



Office of the City Clerk

City Hall
121 N. LaSalle St.
Room 107
Chicago, IL 60602
www.chicityclerk.com

Legislation Text

File #: SO2021-2142, Version: 1

SUBSTITUTE SUBDIVISION ORDINANCE

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

SECTION 1. The Commissioner of the Chicago Department of Transportation ("Commissioner"), or her designee, is hereby authorized and directed to approve a proposed Lincoln Yards South Resubdivision, being a resubdivision of certain lots owned by Fleet Portfolio, LLC, a Delaware limited liability company, and commonly described as 1412-1416 W. Willow Street, 1696-1698 N. Ada Street, 1401-1403 W. Wabansia Street and 1232 W. North Avenue; and certain other lots owned by 1685 N. Throop, LLC, a Delaware limited liability company, and commonly described as 1701-1727 N. Throop Street, 1655-1699 N. Throop Street, and 1656-1698 N. Throop Street, (Fleet Portfolio, LLC and 1685 N. Throop, LLC, together, the "Developers"), in the area bounded approximately W. Concord Place, approximately W. Willow Street, N. Ada Street and the North Branch of the Chicago River as legally described in the attached plat (Exhibit A, CDOT File: 32-02-20-3940) which, for greater certainty, is hereby made a part of this ordinance.

SECTION 2. The resubdivision shall be governed by and is subject to the conditions of Planned Development 1438 as approved by the City Council of the City of Chicago (the "City Council") on March 13, 2019, and the Lincoln Yards Redevelopment Agreement (the "Lincoln Yards RDA") among the City of Chicago ("City"), Fleet Portfolio, LLC, and Alloy Property Company, LLC, a Delaware limited liability company, authorized by the City Council on April 10, 2019, and published in the Journal of the Proceedings of the City Council for such date at pages 98094 through 98207, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois, on April 26, 2019, as document 1911618059.

SECTION 3. The resubdivision shall be subject to and conditioned upon the additional requirements identified in the "Temporary Easement Agreement for DWM Facilities" between 1685 N. Throop, LLC, and the City, acting by and through its Department of Water Management, in substantially the form hereto attached as EXHIBIT B and as further detailed in the Department of Water Management exhibits attached thereto.

SECTION 4. The Developers, on behalf of themselves and their successor and assigns, acknowledge that the City's acceptance of the Dominick Street Extension and Bridge and the Concord Place Extension and Bridge, as those terms are defined in the Lincoln Yards RDA, are each 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)

SECTION 6. 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 7. 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 8. 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 the associated plat of resubdivision.

Introduced by:

Honorable Brian Hopkins Alderman 2nd Ward

Exhibit A to Ordinance Plat of Resubdivision (Attached)

PLAT OF RESUBDIVISION MBTCOI^ YARDS nOWWM. HBSTODmHOJ

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CDOT #32-02-20-3940

PLAT OF RESUBDIVISION

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PLAT OF RESUBDIVISION

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Exhibit B to Ordinance

Temporary Easement Agreement for DWM Facilities (Attached)

PREPARED BY AND AFTER
RECORDING
RETURN TO:

[]

**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 South)**

This Agreement (the "Agreement") is entered into as of this _____ day of _____, 2021 ("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 1685 N. THROOP, LLC, a Delaware limited liability company, its affiliates, successors, and/or assigns (the "Developer"). The City and Developer shall individually be referred to herein as a "Party", and collectively referred to as the "Parties".

Witnesseth:

WHEREAS, Developer is the current owner of that certain Lot 9 of Lincoln Yards South Subdivision located in Chicago, Illinois which is legally described on Exhibit A attached hereto and made a part hereof (the "Developer Parcel"); and

WHEREAS, Developer contemplates the development of a mixed-use project generally known as Lincoln Yards South ("Developer Project") on the Developer Parcel; and

WHEREAS, consistent with the Developer Project, Developer 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, the City has vacated ("Vacation") certain streets and alleys depicted on Exhibit C (the "Vacated Property") _____ for the benefit of the Developer 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 Developer understands and agrees 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 South OUC Letters - OUC File No. V-102775 for the Dedications and subdivision of Lincoln Yards South, 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 South OUC Letters - OUC File No. V-102773 for the Vacation of N. Throop Street between W. Concord Place and W. Wabansia Avenue, attached hereto as Exhibits 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, an affiliate of Developer 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 Developer Project. Any defined terms used but not defined herein shall have the meanings ascribed to them in the Redevelopment Agreement; and

WHEREAS, subject to the terms and conditions of the DWM OUC Letters, the Developer 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 Developer Project as provided in this Agreement and subject to the terms of the Redevelopment Agreement (the "Developer DWM Facility Work"); and

WHEREAS, Developer has 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 Developer DWM Facility Work (the "New DWM Facilities"); and

WHEREAS, City has agreed to release and quitclaim to Developer 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, subject to DWM's review, approval, and acceptance of the Developer DWM Facility Work which 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, Developer has agreed to perform the Developer 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. Grant of Temporary DWM Easement. On the Effective Date, subject to the terms and conditions stated in this Agreement, the Developer 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.
2. Release of Temporary DWM Easement. The Release of the Temporary DWM Easement shall be provided to the Developer following the completion of the Developer DWM Facility Work, subject to DWM's review, approval, and acceptance of the Developer 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, but not limited to:

i) the Temporary DWM Easement for the 36-inch sewer main on N. Throop Street between W. Wabansia Avenue and W. Concord Place, located in the Temporary DWM Easement Parcel, upon the Developer's construction of a new sewer main within the Dedicated Property that replaces the function of the existing sewer main within the Vacated Property, and subject to DWM's approval and acceptance of the new sewer main; and

ii) the existing 12-inch water main and two (2) hydrants in N. Throop Street between W. Concord Place and W. Wabansia Avenue, located in the Temporary DWM Easement Parcel shall be released and quitclaimed upon the abandonment of the water main and hydrants in N. Throop Street between W. Concord Place and W. Wabansia Avenue, located in the Temporary DWM Easement Parcel.

