

EXHIBIT E
EASEMENT AGREEMENT

[Attached]

THIS INSTRUMENT PREPARED
BY, AND AFTER RECORDING,
PLEASE RETURN TO:

City of Chicago Dept. of Law
Real Estate & Land Use Div.
121 N. LaSalle Street, Suite 600
Chicago, Illinois 60602

(The Above Space for Clerk's Use Only)

EASEMENT AGREEMENT

This **EASEMENT AGREEMENT** (the "Agreement") is made as of _____, 20__ (the "Effective Date"), by and between the **CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of government (the "City"), acting by and through its Department of Assets, Information and Services or any successor department thereto ("AIS"), having its principal offices located at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, and **3305 LAWDALE DEV, LLC**, a Delaware limited liability company ("Developer"), having its principal offices located at 111 S. Wacker Drive, Suite 3000, Chicago, Illinois 60606. In this Agreement, the City and the Developer may be referred to collectively as the "Parties" or singularly as a "Party".

RECITALS

WHEREAS, Developer is the owner of the land legally described on **Exhibit A** attached hereto (the "Developer Property"); and

WHEREAS, Developer has constructed a fleet storage yard with approximately 350 parking spaces on the Developer Property (the "Project"); and

WHEREAS, due to the stormwater management needs of the Project, Developer has caused to be constructed a bioswale on the southern portion of the Developer Property (the "Bioswale"); and

WHEREAS, the City is the owner of the land located directly south of the Developer Property as legally described on **Exhibit B** attached hereto (the "City Property"); and

WHEREAS, the Metropolitan Water Reclamation District of Greater Chicago (the "District") conveyed the City Property to the City pursuant to that certain quitclaim deed dated January 2, 1996, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") on April 10, 1996, as document 96270202 (the "District Deed"); and

WHEREAS, the City leased the City Property to the United States of America pursuant to that certain lease, dated April 5, 1996, a memorandum of which is also dated April 5, 1996, and recorded with the Recorder's Office on April 12, 1996, as document 96278483 (the "Lease"); and

WHEREAS, pursuant to the Lease, the United States of America, by and through its Department of Labor (the "DOL"), operates that certain Job Corps Center on the City Property (the "Facility"); and

WHEREAS, the District Deed states, in pertinent part, that in the event the City Property "ceases to be used in connection with the Facility, all right, title and interest of the City and any person or entity claiming to title to the [City Property] by, through or under the City shall immediately cease and determine and revert to the District and the District shall be automatically restored to its first and former estate without further affirmative act by the District or the City" (the "Right of Reverter"); and

WHEREAS, the District Deed also reserves for the benefit of the District a perpetual easement over the City Property (the "District Easement"); and

WHEREAS, due to the Lease, the Right of Reverter and the District Easement, any agreement authorizing a change in use of the City Property or any portion thereof requires the written consent of the DOL and the District; and

WHEREAS, Developer has requested that the City grant it an easement (the "Easement") to a portion of the City Property as legally described on **Exhibit C-1** and as depicted on the plat of easement set forth in **Exhibit C-2** (such portion of the City Property, the "Easement Area") in order to maintain and operate the drainage swale ("Drainage Swale"), which the Developer previously caused to be constructed pursuant to that certain right of entry agreement ("ROE") entered into among Developer, the City and BEAR Construction Company, an Illinois corporation, to service the Bioswale, and to remove the Drainage Swale and restore the Easement Area, if required in accordance with the terms of this Agreement (such maintenance and operation of the Drainage Swale, the removal of the Drainage Swale and the restoration of the Easement Area by the owner of the Developer Property and its Agents, collectively, the "Activity"); and

WHEREAS, the Developer has represented to the City that it constructed, or caused to be constructed, the Drainage Swale pursuant to and in accordance with the Plans and Approvals and the requirements attached hereto as **Exhibit E** (such requirements, the "Drainage Swale Construction Additional Technical Details"); and

WHEREAS, if the ROE has not expired or been terminated prior to the Expiration Date of this Agreement, then the ROE shall be deemed to have terminated as of the Effective Date of this Agreement, without any further action by the Parties; and

WHEREAS, the City has issued Department of Buildings permit number 100965493 and sewer permit number 2204651 for the construction of the Drainage Swale; and

WHEREAS, the Illinois Environmental Protection Agency (“IEPA”) has issued National Pollutant Discharge Elimination System General Permit number ILR10ZBHX for the construction of the Drainage Swale; and

WHEREAS, Developer further acknowledges and agrees that as the Easement and its use for the Activity would change the use of the Easement Area, the Easement would need the written consent of the DOL and the District and that nothing in this Agreement creates any legal or contractual obligation on the part of the DOL and the District to provide their written consent for the Easement; and

WHEREAS, the Developer shall maintain and operate the Drainage Swale in accordance with the plans and approvals attached hereto as Exhibit F (the “Maintenance and Operation Plans”); and

WHEREAS, Developer acknowledges and agrees that Developer is conducting the Activity at its own option, risk and expense; and

WHEREAS, both the District and the DOL have provided their written consent to this Agreement and such written consent is attached hereto as Exhibit G-1 and Exhibit G-2, respectively; and

WHEREAS, Developer has provided the City a Phase I Environmental Site Assessment (“Phase I ESA”) for the City Property, including the Easement Area, prepared by V3 Companies, Ltd., dated September 8, 2022, as updated June 14, 2023, which identified recognized environmental conditions (“RECs”) at the Easement Area; and

WHEREAS, Developer has provided the City a Phase II Environmental Easement Area Assessment (“Phase II ESA”) prepared by V3 Companies, Ltd., dated June 14, 2023, which has identified certain environmental conditions at the Easement Area prior to Developer’s entry (the September 8, 2022, Phase I ESA and the June 14, 2023, Phase II ESA collectively shall be referred to as the “V3 ESAs”); and

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

1. **Incorporation of Recitals.** The foregoing recitals constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the Parties.

2. **Grant.** Subject to the District Easement and the terms and conditions set forth herein, including Developer's obligation to comply with all requirements of Developer in this Agreement, and Developer's payment in the amount of Two Hundred Eight Thousand Dollars (\$208,000) (such amount, the "Grant Payment") to the City, which amount represents the appraised fair market value of the Easement, the City hereby grants to the Developer Property a non-exclusive, permanent and perpetual easement on, through and over to the Easement Area, but no other portion of the City Property, for the sole purpose of allowing Developer to perform the Activity. Developer shall operate and maintain the Drainage Swale in accordance with the operation and maintenance requirements set forth in **Exhibit F (Maintenance and Operation Plans)**. Developer shall be responsible for, its agents, employees, contractors, subcontractors, consultants, invitees, guests, vendors, patrons and any other parties who enter the Easement Area at Developer's direction or with Developer's consent (collectively, "Agents"). Developer shall be responsible for ensuring that all Agents comply with Developer's obligations under this Agreement, and non-compliance by any Agent shall be deemed to be non-compliance by Developer. The Easement is subject to all easements, encroachments, covenants, restrictions of record and not shown of record, and any other title encumbrances or defects affecting the Easement Area. Developer acknowledges that the City has not performed any title or survey work in connection with the negotiation and execution of this Agreement and agrees that it is Developer's sole responsibility and obligation to confirm that the Activity occurs solely within the portions of the Easement Area permitted by this Agreement.

This Agreement is not intended to impair or diminish the District's rights under the District Easement. The District's rights under the District Easement are superior to any rights granted by the City to Developer. Developer acknowledges that the District Easement grants the District the right, privilege and authority to access, construct, maintain, operate, repair and reconstruct its observation monitoring wells, intercepting sewers, or any other facilities in furtherance of the District's corporate purpose located upon, under and through the City Property. The District has a groundwater observation well, OM-13 (the "Well"), which is associated with the Tunnel and Reservoir Plan tunnel system (latitude 41.8310934 degrees North, longitude 87.7090135 degrees West). The Drainage Swale and any work Developer performs, or causes to be performed, must not impact the Well. Developer further acknowledges that the District retains the right to access, and to permit its contractors to access, the Well for activities such as groundwater sampling and well maintenance and repair.

Developer shall provide AIS the name and contact information for Developer's Agents who are proposed to conduct any part of the Activity. The City shall have the right, at the City's expense, to monitor the field activities of Developer and its Agents on the Easement Area.

3. **Limitation on Permanent Easement.** The easement rights granted herein are exclusive to the Developer Property and those acting by or through the owner of the Developer Property, and may not, without the prior written consent of the City, be shared with any other party or person or property. The Easement shall immediately terminate if the owner of the Developer

Property shall ever voluntarily discontinue use of the Drainage Swale, or abandon or forfeit the Easement. The failure of the Developer Property to use the Drainage Swale for a continuous period of twelve (12) months shall constitute abandonment and forfeiture of the Easement. Developer shall promptly provide written notice to the City if it intends to or has abandoned or forfeited the Easement. Following termination of the Easement, the City, by written notice to Developer delivered no later than ninety (90) days after the date of such termination set forth in the City's notice of termination to Developer, or no later than ninety (90) days after the date of EHS's acknowledgement of its receipt of Developer's notice of termination, as applicable, may require Developer, at Developer's cost and expense, to remove the Drainage Swale from the Easement Area and restore the Easement Area in accordance with Section 18. Developer shall execute the City's then-current form of right of entry or similar agreement prior to such removal. Developer shall complete such removal and restoration within one hundred eighty (180) days of the date of the City's written direction. Developer shall execute the City's then-current form of right of entry agreement or similar document prior to commencing the removal and restoration work.

The City retains all its rights to the use and occupation of Easement Property not inconsistent with the use by Developer herein granted.

No work performed by Developer in connection with the exercise of said easement rights may unreasonably restrict access to the City Property. The City reserves the right to require Developer to relocate the Drainage Swale to a mutually agreed upon alternate location, provided however, that the City shall first pay to Developer the cost and expenses to be incurred by it in connection with such relocation.

