

4/10/2013

24-R-13

A RESOLUTION

**Authorizing the City Manager to Execute an Easement Agreement
with Metropolitan Water Reclamation District of Greater Chicago**

WHEREAS, the City intends to relocate a bicycle path in conjunction with the Bridge Street Bridge renovation and widening project (hereinafter, "Project");

WHEREAS, a portion of the bike path for the Project will be located on the North Shore Channel Parcel owned by the Metropolitan Water Reclamation District of Greater Chicago ("MWRD") as shown in the Easement Agreement attached hereto as Exhibit 1 and incorporated herein by reference; and

WHEREAS, the City and MWRD seek to enter into an easement agreement providing for said encroachment of the bicycle path and Bridge Street Bridge for the Project on MWRD property,

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, THAT:**

SECTION 1: The City Manager is hereby authorized and directed to sign, and the City Clerk hereby authorized and directed to attest, on behalf of the City, the Easement Agreement set forth in Exhibit 1, by and between the City of Evanston and MWRD for a twenty-five (25) year term and for a one-time payment of Ten and no/100 Dollars (\$10.00) for the entire term.

SECTION 2: The City Manager is hereby authorized and directed to negotiate any additional conditions or terms of the Agreement as may be determined to be in the best interest of the City.

SECTION 3: This resolution shall be in full force and effect from and after the date of its passage and approval in the manner provided by law.


Elizabeth B. Tisdahl, Mayor

Attest:


Rodney Greene, City Clerk

Adopted: April 22, 2013

EXHIBIT 1

**Easement Agreement between the City and Metropolitan Water Reclamation
District of Greater Chicago**

EASEMENT AGREEMENT
(Annual Increase-Environmental)

THIS AGREEMENT, made and entered into this 21st day of March, 2013, by and between the METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a body corporate and politic organized and existing under the laws of the State of Illinois, hereinafter called the "District" and THE CITY OF EVANSTON, hereinafter called the "Grantee."

WHEREAS, the Grantee desires a 25-year non-exclusive easement to construct, reconstruct, operate, maintain, repair and remove a bicycle path as part of the Bridge Street Bridge rehabilitation and widening project located on a total area of 4,340+/- sq. ft. section of District real estate as follows: a 3,455+/- sq. ft area located on a portion of North Shore Channel Parcel 3.07 and an 885+/- sq. ft. portion of property along the south side of Bridge Street spanning the North Shore Channel and legally described and depicted in Exhibit A which is attached hereto and made a part hereof;

WHEREAS, North Shore Channel Parcel 3.07 is under lease to the Over the Rainbow Association under that certain lease dated March 28, 1951 for a 99-year term that commenced April 1, 1951 and expires March 31, 2050 on 2 acres of District real estate located east of the North Shore Channel and south of Bridge Street in Evanston, Illinois;

WHEREAS, this easement is subject to the consent of the Over the Rainbow Association;

WHEREAS, the District is willing to grant to the Grantee the easement aforesaid upon the conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the representations, covenants, conditions, undertakings, and agreements herein made, the parties hereto agree as follows:

ARTICLE ONE

1.01 The District hereby grants unto the Grantee a non-exclusive easement, right, privilege and authority for 25-years commencing on April 1, 2013, and terminating on March 31, 2038, for the sole and exclusive purpose to construct, reconstruct, operate, maintain, repair and remove a bicycle path and other bridge improvements and appurtenances related thereto, hereinafter for convenience sometimes called "Improvements and Facilities", the real estate legally described and depicted in Exhibit A which is attached hereto and made a part hereof, hereinafter called the "Easement Premises".

1.02 The District reserves the right of access to and use of the surface of the easement premises.

1.03 The Grantee covenants and agrees in consideration of the grant of said easement to pay to the District an easement fee in the amount of TEN AND NO/100 DOLLARS (\$10.00) which is payable contemporaneously with Grantee's execution and delivery hereof. This amount represents the easement fee for the entire easement term.

1.04 In addition to the aforesaid, the Grantee shall also pay, when due, all real estate taxes and assessments that may be levied, charged or imposed upon or against the Easement Premises described in Exhibit A and submit to the District evidence of such payment within 30 days thereafter.

1.05 In addition to the aforesaid, the Grantee shall also pay, when due, all real estate taxes and assessments that may be levied, charged or imposed upon or against the Easement Premises described in Exhibit A and submit to the District evidence of such payment within 30 days thereafter.

ARTICLE TWO

2.01 The construction and installation of the Improvements and Facilities of the Grantee on the Easement Premises shall be in accordance with plans and specifications therefor prepared at Grantee's expense and supplied to the District by the Grantee. No work shall commence until said plans and specifications have been approved in writing by the Executive Director of the District.

2.02 The construction and installation of the Improvements and Facilities by the Grantee on the Easement Premises shall be done to the satisfaction of the Executive Director of the District.

2.03 Grantee shall construct, install, operate, maintain and remove the "Improvements and Facilities", in a good and workmanlike manner at its sole cost, risk and expense.

2.04 The Grantee shall compensate the District for any additional costs that the District may sustain in any future construction of sewers, reservoirs or any other surface or underground structures caused by the presence of the Improvements and Facilities of the Grantee on the Easement Premises.

2.05 The Grantee shall relocate or remove the Improvements and Facilities existing or constructed upon the Easement Premises at no cost to the District:

- A. In the event that the subject premises are adjacent to any channel, waterway or reservoir, and said channel, waterway or reservoir is to be widened by the District or any other governmental agency; or**

- B. In the event that any agency of government, having jurisdiction over said channel, waterway or reservoir requires the relocation or removal of said improvements; or
- C. In the event that said relocation or removal is required for the corporate purposes of the District.

ARTICLE THREE

3.01 The District expressly retains its interest in and rights to the use and occupation of the Easement Premises subject to the easement rights herein granted, and the District may grant further easements, assign, sell or lease the same to other parties subject to the Grantee's right of use and a reasonable means of access to said Improvements and Facilities for construction, reconstruction, operation, maintenance, repair or removal thereof.

3.02 The Grantee shall be solely responsible for and shall defend, indemnify, keep and save harmless the District, its Commissioners, officers, agents and employees, against all injuries, deaths, losses, damages, claims, patent claims, liens, suits, liabilities, judgments, costs and expenses which may in any wise accrue, directly or indirectly, against the District, its Commissioners, officers, agents or employees, in consequence of the granting of this Easement, or which may in anywise result therefrom or from any work done hereunder, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Grantee or Grantee's contracts, subcontractors or their agents and the Grantee shall, at Grantee's sole expense, appear, defend and pay all charges of Attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the District, its Commissioners, officers, agents or employees, in any such action, the Grantee shall, at the Grantee's sole expense, satisfy and discharge the same provided that Grantee shall first have been given prior notice of the suit in which judgment has been or shall be rendered, Grantee shall have been given an opportunity to defend the same and the District shall have given Grantee its full cooperation. Grantee expressly understands and agrees that any performance bond or insurance protection required by this Easement, or otherwise provided by Grantee, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the District as herein provided.

3.03 The Grantee prior to entering upon said premises and using the same for the purposes for which this Easement is granted, shall prepare and transmit to the District an acknowledged statement that the Grantee is a self-insurer, and that it undertakes and promises to insure the District, its Commissioners, officers, agents, servants and employees on account of risks and liabilities contemplated by the indemnity provisions of this Easement (Article Four, Paragraph 4.02) above; and that such statement is issued in lieu of policies of insurance or certificates of insurance in which the District, its Commissioners, officers, agents, servants and employees would be a named or additional insured, and that it has funds available to cover those liabilities in the respective amounts therefor, as set forth as follows:

COMPREHENSIVE GENERAL LIABILITY
Combined Single Limit Bodily Injury Liability
Property Damage Liability (Including Liability for Environmental Contamination of
Adjacent Properties)
in the amount of not less than \$4,000,000.00
per Occurrence

and

ALL RISK PROPERTY INSURANCE
(Including Coverage for Environmental Contamination
of Easement Premises)
in the amount of not less than \$4,000,000.00
per Occurrence.

This statement shall be signed by such officer or agent of the Grantee having sufficient knowledge of the fiscal structure and financial status of the Grantee, to make such a statement on behalf of the Grantee and undertake to assume the financial risk on behalf of the Grantee and will be subject to the approval of the District.

ARTICLE FOUR

4.01 In the event of any default on the part of the Grantee to faithfully keep and perform all singular the covenants, agreements and undertakings herein agreed by it to be kept and performed, or if said Improvements and Facilities are abandoned, the District shall give the Grantee notice in writing of such default or abandonment; and if such default or abandonment shall not have been rectified within thirty (30) days after receipt of such notice by the Grantee, all rights and privileges granted herein by the District to the Grantee may be terminated by the District; and upon such termination, the Grantee shall immediately vacate the Easement Premises and remove its Improvements and Facilities from said real estate and restore the land to its condition prior to Grantee's entry thereon, all at the sole cost of the Grantee.

4.02 The Grantee shall have the right to give the District written notice to cease and terminate all rights and privileges under this agreement. In the event of such termination, the Grantee shall have a period of one-hundred twenty (120) days from and after such termination date to remove the Improvements and Facilities and to restore the land to its original condition at no cost to the District.