3. Conditions of Temporary DWM Easement.

The Temporary DWM Easement granted by Section 1 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.
- b. There shall 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.
- 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 Developer shall provide DWM with access controls to all safety fences to allow DWM 24-hour access.
- d. All proposed plans for Improvements (as defined herein) must be submitted by Developer to DWM for review and reasonable approval by DWM prior to construction.
- e. Developer - as the beneficiary of the Vacated Property where a temporary easement is required by DWM - shall be responsible, at Developer's sole cost and expense, for the repair, renewal, or replacement of any

physical Improvements on the Vacated Property which 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. Developer - as the beneficiary of the Vacated Property where a temporary easement is required by DWM - shall be responsible, at Developer's sole cost and expense, for completely removing any obstacles for the maintenance and repair, or replacement of the water mains and sewer mains.
- g. Developer - 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. Developer - 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.

4. 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.

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Developer DWM Facility Work.

- a. Upon execution of this Agreement, Developer will be responsible, at its sole cost and expense, for performing and completing the Developer DWM Facility Work as described in Exhibit G in accordance with this Agreement.
- b. Simultaneous with the Developer's payment to DWM for the abandonment of certain water mains and water main adjustments, as set forth in the DWM Vacation OUC Letters, attached hereto as Exhibit E-1 and Exhibit E-2, the Developer shall provide DWM with an irrevocable, unconditional, standby letter of credit ("Letter of Credit") in an amount of Two Million Three Hundred Forty Two Thousand and no/100 Dollars (\$2,342,000.00), for the deposit required in the DWM Dedication and Subdivision OUC Letters for the estimated cost, based on current rates for labor, materials, equipment, and overhead charges, for the Water Mains Installations.
- c. Prior to the DWM acceptance of the Water Main Installations as DWM facilities, and prior to the issuance of Permits (defined herein) and the commencement of the Developer DWM Facility Work or portion thereof, for the Dominick/Throop bridge over the North Branch of the Chicago River -river crossing water main ("River Crossing Water Main"), the Developer shall increase the Letter of Credit by an additional amount of Two Million Six Hundred Six Thousand and no/100 Dollars (\$2,606,000), for an aggregate amount of Four Million Nine Hundred Forty Eight Thousand and no/100 Dollars (\$4,948,000), for the deposit required in the DWM Dedication and Subdivision OUC Letters for the estimated cost, based on current rates for labor, materials, equipment, and overhead charges, for the River Crossing Water Main. Upon Developer's final completion of the Developer DWM Facility Work, including all required punch list items, all in accordance with the Approved Plans, Permits, and delivery of as-built plans and assignments of warranties, and DWM acceptance of the water and sewer Developer DWM Facility Work, as required by the respective DWM OUC Letters and this Agreement, the DWM

Commissioner shall provide the Developer with a separate written close out letter for each of the water and sewer Developer DWM Facility Work, and evidencing acceptance of the Developer DWM Facility Work. Following close out, turnover and acceptance of the Developer DWM Facility Work as provided herein, Developer 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 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 the Letter of Credit. .

- d. The Developer must provide a Letter of Credit substantially in the form set forth in Exhibit H, attached hereto, or as otherwise reasonably approved by the Corporation Counsel.
- e. Notwithstanding anything to the contrary set forth in this Agreement, the City may recover any and all of its costs and expenses for performing, or causing

to be performed, the Developer 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 Four Million Nine Hundred Forty Eight Thousand and no/100 Dollars (\$4,948,000), as set forth in Sections 5(c) 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 Developer's obligations under this Agreement. The City is not obligated to pay or credit Developer 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 Developer of the terms and conditions of this Agreement or limit the liability of Developer 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 Developer 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 Developer 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. Developer shall obtain DWM's' review and approval of the plans and specifications for the Developer DWM Facility Work, including any update of the completion dates set forth in Exhibit I ("Developer DWM Facility Work Schedule") in accordance with this Agreement t. 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. Developer expressly agrees and warrants that the Developer DWM Facility Work shall be designed, constructed, and performed, at all times in a good and workmanlike manner and in compliance with all applicable federal, state local laws and regulations ("Law"), the Approved Plans, and this Agreement. To that end, Developer shall apply for and receive all necessary building,

public way and other permits required by Law, including the Municipal Code of Chicago ("Permits").

- i. Upon issuance of the Permits for the Developer DWM Facility Work, Developer shall diligently pursue completion of such Developer DWM Facility Work and, subject to Unavoidable Delays as defined in Section 10(e) below, shall complete such Developer DWM Facility Work in accordance with this Agreement, the Permits, the Approved Plans, the Developer DWM Facility Work Schedule, and the Redevelopment Agreement.
 - j. Developer 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 utility or public service facility (or replacements or upgrades thereof in currently existing locations) that is duly authorized to occupy the public way and is required to be removed, relocated, altered, additionally maintained or restored because of the Developer DWM Facility Work ("Existing Utility Facilities").
 - k. Following the completion of the inspection, including any testing required by applicable permits, of the Developer DWM Facility Work in accordance with and pursuant to the Permits, City will provide a punch list of items of Developer DWM Facility Work that are to be completed by Developer prior to acceptance by the City. Upon Developer's final completion of the Developer DWM Facility Work, including all required punch list items, all in accordance with the Approved Plans, Permit and delivery of as-built plans and assignments of warranties, and acceptance of the water and sewer Developer DWM Facility Work, the DWM Commissioner shall provide the Developer with a separate written close out letter for each of the water and sewer Developer DWM Facility Work, as required by the respective DWM OUC Letters and this Agreement, and accepting the Developer DWM Facility Work. Following close out, turnover and acceptance of the Developer DWM Facility Work as provided herein, Developer shall have no obligation to maintain the New DWM Facilities.
6. The Developer agrees that it will conduct and perform the Developer 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 Developer. To the full extent of the Law, Developer 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 Developer's performance or non-performance of the Developer DWM Facility

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Work, or the use of or entry in the Temporary DWM Easement Parcel by Developer, its employees, agents, and contractors ("Developer Parties"). In the event City receives notice of a Claim for which it desires to be covered by this indemnity, City shall notify Developer in writing and tender said defense to Developer. In such event, Developer shall appear in City's name and shall vigorously defend such Claim at Developer's expense. City shall cooperate with Developer and may reasonably participate in the defense of the Claim; provided however, that Developer shall not enter into any settlement of any such Claim without the consent of 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 Developer DWM Facility Work. Prior to the commencement of Developer DWM Facility Work, the Developer 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 Developer and City at their respective addresses set forth below, or to such substitute address as Developer 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: Acting 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 Developer.