4. **Cost.** Developer shall be responsible for all costs and expenses associated with the Activity without City reimbursement. Developer shall also be responsible for all costs and expenses associated with restoring the Easement Area in accordance with Section 18 without City reimbursement. On the Effective Date, Developer shall pay the City Two Hundred Thousand Dollars (\$200,000) (such payment, the "Additional Payment"). The City intends to use the Additional Payment for costs, if any, the City incurs to remove or remediate Hazardous Substances or Other Regulated Material on or from the City Property or the Sanitary and Ship Canal as a result of the Developer's, or its successors' or assigns' failure to comply with the terms of this Agreement. The Additional Payment does not constitute liquidated damages and does not limit the City's remedies under this Agreement. The City will retain the Additional Payment and all interest the City earns on the Additional Payment Payments for its sole benefit.

5. **Compliance with All Laws.** Developer shall comply, and shall inform its Agents that they must comply, at all times with any and all applicable municipal, county, state, federal or other statutes, laws (including common law), ordinances, codes, rules and regulations (collectively, "Laws"). Contract provisions that are required to be included in this Agreement by any such-Laws shall be deemed included. Laws shall include all Environmental Laws (as hereafter defined). As used in this Agreement, "Environmental Laws" shall mean any federal, state, or local law, statute, ordinance, code, rule, permit, plan, regulation, license, authorization, order, or injunction which pertains to health, safety, any Hazardous Substance (as defined in Section 13) or Other Regulated Material (as defined in Section 13), the environment (including, but not limited to, surface and below surface soil, soil gas, air, water, including groundwater), odor, or noise,

pollution, contamination, and underground or above-ground tanks, and shall include, without limitation, the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq.; Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; Hazardous Material Transportation Act, 49 U.S.C. § 1801 et seq.; Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq. (“CERCLA”), as amended by the Superfund Amendments and Reauthorization Act of 1986 (“SARA”); Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; Gasoline Storage Act, 430 ILCS 15/0.01 et seq.; Sewage and Waste Control Ordinance of the District; the Municipal Code of Chicago (“MCC”); National Pollutant Discharge Elimination System General Permit number ILR10 (“NPDES Permit”), and any other local, state, or federal environmental statutes, and all rules, regulations, orders, permits, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

6. **Plans and Permits.** Developer represents that it has constructed or caused to be constructed the Drainage Swale in accordance with the Plans and Approvals in **Exhibit D**, Sewer Permit No. 2204651, the NPDES Permit ILR10ZBHX, the Drainage Swale Construction Additional Technical Details in **Exhibit E**, and in compliance with all Laws. Prior to entering the Easement Area, Developer must secure, or cause its Agents to secure, at its sole cost and expense, all necessary permits and governmental approvals required to perform the Activity, and the City will cooperate with any reasonable request from Developer in connection therewith, with the reasonableness of such request determined by the City. Developer understands that this Agreement shall not act as a substitute for any such permits or approvals that may be required. Developer shall provide copies of all required permits and approvals to the City prior to entering the Easement Area.

7. **Indemnification.** Developer shall indemnify, defend (through an attorney reasonably acceptable to the City) and hold the City, its officers, officials, employees, agents and representatives (collectively, the “City Parties”), harmless from and against any and all actions, claims, suits, complaints, demands, legal or administrative proceedings, losses, damages, debts, liens, obligations, liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, interest, fines, penalties, costs and expenses (including, without limitation, attorneys’ fees, consultants’ fees and court costs) (collectively, “Claims”), of whatsoever kind and nature, including without limitation, Claims by any Agents of Developer, even if the claimants were to allege negligence on the part of any of the City Parties, any and all Claims arising under the Laws, including without limitation the Environmental Laws, made or asserted by any third parties, including government agencies, for injury, including personal injury or death of any person or persons, costs of investigating, removal, remediation, or restoration of property, and/or for loss or damage to any property or the environment, occurring in connection with, or in any way arising out of or incident to (a) any and all acts, alleged acts or omissions of Developer, its Agents or any other person entering the Easement Area and/or (b) any entry upon or use of the Easement Area or performance of the Activity by or on behalf of Developer, its Agents or any other person entering the Easement Area and/or (c) the failure of Developer or its Agents to pay contractors, subcontractors or material suppliers in connection with this Agreement. The indemnification

provided herein will be effective to the maximum extent permitted by Law and is not limited by any amount of insurance required under this Agreement.

In the event the City receives notice of a claim or initiation of any legal action against the City Parties that the City desires to be covered by this Section 7, City shall notify Developer and may, with such notice or thereafter, tender said defense to Developer. In the event of such tender, Developer shall appear in the City Parties' names and shall vigorously defend such action or claim at Developer's own expense. City shall cooperate with Developer in the defense thereof; provided however, that following tender of the defense, City shall have the right at its own cost to participate in the defense with Developer in any such legal action, and no settlement of any such claim or actions shall be entered into by Developer that would impose obligations on, or have an adverse effect on, the City Parties without the consent of City, which consent shall not be unreasonably withheld or denied.

Developer shall promptly provide, or cause to be provided, to the City of Chicago, Department of Law, at 121 N. LaSalle St., Room 600, Chicago, IL 60602, copies of such notices as Developer may receive of any Claims for which the City Parties are entitled to indemnification hereunder and to give the City Parties authority, information, and assistance for the defense of any such Claims.

This Section 7 shall survive the expiration or termination of this Agreement (regardless of the reason for such termination).

8. **Insurance.** Developer shall provide and maintain, and cause its Agents to procure and maintain, at Developer's own expense (or the expense of its Agents as applicable) the insurance coverages and requirements specified in Exhibit H attached hereto, insuring all operations related to the Activity, including, if performed pursuant to the terms of this Agreement, the operation and maintenance of the Drainage Swale. This Section 8 shall survive the expiration or termination of this Agreement (regardless of the reason for such termination).

9. **Reports.** Developer agrees to promptly deliver to the City copies of all final reports, surveys, field data, correspondence, analyses, and analytical results prepared by or for Developer regarding the condition of the Easement Area or the City Property (collectively, "Reports"). The City shall have the right to review in advance and approve, which approval will not be unreasonably withheld, delayed or denied, all Reports relating to the Easement Area or City Property, that will be submitted to any government entity, including, without limitation, the USEPA, DOL, District, Chicago Department of Buildings, Chicago Department of Public Health, IEPA, and any successor departments, including pursuant to IEPA's Site Remediation Program ("SRP"), as amended or supplemented from time to time, including, without limitation, the Comprehensive Site Investigation and Remediation Objectives Report, the Remedial Action Plan, and the Remedial Action Completion Report, and any changes thereto. Upon completion, Reports should be sent SOLELY IN ELECTRONIC FORM to AIS's Bureau of Environmental Health and Safety Management, or any successor bureau, division or department thereto ("EHS") at AIS_EHS_Notifications@cityofchicago.org.

Developer agrees to provide a reliance letter naming the City as authorized to rely on any such Reports generated by or for Developer in connection with the Activity, including the V3 ESAs, to the same extent that Developer can rely on such Reports and without imposing any cost, indemnification, or release obligation on the City.

Developer further agrees to promptly transmit to the City copies of any written communications, including electronic communications, received from any government entity with respect to the Activity, the Easement Area, the Developer Property or the City Property.

10. **Inspection and Work.** Developer agrees to carefully inspect, or cause its Agents to carefully inspect, the Easement Area prior to commencing any activities on the Easement Area to ensure that such activities will not damage the Easement Area or any surrounding property, structures, utility lines or subsurface lines or cables. Developer and its Agents shall take all reasonable precautions to ensure that the Activity will not pose a danger to the public or have a negative impact on the neighboring community, including, without limitation, such measures as required by Municipal Code of Chicago Sections 11-4-765 and 13-32-125 preventing any impact to the Chicago Sanitary and Ship Canal. Developer and its Agents shall perform and monitor the Activity to ensure it is conducted in a good and workmanlike manner with due care and diligence, and in accordance with all applicable Laws. Developer and its Agents shall keep the Easement Area and any adjoining property, sidewalks and streets free of debris and materials and generally in a clean and safe condition Developer and its Agents shall limit their activities to those reasonably necessary to perform the Activity. Developer shall not use the Easement Area in any manner that would (a) create excessive noise or disturb neighboring properties; (b) constitute a public or private nuisance; (c) damage the Easement Area or appurtenances thereto; (d) give rise to a claim of adverse possession or usage by any third party; or (e) cause a fire or safety hazard. Whenever AIS determines any type of operation constitutes a nuisance, Developer will immediately proceed to conduct its operations in an approved manner. The City reserves the right to inspect the Activity and the Easement Area. If Developer discovers any spill or release of Hazardous Substances or Other Regulated Material on the portion of the City Property that does not include the Easement Area, it shall (i) notify the City thereof and (ii) if Developer or its Agents caused such spill or release Developer shall remove or remediate such spill or release to the extent caused by Developer in a manner reasonably acceptable to the City and at Developer's sole expense.

11. **Health and Safety Procedures for Potentially Contaminated Properties.** Soil and/or groundwater is present at the Easement Area in concentrations that exceed one or more of the IEPA's Construction Worker, Residential and/or Commercial/Industrial Tiered Approach to Corrective Action Objectives ("TACO") Tier 1 objectives. Developer shall prepare a Health and Safety Plan consistent with NIOSH Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities, OSHA regulations (particularly in 29 CFR 1910 and 1926), state and local regulations, and other USEPA guidance, and implement appropriate health and safety procedures, including to protect its workers.