The expiration of said removal and restoration date shall in no event extend beyond the expiration date of this Easement.

4.03 The Grantee understands and agrees that upon the expiration of this Easement, Grantee shall have removed or caused to be removed its Improvements and Facilities and any other things which Grantee has erected or placed upon said

Easement Premises. Grantee further agrees to yield up said Easement Premises in as good condition as when the same was entered upon by the Grantee. Upon Grantee's failure to do so, the District may do so at the sole expense and cost of Grantee.

4.04 Grantee expressly understands and agrees that any insurance protection or bond required by this Easement, or otherwise provided by Grantee, shall in no way limit the responsibility to defend, indemnify, keep and save harmless the District, as hereinabove provided.

ARTICLE FIVE

5.01 The Grantee also agrees that if the District incurs any additional expense for additional work which the District would not have had to incur if this Easement had not been executed, then, in that event, the Grantee agrees to pay to the District such additional expense as determined by the Executive Director of the District, promptly upon rendition of bills therefor to the Grantee.

5.02 The Grantee covenants and agrees that it will reimburse the District, make all necessary repairs at its sole cost and expense and otherwise keep and save harmless the District from any loss, cost or expense arising out of the granting of this Easement suffered to property of the District by way of damage to or destruction thereof, caused by any act or omission of the Grantee, Grantee's agents, employees, contractors, subcontractors, or anyone else acting through or on behalf of Grantee, its agents, employees, contractors, or subcontractors.

5.03 During the term of this Easement, the District shall not be liable to the Grantee for any loss, cost or expense which the Grantee shall sustain by reason of any damage to its property or business caused by or growing out of the construction, repair, reconstruction, maintenance, existence, operation or failure of any of the sewers, structures, channels or other works or equipment of the District now located or to be constructed on said Easement Premises, or on the land of the District adjacent to said Easement Premises.

ARTICLE SIX

6.01 Detailed plans of subsequent construction or material alteration of the Grantee's Improvements and Facilities shall first be submitted to the Executive Director of the District for approval. Construction work shall not begin until such approval is given to Grantee in writing.

6.02 Any notice herein provided to be given shall be deemed properly served if delivered in writing personally or mailed by registered or certified mail, postage prepaid, return receipt requested to the District in care of the Executive Director, 100 East Erie Street, Chicago, Illinois 60611, or to the Grantee in care of:

City of Evanston
2100 Ridge Avenue
Evanston, IL 60201

ATTN.: City Manager

or to such other persons or addresses as either party may from time to time designate.

ARTICLE SEVEN

7.01 The Grantee, prior to entering upon said premises and using the same for the purposes for which this Easement is granted, shall, at Grantee's sole cost and expense, obtain all permits, consents and licenses which may be required under any and all statutes, laws, ordinances and regulations of the District, the United States of America, the State of Illinois, the county, or the city, village, town or municipality in which the subject property is located, and furnish to the District suitable evidence thereof.

7.02 The Grantee covenants and agrees that it shall strictly comply with any and all statutes, laws, ordinances and regulations of the District, the United States of America, the State of Illinois, the county and the city, village, town or municipality in which the subject property is located, which in any manner affects this Easement, any work done hereunder or control or limit in any way the actions of Grantee, its agents, servants and employees, or of any contractor or subcontractor of Grantee, or their employees.

7.03 The Grantee agrees to protect all existing District facilities within the Easement Premises, including, but not limited to, intercepting sewers, sludge lines, utility lines, dropshafts, connecting structures, siphons and manholes.

7.04 No blockage or restriction of flow in the water will be tolerated at any time. No construction or improvements of any kind can project into the waterway during construction or after permanent repairs are completed.

7.05 Grantee agrees to abide by and implement the District's Waterway Strategy Resolution as adopted by the District's Board of Commissioners, and attached hereto as Exhibit B and made a part hereof.

ARTICLE EIGHT

8.01 The Grantee shall not voluntarily or by operation of law assign, or otherwise transfer or encumber all or any part of Grantees' interest in this Easement or in the Premises to any other governmental agency, individual, partnership, joint venture, corporation, land trust or other entity without prior written consent of the District.

8.02 A change in the control of the Grantee shall constitute an assignment requiring the District's consent. The transfer of a cumulative basis of the twenty-five percent (25%) or more of the cumulative voting control of Grantee shall constitute a change in control for this purpose.

8.03 Grantee shall notify the District in writing not less than sixty (60) days prior to any proposed assignment or transfer of interest in this Easement. Grantee shall identify the name and address of the proposed assignee/transferee and deliver to the District original or certified copies of the proposed assignment, a recital of assignee's personal and financial ability to comply with all the terms and conditions of the Easement Agreement and any other information or documentation requested by the District. The District shall not unreasonably withhold the consent to assignment or transfer.

8.04 Any attempted assignment or transfer of any type not in compliance with these sections shall be void and without force and effect.

ARTICLE NINE

GENERAL ENVIRONMENTAL PROVISIONS

9.01 DEFINITIONS

- A.** "Environmental Laws" shall mean all present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations and similar items, of all government agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, state and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, orders, notices or demands relating to industrial hygiene, and the protection of human health or safety from exposure to Hazardous Materials, or the protection of the environment in any respect, including without limitation:
- (1)** all requirements, including, without limitation, those pertaining to notification, warning, reporting, licensing, permitting, investigation, and remediation of the presence, creation, manufacture, processing, use, management, distribution, transportation, treatment, storage, disposal, handling, or release of Hazardous Materials;
 - (2)** all requirements pertaining to the protection of employees or the public from exposure to Hazardous Materials or injuries or harm associated therewith; and
 - (3)** the Comprehensive Environmental Response, Compensation and Liability Act (Superfund or CERCLA) (42 U.S.C. Sec. 9601 et seq.), the Resource Conservation and Recovery Act (Solid Waste Disposal Act or RCRA) (42 U.S.C. Sec. 6901 et seq.), Clean Air Act (42 U.S.C. Sec. 7401 et seq.), the Federal Water Pollution Control Act (Clean Water Act) (33

U.S.C. Sec. 1251 et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. Sec. 11001 et seq.), the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq.), the National Environmental Policy Act (42 U.S.C. Sec. 4321 et seq.), the Rivers and Harbors Act of 1988 (33 U.S.C. Sec. 401 et seq.), the Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Safe Drinking Water Act (42 U.S.C. Sec. 300 (f) et seq.), the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.) and all rules, regulations and guidance documents promulgated or published thereunder, Occupational Safety and Health Act (29 U.S.C. Sec. 651 et seq.) and all similar state, local and municipal laws relating to public health, safety or the environment.

B. "Hazardous Materials" shall mean:

- (1) any and all asbestos, natural gas, synthetic gas, liquefied natural gas, gasoline, diesel fuel, petroleum, petroleum products, petroleum hydrocarbons, petroleum by-products, petroleum derivatives, crude oil and any fraction of it, polychlorinated biphenyls (PCBs), trichloroethylene, ureaformaldehyde and radon gas;
- (2) any substance (whether solid, liquid or gaseous in nature), the presence of which (without regard to action level, concentration or quantity threshold requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law;
- (3) any substance (whether solid, liquid or gaseous in nature) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous or dangerous;
- (4) any substance (whether solid, liquid or gaseous in nature) the presence of which could cause or threaten to cause a nuisance upon the area subject to easement or to adjacent properties or pose or threaten to pose a hazardous threat to the health or safety of persons on or about such properties;

- (5) any substance (whether solid, liquid or gaseous in nature) the presence of which on adjacent properties could constitute trespass by or against Grantee or District;
- (6) any materials, waste, chemicals and substances, whether solid, liquid or gaseous in nature, now or hereafter defined, listed, characterized or referred to in any Environmental Laws as "hazardous substances," "hazardous waste," "infectious waste," "medical waste," "extremely hazardous waste," "hazardous materials," "toxic chemicals," "toxic substances," "toxic waste," "toxic materials," "contaminants," "pollutants," "carcinogens," "reproductive toxicants," or any variant or similar designations;
- (7) any other substance (whether solid, liquid or gaseous in nature) which is now or hereafter regulated or controlled under any Environmental Laws (without regard to the action levels, concentrations or quantity thresholds specified herein); or
- (8) any result of the mixing or addition of any of the substances described in this Subsection B with or to other materials.

C. "Phase I Environmental Assessment" shall mean:

- (1) an assessment of the Easement Premises and a reasonable area of the adjacent premises owned by the District performed by an independent and duly qualified, licensed engineer with experience and expertise in conducting environmental assessments of real estate, bedrock and groundwater of the type found on the Easement Premises and said assessment shall include, but not necessarily be limited to a historical review of the use (abuse) of the Easement Premises, a review of the utilization and maintenance of hazardous materials on the Easement Premises, a review of the Easement Premises' permit and enforcement history (by review of regulatory agency records), a site reconnaissance and physical survey, inspection of Easement Premises, site interviews and site history evaluations, basic engineering analyses of the risks to human health and the environment of any areas of identified

concerns, and preparation of a written report which discusses history, site land use, apparent regulatory compliance or lack thereof and which includes historical summary, proximity to and location of USTs, LUSTs, TSDFs, CERCLA site flood plain, maps, photograph log references, conclusions and recommendations.