1685 N. Throop, LLC

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

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

1685 N. THROOP, LLC,

a Delaware limited liability company

By:

By:

Name: Title:

CITY OF CHICAGO,

an Illinois home rule municipality

By:

Name: Andrea R.H. Cheng, Ph.D., P.E..

Title: Acting Commissioner of Water Management

Approved As To Form And Legality:

By:

Name:
Title: Senior Counsel

STATE OF ILLINOIS COUNTY OF COOK

)SS)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY, that " _____, of 1685 N. THROOP,
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____

v\.-' ■ :yig*0^~^,--:~^~ .

Notary Public

My Commission Expires:

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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., Acting 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____ .

BLOCK 21) AND GLOCKS 23, 2D, 20, M, 31,32 (EXCEPT LOTS 1,2, 3, 6 AND 7) AND BLOCKS 33, M, 19, 40 AND 41 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTIONS 29, 31, 33 AND 1*. TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1911, ANTE-FIRE; LYING EASTERLY OF THE EASTERLY LINE OF THE EASTERLY-WESTERLY 1* FOOT WIDE PUBLIC ALLEY HERETOFORE VACATED BY ORDINANCE PASSED NOVEMBER 4, 2017 RECORDED DECEMBER 20, 2017 AS DOCUMENT NO. 1731410063; LYING EASTERLY OF THE EASTERLY LINE OF THE EASTERLY-WESTERLY 1* FOOT WIDE PUBLIC ALLEY HERETOFORE VACATED BY ORDINANCE PASSED SEPTEMBER 10, 1960 RECORDED DECEMBER 23, 1960 AS DOCUMENT NO. 2371919V; LYING WESTERLY AND ADJOINING THE WESTERLY LINE OF BLOCK 1 IN ILINOIS STEEL COMPANY'S NORTH WORKS ADDITION TO CHICAGO, BEING A PART OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 30, 1900 AS DOCUMENT NUMBER 3038330; LYING SOUTHERLY AND ADJOINING THE NORTHERLY LINE OF SAID LOT 1 IN SUB-BLOCK 3 OF BLOCK 18 EXTENDED NORTHEASTERLY; AND LYING NORTHERLY AND ADJOINING THE SOUTHERLY LINE OF SAID LOT 2 IN SUB-BLOCK 3 OF BLOCK 18 EXTENDED NORTHEASTERLY. DESCRIBED AS FOLLOWS:

SHEFFIELD'S ADDITION TO CHICAGO IN SECTIONS 29, 31, 32 & 33, TOWNSHIP 40 NORTH, RANGE 14 EAST, RECORDED OCTOBER 13, 1903, ANTE-FIRE.

VACATION OF PARTS OF BLOCKS 17 & 18 IN SHEFFIELD'S ADDITION TO CHICAGO

RECOMMENDED BY THE CITY OF CHICAGO

SUBDIVISION OF BLOCKS 17, 18, 20, 21 (EXCEPT LOTS 1 & 2 IN SAID BLOCK 21), 23, 29, 30, 31, 32 (EXCEPT LOTS 1, 2, 3, SB, 7), 33, 39, 34, 40 & 41 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTIONS 29, 31, 32 & 33, TOWNSHIP 40 NORTH, RANGE 14 EAST, (SEE "A") (BY TRUSTEES OF CHICAGO LAND COMPANY) ANTE-FIRE

CDOT #32-02-20-3939

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1 IN SUB-BLOCK 3 OF BLOCK 19; THENCE NORTH 01 DEGREES 00 MINUTES 02 SECONDS EAST ALONG THE AFORESAID NORTH EASTERLY EXTENSION OF THE NORTHERLY LINE OF SAID LOT 1 A DISTANCE OF 0349 FEET; THENCE SOUTH 32 DEGREES 49 SECONDS EAST 27 FEET; THENCE SOUTH 24 DEGREES 33 SECONDS EAST 321.68 FEET; THENCE 61 FEET ALONG THE ARC OF A CIRCLE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 277.00 FEET AND A CHORD WHICH BEARS SOUTH 13 DEGREES 01 MINUTES 47 SECONDS EAST A DISTANCE OF 81.17 FEET; THENCE SOUTH 11 DEGREES 05 MINUTES 00 SECONDS WEST 30 FEET TO THE NORTHEASTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID LOTS IN SUB-BLOCK 3 OF BLOCK 18; THENCE SOUTH 01 DEGREES 01 MINUTES 41 SECONDS WEST ALONG THE LAST MENTIONED NORTHEASTERLY EXTENSION 30.1* FEET TO A POINT ON THE WEST LINE OF N. THROOP STREET, SAID POINT BEING ALSO THE SOUTHEAST CORNER OF SAID LOT 18 IN SUB-BLOCK 3 OF BLOCK 14; THENCE NORTH 29 DEGREES 25 MINUTES 11 SECONDS WEST ALONG THE WESTERLY LINE OF N. THROOP STREET 7.27 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, BEING ABOVE PARCEL CONTAINING 29.029 SQUARE FEET OR 0.6654 ACRES, MORE OR LESS.

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

D-I

[J 1: P A £ ~ V. E N T O r • / / : i t - M A N A G : : N T

April 30, 2021

Fleet Portfolio, LLC
333 N Green Street, Suite 1100
Chicago, IL 60607

Attention: Martin Wood Vice President

**SUBJECT: Proposed Lincoln Yards South
Water Main Installation by Others, Resident Engineering Services, Valve Operations, & Water Quality Services
BES Project No. 14-09:071.07 OUC File No. VD-102775**

Mr. Wood:

This correspondence is in response to an Office of Underground Coordination transmittal for the proposed street dedication and subdivision for Lincoln Yards South Subdivision. This correspondence is subsequent to the previously signed correspondence dated April 22, 2021 regarding the vacation of N Throop Street, a copy of which is attached. This letter supersedes the letter dated April 23, 2021.

The proposed development consists of conceptual roadway reconstruction, vacation and dedication plans for the subject project. Fleet Portfolio, 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 for the overall project, resulting in additional costs to Fleet Portfolio, LLC.

