MINUTES 20 SECONDS EAST ALONG THE EASTERLY LINE OF LOTS 3 TO 10, INCLUSIVE, 150.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, SAID ABOVE DESCRIBED PARCEL CONTAINING 1,400 SQUARE FEET OR 0.053 ACRES, MORE OR LESS.

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

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2019-26965-001

EXHIBIT "A"

EXHIBIT "A"

CHICAGO DEPARTMENT OF FINANCE

COOK COUNTY

PREPARED FOR / MAIL TO:

STERLING BAY
313 N GRFEN ST SUITE 1100 CHICAGO IL 60614

On APRIL 10 2022 at 10:00 AM (CDOT) by [Name] State of Illinois' County of Cook

We GREMLEY 4 BIEDERMANN INC hereby certify that we have received the title (Jeunf'n [m]e:lv diO Hint He cin lwon llnr'n s \ cumci-i reorasent.it <http://reorasent.it> on of said tamm corrected to a lempariura of UJ2- r-ahrnrh t This crolesa on' le'vice ccfomis 10 the current Illio-s 3 DQJnaary survey

Filed August 5 2022 Signed on SEPTEMBER 13 2022

CDOT #32-02-20-3935

Professional / >nsht, Lane Smveyoi No 3P84 My (rears' axairat Ncvrfrber K. 7022 DESIGN FIHN- il-CIE^K.SF NO IB--0073.--' EXPRAT.ON SAIL API.JL 3C 2021

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EXHIBIT C

FORM OF RELEASE

RELEASE DEED

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

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

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

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

PIN:

Address: .Chicago, Illinois.60614

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

By:

Commissioner,
Department of Transportation

[Notary]

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EXHIBIT D

PLAZA MAINTENANCE EASEMENTS AREA

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EXHIBIT E

CORTLAND EASEMENT AREA

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EXHIBIT F

**Insurance Requirements Department of Transportation
Lincoln Yard (NORTH) Easement**

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

A. INSURANCE REQUIRED

- 1) **Workers Compensation and Employers Liability (Primary and Umbrella)**
Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a work, services or operations under this Agreement and Employers Liability coverage with limits of not less than \$1,000.000 each accident, \$1.000.000 disease-policy limit, and \$1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

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

- 2) **Commercial General Liability (Primary and Umbrella)**
Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$2.000.000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to, the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion) explosion, collapse, underground, separation of insureds, defense, contractual liability (not to include endorsement CG 21 39 or equivalent).

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

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

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3) **Automobile Liability (Primary and Umbrella)**

The Developer must maintain Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. Coverage must include but not be limited to, the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or devices, both on and off the Project site including loading and unloading. The City is to be named as an additional insured on a primary, non-contributory basis.

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

4) **Excess/Umbrella**

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

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

5) **Builders Risk**

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

6) **Valuable Papers**

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

7) **Professional Liability**

When any architects, engineers, construction managers or other professional consultants perform work, services,

or operations in connection with this project/agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained

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

8) Railroad Protective Liability

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

9) Contractors Pollution Liability

When any work, services, or operations performed involves a potential pollution risk that may arise from the operations of the Developer's scope of services Contractors Pollution Liability must be provided or caused to be provided, covering bodily injury, property damage and other losses caused by pollution conditions with limits of not less than \$2,000,000 per occurrence. Coverage must include but not be limited to completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal and if applicable, include transportation and non-owned disposal coverage. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work on the project. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City to be named as additional insureds.

B. ADDITIONAL REQUIREMENTS

Evidence of Insurance. The Developer must furnish the City, Department of Transportation, 2 N. LaSalle Street, Suite 1100, Chicago, IL 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Developer must submit evidence of insurance prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from the Developer, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. The Developer must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect the Developer for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the Developer to comply with required coverage and terms and conditions outlined herein will not limit the Developer's liability or responsibility nor does it relieve the Developer of its obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the

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

terminated.

Notice of Material Change. Cancellation or Non-Renewal. The Developer must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

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

Waiver of Subrogation. Developer hereby waives its rights of subrogation and agrees to require its insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Agreement. Developer agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City have received a waiver of subrogation endorsement for Developer's insurer(s).