D. "Phase II Environmental Assessment" shall mean:

- (1) an assessment of the Easement Premises and a reasonable area of the adjacent property owned by the District performed by an independent and duly qualified, licensed engineer with experience and expertise in conducting environmental assessments of real estate, bedrock and groundwater of the type found on the Easement Premises and said assessment shall include, but not necessarily be limited to, extensive sampling of soils, ground waters and structures, followed by laboratory analysis of these samples and interpretation of the results, and preparation of a written report with boring logs, photograph logs, maps, investigative procedures, results, conclusions and recommendations.

9.02 MANUFACTURE, USE, STORAGE, TRANSFER OR DISTRIBUTION OF HAZARDOUS MATERIALS UPON OR WITHIN THE EASEMENT

Grantee, for itself, its heirs, executors, administrators, and successors covenants that to the extent that any Hazardous Materials are manufactured, brought upon, placed, stored, transferred, conveyed or distributed upon or within the Easement Premises, by Grantee or its subtenant or assigns, or any of its agents, servants, employees, contractors or subcontractors, same shall be done in strict compliance with all Environmental Laws.

Construction or installation of new or reconstruction of any underground interconnecting conveyance facilities for any material or substance is not permitted without the advance written consent of the Executive Director of the District.

9.03 USE OF PREMISES (RESTRICTIONS- ENVIRONMENTAL)

Grantee shall use the Easement Premises only for purposes expressly authorized by Article 1.01 of this Easement Agreement. Grantee will not do or permit any act that may impair the value of the Easement Premises or any part thereof or that could materially increase the dangers, or pose an unreasonable risk of harm, to the health or safety of persons to third parties (on or off the Easement Premises) arising from activities thereon, or that could cause or threaten to cause a public

or private nuisance on the Easement Premises or use Easement Premises in any manner (i) which could cause the Easement Premises to become a hazardous waste treatment, storage, or disposal facility within the meaning of, or otherwise bring the Easement Premises within the ambit of the Resource Conservation and Recovery Act of 1976, Section 6901 et seq. of Title 42 of the United States Code, or any similar state law or local ordinance, (ii) so as to cause a release or threat of release of Hazardous Materials from the Easement Premises within the meaning of, or otherwise bring the Easement Premises within the ambit of, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 9601 et seq. of Title 42 of the United States Code, or any similar state law or local ordinance or any other Environmental Law or (iii) so as to cause a discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions which would require a permit under the Federal Water Pollution Control Act, Section 1251 of Title 33 of the United States Code, or the Clean Air Act, Section 741 of Title 42 of the United States Code, or any similar state law or local ordinance.

9.04 CONDITION OF PROPERTY (ENVIRONMENTAL)

- A. In the event Grantee has used the Easement Premises under a prior easement agreement, Grantee warrants and represents that as a result of the easement grant, the Easement Premises and improvements thereon, including all personal property, have not been exposed to contamination by any Hazardous Materials, that there has not been thereon a release, discharge, or emission, of any Hazardous Materials during its occupancy of the premises as defined by any Environmental Laws, and that the Easement Premises does not contain, or is not affected by underground storage tanks, landfills, land disposal sites, or dumps.**
- B. In the event of a release, emission, discharge, or disposal of Hazardous Materials in, on, under, or about the Easement Premises or the improvements thereon, Grantee will take all appropriate response action, including any removal and remedial action after the execution date of this Easement Agreement.**

9.05 INDEMNIFICATION (ENVIRONMENTAL)

- A. In consideration of the execution and delivery of this Easement Agreement, the Grantee indemnifies, exonerates, and holds the District and its officers, officials, Commissioners, employees, and agents ("Indemnified Parties") free and harmless from and against any and all actions, causes of action, suits, losses, costs, liabilities and damages and expenses incurred in connection with any of these (irrespective of whether any such Indemnified Party is a party to the action for which indemnification is here**

sought), including reasonable Attorney's fees, costs and disbursements incurred by the Indemnified Parties as a result of or arising out of or relating to (i) the imposition of any governmental lien for the recovery of environmental cleanup costs expended by reason of Grantee's activities, or (ii) any investigation, litigation, or proceeding related to any environmental response, audit, compliance, or (iii) the release or threatened release by Grantee, its subsidiaries, or its parent company of any Hazardous Materials or the presence of Hazardous Materials on or under the Easement Premises or any property to which the Grantee, its parent company, or any of its subsidiaries has sent Hazardous Materials (including any losses, liabilities, damages, injuries, costs, expenses, or claims asserted or arising under any Environmental Law) regardless of whether caused by or within the control of the Grantee, its parent company, or its subsidiaries provided that, to the extent District is strictly liable under any Environmental Laws, Grantee's obligation to District under this indemnity shall be without regard to fault on the part of the Grantee with respect to the violation of law which results in liability to District.

9.06 ENVIRONMENTAL COVENANTS

Grantee agrees to and covenants as follows:

- A. Grantee covenants and agrees that throughout the term of the Easement Agreement all Hazardous Materials which may be used upon the Easement Premises shall be used or stored thereon only in a safe, approved manner in accordance with all generally accepted industrial standards and all Environmental Laws.**
- B. Grantee has been issued and is in compliance with all permits, certificates, approvals, licenses, and other authorizations relating to environmental matters and necessary for its business, if any.**
- C. Grantee, to the best of its knowledge, is not a potentially responsible party with respect to any other facility receiving waste of the Grantee (whether or not from the Easement Premises) under CERCLA or under any statute providing for financial responsibility of private parties for cleanup or other actions with respect to the release or threatened release of any Hazardous Materials.**
- D. Grantee will take all reasonable steps to prevent a violation of any Environmental Laws. There will be no spill, discharge, leaks, emission, injection, escape, dumping, or release of any**

toxic or Hazardous Materials by any persons on the area to be used and under the Easement Agreement.

- E. Grantee will not allow the installation of asbestos on the area described in Exhibit A or any item, article, container or electrical equipment including but not limited to transformers, capacitors, circuit breakers, reclosers, voltage regulators, switches, electromagnets and cable, containing PCBs.**
- F. Grantee shall be responsible to install "plugs" of compacted impermeable soil material at intervals of no greater than 100 feet between such plugs along utility trenches which have been backfilled with compacted granular materials in order to minimize cross-site and off-site environmental contaminant migration. The spacing of these plugs should be based on the characteristics of the site, the configuration of the trench or trenches, the characteristics (nature and extent) of the site environmental contamination, and/or the potential for site contamination should a surface of subsurface chemical release occur. Special emphasis should be placed on locating these plugs at all utility trenches where they cross: other utility trenches, containment berms or walls, property boundaries, and lease boundaries.**
- G. The aforesaid representations and warranties shall survive the expiration or termination of the Easement Agreement.**

9.07 COVENANTS (ENVIRONMENTAL)

Grantee shall cause its parent company and each of its respective subsidiaries, contractors, subcontractors, employees and agents to:

- A. (1) Use and operate all of the Easement Premises in compliance with all applicable Environmental Laws, keep all material permits, approvals, certificates, and licenses in effect and remain in material compliance with them;**
- (2) undertake reasonable and cost-effective measures to minimize any immediate environmental impact of any spill or leak of any Hazardous Materials;**
- B. Notify District by telephone within two hours of the release of Hazardous Materials, including the extent to which the identity of the Hazardous Materials is known, the quantity thereof and the cause(s) of the release, and provide the District within 72 hours of the event with copies of all written notices by Grantee, its parent, and its subsidiaries that are reported to government regulators or received from the government regulators.**

- C. Provide such information that the District may reasonably request from time to time to determine compliance by the Grantee with this Article.
- D. Grantee covenants and agrees to cooperate with the District in any inspection, assessment, monitoring, or remediation instituted by the District during the Easement Agreement.

9.08 COMPLIANCE (ENVIRONMENTAL)

The Grantee will cause its parent company and each of its subsidiaries, if any, to exercise due diligence to comply with all applicable treaties, laws, rules, regulations, and orders of any government authority.

- A. In the event of a spill, leak or release of hazardous waste carried by Grantee, its employees, or its agents Grantee shall conduct a Phase I Environmental Assessment, at its own expense, with respect to the Easement Premises and a reasonable area of the adjacent property owned by the District and submit the written report to the District within 90 days after the spill, leak or discharge. After review of each Phase I Environmental Assessment, District, at its sole discretion, may require Grantee, at Grantee's expense, to obtain a Phase II Environmental Assessment with respect to the premises used under the Easement Agreement. The written report of the Phase II Environmental Assessment shall be submitted to District within 120 days of District's request for same. If the Phase II Assessment discloses the presence of any Hazardous Materials contamination on the Easement Premises or adjacent premises, Grantee shall take immediate action to remediate the contamination and to restore the Easement Premises described in Exhibit A and adjacent premises owned by the District to a clean and sanitary condition and to the extent required by any and all Environmental Laws.
- B. Capacitors, transformers, or other environmentally sensitive installations or improvements shall be removed by Grantee prior to the end of the Easement Agreement unless directed to the contrary in writing by the District.
- C. If any Environmental Assessment reveals, or District otherwise becomes aware of, the existence of any violation of any Environmental Laws that either Grantee is unwilling to remediate or that District is unwilling to accept, District shall have the right and option to terminate this Agreement and to declare it null and void.