Department of Water Management • - Water Section:

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

- Approximately 850 feet of 24-inch water main in W Willow Street, from N Elston Avenue to Future N Throop Street

- Approximately 900 feet of 16-inch water main in Future N Throop Street, from W Concord Place to N Willow Street

- Approximately 180 feet of 12-inch water main in W Wabansia Avenue, from N Throop Street West to Future N Throop Street

- Approximately 180 feet of 8-inch water main in W Willow Street from Future N Throop Street to N Throop Street West

- Approximately 900 feet of 24 inch water main in Future Throop Street from N Willow Street to W Cortland Street, going under the North Branch of the Chicago River

Page 2

Fleet Portfolio, LLC April 30, 2021

This Department will perform the connections to the existing water mains in N Elston Avenue, W Willow Street, W Wabansia Avenue, W Cortland Street, and W Concord Place 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 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.

In order to accommodate the proposed 24-inch water main installation in W Willow Street by Fleet Portfolio LLC's contractor, the DWM must relocate three (3) existing fire hydrants. The DWM will be responsible for excavation and backfill of the excavated areas after construction, but Fleet Portfolio LLC's contractor shall be responsible for 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 \$292,770.00. 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, Fleet Portfolio LLC will be responsible for all additional costs associated with the water main connections and relocating the fire hydrants.

In the event Fleet Portfolio is unable to complete the water main installations in W Willow Street, W Wabansia Avenue and Future N Throop Street ("Water Main Installations"), a deposit is required that will allow DWM to complete the work. The required deposit amount is \$7,290,000.00. This estimate is based on current rates for labor, materials, equipment, and overhead charges, but actual costs will be billed to Fleet Portfolio upon DWM's completion of the work.

Fleet Portfolio shall provide the DWM with an irrevocable, unconditional letter of credit ("Letter of Credit") in the amount of \$7,290,000.00, for the Water Main Installation deposit required herein, and in the form of the Letter of Credit, all as set forth in the Agreement Regarding Temporary Easement For DWM Facilities ("Agreement").

Additionally, One (1) certified check in the amount of \$292,770.00 for the DWM connections at five (5) locations and relocation, of three (3) existing fire hydrants, as set forth herein, 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.

Fleet Portfolio LLC's contractor installing the new 8-inch, 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\(5\)ctrwater.net](mailto:FACM(5)ctrwater.net) for review. Once the list is approved, the shop drawings

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Fleet Portfolio, LLC April 30, 2021

(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.

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. 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 Fleet Portfolio, 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.

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Fleet Portfolio, LLC April 30, 2021

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.

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/inlets, sewer mains, and private drains (collectively known as "sewer facilities") that are parallel to water mains, services or fire hydrant leads (collectively known as "water facilities") that are less than 18 inches below the water facility and have less than 10 feet of horizontal separation from the outside edge of the water facility must be made out of ductile iron/water main quality pipe for 10 feet on either side of the outside edge of the water facility. Additionally, all sewer facilities that cross perpendicularly below water facilities with less than 18 inches vertical separation must be made out of ductile iron/water main quality pipe for 10 feet on either side of the outside edge of the water facility. If any sewer facility crosses perpendicularly above a water facility, then the sewer facility shall be at least 18 inches above the water facility and the sewer facility must be made out of ductile iron/water main quality pipe for 10 feet on either side of the outside edge of the water facility. Sewer laterals that require ductile iron/water main quality pipe shall be ductile iron/water main quality pipe from the catch basin to a point 10 feet beyond the edge of the water facility.

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Fleet Portfolio, LLC April 30, 2021

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, Fleet Portfolio, 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, Fleet Portfolio, 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.H. Chdng Ph.D., P.E. Acting Commissidner

AZ

Email cc: DOB Plan Desk



April 7,2021

City of Chicago Department of Transportation Division of
Infrastructure Management Office of Underground Coordination 2
North LaSalle Street Chicago, Illinois 60602

Attn: Mr. Jai Kaiayil
Coordinator of Street Permits

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

**Dedications and subdivision of Lincoln Yards South, located south of the North Branch of the Chicago River,
northwest of N. Ada Street and northwest of W. Concord Place**

OUC File No. VD-102775 M&P Project No. 32-02-20-3940
Water Atlas Page 204 Sewer Atlas Page 40-1 -20

Dear Mr. Kaiayil:

This letter is in response to your inquiry concerning the proposed dedication and subdivision. After reviewing our records, we have determined the following:

I) The Department of Water Management - Water Section

The following existing water mains abut the proposed subdivision and must remain:

1. An 8-inch water main in W. Willow Street from N. Throop Street to the west;
2. An 8-inch water main in N. Throop Street West between W. Willow Street and W. Wabansia Avenue;
3. A 12-inch water main in W. Wabansia Avenue from N. Throop Street West to the west;
4. An 8-inch water main in N. Ada Street between W. Wabansia Avenue and W. Concord Place;
5. A 12-inch water main in W. Concord Place from N. Throop Street to the west; and
6. A 12-inch water main in N. Throop Street from W. Concord Place to the south.

There is an existing 12-inch water main in N. Throop Street between W. Wabansia Avenue and W. Concord Place that is being abandoned under VD-102773, the vacation of said street.

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

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

- a. A 24-inch water main in W. Willow Street connecting to the existing 24-inch water main in W. Willow Street and extending east to N. Throop Street (approximately 850 feet);
- b. A 16-inch water main in N. Throop Street connecting to the new 24-inch water main in W. Willow Street and the existing DWM water mains at W. Concord Place and N. Throop Street (approximately 900 feet);
- c. A 12-inch water main in W. Wabansia Avenue connecting the new 16" main in N. Throop Street to the existing 12-inch water main in W. Wabansia Avenue (approximately 180 feet);
- d. An 8-inch water main in W. Willow Street connecting the new 16" main in N. Throop Street to the existing 8-inch water main in W. Willow Street (approximately 180 feet);
- e. A 24-inch water main in N. Throop Street going under the North Branch of the Chicago River and connecting to the new 24" main in W. Willow Street and the existing 24-inch water main in W. Cortland Street (approximately 900 feet).

The new water mains are subject to the following:

- i. A deposit will be required for the total cost of all the proposed water main installations including work installed by both DWM and the developer. Cost estimates for these items will be developed separately and forwarded under separate cover.
- ii. All proposed water main plans are subject to DWM review and approval.
- iii. DWM will make all connections.
- iv. The final phasing and sequencing of the installation of these various mains will be determined by DWM.
- v. DWM will make all final connections between the new water mains and the existing DWM system.
- vi. Further detailed requirements and instructions will be developed as development proceeds.