12. **Soil or Groundwater Disturbance.**

A. Soil and/or groundwater may be present at the Easement Area in concentrations that exceed one or more of the IEPA's Residential and/or Commercial/Industrial

TACO Tier 1 objectives (“Tier 1 SROs”). Urban fill is typically present throughout the entire City and therefore may be present at the Easement Area. Typical urban fill materials contain elevated concentrations of polynuclear aromatic hydrocarbons and metals and may include building demolition debris contaminated with lead and/or asbestos. Disturbance of the soil surface, below surface soil, and/or groundwater shall be permitted solely in accordance with the Drainage Swale Construction Additional Technical Details as shown in Exhibit E, and appropriate health and safety procedures shall be implemented. Neither Developer nor its Agents shall conduct any Activity on the Easement Area that may in any manner injure the health, safety and welfare of the public or the environment, interfere with City operations, or violates any Laws, including, without limitation, any Environmental Laws.

B. If any bore holes exceed 30 feet in depth, gas levels must be measured at the surface of the borehole using a 4-gas meter. If gas levels exceed the warning level (10-20% of LEL), all drilling and construction activities in the immediate vicinity of the borehole must be stopped. Once the gas meter levels indicate that the methane in the borehole has dissipated or is below the warning level (10-20% of LEL), the construction activities may continue. Any bore holes created as a part of the Activity must be monitored from time to time until it is backfilled.

13. **Hazardous Substances and Other Regulated Material; Spills.** Unless approved in writing in advance by EHS, Developer shall not release, use or store any Hazardous Substances (as hereafter defined) or Other Regulated Material (as hereafter defined) on or from the Easement Area, drainage basin/area towards the Bioswale and then Drainage Swale. At least five (5) days before entering the Easement Area, Developer shall provide to EHS a list of all liquids in an amount equal to or greater than two (2) gallons, Hazardous Substances and Other Regulated Material to be brought onto the Easement Area. EHS must approve such list before Developer may bring such materials to the Easement Area. Developer also shall provide EHS with a copy of the State of Illinois and/or local license for waste hauler(s). If Developer discovers any Hazardous Substances or Other Regulated Material on the Easement Area or if Developer causes a spill or release of a Hazardous Substance or Other Regulated Material during the Activity, then Developer shall immediately stop work and contact EHS’ Deputy Commissioner at 312-744-9139 and kimberly.worthington@cityofchicago.org, or such other City employee as may be identified in a notice from the City to Developer, and the applicable State of Illinois and federal agencies. Developer shall be responsible at its sole cost and expense for cleaning up the spill including but not limited to waste disposal and for all notifications and reporting requirements to any and all applicable government entities. As used in this Agreement, the term “Hazardous Substances” shall have the meaning set forth in 415 ILCS 5/3.215, as amended from time to time. As used in this Agreement, the term “Other Regulated Material” shall mean any contaminant; material meeting 35 Ill. Adm. Code Section 742.305; or any waste material such as but not limited to soils, liquids, construction debris, recyclables and buried concrete (“Waste”) or any other material, not otherwise specifically listed or designated as a Hazardous Substance, in either instance that (a) is or contains petroleum, including crude oil or any fraction thereof, motor fuel, jet fuel, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixtures of natural gas and such synthetic gas, asbestos, radon, any polychlorinated biphenyl, urea, formaldehyde foam insulation, explosive or radioactive material, materials known to contain per- and polyfluoroalkyl substances, i.e. PFAS, or (b) as determined by the City in its sole discretion is or could be a hazard to the environment or to the health or safety of persons and is included in a written notice provided to

the Developer,. Developer represents that in the construction of the Drainage Swale it complied with its stormwater pollution prevention plan, a copy of which is attached hereto as **Schedule 1 to Exhibit D**.

14. **Obligation to Remove Personal Property, Trash, Wastes and Debris.** Developer shall be responsible for any damage to the Easement Area or any surrounding property, structures, utility lines or subsurface lines or cables caused by the acts or omissions of Developer or its Agents, including but not limited to, vandalism or misuse of the Easement Area, and shall undertake any repairs necessitated by such acts or omissions. In the event this Agreement is terminated, Developer shall promptly remove all personal property (including materials, equipment, tools, vehicles and supplies) owned, rented or used by Developer or its Agents (collectively, "**Personal Property**"), trash, wastes, litter, junk, debris, or any other type of material that should be disposed of outside the Easement Area, placed on the Easement Area by or on behalf of Developer. Developer shall dispose of all trash, wastes and debris in accordance with all applicable Laws, including without limitation, all applicable Environmental Laws. Any Personal Property, trash, waste or debris left by Developer on or about the Easement Area after the termination of this Agreement shall be considered abandoned and may be disposed of in the City's sole discretion, at Developer's cost. Developer shall reimburse the City for all sums, including salaries of City employees, the City pays in connection with this **Section 14**. Such reimbursement shall occur within fifteen (15) days of such City payment, with interest accruing from the date of such City payment at the rate of twelve percent (12%) per annum.

15. **Underground Storage Tanks.** Developer shall remove, or use such other procedure as may be approved in writing by EHS in its sole discretion, any soil or soil gas not meeting the definitions stated in 35 Ill. Adm. Code Section 742.305 that is encountered during Developer's Work in the Easement Area. Developer shall promptly notify EHS of any Waste that it actually observes, and shall notify EHS as soon as practicable of any Waste that its Agents actually observe and for which the Agent(s) have informed Developer, on the City Property that is outside the Easement Area. Any underground storage tanks ("**USTs**") identified during the Activity must be removed and closed by Developer in accordance with applicable regulations including Title 41 of Ill. Adm. Code Part 175, and any identified leaking USTs must be properly addressed by Developer in accordance with 35 Ill. Adm. Code Part 734. If a UST is encountered, then Developer shall immediately stop work and contact EHS' Deputy Commissioner at 312-744-9139 and kimberly.worthington@cityofchicago.org, or such other City employee as may identified in a notice from the City to Developer, and the Chicago Department of Public Health, and all applicable State of Illinois and federal agencies.

16. **Disposal of Waste.** Developer shall be the Waste generator and responsible for any sampling and submittals required to obtain disposal approval for any Wastes generated by Developer in performing the Activity. Developer shall receive written authorization from EHS for the disposal facility prior to hauling Waste off the Easement Area, for which authorization will not be unreasonably withheld. Developer will provide a waste facility affidavit in the form attached as **Schedule 1 to Exhibit E** for each facility Developer proposes to accept the Waste (each, a "Disposal Facility"). Developer will provide EHS the permit, license or contractual agreement for each Disposal Facility.

Non-hazardous Waste will be disposed of at an approved Disposal Facility, and any Waste determined to be hazardous shall be disposed of at a proper accredited facility and in full accordance with all applicable Laws, including Environmental Laws

Developer and its Agents are responsible for selecting and utilizing only properly permitted and legally authorized Disposal Facilities and shall not be entitled to rely upon the City's approval of any of the Disposal Facilities. Only properly permitted Disposal Facilities shall be utilized for any and all disposal in accordance with all Environmental Laws. Developer shall make available to City upon written request all documentation on all Disposal Facilities possessed by Developer and shall provide City copies possessed by Developer of all change of status documents and any notice of violation(s) on any of the Disposal Facilities.

Developer shall prepare and submit to AIS for approval prior to starting the Activity a soil management plan documenting the procedures for the handling, on-Easement Area reuse, transport, storage and off-Easement Area disposal of soils excavated and liquids collected during the Activity as well as any engineering controls necessary to control dust and cross-contamination.

Developer must provide copies of all daily reports, transport/waste manifests, weight tickets, and disposal receipts (as applicable) to EHS or EHS's representative on a weekly basis documenting excavation locations and depths, and proper disposal of all materials removed from the Easement Area.

Developer must divert from landfills 100% of plant material waste for composting reuse.

17. **Soil Erosion and Sediment Control Plan.** Developer represents that during initial construction of the Drainage Swale, Developer adhered to the Soil Erosion and Sediment Control (SESC) Plan dated May 27, 2022, as revised on June 27, 2023, that it prepared to fulfill the requirements of the NPDES Permit. Developer shall promptly deliver to EHS copies of weekly and storm event inspection reports required by the NPDES Permit within three (3) business days of completion of each such reports.

18. **Obligation to Restore Easement Area.** If pursuant to Section 3, the City directs Developer to remove the Drainage Swale and restore the Easement Area, Developer shall remove the Drainage Swale, fill (using material that meets the standards set forth in **Exhibit E**) the area from which the Drainage Swale was removed, and grade the Easement Area. Developer shall comply with all requirements of **Section 14** in the restoration of the Easement Area.

19. **No Liens.** Developer shall not cause or permit any lien or encumbrance, whether created by act of Developer or its Agents, operation of law or otherwise, to attach to or be placed upon the City's title or interest in the Easement Area. In case of any such lien attaching, Developer shall immediately pay and remove such lien. If Developer fails to pay and remove any lien, the City, at the City's election, may, but is not obligated to, pay and satisfy same, and all sums so paid by the City shall be reimbursed by Developer within fifteen (15) days of such payment with interest from the date of payment at the rate of 12% per annum.

20. **Obligation to Supervise Developer Employees and Agents.** Developer will employ and allow its Agents to use only competent and efficient employees and independent

contractors (collectively, “Workers”), and whenever, in the opinion of the Commissioner of AIS (the “Commissioner”), any Worker is careless, incompetent, obstructs the progress of the Activity, acts contrary to instructions or conducts themselves improperly, Developer will, upon the written request of the Commissioner, remove the Worker from the Easement Area and will not allow such Worker to conduct any activity under this Agreement, except with the written consent of the Commissioner. Developer and its Agents will not permit any person to enter any part of the Easement Area while under the influence of intoxicating liquors or controlled substances. Developer will not permit obnoxious behavior, or the possession, sale, distribution or consumption of alcoholic beverages or illegal drugs anywhere on Easement Area. The Commissioner has authority to request the Developer to remove any Worker who proves to be incompetent or negligent in his/her duties.