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

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

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

Insurance not Limited by Indemnification. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

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

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

Insurance required of Subcontractors. Developer must name Subcontractor(s) as a named insured(s) under Developer's insurance or Developer will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance and Professional Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Developer. Developer must determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Developer is responsible for ensuring that each Subcontractor has named the City as additional insureds where required and name the City as an additional insured under the Commercial General Liability on ISO form CG 2010 10 01 and CG 2037 10 01 for ongoing operation and completed operations on an endorsement form at least as broad and acceptable to the City. Developer is also responsible for ensuring that each

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

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

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Exhibit D of vrltAdMce

Intergovernmental Agreement Between the Metropolitan Water Reclamation District of Greater Chicago and the City of Chicago, Illinois for the Lincoln Yards Development

**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

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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

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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

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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.

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.

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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

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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

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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 620
Chicago, Illinois 60602
Phone: (312)744-3520
Email: Dan.Burke@cityofchicago.org <mailto: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,

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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.

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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.

By:

Director of Engineering

APPROVED AS TO FORM AND LEGALITY:

By:

Head Assistant Attorney

By:

General Counsel

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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 the 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]

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

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(The above space for Recorder's office use)

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

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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,

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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 (dennded 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.

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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.

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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 IA, IB, Exhibit IA, and Exhibit IB, to be duly executed, duly, attested and their corporate seals to be hereunto affixed.

(Grantor)

Signed:

' Date:

Printed Name:

Title:

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METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

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

Date:

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

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STATE OF ILLINOIS COUNTY OF COOK

) SS)

I, _____ Notary Public in and for said
 County, in the State aforesaid, DO HEREBY CERTIFY that MariyanaT. 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 _____ .

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Individual Jurat

STATE OF ILLINOIS)

) SS COUNTY OF COOK)

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_.

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GRANTOR:

PARCEL IA - 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, RECORDED 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 SUBDIVISION 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 43 MINUTES 56 SECONDS WEST A DISTANCE OF 64.23 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

SAID PARCEL IA CONTAINING 540 SQUARE FEET, MORE OR LESS. PIN No. 14-32-120-005

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

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GRANTOR:

PARCEL 1B-1 TEMPORARY EASEMENT

THAT PART OF LOTS H & 12 IN W.F. DOMINICK'S SUBDIVISION OF LOTS 1,2, AND 3 OF BLOCK 14 O? 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 OK LOTS L,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 fir. 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 20,732 SQUARE FEET, MORE OR LESS.

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

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

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NOW, THEREFORE, in consideration of the sum of TEN AND NO/100 f\$ 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)

EASTM75509271.5

IN CONSIDERATION of the grant of the permanent easement, right, privilege, and authority herein contained, this Easement Grant is subject to the foUowing 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:
Mariyana T. Spyropoulos
Acting Chairman of Committee on Finance

Date:

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

EASTM 75509271.5

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

My Commission Expires:

, A. D., 20.

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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

-XXA-

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HOWARD B. BROOKINS, JR. ALDERMAN, 21ST WARD

9011 SOUTH ASHLAND AVE. SUITE B CHICAGO, ILLINOIS 60620 PHONE: 773-881-9300 FAX: 773-881-2152

COMMITTEE MEMBERSHIPS TRANSPORTATION AND PUBLIC WAY (CHAIRMAN)

AVIATION

BUDGET & GOVERNMENT OPERATIONS

CITY OF CHICAGO CITY COUNCIL

ECONOMIC, CAPITAL & TECHNOLOGY DEVELOPMENT

FINANCE

COUNCIL CHAMBER CITY HALL ROOM 305

121 NORTH LASALLE STREET CHICAGO, ILLINOIS 60602

PHONE: 312-744-4810 FAX: 312-744-7738

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 SUBDIVISION to LINCOLN YARDS NORTH RESUBDIVISION -(SUBSTITUTE) - SO2022-2919 A proposed Resubdivision bounded by West Webster Avenue, North Dominick Street, North Kingsbury Street the North Branch of the Chicago River (approximately West Cortland 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 Comii'J ttee with no dissenting vote.

(Ward 2)

Howard Brookins, Jr., Chairman

Respectfully submitted,

Introduced by:

2?^joj^rv^,

Honorable Brian Hopkins Alderman 2nd Ward

CDOT Filef32-02-20-3936

APPROVED

CORPORATION COUNSEL

DATED: //lSp/^2>y