A new water main is not required and will not be installed in W. Concord Place east of N. Throop Street. The DWM has no objections to a private water service line being installed here at the developer's expense, subject to any CDOT approval or other City regulations.

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

The Department of Water Management - Sewer Section

Based on sewer records, there is a 36-inch public sewer on N Throop St between W Wabansia Avenue and W Concord Place. The Sewer Section has no objection to the proposed subdivision and dedication, provided the following are part of the subdivision and dedication ordinance:

1. This 36-inch sewer main must be retained. 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 installs the new sewer as sewer relocation work into new dedicated public ROW and acceptance by City, this 36-inch sewer within Throop between Wabansia St. and Concord Pl. can be abandoned. The abandonment plans must meet the Department of Water Management, Sewer Design Section's requirements.

2. 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.
3. [f 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.
4. 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.
5. 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.
6. 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.
7. 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 Sid Osakada at Sid.Osakada@CityofChicago.org or Anupam Venna at Anupam.Venna@CityofChicago.org.

Very truly yours,

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

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

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April 22, 2021

Fleet Portfolio, LLC
333 N Green Street, Suite 1100
Chicago, IL 60607

Attention: Martin Wood Vice President

**SUBJECT: Proposed Street Vacation
Lincoln Yards South Subdivision
N Throop Street - W Wabansia Avenue to W Concord Place BES Project No. 14-
09:071.07 OUC File No. VD-102773**

Mr. Wood:

This correspondence is in response to an Office of Underground Coordination request for the proposed street vacation for the subject project.

The proposed development consists of conceptual roadway reconstruction, vacation and dedication plans for the subject project. Fleet Portfolio, 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 Fleet Portfolio, LLC. The installation of new water mains to serve the subdivision will be addressed under OUC File No. VD-102755, BES Project No. 14-09:071.07, to follow under separate cover. This correspondence only addresses the vacation of N Throop Street.

The Department of Water Management - Water Section

To accommodate the proposed vacation of N Throop Street from W Wabansia Avenue to W Concord Place, the DWM must abandon the following existing water mains:

- Approximately 577 feet of 12-inch water main located at approximately 25 feet EWL of N Throop Street
- Approximately 108 feet of 12-inch water main located at approximately 13 feet SNL of W Wabansia Avenue

In order to accommodate the above-mentioned abandonments, the following additional existing water main adjustments are required:

- o Remove two (2) existing fire hydrants and associated fire hydrant leads
- Abandon two (2) existing valve basins by removing the frames and lids and filling the basins with backfill material CA-16
- Abandon one (1) existing water service on the western frontage of N Throop Street. Fleet Portfolio, LLC's contractor will be responsible for the abandonment of appurtenances (valve box/valve basin)

Page 2

Fleet Portfolio, LLC April 22, 2021

The scope of this Department's involvement is limited to excavation, water main pipe work, backfill, valve operations, engineering services, and water quality services, at an estimated cost of \$60,900.00. Please note that this estimate is based on current rates for labor (regular time), material, equipment and overhead charges, but actual costs will be submitted for payment upon completion of the work. The DWM will leave a concrete cap over the excavated areas and Fleet Portfolio, LLC will be responsible for final restoration.

The existing water mains in N Throop Street and W Wabansia Avenue are not fully amortized. The total unamortized cost for the 12-inch water main in N Throop Street and the 12-inch water main in W Wabansia Avenue is \$7,298.36.

Two (2) separate certified checks in the amounts of \$60,900.00 and \$7,298.38, 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.

It is required that the Force Account Construction Manager be contacted at FACM@ctrwater.net two (2) weeks prior to the anticipated construction date so a DWM crew can be assigned to the project.

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.

Any traffic and pedestrian protection structures such as canopies, scaffolding, jersey walls, construction barricades, etc., which are located within 10 feet of water main facilities will restrict this Department's continuous access to its facilities for maintenance or repair work. Therefore,

should this Department require access to its existing facilities, Fleet Portfolio, LLC will be responsible for either removing the traffic and pedestrian protection structures or performing any necessary excavation required to provide this Department safe access to its existing facilities within 24-hour notice. Traffic and pedestrian protection structures must be installed to allow for complete accessibility to all DWM facilities, including fire hydrants, valve basins, sewer manholes, and catch basins.

All 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.

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Fleet Portfolio, LLC April 22, 2021

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

Proposed trees must not be planted 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 discussed above.
2. Flowers or other non-woody herbaceous plants.
3. Above ground, movable planting containers that can be relocated by the owner of the plantings in the event that access to the water main 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.

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 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.

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, Fleet Portfolio, 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, Fleet Portfolio, 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 DWM's standards.

Page 4

Fleet Portfolio, LLC April 22, 2021

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.HL Chdng, Ph.D., P.E. Acting Commissioner

AZ

DOB Plan Desk

Denis Riordan, Chief Plumbing Inspector

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CITY OF CHICAGO

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April 6, 2021

City of Chicago Department of Transportation Division of
Infrastructure Management Office of Underground
Coordination 2 North LaSalle Street Chicago, Illinois 60602

Attn: Mr. Jai Kaiayil

Coordinator of Street Permits

Re: Proposed Street Vacation Ordinance 2nd Ward

For: Lincoln Yards South

Vacation of N. Throop Street between W. Concord Place and W. Wabansia Avenue

OUC File No. VD-102773 M&P Project No. 32-02-20-

3939 Water Atlas Page 204 Sewer Atlas Page 40-1-20

Dear Mr. Kaiayil:

This letter is in response to your inquiry concerning the proposed vacation. After reviewing our records, we have determined the following:

D) The Department of Water Management - Water Section

There is approximately 679 feet of 12-inch water main with two hydrants installed in 1935 and 1961 within the proposed vacation.

For the vacation to be approved by the Water Section, this water main must be abandoned per the following requirements:

- a. For the water main and hydrant abandonment, the DWM will perform all work to disconnect the abandoned main from the water main system except restoration.
- b. The estimated cost for the DWM to perform its scope of work is \$60,900.00. 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.
- 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 main cannot be located within private property (the vacated street), a temporary easement must be put in place to protect the water main. See Section III of this letter for easement requirements. The temporary easement will be released once the water main has been abandoned.