21. **No Representations or Warranties; Release of City Parties.** The City makes no warranties or representations, express or implied, of any kind, as to the structural, physical or environmental condition of the Easement Area or the suitability of the Easement Area for any purpose whatsoever. Developer, on behalf of itself and its Agents, agrees to enter upon the Easement Area in the Easement Area’s “as is,” “where is” and “with all faults” condition and at Developer’s own risk. Developer, on behalf of itself and its Agents, acknowledges that it is relying solely upon its own inspection and other due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the City or any of the City Parties with respect thereto. Developer accepts the V3 ESAs as establishing the environmental condition of the Easement Area prior to the start of the Activity. Any soil disturbed by Developer in the performance of the Activity that contains an environmental condition not identified in the V3 ESAs shall solely be the responsibility of Developer to the extent the City could be held liable under Environmental Laws for cost recovery or other damages or costs relating to such disturbed soils. Developer, on behalf of itself and its Agents, hereby releases, relinquishes and forever discharges the City and all City Parties from and against any and all Claims that Developer or any of its Agents now have or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, based upon, arising out of or in any way connected with, directly or indirectly: (a) the structural, physical or environmental condition of the Easement Area, including, without limitation, the presence or suspected presence of Hazardous Substances or Other Regulated Material in, on, under or about the Easement Area, (b) the condition of title to the Easement Area, including, without limitation, any easements, encroachments, covenants, restrictions of record and not shown of record, and any other title defects; and (c) any entry upon or use of the Easement Area by or on behalf of Developer or its Agents.

22. **Default.** Developer shall be in default hereunder in the event of a material breach by Developer of any term or condition of this Agreement, including, but not limited to, a representation or warranty, where Developer has failed to cure such breach within sixty (60) days after written notice of breach is given to Developer by City setting forth the nature of such breach. Failure of City to give written notice of breach to Developer shall not be deemed to be a waiver of the City’s right to assert such breach at a later time. If the default is not reasonably capable of being cured within the sixty (60) day period, then provided Developer has commenced to cure the default and is diligently proceeding to cure the default within the sixty (60) day period, and thereafter diligently prosecutes such cure through to completion, then the sixty (60) day period

shall be extended for the length of time that is reasonably necessary to cure the default. If the default is not cured in the time period provided for herein, the City may institute such proceedings at law or in equity as may be necessary or desirable to cure and remedy the default, including but not limited to, termination of this Agreement and/or removal of the Drainage Swale and restoration of the Easement Area each at Developer's sole expense.

23. **Captions.** The section headings in this Agreement are inserted for convenience of reference only and shall not in any way affect the meaning or construction of the Agreement.

24. **Entire Agreement; Modification.** This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations and discussions. This Agreement may not be extended, modified or amended in any manner without the prior written consent of the Parties. No term of this Agreement may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the Party benefited by such term.

25. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original instrument and all of which together shall constitute one and the same instrument. A facsimile, electronic, or photocopy signature shall have the same legal effect as an original signature.

26. **No Other Rights.** This Agreement does not give Developer any other right with respect to the Easement Area, including, but not limited to, closure of streets, sidewalks or other public thoroughfares. Any rights not specifically granted to Developer by and through this Agreement are reserved exclusively to the City.

27. **City has No Maintenance and Operational Duties.** Developer acknowledges that the city is not responsible for the operation, maintenance, repair, replacement and/or removal of the Drainage Swale, and that the City has no obligations with respect thereto.

28. **Security; Full Liability.** Developer assumes all legal and financial responsibility and liability for any and all uses of the Easement Area by Developer, its Agents, and any other person or persons entering the Easement Area.

29. **Disclaimer.** Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the Parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

30. **Coordination and Oversight.** Developer acknowledges that the other City departments and agencies may require coordination with AIS, which coordination may be necessary due to existing facilities, operations or other particular circumstances. Developer acknowledges that any assistance or oversight provided by the City with respect to the Activity shall be provided at the City's sole and exclusive discretion and convenience. Any City department's or agency's receipt of a document for review or approval or the granting of such approval does not waive or modify Developer's obligations to comply with this Agreement.

31. **Time is of the Essence.** Time is of the essence for all of Developer's obligations and deadlines contained in this Agreement.

32. **Assignment.** Except as set forth in Section 44, this Agreement may not be assigned by Developer.

33. **Exhibits and Schedules.** All exhibits and schedules referred to herein and attached hereto shall be deemed part of the Agreement.

34. **Notices.** Unless otherwise specified in this Agreement, any notice, request, demand or communication required or permitted to be given hereunder shall be sent in writing to the addresses set forth below by any of the following means: (a) personal service; (b) electronic mail; (c) overnight courier with electronic tracking; or (d) registered or certified U.S. Mail, postage prepaid, return receipt requested:

If to the City: City of Chicago
Department of Assets, Information & Services
Bureau of Asset Management
Office of Real Estate Management
2 North LaSalle Street, Suite 200
Chicago, Illinois 60602

and

City of Chicago
Department of Assets, Information & Services
Bureau of Environmental, Health and
Safety Management
2 North LaSalle Street, Suite 200
Chicago, Illinois 60602

With a copy to: City of Chicago
Department of Law
121 N. LaSalle Street, Room 600
Chicago, Illinois 60602
Attn: Real Estate & Land Use Division

If to Developer: 3305 Lawndale Dev, LLC
111 South Wacker Drive, Suite 3000
Chicago, Illinois
Attn: Anne R. Garr

With a copy to: Akerman LLP
71 S. Wacker Drive, 47th Floor

Chicago, Illinois 60606
Attn: Meg George

Any notice, request, demand or communication given pursuant to either clause (a) or clause (b) hereof shall be deemed received upon such personal service or upon confirmed transmission by email, respectively, provided that such email transmission is confirmed as having occurred prior to 5:00 p.m. on a "business day." For purposes of this Agreement, "business days" means Monday through Friday, not including any official City holiday, of any calendar week. If such transmission occurred after 5:00 p.m. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, request, demand or communication given pursuant to clause (c) shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, request, demand or communication sent pursuant to clause (d) shall be deemed received three (3) business days after mailing. The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, requests, demands or communications shall be given. The refusal to accept delivery by any Party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 37 shall constitute delivery.

35. **Non-Discrimination.** Developer shall not discriminate against any person in connection with its use of the Easement Area based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, MCC, Chapter 2-160, Section 2-160-010 et seq.

36. **Date for Performance.** If the final date of any time period set forth herein falls on a Saturday, Sunday or legal holiday under the laws of the City, State of Illinois or the United States of America, then such time period shall be automatically extended to the next business day.

37. **Severability.** If any provision of this Agreement is deemed to be unenforceable by any court of competent jurisdiction, it shall not affect the enforceability of any other provision.

38. **Governing Law; Consent to Jurisdiction.** This Agreement shall be governed and construed in accordance with the laws of the State of Illinois without reference to its conflicts of laws principles. Developer waives any objection to the venue of any action filed in any court situated in the jurisdiction in which the Easement Area is located.

39. **Developer's Authority.** The undersigned, personally and on behalf of the Developer represents, warrants and covenants that it is duly organized, validly existing and qualified to do business in Illinois; that it has the right, power and authority to execute and deliver this Agreement and to perform its obligations hereunder; that the person signing this Agreement on behalf of Developer has the authority to do so; and that this Agreement shall be binding upon and enforceable against Developer in accordance with its terms.

40. **City's Authority.** The City has executed this Agreement pursuant to ordinance passed by the City Council of the City on _____, 2023, and published in the Journal of the Proceedings of the City Council for such date at pages _____ through _____.

41. **No Waiver.** No waiver by the City with respect to any specific default by Developer shall be deemed to be a waiver of the rights of the City with respect to any other defaults of Developer, nor shall any forbearance by the City to seek a remedy for any breach or default be deemed a waiver of its rights and remedies with respect to such breach or default, nor shall the City be deemed to have waived any of its rights and remedies unless such waiver is in writing.

42. **Primacy of Agreement over Plans.** In the event of a conflict between (a) the terms of this Agreement and (b) the Plans and Approvals or the Drainage Swale Construction Additional Technical Details set forth in **Exhibit D** and **Exhibit E**, respectively, or any supplement or change to those exhibits, the terms of this Agreement shall control.

43. **Recording.** Developer shall record this Agreement and the plat of easement at its expense.

44. **Agreement Runs with the Land. Successors.** The terms of this Agreement shall run with the land and shall burden the City Property for the benefit of the Developer Property. Any successor in ownership of the City Property or the Developer Property shall automatically assume the rights and obligations of the City or the Developer, respectively.

(Signature Page Follows)

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

CITY:

CITY OF CHICAGO,
an Illinois municipal corporation and home rule unit of government

By: _____
Commissioner
Department of Assets, Information & Services

DEVELOPER:

3305 Lawndale Dev, LLC,
a Delaware limited liability company

By: _____
Print Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF DEVELOPER PROPERTY

THAT PART OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 SOUTH OF THE SOUTH LINE OF THE RIGHT OF WAY OF CHICAGO MADISON AND NORTHERN RAILROAD AND NORTH OF THE NORTH ORDINANCE LINE OF SANITARY DISTRICT OF CHICAGO AND EAST OF THE EAST LINE OF THE RIGHT OF WAY OF THE CHICAGO GRAND TRUNK RAILROAD IN SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 3305 S. LAWNSDALE AVENUE
CHICAGO, IL 60623

PIN: 16-35-204-001-0000

EXHIBIT B

LEGAL DESCRIPTION OF CITY PROPERTY

LOT 29 IN SANITARY DISTRICT'S TRUSTEES SUBDIVISION IN SECTION 35
TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN
COOK COUNTY, ILLINOIS.