D. In the event Grantee should receive a Notice of Environmental Problem, Grantee shall promptly provide a copy to the District, and in no event later than seventy-two (72) hours from Grantee's and any tenant's receipt or submission thereof. "Notice of Environmental Problem" shall mean any notice, letter, citation, order, warning, complaint, inquiry, claim, or demand that: (i) the Grantee has violated, or is about to violate, any Environmental Laws; (ii) there has been a release, or there is a threat of release, of Hazardous Materials, on the Easement Premises, or any improvements thereon; (iii) the Grantee will be liable, in whole or in part, for the costs of cleaning up, remediating, removing, or responding to a release of Hazardous Materials; (iv) any part of the Easement Premises or any improvements thereon is subject to a lien in favor of any governmental entity for any liability, costs, or damages, under any Environmental Laws, arising from or costs incurred by such government entity in response to a release of Hazardous Material, Grantee shall promptly provide a copy to the District, and in no event later than seventy-two (72) hours from Grantee's and any tenant's receipt or submission thereof.

E. Not less than one (1) year prior to the expiration of the Easement, Grantee shall have caused to be prepared and submitted to the District a written report of a site assessment in scope, form and substance, and prepared by an independent, competent and qualified professional and engineer, registered in the State of Illinois, satisfactory to the District, and dated not more than eighteen (18) months prior to the expiration of the Easement, showing that:

- (1) the Grantee has not caused the Easement Premises and any improvements thereon to materially deviate from any requirements of the Environmental Laws, including any licenses, permits or certificates required thereunder;**
- (2) the Grantee has not caused the Easement Premises and any improvements thereon to contain: (i) asbestos in any form; (ii) urea formaldehyde; (iii) items, articles, containers, or equipment which contain fluid containing polychlorinated bi-phenyls (PCBs); or (iv) underground storage tanks which do not comply with Environmental Laws;**
- (3) the engineer has identified, and then describes, any Hazardous Materials utilized, maintained or conveyed on or within the property, the exposure to**

which is prohibited, limited, or regulated by any Environmental Laws;

- (4) if any Hazardous Materials were utilized, maintained or conveyed on the Easement Premises, the engineer has conducted and submitted a Phase II Environmental Assessment of the Easement Premises, which documents that the Easement Premises and improvements are free of contamination by Hazardous Materials;
- (5) the engineer has identified and then describes, the subject matter of any past, existing, or threatened investigation, inquiry, or proceeding concerning environmental matters by any federal, state, county, regional or local authority, (the Authorities"), and describing any submission by Grantee concerning said environmental matter which has been given or should be given with regard to the Easement Premises to the Authorities; and
- (6) the engineer includes copies of the submissions made pursuant to the requirements of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA), Section 11001 et seq. of Title 42 of the United States Code.

9.09 INSPECTION AND RIGHT OF INSPECTION (ENVIRONMENTAL)

- A. In the event Grantee gives notice pursuant to the provisions of Notice of Environmental Problem, within ninety (90) days Grantee shall submit to District a written report of a site assessment and environmental audit, in scope, form and substance, and prepared by an independent, competent and qualified, professional, registered engineer, satisfactory to the District, showing that the engineer made all appropriate inquiry consistent with good commercial and customary practice, such that consistent with generally accepted engineering practice and procedure, no evidence or indication came to light which would suggest there was a release of substances on the Site or Property which could necessitate an environmental response action, and which demonstrates that the Site and Property complies with, and does not deviate from all applicable environmental statutes, laws, ordinances, rules, and regulations, including licenses, permits, or certificates required thereunder, and that the Grantee is in compliance with, and has not deviated from, the representations and warranties previously set forth.

- B. District hereby expressly reserves to itself, its agents, Attorneys, employees, consultants, and contractors, an irrevocable license and authorization to enter upon and inspect the Easement Premises and improvements thereon, and perform such tests, including without limitation, subsurface testing, soils, and groundwater testing, and other tests which may physically invade the Easement Premises or improvements thereon as the District, in its sole discretion, determines is necessary to protect its interests.

ARTICLE TEN

10.01 It is agreed by and between the parties that the Grantee shall not assign this Easement without the prior written consent of the District. The District shall not unreasonably withhold the consent to assignment.

It is agreed that reasonable grounds for withholding consent shall include but not be limited to the following:

A. The proposed activity of the assignee does not conform with the terms of this Easement Agreement or policies established by the District.

B. The proposed assignee does not have either substantial experience in the business provided for in the Easement Agreement or the financial resources to comply with the requirements of the Easement Agreement.

C. There is an existing violation or uncured default by Grantee with respect to the Easement Agreement.

10.02 Assignment of this Easement Agreement shall be made only to an entity which has been authorized by law (to the extent such authorization is required) (or the lawful successor thereof) to own, operate and maintain the facilities located on the Easement Premises.

10.03 Assignment without consent is a default under the Easement Agreement and grounds for immediate termination.

10.04 Grantee is not released from this Easement Agreement upon Assignment.

10.05 In addition to the payment of all easement fees or additional compensation otherwise herein required to be paid by or performed by the Grantee or Assignee, Grantee will pay to District as additional compensation hereunder in the event Grantee assigns this Easement Agreement, fifty percent (50%) of all value it receives from its assignee for the use and occupancy of the Easement Premises in excess of the easement fees which Grantee is currently paying to District with respect to the Easement Premises.

10.06 It is agreed that this Easement Agreement shall not pass by operation of law to any trustee or receiver in bankruptcy or for the assignment for the benefit of creditors of the Grantee.

10.07 The Grantee shall safeguard all District facilities, including, but not limited to the District TARP and intercepting sewer facilities located in and in the vicinity of the easement area, and 24-hour access by the District to its facilities shall be maintained at all times, including during and after any construction activities undertaken by the Grantee and its agents, contractors and sub-contractors, on the easement Premises.

10.08 Within thirty (30) days from the effective date of this Easement, Grantee shall record this Easement Agreement with the Recorder of Deeds of the county in which the Easement Premises are situated and submit to the District evidence of such recordation within 30 days thereafter.

10.09 All provisions of this Easement Agreement, including the benefits and burdens, shall run with the land.

IN WITNESS WHEREOF, on the day and year first above written, the parties hereto have caused these presents, including Riders and Exhibits, if any, to be duly executed, duly attested and their corporate seals to be hereunto affixed.

**METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO**

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

ATTEST:

Jacqueline Torres, Clerk

CITY OF EVANSTON

By: Wally Bobkiewicz
Wally Bobkiewicz
Title: City Manager

ATTEST:
By: [Signature]
Title: City Clerk

Approved as to form:
W. Grant Farrar
Corporation Counsel
By: Michelle Mason

CONSENTED TO BY:

OVER THE RAINBOW ASSOCIATION

By: [Signature]
Title: Executive Director

ATTEST:
By: [Signature]
Title: VP - Finance

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the state
aforesaid, DOES HEREBY CERTIFY that Wally Bobkiewicz,
(name)
personally known to me to be the City Manager,
(title)
of City of Evanston, a municipal corporation, and
(village/town/city)
Rodney Greene, personally known to me to be
(name)

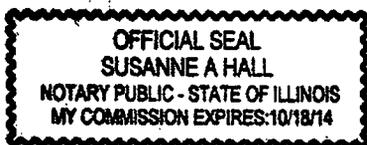
of said municipal corporation and personally known to me to be same persons
whose names are subscribed to the foregoing instrument, appeared before
me this day in person and severally acknowledged that as such _____
(title)
City Manager and City Clerk
(title cont'd.) (title)

of said corporation, duly executed said instrument in behalf of said municipal
corporation and caused its corporate seal to be affixed thereto pursuant to
authority given by the corporate authority of said municipal corporation, as
its free and voluntary act and as the free and voluntary act and deed of said
municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 23 day of April, A.D.
2013.

Susan Hill

Notary Public
My Commission expires:



OVER THE RAINBOW

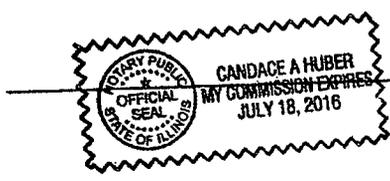
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, CANDACE Huber, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Eric Huffman, (Name) personally known to me to be the Executive Director (Title) of Over the Rainbow Assoc. (Corporation Name), a corporation, and Les Russo, (Name) personally known to me to be the V.P. of Finance (Title) of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Executive Dir. (Title) and V.P. Finance (Title) of said corporation, duly executed said instrument in behalf of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to the authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18 day of April, A. D. 2013.