OUC File No. VD-102773 April 6, 2021 Page 2 of 3

- e. **The existing 12-inch water mains are not fully amortized. The total fixed unamortized cost for this existing 12-inch water main abandonment is \$7,298.38.**
- f. Detailed instructions for payment of the estimated costs in the amount of \$68,198.38 (\$60,900.00 + \$7,298.38) will follow under separate cover.

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

The Department of Water Management - Sewer Section

Based on sewer records, there is a 36-inch public sewer on N Throop St between W Wabansia Avenue and W Concord Place, flowing south entering the proposed area to be vacated. This 36-inch sewer main is serving areas along N Throop St including upstream of the area to be vacated. This 36-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 the City as a part of sewer relocation work into new dedicated public ROW. The Sewer Section will approve the proposed street vacation, provided the beneficiary must agree with the conditions in Section HI of this letter.

If there are any questions regarding the sewer facilities, contact Sid Osakada at Sid.Osakada@CityofChicago.org or Anupam Verma at Anupam.Verma@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 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 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 temporary easement is required.
- iv. All proposed plans for improvements must be submitted to and approved by the Department of Water Management 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.

OUC File No. VD-102773 April 6, 2021 Page 3 of 3

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

Any adjustments to the DWM's facilities in the vacated ROW where a temporary easement is required must be paid by the beneficiary.

The temporary easement on the area to be vacated could be released after the existing water main is abandoned and a new sewer is built by the beneficiary within dedicated ROW that replaces the function of the sewer within the vacated ROW and accepted by the DWM.

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

Very truly yours,

Andrea R.T. Ciefiefig, Ph.D., P.E.
Acting Commissioner

EXHIBIT F
FORM OF RELEASE OF TEMPORARY DWM EASEMENT

CITY OF CHICAGO, an Illinois home rule municipal corporation ("City"), in consideration of the sum of One Dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, does hereby RELEASE and QUITCLAIM to ("Grantee") and to its successors and assigns forever, all the City's right, title and interest, in the "Temporary DWM Easement" rights granted to the City by that certain Agreement Regarding Temporary Easement for DWM Facilities, dated _____, 2021, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois, on _____, 2021, as document number _____, in the following real property:

[insert legal description] ("Release Area")

P.I.N.:

Address: , Chicago, Illinois 606

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

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

By:

Commissioner,

Department of Water Management [Notary]

I-I

EXHIBIT G DEVELOPER DWM FACILITY WORK

G-1

CHICAGO



LINCOLN YARDS SOUTH

A*

EX. HYORANTS WITHIN , , WILLOW ST. ROW TO BE , RELOCATED (TYP)¹

PR 24" WATERMAIN

W.
VWorkwill. ^mploed_15 Mbrilhsafter'Start^of Construction

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* c;*:tfive' I?~ iw f swi>ru mo. fsto< wt>.
.1 M'lmW...v*(p)jyM,LCVtohe I?P>~TQ

CONNECT PR. 16" WATERMAIN TO EX. 16" WU

PR. PARCEL C.I WATER SERVICE BUILDING TO COME ONLINE QUARTER 2 OF 2024

LINCOLN YARDS SOUTH

CHICAGO IL

.. I ■ -

V

Y

LEGEND

ICSHKGVAJF~V*N

ONEAM NOTE)

PR. PARCEL A 1 ANTICIPATED ■ WATER SERVICE LOCATION PARCEL NOT CURRENTLY PROGRAMMED
PR. WM TUNNEL 4 24" WM EXTENSION FROM CORTLAND TO WILLOW ANTICIPATED CONSTRUCTION

PR PARCEL A.2 ANTICIPATED WATER SERVICE LOCATION PARCEL NOT CURRENTLY PROGRAMMED

CONNECT TO EXISTING 24" WM STUB LEFT DURING PHASE 2

x

PARCEL E 3 NOT CURRENTLY
PROGRAMMED \

PR. PARCEL E.2 ANTICIPATED -WATER SERVICE LOCATION PARCEL NOT CURRENTLY PROGRAMMED

PARCELS F.1 J F.2 NOT CURRENTLY
PROGRAMMED \

LINCOLN YARDS SOUTH

CHICAGO

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: ACTING COMMISSIONER

ACTING COMMISSIONER:

WE HEREBY ISSUE UNCONDITIONAL, IRREVOCABLE STAND-BY LETTER OF
CREDIT NO. IN YOUR FAVOR UP TO AN AGGREGATE AMOUNT OF FOUR
MILLION NINE HUNDRED FORTY-EIGHT THOUSAND AND NO/100 DOLLARS
(\$4,948,000). 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 FOUR MILLION NINE HUNDRED FORTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$4,948,000). 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 1685 N. THROOP, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS AFFILIATES, SUCCESSORS, AND/OR ASSIGNS (COLLECTIVELY, THE "DEVELOPER"). UNDER ANY AGREEMENT WITH THE CITY OF CHICAGO OR BY ANY BANKRUPTCY OR OTHER INSOLVENCY PROCEEDING INITIATED BY OR AGAINST DEVELOPER, DEVELOPER IS NOT THE OWNER OF OR BENEFICIARY UNDER THIS LETTER OF CREDIT AND POSSESSES NO INTEREST WHATSOEVER IN THIS LETTER OF CREDIT OR PROCEEDS OF SAME. WE ENGAGE WITH YOU THAT ANY DRAWS UNDER THIS LETTER OF CREDIT SHALL BE DULY HONORED ON SIGHT IF PRESENTED TO US ON OR BEFORE __, 20__.

PARTIAL AND MULTIPLE DRAWINGS ARE PERMITTED.