ADDRESS: 3300 S. KEDZIE AVENUE
CHICAGO, IL 60623

PIN: part of 16-35-204-007-0000

EXHIBIT C-1

LEGAL DESCRIPTION OF EASEMENT AREA

THAT PART OF LOT 29 IN SANITARY DISTRICT TRUSTEES SUBDIVISION OF RIGHT OF WAY FROM THE NORTH AND SOUTH CENTERLINE OF SECTION 30, TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN TO THE WEST LINE OF SECTION 7, TOWNSHIP 38 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 1908 AS DOCUMENT 4180216, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 29; THENCE NORTH 66 DEGREES 50 MINUTES 21 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT, 251.31 FEET; THENCE SOUTH 23 DEGREES 09 MINUTES 39 SECONDS EAST, 30.00 FEET; THENCE SOUTH 61 DEGREES 57 MINUTES 42 SECONDS WEST, 212.01 FEET TO A POINT ON A LINE 54.94 FEET EAST OF THE WEST LINE OF SAID LOT 29, SAID LINE ALSO BEING 90.00 FEET EAST OF A WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35; THENCE SOUTH 01 DEGREES 32 MINUTES 47 SECONDS EAST, ALONG SAID PARALLEL LINE, 19.03 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35, SAID POINT ALSO BEING ON A LINE 68.17 FEET EAST OF A WEST LINE OF SAID LOT 29, SAID LINE ALSO BEING 90.00 FEET EAST OF THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE SOUTH 01 DEGREES 33 MINUTES 32 SECONDS EAST, ALONG SAID PARALLEL LINE, 138.92 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 39 SECONDS EAST, 14.00 FEET TO A POINT ON A LINE 82.17 FEET EAST OF A WEST LINE OF SAID LOT 29, SAID LINE ALSO BEING 104.00 FEET EAST OF THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE SOUTH 01 DEGREES 33 MINUTES 32 SECONDS EAST, ALONG SAID PARALLEL LINE, 87.72 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 29; THENCE SOUTH 66 DEGREES 50 MINUTES 21 SECONDS WEST, ALONG SAID SOUTH LINE, 88.38 FEET TO A POINT ON A WEST LINE OF SAID LOT 29, SAID LINE ALSO BEING 21.10 FEET EAST OF THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE NORTH 01 DEGREES 33 MINUTES 32 SECONDS WEST, ALONG SAID LINE, 259.02 FEET TO A CORNER OF SAID LOT 29, SAID CORNER ALSO BEING ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE NORTH 88 DEGREES 20 MINUTES 15 SECONDS EAST, ALONG SAID LINE, 13.23 FEET TO A POINT ON A WEST LINE OF SAID LOT 29, SAID LINE ALSO BEING 35.06 FEET EAST OF THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35; THENCE NORTH 01 DEGREES 32 MINUTES 47 SECONDS WEST, ALONG SAID LINE, 49.03 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

CONTAINING 29,081 SQUARE FEET OR 0.668 ACRES, MORE OR LESS.

EXHIBIT C-2

PLAT OF EASEMENT

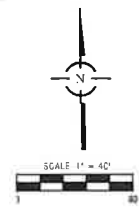
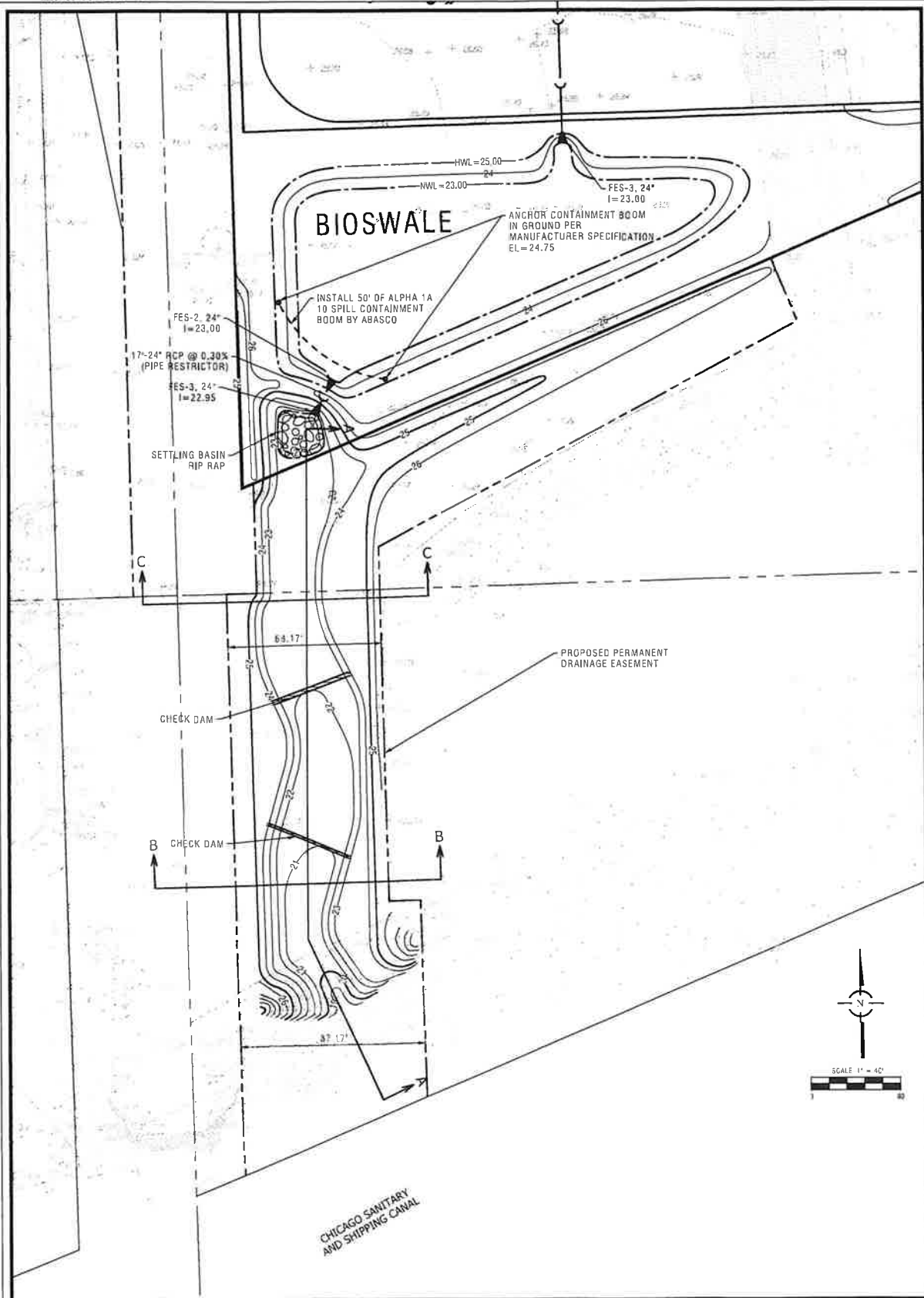
[Attached]

EXHIBIT D

PLANS AND APPROVALS

[ATTACHED]

EXHIBIT D

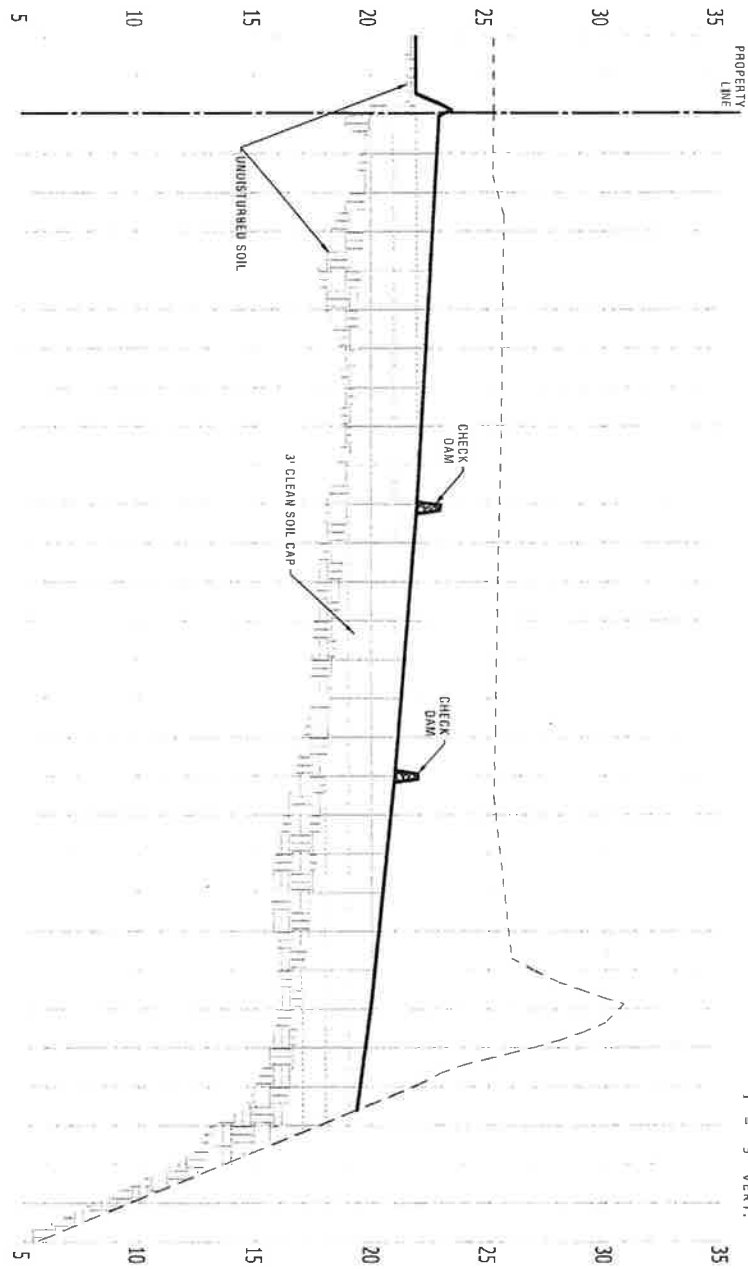


CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

9575 W. Higgins Road, Suite 700,
 Rosemont, Illinois 60018
 Phone: (847) 696-4060 Fax: (847) 696-4065

STORMWATER OVERFLOW EXHIBIT
EXCHANGE 55
TRAILER/EMPLOYEE PARKING
CHICAGO, ILLINOIS

DATE: 02/02/2022 rev. 06/22/2023 FILENAME: WBT_457.DWG JOB NO: 9487.04



PROFILE A-A

SCALE
1" = 30' HORIZ.
1" = 5' VERT.