Candace Huber
Notary Public

My Commission expires:



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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

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

Notary Public

My Commission expires:

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney

General Counsel

APPROVED:

Executive Director

RECEIVED:

Fee: _____

Insurance: _____

Bond: _____

11/15/11 11:15 AM 11/15/11 11:15 AM
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EXHIBIT A

Plat of Easement and Legal Description of the Easement Premises

TABLE OF CONTENTS

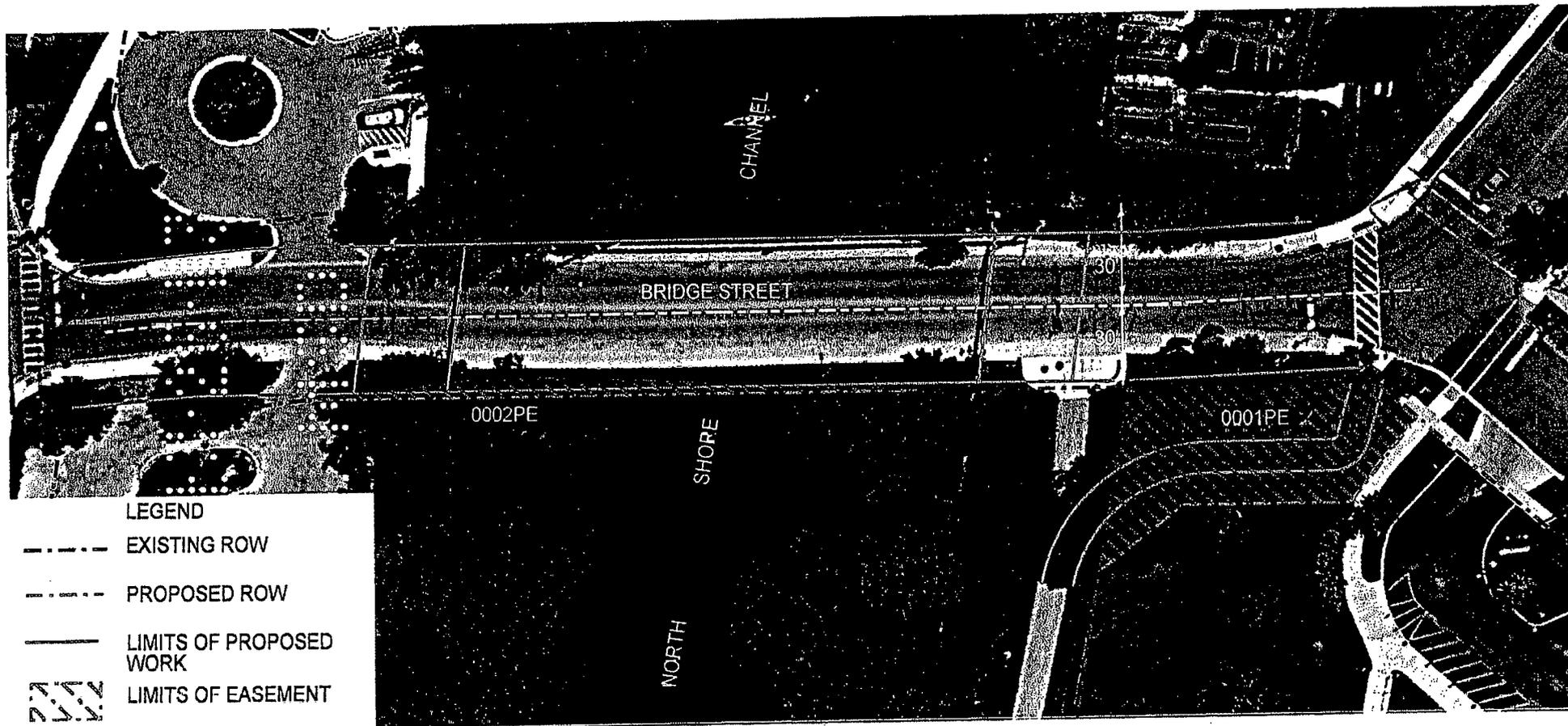
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5

TABLE OF CONTENTS

1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5



EXHIBIT 1



LEGEND

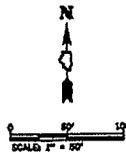
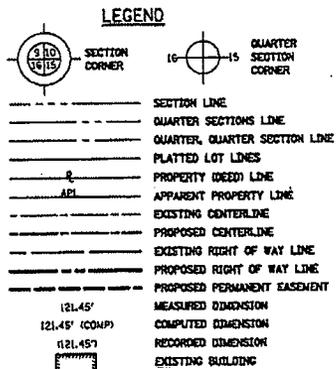
- EXISTING ROW
- PROPOSED ROW
- LIMITS OF PROPOSED WORK
- ▨ LIMITS OF EASEMENT

PART OF THE E 1/2 OF THE SW 1/4 OF SECTION 12, AND PART OF THE E 1/2 OF THE NW 1/4 OF SECTION 13,
ALL IN TWP. 41 N., R. 13 E. OF THE 3RD. P.M., IN COOK COUNTY, ILLINOIS.

EXHIBIT 2

PI STA. = 101+36.17
 $\Delta = 6^\circ 05' 36''$ (L71)
 $D = 15^\circ 15' 00''$
 $R = 375.71'$
 $T = 20.05'$
 $L = 40.07'$
 $E = 0.53'$
 P.C. STA. = 101+16.12
 P.T. STA. = 101+56.18

MONUMENTS FOUND AND RECORD DIMENSIONS
 SHOWN REFERENCE PLAT OF SURVEY BY G.L. SUHR
 AND COMPANY, APRIL, 1988 IN BOOK CE 88, PAGE 368.



COORDINATE VALUES
 PROJECT COORDINATES WERE ESTABLISHED FROM GCS REFERENCE MARKS
 PROVIDED BY THE CITY OF EVANSTON. BASIS OF BEARINGS DERIVED
 FROM PUBLISHED COORDINATES.

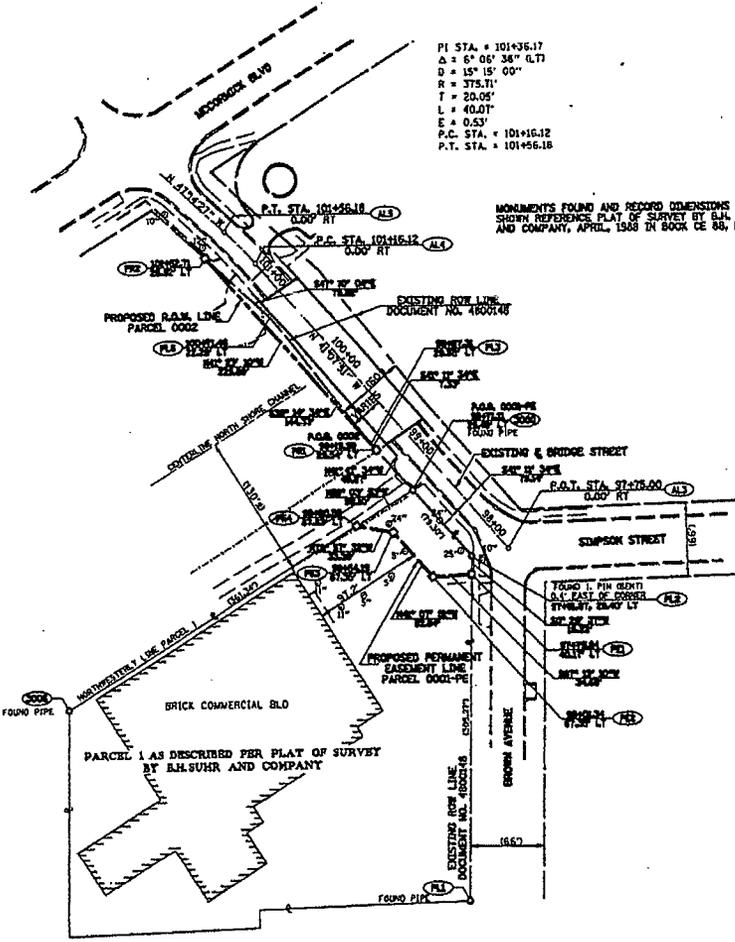
- IRON PIPE OR ROD FOUND ● "MAY" NAIL SET
- + CUT CROSS FOUND OR SET ● 5/8" REBAR SET
- T1 THESE STAKES REFERENCE FOUND OR SET MONUMENTATION. SET 5/8" DICH
 IRON ROD FLUSH WITH GROUND TO THE FOUND IRON STAKE IDENTIFIED BY
 COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
- BT1 THESE STAKES, IN CULTIVATED AREAS, REFERENCE FOUND OR SET MONUMENTATION.
 BURIED 5/8" DICH IRON ROD 20 INCHES BELOW GROUND TO THE FOUND
 IRON STAKE IDENTIFIED BY COLORED PLASTIC CAP BEARING
 SURVEYORS REGISTRATION NUMBER.
- STAKING OF PROPOSED RIGHT OF WAY AND PERMANENT EASEMENT CORNERS.
 SET 5/8" REBAR WITH CAP TO MONUMENT THE POSITION SHOWN. IDENTIFIED
 BY SURVEYORS LICENSE NUMBER.
- STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS.
 BURIED 5/8" DICH METAL ROD 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY
 MARKER POSITION IDENTIFIED BY COLORED PLASTIC CAP BEARING
 SURVEYORS REGISTRATION NUMBER.
- PERMANENT SURVEY MARKER, I.D.A.T. STANDARD 2135 (TO BE SET BY OTHERS)
- RIGHT OF WAY/PERMANENT EASEMENT STAKING PROPOSED TO BE SET