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

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

(AUTHORIZED SIGNATURE)

EXHIBIT I
DEVELOPER DWM FACILITY WORK SCHEDULE

1. Package A. 1 (LYS) -
 - a. W. Concord Av.-N. Throop St. to River and

- b. Utilities on W. Concord Av. between Elston Av. and Throop St. City Approval - 11/2/20 - 6/1/21
Construction - 7/1/21 - 6/30/2022
- 2. Package B (LYS)- Riverwall (Riverwall east of 1685 N Throop St.) Approval - 11/23/2020 - 6/1/2021
Construct Area at Package A. 1 -7/1/2021 -12/1/2021 Area at Package A.2 - 3/1/2022 - 11/1/2022
- 3. Package A.2 (LYS)
 - a. N. Throop St. - N. Concord Av. to N. Willow St.
 - b. W. Willow St. - N. Elston Av. to N. Throop St.
 - c. W. Wabansia Av. - N. Elston Av. to N. Throop St.
 - d. N. Ada St. - 1630 N. to W. Wabansia Av. (1700 N) Approval - 3/1/2021 - 2/1/2022
Construction - 3/1/2022 - 6/13/2023
- 4. Package 5 - W. Cortland Avenue (LYN) & Water Main in Tunnel
 - a. W. Cortland Av. - 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.Approval - 6/1/2022 - 2/1/2023 Construction - 3/1/23 - 2/1/2025

EXHIBIT J DEVELOPER INSURANCE

INSURANCE REQUIREMENTS Department of Water Management Lincoln Yard Easement

The Developer must provide and maintain at Developer's own expense, or cause to be provided, during the term of the Agreement and during the time period following completion if 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.

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 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 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. 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.

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)**

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.

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.

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 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,

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Professional Liability Insurance covering acts, errors, or omissions must be maintained 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, Developer must provide, with respect to the operations that 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 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. Developer must furnish the City, Department of Water Management, 1000 E. Ohio Street, Chicago, IL 60611, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Developer 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 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. 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 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 Developer's liability or responsibility nor does it relieve 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 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. 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 their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Agreement. Developer 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).

Developers 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

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endorsement form at least as broad and acceptable to the City. Developer is also responsible for ensuring that each 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 C to Ordinance

Agree™, Regarding Lincoln Yards South Vacations and Dedications (Attached)

PREPARED BY AND AFTER
RECORDING
RETURN TO:

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

**AGREEMENT REGARDING LINCOLN YARDS SOUTH VACATIONS AND
DEDICATIONS**

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 FLEET PORT FOLIO, LLC, a Delaware limited liability company ("Fleet") and 1685 N. THROOP, LLC, a Delaware limited liability company ("Throop", together with Fleet, the "Developer"):

Witnesseth:

WHEREAS, Developer is the current owner of parcels of property generally known as Lincoln Yards South located in Chicago, Illinois and defined on Exhibit B (the "Developer Parcel"); and

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

WHEREAS, consistent with the Developer Project, Developer and City have agreed that the Developer will dedicate certain property identified in the Plat of Resubdivision on Exhibit A (the "Dedicated Property") for the benefit of the City and the City will vacate certain streets and alleys identified in the Plat of Vacation on Exhibit A (the "Vacated Property") for the benefit of the Developer Project, all as provided in two (2) ordinances approved by the City Council of the City on _____, 20__ (together, the "Subdivision and Vacation Ordinances"); and

WHEREAS, Fleet 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, Developer intends to undertake certain public infrastructure projects (the "Developer Work"), as provided in the Redevelopment Agreement and in the Agreement Regarding Temporary Easement For DWM Facilities dated _____, 2021 and recorded with the Recorder on _____, 2021 as Document Number _____, and

WHEREAS, the City has agreed to grant to 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 Developer its existing easement rights which will no longer be needed for access to or the use and maintenance of certain utility facilities following the completion of certain

relocations as part of the Developer Work, with such releases to be delivered in accordance with 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. 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 or reserved by the City of Chicago in the following easements: that certain⁵ easement granted by the Illinois Steel Company to the City recorded on June 17, 1920 as Document No. 6859847; that certain easement granted by the Illinois Steel Company to the City recorded on June 17, 1920 as Document No. 6859848; those certain easements reserved by the City recorded on December 23, 1980 as Document No. 25716189 and that certain easement reserved by the City recorded on December 20, 2017 as Document No. 1735419053. At the Developer's request, the City also shall deliver a similar release(s) relating to the rights of third-parties identified in Section 2 of Document No. 25716189 and Section 3 of Document No. 1735419053, provided that such third-parties have released their rights under the applicable document.
2. Temporary Easements.
 - a. Grant of Developer Temporary Maintenance Easement. On the Effective Date, subject to the terms and conditions stated in this Agreement, the City hereby grants and conveys to Developer a temporary easement (the "Plaza Maintenance Easement") in, on, over, under and through the area depicted as Developer Temporary Easement on Exhibit D for purposes of maintenance, repair, rehabilitation and replacement of public plaza area and construction of the Concord Place Extension, Bridge and Refurbishment.
 - b. Release of Developer Temporary Maintenance Easements. The Plaza Maintenance Easement granted by Section 2(a) shall be automatically

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released and of no further force and effect upon the issuance by the City of Infrastructure Component Completion Certificate for the Concord Place Extension, Bridge and Refurbishment.

- c. Grant of City Bridge Maintenance Easements. Upon the issuance of the Infrastructure Component Completion Certificate for the Dominick Street Extension and Bridge or the Concord Place Extension, Bridge and Refurbishment, as applicable, the Developer and its successors and assigns agree to grant to the City a permanent non-exclusive easement (the "City Bridge Maintenance Easements") in, on, over and through a 10' parcel on either side of the right-of-way within which each bridge is located (the "Bridge Maintenance Easement Areas") for the purpose of maintenance, repair, rehabilitation and replacement of the adjacent bridge walls. The City Bridge Maintenance Easements shall provide that be they shall be automatically released and of no further force and effect when the Developer obtains permits for vertical construction on areas adjacent to all or portions of the City Bridge Maintenance Easement Areas.

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.

Indemnity.

- a. Indemnity of City by Developer. Developer agrees to indemnify, pay, defend and hold the City, and its elected

and: appointed officials, employees, agents and affiliates (individually an "Indemnatee," 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 Developer shall have no obligation to an Indemnatee arising from the wanton or willful misconduct of that Indemnatee.

- b. Survival of Indemnities. The provisions of this Section 4 shall survive any termination of this Agreement but it shall not apply to Claims arising from events occurring after such termination.

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 E which is attached and incorporated herein.

6. 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 Developer and City at their respective addresses set forth below, or to such substitute address as Developer or City may have designated by notice in accordance herewith:

If to City, at:

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

Fleet Portfolio, LLC /1685 N. Throop, LLC
333 N Green, Suite 1100
Chicago, IL 60607
Attn: Andrew Gloor
Email: legalnotices@sterlingbay.com <mailto:legalnotices@sterlingbay.com>

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
Email: katie.dale@dlapiper.com <mailto:katie.dale@dlapiper.com>

Names, titles and addresses shall be deemed changed only upon service of notice in accordance with this Section 6.