07/21/2023 5:09:18 PM

LEGEND
 - - - - - EXISTING PROFILE
 _____ PROPOSED PROFILE



CONSULTING ENGINEERS
 SITE DEVELOPMENT ENGINEERS
 LAND SURVEYORS

9575 W. Higgins Road, Suite 700,
 Rosemont, Illinois 60018
 Phone: (847) 696-4060 Fax: (847) 696-4065

DATE: 02/02/2022 rev. 07/21/2023 FILENAME: 042870487_S0106 JOB NO: 9487.04

**STORMWATER OVERFLOW EXHIBIT
 PROFILE
 EXCHANGE 55
 TRAILER/EMPLOYEE PARKING
 CHICAGO, ILLINOIS**

SCHEDULE 1 TO EXHIBIT D (PLANS AND APPROVALS)

STORMWATER POLLUTION PREVENTION PLAN

[Attached]



DEPARTMENT OF BUILDINGS
CITY OF CHICAGO

DATE: 6/22/2022
TO: Patrick Maloney, PE, Assistant Chief Engineer
FROM: Andrew Billing, PE, Lead Stormwater Reviewer *cegb*
SUBJECT: Approval of Design Plans, dated: 5/27/2022

Project Name: **Proposed Truck Parking Lot**
Project Address: **3307 S Lawndale Ave**
DOB Permit Number: **100965493**
Designer/Developer: **Spaceco**

- Plan Approval.** The following size(s) of drain connection(s) to the main sewer(s) is/are acceptable for the subject property. Please check the plans for other permit requirements inside private property including covenants for joint maintenance.
- Conditional Plan Approval.** The following size(s) of drain connection(s) to the main sewer(s) is/are acceptable for the subject property. However, the attached comments/mark-ups as noted **must** be incorporated into the final plans. Please verify that the plans have been revised as noted and check other permit requirements inside private property including covenants for joint maintenance.

Connection size and location:

8" diameter combined connection to 84" city sewer in Lawndale Ave.
24" diameter storm connection to drainage swale to Chicago Sanitary and Ship Canal

Restrictor size and catch basin number and location:

5.76" plate restrictor in CB-1; 12.0" plate restrictor in CB-100; 24" culvert at drainage swale

Rate Control BMPs:

North: 60,204 cubic feet is provided in a Stormtrap vault. 57,052 cubic feet is required.
South: 84,914 cubic feet is provided in a Stormtrap vault. 6,389 cubic feet is provided in storm sewer. 3,545 cubic feet is provided in stone void storage in stone infiltration strips. A total of 94,848 cubic feet is provided. 94,176 cubic feet is required.
South Triangle: 24,918 cubic feet is provided in a wetland basin. 19,614 cubic feet is required.

Volume Control BMPs:

North: 15% impervious area reduction is met with 134,677 landscape area.
South: 19,465 cubic feet is provided in stone infiltration strips. 642 cubic feet is provided in bioinfiltration system. A total of 20,107 cubic feet is provided. 19,465 cubic feet is required.

Plan modifications described below (or shown on attached sheets) are required on the following sheet numbers:

Sheet(s) _____

Notes: _____

Stormwater Management Plan Review Fees:

The following stormwater review fee has been paid prior to this stormwater approval. (See Stormwater Ordinance, Article 11-18-080, for review fees.)

- \$1,000.00 for regulated developments < 50,000 sq. ft.
- \$3,000.00 for regulated developments >= 50,000 sq. ft.
- \$1,500.00 for a variance request < 50,000 sq. ft.
- \$4,500.00 for a variance request >= 50,000 sq. ft.
- \$350.00 for a plan amendment submitted within one year of plan approval
- \$500.00 for a plan amendment submitted over one year after plan approval
- No Fee Required, reason:

Departmental requirements are subject to change. This record of approval is **valid for one year** from the date of issue indicated above. It is the designer's/developer's responsibility to field check the size, location, and invert elevation of existing sewers and other city-owned or private utilities prior to the start of construction.

Please be advised: this document is a stormwater design approval; **this is not a permit** to perform the work shown on the plans. The contractor must obtain all required permits prior to beginning construction including, but not limited to, the sewer permit, street opening permit, driveway permit, etc.

Originated by: **Benjamin Stammers, PE, V3 Companies, Stormwater Consultant**
cc-Designer: **Peter Bator, PE, Spaceco**

PD Approval

1. SOIL PROTECTION CHART
 This chart is used to determine the appropriate soil protection measures for a given site based on the type of facility and the potential for soil erosion and sedimentation. The chart is organized into columns representing different types of facilities and rows representing different levels of potential for soil erosion and sedimentation. The appropriate soil protection measures are indicated by the letters A, B, C, and D.

FACILITY TYPE	POTENTIAL FOR SOIL EROSION AND SEDIMENTATION			
	LOW	MEDIUM	HIGH	VERY HIGH
RESIDENTIAL	A	B	C	D
COMMERCIAL	A	B	C	D
INDUSTRIAL	A	B	C	D
CONSTRUCTION	A	B	C	D

2. SOIL PROTECTION MEASURES
 The following table provides details on the soil protection measures indicated by the letters A, B, C, and D in the Soil Protection Chart.

MEASURE	DESCRIPTION
A	Best Management Practices (BMPs)
B	Stabilized Construction Erosion Control Plan (SCECP)
C	Stabilized Construction Erosion Control Plan (SCECP) with additional measures
D	Stabilized Construction Erosion Control Plan (SCECP) with additional measures and additional measures

3. STABILIZED CONSTRUCTION EROSION CONTROL PLAN (SCECP)
 The SCECP is a plan that provides details on the soil protection measures to be used during construction. It includes information on the site, the construction activities, the soil protection measures, and the schedule for implementation. The SCECP must be approved by the local government before construction begins.

4. SOIL EROSION CONTROL MEASURES
 The following table provides details on the soil erosion control measures indicated by the letters A, B, C, and D in the Soil Protection Chart.

MEASURE	DESCRIPTION
A	Best Management Practices (BMPs)
B	Stabilized Construction Erosion Control Plan (SCECP)
C	Stabilized Construction Erosion Control Plan (SCECP) with additional measures
D	Stabilized Construction Erosion Control Plan (SCECP) with additional measures and additional measures

5. SOIL EROSION CONTROL MEASURES (continued)
 This section provides additional information on the soil erosion control measures indicated by the letters A, B, C, and D in the Soil Protection Chart.

6. SOIL EROSION CONTROL MEASURES (continued)
 This section provides additional information on the soil erosion control measures indicated by the letters A, B, C, and D in the Soil Protection Chart.

7. SOIL EROSION CONTROL MEASURES (continued)
 This section provides additional information on the soil erosion control measures indicated by the letters A, B, C, and D in the Soil Protection Chart.

8. SOIL EROSION CONTROL MEASURES (continued)
 This section provides additional information on the soil erosion control measures indicated by the letters A, B, C, and D in the Soil Protection Chart.

9. SOIL EROSION CONTROL MEASURES (continued)
 This section provides additional information on the soil erosion control measures indicated by the letters A, B, C, and D in the Soil Protection Chart.

10. SOIL EROSION CONTROL MEASURES (continued)
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11. SOIL EROSION CONTROL MEASURES (continued)
 This section provides additional information on the soil erosion control measures indicated by the letters A, B, C, and D in the Soil Protection Chart.

12. SOIL EROSION CONTROL MEASURES (continued)
 This section provides additional information on the soil erosion control measures indicated by the letters A, B, C, and D in the Soil Protection Chart.

13. SOIL EROSION CONTROL MEASURES (continued)
 This section provides additional information on the soil erosion control measures indicated by the letters A, B, C, and D in the Soil Protection Chart.

14. SOIL EROSION CONTROL MEASURES (continued)
 This section provides additional information on the soil erosion control measures indicated by the letters A, B, C, and D in the Soil Protection Chart.

15. SOIL EROSION CONTROL MEASURES (continued)
 This section provides additional information on the soil erosion control measures indicated by the letters A, B, C, and D in the Soil Protection Chart.

16. SOIL EROSION CONTROL MEASURES (continued)
 This section provides additional information on the soil erosion control measures indicated by the letters A, B, C, and D in the Soil Protection Chart.

17. SOIL EROSION CONTROL MEASURES (continued)
 This section provides additional information on the soil erosion control measures indicated by the letters A, B, C, and D in the Soil Protection Chart.

18. SOIL EROSION CONTROL MEASURES (continued)
 This section provides additional information on the soil erosion control measures indicated by the letters A, B, C, and D in the Soil Protection Chart.

19. SOIL EROSION CONTROL MEASURES (continued)
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20. SOIL EROSION CONTROL MEASURES (continued)
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21. SOIL EROSION CONTROL MEASURES (continued)
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22. SOIL EROSION CONTROL MEASURES (continued)
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23. SOIL EROSION CONTROL MEASURES (continued)
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24. SOIL EROSION CONTROL MEASURES (continued)
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25. SOIL EROSION CONTROL MEASURES (continued)
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26. SOIL EROSION CONTROL MEASURES (continued)
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27. SOIL EROSION CONTROL MEASURES (continued)
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28. SOIL EROSION CONTROL MEASURES (continued)
 This section provides additional information on the soil erosion control measures indicated by the letters A, B, C, and D in the Soil Protection Chart.