POINT	NORTHING	EASTING	STATION	OFFSET
3000	1,363,350.4000	1,105,745.8400	N/A	N/A
3001	1,363,341.1540	1,105,856.8480	38071.11	25.41(L)
PL1	1,363,177.0318	1,105,106.1822	N/A	N/A
PL2	1,363,085.1775	1,105,179.8722	37971.97	25.40(L)
PL3	1,363,024.0157	1,105,018.3360	37967.31	25.38(L)
PL4	1,363,077.4208	1,105,000.5940	37971.94	25.38(L)
PL5	1,363,076.7977	1,105,024.7815	37971.93	25.38(L)
PL6	1,363,045.8783	1,105,100.6372	37971.94	25.37(L)
PL7	1,363,044.2984	1,105,074.3189	37971.94	25.37(L)
PL8	1,363,064.0347	1,105,019.3509	37971.93	25.37(L)
PL9	1,363,010.1924	1,105,006.7150	37971.94	25.37(L)
PL10	1,363,044.7977	1,105,102.3189	37971.93	25.37(L)
PL11	1,363,075.8117	1,105,019.3509	37971.93	25.37(L)
PL12	1,363,074.0287	1,105,000.0483	37971.94	25.37(L)

STATE OF ILLINOIS)
 COUNTY OF S. DEKALO)
 THIS IS TO CERTIFY THAT JEFFREY W. DAY, A PROFESSIONAL LAND SURVEYOR HAS SUBMITTED THE PLAT OF HIGHWAYS SHOWN HEREIN
 IN SECTIONS 12 & 13, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL
 MERIDIAN, COOK COUNTY, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO
 THE BEST OF HIS KNOWLEDGE AND BELIEF; THAT THE PLAT CORRECTLY
 REPRESENTS SAID SURVEY; THAT ALL MONUMENTS FOUND AND ESTABLISHED
 ARE OF PERMANENT QUALITY AND OCCUPY THE CORNER POINTS THEREON;
 AND THAT THE NECESSARIES ARE SUFFICIENT TO COMPLETE THE SURVEY TO BE
 RETRAINED, AND FOR THE CITY OF EVANSTON, STATE OF ILLINOIS.

DATED THIS _____ DAY OF _____ 2013 A.D.

JEFFREY W. DAY - ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 35-003544
 MY LICENSE EXPIRES 12-31-2014
 THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MODERN
 STANDARDS FOR A BOUNDARY SURVEY.



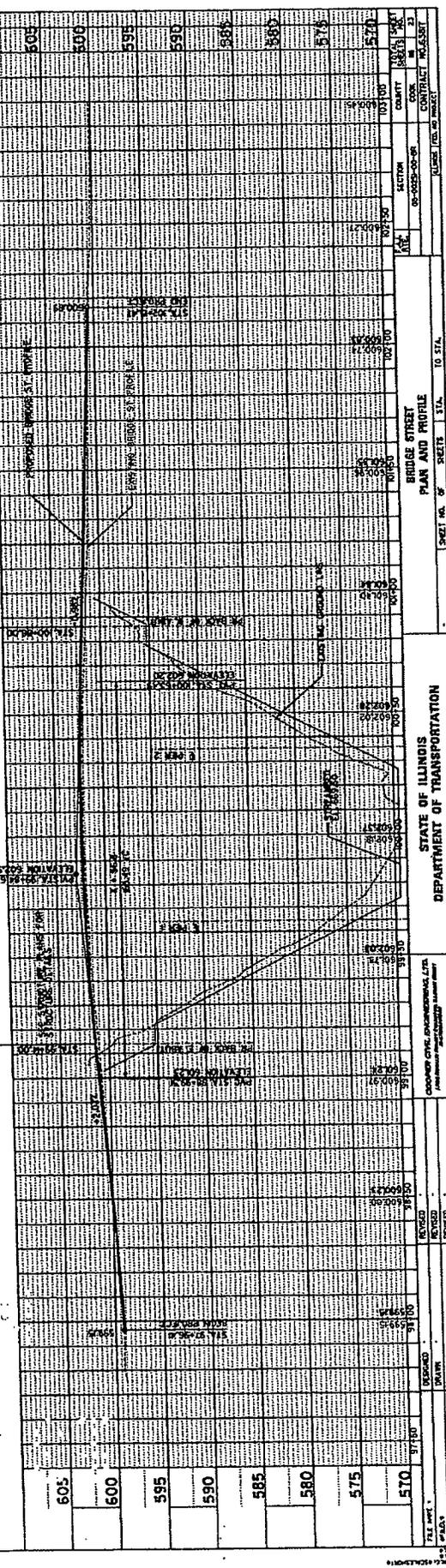
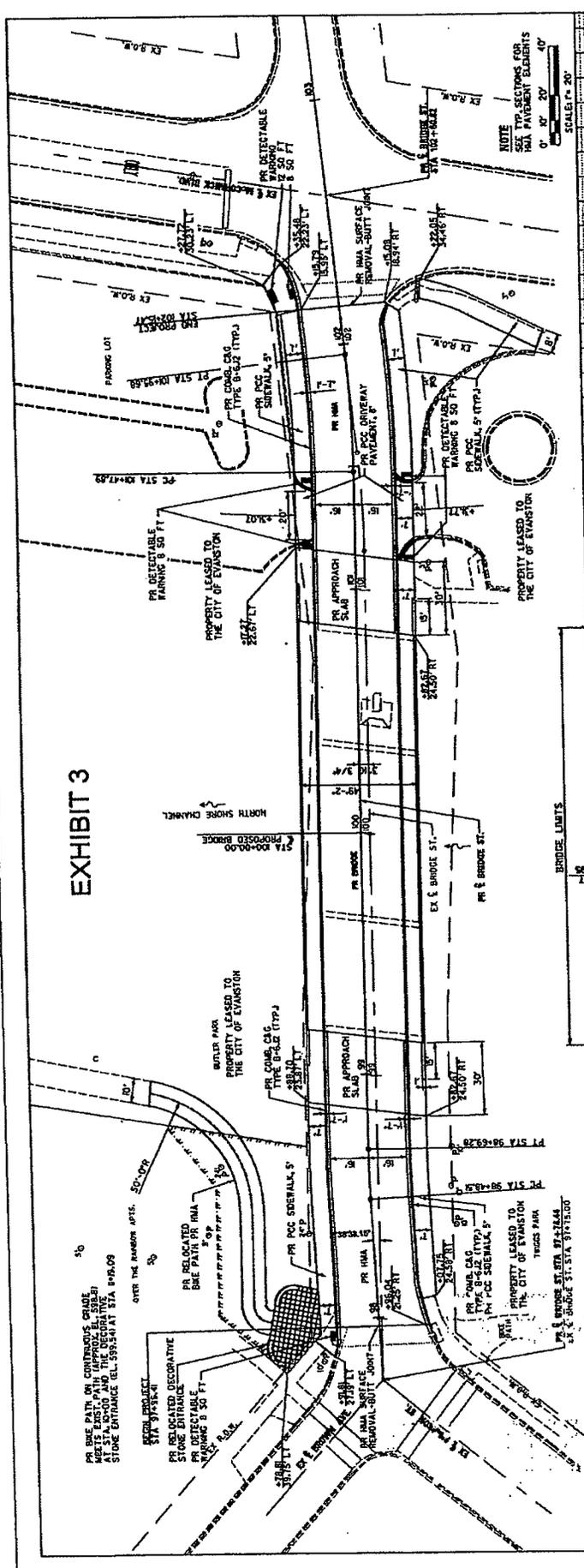
PARCEL NO.	OWNER	TOTAL VALUE		AREA IN EXISTING R.O.W.	FOURMETER AREA	EASEMENT AREA		EASEMENT PURPOSE	PERMANENT TAX NUMBER	PROPERTY ACQUIRED BY
		ACRES	SQ. FT.			ACRES	SQ. FT.			
007PC	THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO	2.3774	N/A	N/A	0	2,3774	0.075	3,638	RELOCATION OF PULKESTON PATH	10-13-08-022-0002, 10-13-08-033-0002, 10-13-02-003-0074, 10-13-04-037-0002, 10-13-04-033-0002
0082	THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO	N/A	0.020	365	0	N/A	N/A	N/A	N/A	10-13-02-003-0074

PLAT OF HIGHWAYS
 STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION
 BRIDGE STREET CITY OF EVANSTON
 COUNTY: COOK
 PROJECT: JOB NO.
 STATION: 97+98.4
 SCALE: 1" = 80'
 SHEET 1 OF 1

COMPLETION DATE OF FIELD WORK PERFORMED: _____
 LAND SURVEY: JAN. 2013 ROW STAKING: _____

BUREAU OF LAND ADMINISTRATION
 201 WEST CENTER COURT
 SCARBOROUGH, ILLINOIS 60186

EXHIBIT 3



STA.	REVISION	DATE	BY	CHECKED	DATE	BY	CHECKED	DATE	BY	CHECKED	DATE
570+00											
575+00											
580+00											
585+00											
590+00											
595+00											
600+00											
605+00											

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

BRIDGE CENTERLINE
PLAN AND PROFILE

PROJECT NO. OF SHEETS STA. TO STA.