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

FLEET PORTFOLIO, LLC, a Delaware limited liability company

By:
Name: Title:

1685 N. THROOP, LLC, a Delaware limited liability company

By: _ Name: Title:

CITY OF CHICAGO

Gia Biagi, Commissioner Department of Transportation

Approved As To Form And Legality:

By:

Name:

Title: Senior Counsel

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State
aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the
manager of FLEET PORTFOLIO, 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
My Commission Expires

(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 1685 N. THROOP, 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
My Commission Expires

(SEAL)

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

My Commission Expires

EXHIBIT A

Plat of Resubdivision and Plat of Vacation

PLAT OF RESUBDIVISION

SECTION 32. URMING TO IICWTH. M.1GC MIAS1 OF WE mlW WBNCTAI MEKDIAH, WCOOCCOUNTY.
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CDOT #32-02-20-3940

PLAT OF RESUBDIVISION

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: CDOT #32-02-20-3940

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GRAPHIC SCALE

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

THAT PART OF H. THROOP STREET 60 FOOT WIDE (BOKT O- WAY LYING EASTERLY AND ADJOINING THE EASTERLY LINE OF LOTS 1, U. 44, «, 43 AND 56 W SUB-BLOCK 3 OF BLOCK 18 IN THE SUBDIVISION ANTE FIRE, OF BLOCKS 17, 18, 20, 21 (EXCEPT LOT 9 1.5. AND 12 IN SAID BLOCK 21) AKO BLOCKS 23, 23.20, 30, 31, 32 (EXCF PT LOTS 1, 2, 3.8 AND 7) AND BLOCKS 33, «, M, 40 AND 41 OF SHEFFIELD? ADDITION TO CHICAGO IN SECTIONS «, 31, 32 AND 33, TOWNSHIP 40 NORTH, RANGE « EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1903, ANTE FIRE; LYING EASTERLY OF THE EASTERLY LINE OF THE EASTERLY-WESTERLY 19 FOOT WIDE PUBLIC ALLEY HERE TOFOKE VACATED BY ORDINANCE PASSED NOVEMBER 1, 2017 RECORDED DECEMBER 20, 2017 AS DOCUMENT NO. 173S4160S3; LYING EASTERLY OF THE EASTERLY LINE OF THE EASTERLY-WESTERLY 19 FOOT WIDE PUBLIC ALLEY HERETOFORE VACATED BY ORDINANCE PASSED SEPTEMBER 10, 1903 RECORDED DECEMBER 23, 1903 AS DOCUMENT NO. 25711111; LYING WESTERLY AND ADJOINING THE WESTERLY LINE OF BLOCK 11 IN ILLINOIS STEEL CO WANTS NORTH WORKS ADDITION TO CHICAGO, BEING A PART OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 30, 1900 AS DOCUMENT NUMBER 30MS30, LYING SOUTHERLY AND ADJOINING THE NORTHERLY LINE OF SAID LOT 1 IN SUB-BLOCK 3 OF BLOCK 14 EXTENDED NORTHEASTERLY; AND LYING NORTHERLY AND ADJOINING THE SOUTHERLY LINE OF SAID LOT 58 IN SUB-BLOCK 3 OF BLOCK 18; THENCE NORTH 2« DEGREES 25 MINUTES 11 SECONDS WEST ALONG THE WESTERLY LINE OF N. THROOP STREET 407.27 FEET, TO THE POINT OF BEGINNING, MORE OR LESS.

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BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1 IN SUB-BLOCK 1 OF BLOCK 16; THENCE NORTH 81 DEGREES 00 MINUTES 02 SECONDS EAST ALONG THE AFORESAID NORTH EASTERLY EXTENSION OF THE NORTHERLY LINE OF SAID LOT 1 A DISTANCE OF 83.8« FEET; THENCE SOUTH 7 DEGREES 32 MINUTES 45 SECONDS EAST 0427 FEET; THENCE SOUTH 20 DEGREES 14 MINUTES 33 SECONDS EAST 121M FEET; THENCE 81.41 FEET ALONG THE ARC OF A CIRCLE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 777.04 FEET AND A CHORD WHICH BEARS SOUTH 83 DEGREES 01 MINUTES 47 SECONDS EAST A DISTANCE OF 81.5« FEET; THENCE NORTH 18 DEGREES 00 MINUTES 00 SECONDS WEST 20.55 FEET TO THE NORTH EASTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID LOT 54 IN SUB-BLOCK 3 OF BLOCK 18; THENCE SOUTH 81 DEGREES 01 MINUTES 41 SECONDS WEST ALONG THE LAST MENTIONED NORTHEASTERLY EXTENSION «, 1« FEET TO A POINT ON THE WEST LINE OF N. THROOP STREET. SAID POINT BEING ALSO THE SOUTHEAST CORNER OF SAID LOT 58 IN SUB-BLOCK 3 OF BLOCK 18; THENCE NORTH 2« DEGREES 25 MINUTES 11 SECONDS WEST ALONG THE WESTERLY LINE OF N. THROOP STREET 407.27 FEET, TO THE POINT OF BEGINNING, MORE OR LESS.

Exhibit B

Legal Description of Developer Parcel

LOT 9 IN LINCOLN YARDS SOUTH SUBDIVISION RECORDED _____, 2021 AS DOCUMENT _____, BEING A SUBDIVISION OF VARIOUS LOTS AND BLOCKS IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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 QUIT CLAIM to) and FLEET PORTFOLIO, LLC / 1685 N. THROOP, 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 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]

EXHIBIT D

Depiction of Temporary Easement Area (To come)

EXHIBIT E

Insurance Requirements

INSURANCE REQUIREMENTS Department of Water Management Lincoln Yard Easement

The Developer must provide and maintain at Developer's own expense, or cause to be provided, during the term of the Agreement and during the time period following completion if 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.

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 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 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. 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.

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.

3) Automobile Liability (Primary and Umbrella)

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.

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.

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 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 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, Developer must provide, with respect to the operations that 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 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. Developer must furnish the City, Department of Water Management, 1000 E. Ohio Street, Chicago, IL 60611, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Developer 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 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. 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 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 Developer's liability or responsibility nor does it relieve 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 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. 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 their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Agreement. Developer 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).

Developers 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 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.

Approved Approved