29. SOIL EROSION CONTROL MEASURES (continued)
 This section provides additional information on the soil erosion control measures indicated by the letters A, B, C, and D in the Soil Protection Chart.

Cornerstone
 CONSULTANTS

STABILIZED CONSTRUCTION EROSION CONTROL PLAN

DATE: 11/15/2011
 PROJECT: LAWDALE PARKING
 CLIENT: LAWDALE PARKING

SCALE: AS SHOWN

NO. 9487.04

DATE: 11/15/2011



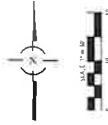
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LAWDALE PARKING
 3307 S. LAWDALE AVENUE
 CHICAGO, ILLINOIS

SOIL EROSION AND
 SEDIMENT CONTROL - 1

DATE: 07-31-22
 SHEET NO.: 9,487,04
 PROJECT NO.: C601

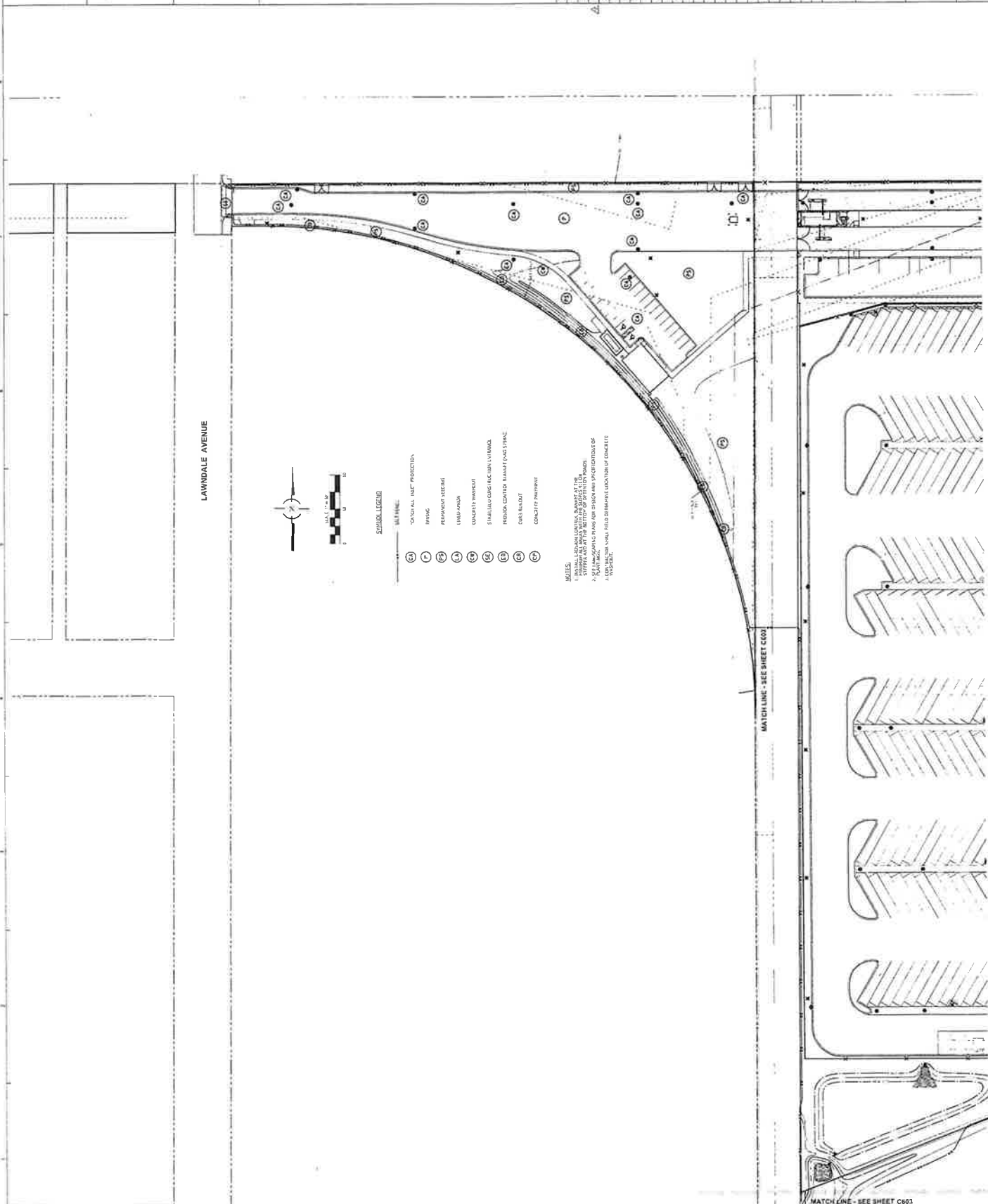
LAWDALE AVENUE



EXPLANATION

- (A) ORIGINAL "IN-SITU" PROTECTION
- (B) PAVING
- (C) PERMANENT STEERING
- (D) URGRASS
- (E) CONCRETE FINISH
- (F) STABILIZED GRAVEL/INERTIAL MIXTURE
- (G) PERVIOUS CONCRETE
- (H) CURB
- (I) CONCRETE FINISH

NOTES:
 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CHICAGO BUILDING CODE AND ALL APPLICABLE ORDINANCES.
 2. SEE SHEET C601 FOR THE REMAINING PORTION OF THE PROJECT.
 3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CHICAGO BUILDING CODE AND ALL APPLICABLE ORDINANCES.
 4. SEE SHEET C601 FOR THE REMAINING PORTION OF THE PROJECT.



MATCH LINE - SEE SHEET C601

MATCH LINE - SEE SHEET C601



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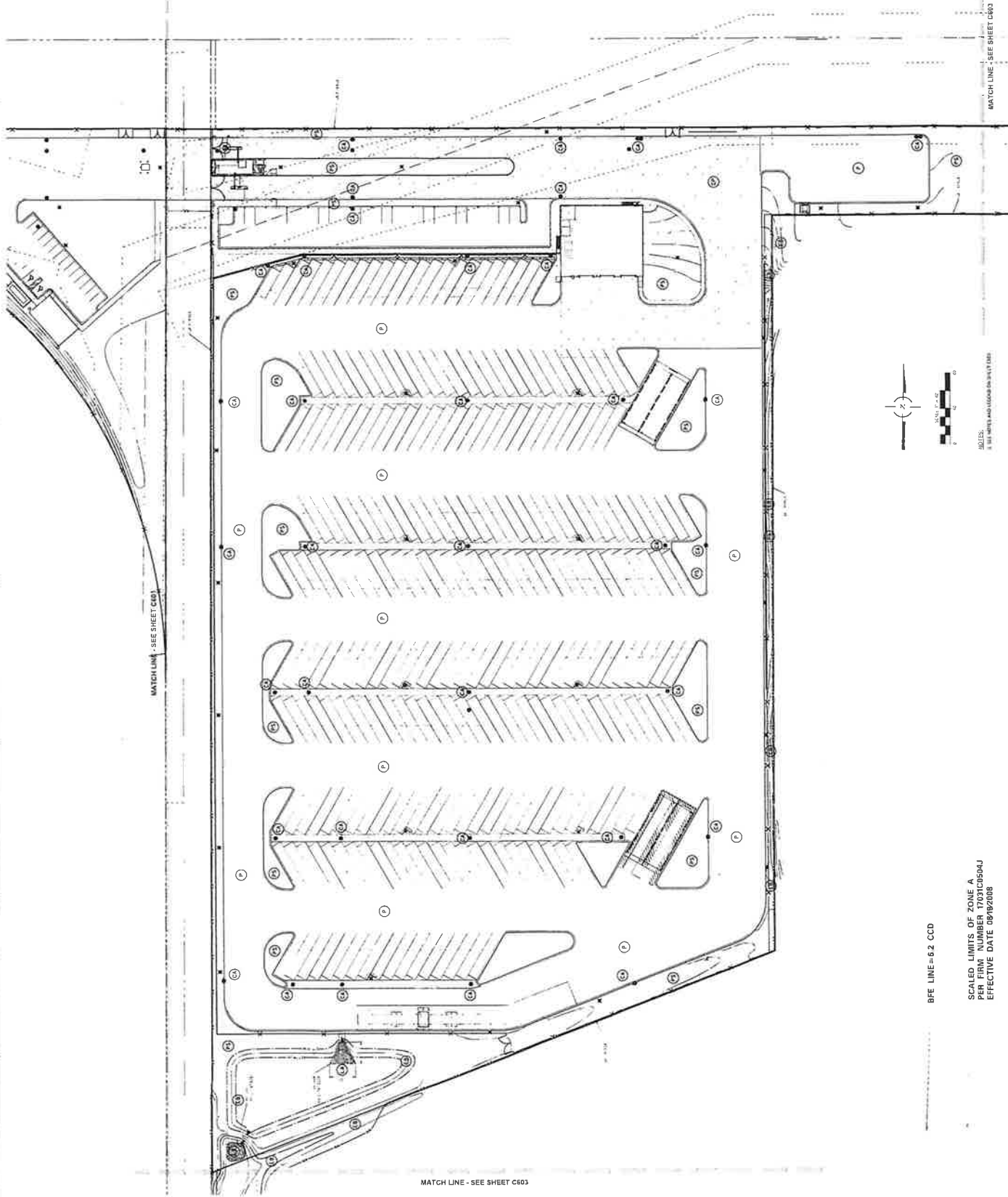
CONTRACT NO.
LAWDALE PARKING
 3307 S. LAWDALE AVENUE
 CHICAGO, ILLINOIS