CONTRACT NO. 10-11-100

CONTRACT NAME 10-11-100

DATE 10/1/00

BY [Signature]

CHECKED [Signature]

DATE 10/1/00

EXHIBIT 4 (PAGE 1 OF 2)

Route: Bridge Street
Section:
County: Cook
Job No.:
Parcel: 0001-PE
Sta.: 97+79.84 to 98+80.56
OWNER: The Metropolitan Water
Reclamation District of Greater
Chicago
Index No.: 10-13-104-032-8001
10-13-104-033-8001
10-12-322-003(pt)
10-13-104-032-8002(pt)
10-13-104-033-8002
Purpose of Easement: Pedestrian Walkway Relocation

Description of Proposed Permanent Easement:

That part of the East Half of the Southwest Quarter of Section 12 and part of the East Half of the Northwest Quarter of Section 13, all in Township 41 North, Range 13 East of the Third Principal Meridian, also being a part of Parcel 1 of a Plat of Survey by B.H. Suhr and Company, April 1988 in Book CE 88, Page 368 all in Cook County, Illinois, described as follows:

BEGINNING at a found pipe at the point of intersection of the southwesterly line of Bridge Street and the northwesterly line of Parcel 1, said northwesterly line being parallel to and 130 feet normally distant southeasterly from the center line of the North Shore Channel of the Sanitary District of Chicago; thence South 41 degrees 11 minutes 34 seconds East (basis of bearing derived from published coordinates of GIS reference marks provided by the City of Evanston) on said southwesterly line of Bridge Street, 79.14 feet to the west line of Brown Avenue; thence South 0 degrees 28 minutes 37 seconds West on said west line of Brown Avenue, 16.22 feet; thence South 87 degrees 13 minutes 10 seconds West, 34.66 feet; thence North 41 degrees 07 minutes 51 seconds West, 52.84 feet; thence North 78 degrees 57 minutes 32 seconds West, 33.38 feet to said northwesterly line of Parcel 1; thence North 58 degrees 03 minutes 53 seconds East on said line, 59.10 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 3,455 square feet or 0.079 acres more or less.

The said Real Estate being also shown by the plat hereto attached and made a part hereof.

February 11, 2013

EXHIBIT 4 (PAGE 2 OF 2)

Route: Bridge Street
Section:
County: Cook
Job No.:
Parcel: 0002
Sta.: 99+19.98 to 101+52.71
OWNER: The Metropolitan Water
Reclamation District of Greater
Chicago
Index No.: 10-12-322-003(pt)

Description of Proposed Right of Way:

That part of Lots 1, 2 and 3 in the partition of part of the East Half of the Southwest Quarter, being a subdivision recorded February 21, 1902 as Document No. 3209316, in Section 12, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

COMMENCING at a set mag nail at the southeast corner of the Southwest Quarter of Section 12, thence South 88 degrees 12 minutes 04 seconds West (basis of bearing derived from published coordinates of GIS reference marks provided by the City of Evanston) on the south line of the Southwest Quarter of Section 12, a distance of 458.48 feet to the southwesterly line of Bridge Street as described per Document No. 4800148; thence North 41 degrees 11 minutes 34 seconds West on said line, 119.35 feet to the **POINT OF BEGINNING**.

FROM THE POINT OF BEGINNING thence North 41 degrees 23 minutes 10 seconds West, 229.86 feet to the southwesterly line of Bridge Street; thence South 47 degrees 10 minutes 04 seconds East on said line, 78.82 feet; thence South 38 degrees 14 minutes 34 seconds East on said line, 144.33 feet; thence South 41 degrees 11 minutes 34 seconds East on said line, 7.33 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 885 square feet or 0.020 acres more or less.

The said Real Estate being also shown by the plat hereto attached and made a part hereof.

February 19, 2013

EXHIBIT B

THE WATERWAY STRATEGY RESOLUTION

*NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of
The Metropolitan Sanitary District of Greater Chicago:*

That henceforth all Metropolitan Sanitary District waterway property leases will encourage public open space, recreation and water edge accessibility in harmony with appropriately scaled industrial, commercial, and residential development thus motivating an extension of the benefits of Chicago's magnificent lakefront throughout the inland waterway system.

The resolution was unanimously adopted on February 23, 1984 and affects the 7,000 acres owned by the MSD bordering the inland waterway system. This resolution represents another formal commitment in a long series of carefully engineered innovations. The MSD has been entrusted with the preservation of clean water for almost 100 years. Initial clean water efforts required the MSD to redirect the polluted water flowing into Lake Michigan, the region's primary water supply. Reversing the flow of the polluted rivers was accomplished by the construction of locks and canals. The MSD waterway property was acquired as a right-of-way for the canal construction, river reversals and improvements. This waterway property stretches from Lake Michigan to Joliet, Illinois, a distance of more than 30 miles and totaling more than 7,000 acres. The water quality in the lake gradually improved through the 30-year canal construction period. Upon completion, industrial development along the canals and rivers was encouraged and contributed to the growth of Chicago and the region.

In 1925 and 1930, the United States Supreme Court limited the amount of water which could be diverted from Lake Michigan for dilution of the inland waterways. Post World War II population increases and associated development resulted in severe flooding of rivers and their tributaries during heavy rainstorms. Pollution control and treatment facilities required constant expansion and improvements, but the water quality in the waterways continued to deteriorate. During the 1960s the United States Environmental Protection Act set national standards for clean water. The need to meet these new standards to clean the polluted waterways spurred the MSD to propose another innovative solution - a system of deep tunnels and flood control reservoirs. Initial phases of this construction program, known as the Tunnel and Reservoir Plan, will be completed in 1985 and will stimulate dramatic improvements in the water quality of the inland waterways.

As the commitment to a clean lake made possible the magnificent parks and world famous skyline of Chicago, the clean inland water will be the impetus for the development of the 7,000 acres of MSD property along the canals and rivers. With prudent planning, the challenge of new development along the waterways can incorporate a wide range of land uses while providing a variety of intrinsic and tangible benefits.

I N T E N T I O N O F T H E R E S O L U T I O N

...an extension of the benefits of Chicago's magnificent lakefront throughout the inland waterway system.

Originally, the canals were constructed to reverse the flow of the rivers away from the lake and to dilute wastewater overflows. Historically, they have been used as a transportation link between the Great Lakes and the Mississippi River. These important shipping lanes have been primarily an industrial asset and an occasional source of pleasure and recreation. The anticipated clean inland waterways will become a revitalized asset throughout the three-county area they traverse. As the water quality improves dramatically with the completion of the Tunnel and Reservoir Plan in 1985, the MSD waterway property will become an attractive resource for surrounding communities and the metropolitan area. The MSD resolution recognizes the potential usefulness of the MSD property as valuable development sites. The waterways and MSD property will, for the first time in history, provide a handsome environment for everyday activities - working, living, shopping and relaxing. The MSD waterway property leasing program will entice a broader range of land uses such as housing complexes, shopping malls, office centers, professional buildings, restaurants, marinas, parks, manufacturing, warehousing, and industry.

Development of the MSD waterway property will be a gradual but continual process meeting the needs of each current and prospective leaseholder. The projected development will occur as vacant parcels are leased and as existing leases are renewed. Each site must reserve a portion for access and use by the general public; and each site must link its reserved area with the adjacent site. In this manner, a linear easement the entire length of the inland waterway system will be created. Wherever possible this easement will allow access to the water's edge. Leaseholders and lease requesters must demonstrate a willingness to include development of this linear easement prior to approval of the lease renewal or request. The character of the easement and the development will be tailored to match the accompanying requirements of the nearby municipality. Thereby, these public benefits will be accrued as the private sector finances approved projects on MSD leased land.

Although development can be expected to come in many forms, shapes and sizes, some common characteristics will knit the individual uses together with continuity and unity without sacrificing diversity. The comprehensive development will be a continual ribbon of enterprising land uses, each meshing with the next, and integrating the inland waterway system into the environment of daily life.

CHALLENGE OF THE RESOLUTION

*...public open space, recreation and water edge
accessibility in harmony with appropriately scaled
industrial, commercial, and residential development*

While the MSD continues to preserve and improve water quality in the inland waterways, accessibility and usefulness of the waterways will be increased through implementation of the MSD waterway strategy resolution. This goal will be attained through the development of the linear easement on the MSD waterway property. As vacant sites are leased and existing leases are renewed, the linear easement will progressively evolve into one of three general types: public use easement, multiple use easement, or scenic easement.

A variety of elements will be integrated into the development of the linear easement, including bank stabilization, erosion control, pathways, fences, berms, retaining walls, landscaping and lighting. While increased accessibility and usefulness of the MSD waterways and waterway property is the primary goal, these elements used advantageously can offer a range of other desirable effects, e.g. noise barriers, visual barriers, energy conservation and site enhancement. Use and selection of the elements will be determined by their respective appropriateness on the specific site. While the plan and development costs are the responsibility of the leaseholder of the specific site, the complete development of the easement on the individual parcel can be series of phases staged to occur over a period of 2-3 years.