SOIL EROSION AND
 SEDIMENT CONTROL - 2

DATE: 01-31-22

PROJECT NO.
9487.04

SHEET NO.
C602



MATCH LINE - SEE SHEET C601

MATCH LINE - SEE SHEET C603

BFE LINE = 6.2 CCD

SCALED LIMITS OF ZONE A
 NUMBER C60504
 EFFECTIVE DATE 08/02/08

NOTES:
 1. SEE SHEET AND LEGEND FOR PLAT DATA



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PROJECT #1
 SHEET #43
 9487.04
 C603

LAWDALE PARKING
 3307 S. LAWDALE AVENUE
 CHICAGO, ILLINOIS

SOIL EROSION AND
 SEDIMENT CONTROL - 3

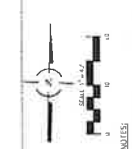
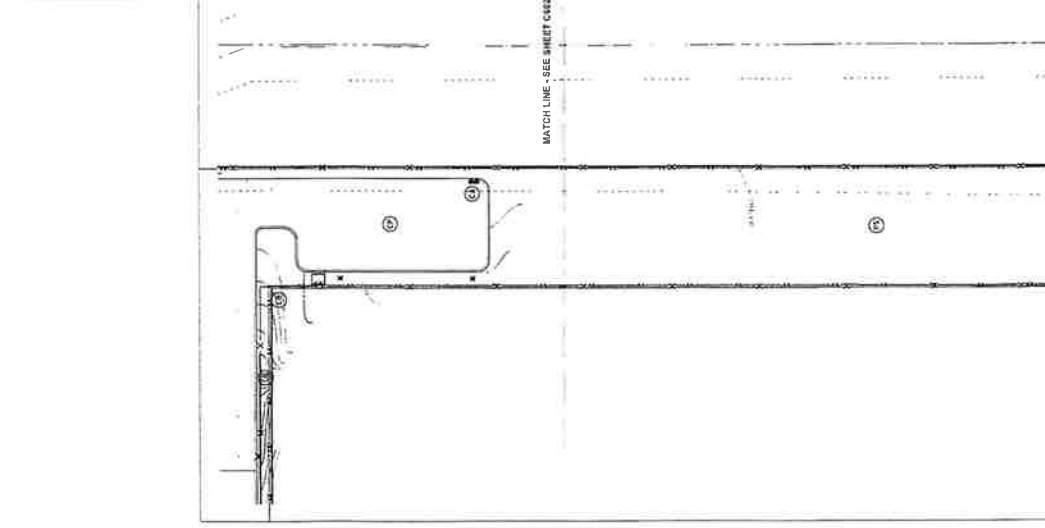
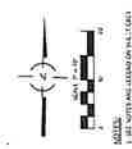
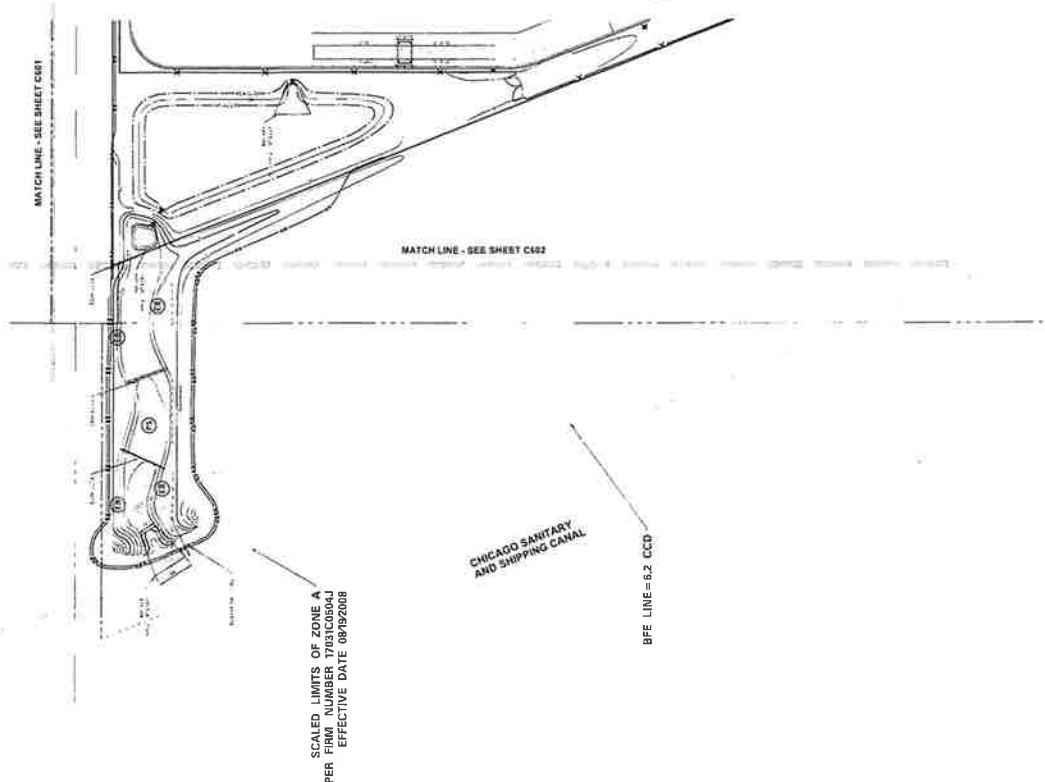


EXHIBIT E

DRAINAGE SWALE CONSTRUCTION ADDITIONAL TECHNICAL DETAILS

1. Construction Plans. Developer shall provide detailed construction drawings, including a cut and fill, that incorporate an engineered barrier for the Drainage Swale.

2. Engineered Barrier. The engineered barrier must consist of at least eighteen inches of soil, meeting the requirements set forth below, on top of a geotextile fabric or three (3) feet of imported material. The fabric must be pre-approved by AIS. The geotextile fabric shall be a nonwoven, needle-punched, polypropylene geotextile with a minimum grab tensile strength of 200 lbs. The 18" of imported material will be placed on the existing subgrade and spread evenly. Developer shall verify the thickness of the cover at random points both during and after placement of the soil. Developer shall also monitor placement of the imported material and conduct basic quality control checks for the presence of unusual odors or suspect debris/materials.

3. Imported Material. All imported material must meet the below requirements:
 - a. Not later than one (1) week prior to Developer's proposed date for hauling material to the Easement Area, Developer must notify AIS in writing of such proposed hauling. Prior to importing any materials to the Easement Area, Developer must obtain written approval from AIS or AIS's representative, which will not be unreasonably withheld.

 - b. Developer must maintain records of where the imported materials were obtained and where they were placed on the Easement Area.

 - c. Any backfill material brought on to the Easement Area by Developer or its Agents must be either (a) certified virgin stone or (b) tested for Target Compound List parameters (35 Ill. Adm. Code Part 740, Appendix A) and meet the most stringent objects for residential land use included in 35 Ill. Adm. Code Part 742, Appendix B, Table A.

 - d. Quarry generated virgin source materials do not need to be tested, but Developer must provide certification from the source (quarry) to AIS or AIS's representative prior to importing the material to the Easement Area.

 - e. Tested material shall be verified by providing results from a laboratory accredited by the IEPA's Environmental Laboratory Accreditation Program. The date of the analysis shall be within ninety (90) days of importing such material to the Easement Area, unless otherwise approved by AIS. Prior to importing, non-virgin source materials shall be sampled at a frequency of one (1) sample per 500 cubic yards per source, unless otherwise approved by AIS. Based on the results, AIS may require that samples be analyzed for synthetic precipitation leaching procedure (SPLP) for target analyte list (TAL) metals to show compliance with Tier 1 SROs.

f. On a weekly basis, Developer must provide to AIS or its representative a log of all materials imported to the Easement Area, including copies of all daily reports, transport manifests, and weight tickets or receipts (as applicable), documenting all materials imported to the Easement Area and detailing where they were specifically placed.

g. No biosolids or biosolids-based products from the Metropolitan Water Reclamation District or any other source may be imported to the Easement Area for any purpose.

**SCHEDULE 1 TO EXHIBIT E (DRAINAGE SWALE CONSTRUCTION
ADDITIONAL TECHNICAL DETAILS)**

**Contractor's Affidavit Regarding
Removal of All Waste Materials and Identification of all Disposal Facilities**

PROJECT: 3307 S Lawndale

PERSON COMPLETING THIS FORM: _____ PHONE NUMBER: _____

Provide the requested information for each facility Contractor proposes to accept the waste materials generated during the above-named project. This includes fill locations, landfills, recycling facilities, composting facilities, and any other disposal facility. Attach copied pages as needed. The Facility ID number is issued on the permit by the EPA, USEPA, or other state licensing agencies for any facility outside Illinois. These waste facilities must meet all zoning and other requirements.

TYPE OF MATERIALS TO BE REMOVED:
FACILITY LEGAL NAME:
FACILITY ADDRESS:
FACILITY CONTACT & PHONE:
FACILITY PERMIT ID NUMBER: PERMIT/LICENSE IS ATTACHED: YES <input type="checkbox"/> NO <input type="checkbox"/>

TYPE OF MATERIALS TO BE REMOVED:
FACILITY LEGAL NAME:
FACILITY ADDRESS:
FACILITY CONTACT & PHONE:
FACILITY PERMIT ID NUMBER: PERMIT/LICENSE IS ATTACHED: YES <input type="checkbox"/> NO <input type="checkbox"/>

TYPE OF MATERIALS TO BE REMOVED:
FACILITY LEGAL NAME:
FACILITY ADDRESS:
FACILITY CONTACT & PHONE:
FACILITY PERMIT ID NUMBER: PERMIT/LICENSE IS ATTACHED: YES <input type="checkbox"/> NO <input type="checkbox"/>