The primary linear easement will be a public use easement allowing public access to the water's edge and canal bank by means of a pathway. The linear easement will take the form of a multiple use easement in those areas where water-oriented industries require use of the water for docks and barge slips. Wherever possible public access to the water's edge would be maintained, while other portions of the easement will continue to traverse the site without interference with the industrial leaseholders' activity. A scenic easement, where direct public access is minimized, will occur only as a necessity to protect a site of unique, historical value. Some sites may have temporary scenic easement designations while the parcel is unleased or while the parcel is under construction or development.

While information concerning minimum allowable easements is available, the MSD expects that the private sector will cooperate with and recognize the many benefits resulting from the full implementation of the MSD waterway strategy resolution.

Development of the MSD waterway property will be a gradual but continual process meeting the needs of each current and prospective leaseholder. The projected development will occur as vacant parcels are leased and as existing leases are renewed. Each site must reserve a portion for access and use by the general public; and each site must link its reserved area with the adjacent site. In this manner, a linear easement the entire length of the inland waterway system will be created. Wherever possible this easement will allow access to the water's edge. Leaseholders and lease requesters must demonstrate a willingness to include development of this linear easement prior to approval of the lease renewal or request. The character of the easement and the development will be tailored to match the accompanying requirements of the nearby municipality. Thereby, these public benefits will be accrued as the private sector finances approved projects on MSD leased land.

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WATERWAY STRATEGY RESOLUTION

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WHEREAS, The Metropolitan Sanitary District of Greater Chicago is entrusted with and dedicated to the preservation of clean water; and

WHEREAS, The Metropolitan Sanitary District of Greater Chicago recognizes that dramatic improvements in water quality will occur in the inland waterway system upon completion of the initial phases of the Tunnel and Reservoir Plan in 1985; and

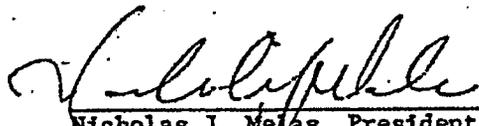
WHEREAS, The Metropolitan Sanitary District of Greater Chicago is the owner of more than 7,000 acres of property adjacent to the inland waterway system;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of The Metropolitan Sanitary District of Greater Chicago:

1. That henceforth all Metropolitan Sanitary District waterway property leases will encourage public open space, recreation and water edge accessibility in harmony with appropriately scaled industrial, commercial, and residential development thus motivating an extension of the benefits of Chicago's magnificent lakefront throughout the inland waterway system.
2. This Resolution shall be effective immediately upon its passage.

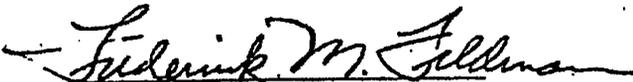
Dated: February 23, 1984.

Approved:

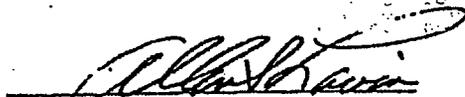


Nicholas J. Mezas, President
Board of Commissioners
The Metropolitan Sanitary District
of Greater Chicago

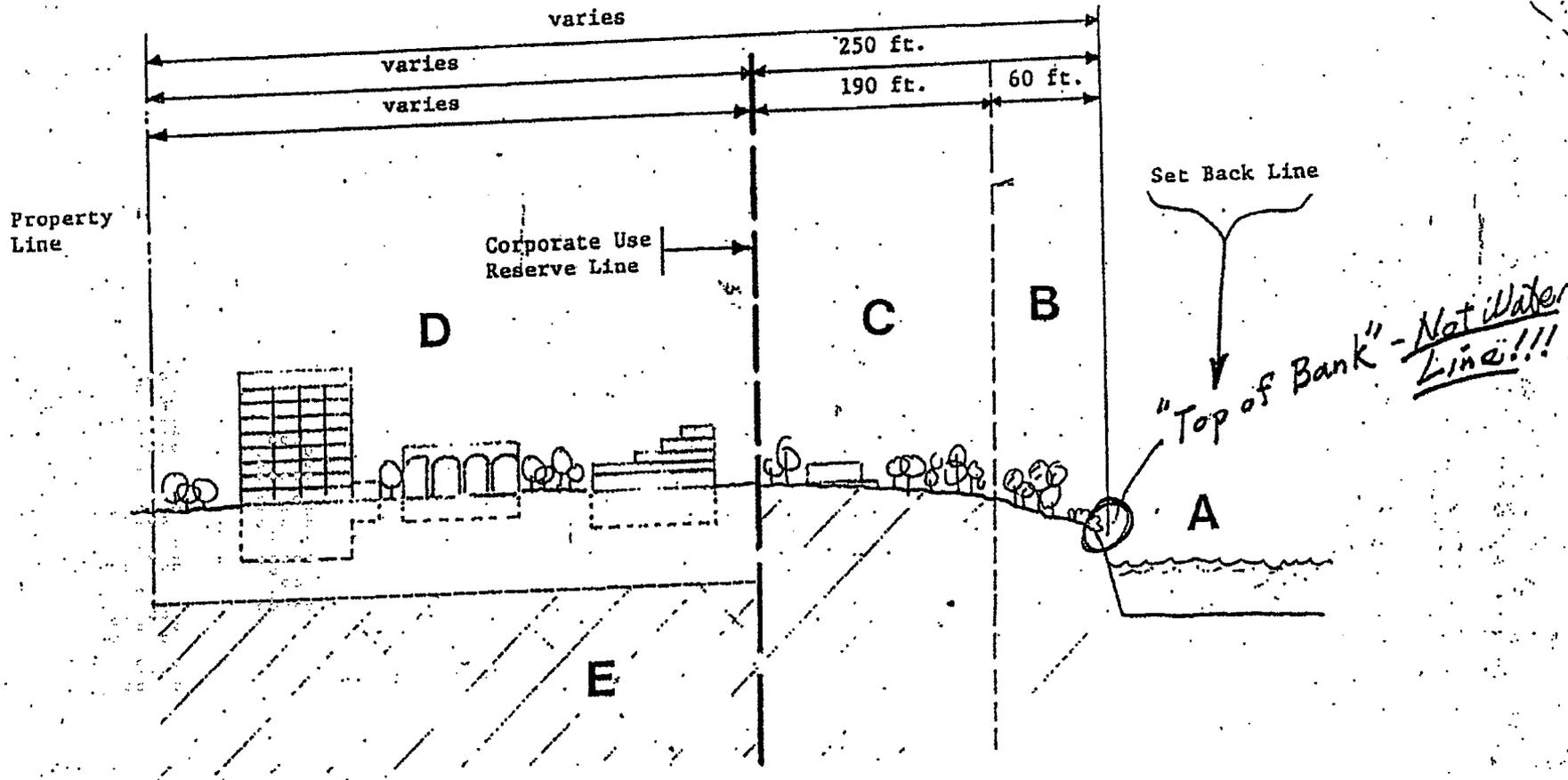
Approved as to Form & Legality:



Head Assistant Attorney



Attorney



LEGEND

- A. Waterway
- B. 60 foot Open Space Setback Area
- C. 190 foot Corporate Use Reserve Area
- D. Development Area
- E. Subsurface and Mineral Rights Reservation.

Mr. Raymond R. Rimkus
General Superintendent

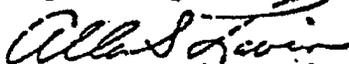
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March 7, 1985, Board Meeting
Deferred & Resubmitted for the
March 21, 1985, Board Meeting

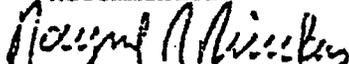
In the course of the development of the site-specific criteria for these parcels, the Chief Engineer reviewed the specific criteria for each parcel and distilled same into general criteria for implementation of the Waterway Strategy Resolution which, it is felt, addresses most contingencies to be encountered in connection with leasing or other use of any site along the District's waterways. A copy of those general criteria is attached hereto. It is believed that the approval of these criteria by the Board of Commissioners will provide the general guidelines by which the General Superintendent may evaluate requests for the leasing of Sanitary District waterway lands and determine applicants' willingness to comply therewith so that when any specific parcel is considered for offer for leasing, all or some of these general criteria may be developed and applied as specific restrictions in connection with the proposed leasing of a parcel developed to address the Waterway Strategy Resolution.

Accordingly, it is respectfully requested that the General Superintendent recommend to the Board of Commissioners that it accept and approve the attached criteria as being adequate to provide general guidance in addressing the impact of the Waterway Strategy Resolution with respect to leasing or development of any parcel of Sanitary District waterways land. Henceforth, with respect to each specific leasing activity, site-specific criteria developed in conformity with these guidelines will be established by staff and presented to the Board of Commissioners when approval to commence statutory leasing procedures is requested with respect to any specific parcel.

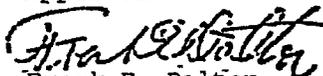
Respectfully submitted,


Allen S. Lavin, Attorney

Recommended:


Raymond R. Rimkus
General Superintendent

Approved:


Frank E. Dalton
Chief Engineer

Prepared by:


Frederick M. Feldman
Head Assistant Attorney

ASL:FMF:sg

It is the intent of the Sanitary District to have a well-maintained and attractive river edge on all of the property it owns adjacent to the inland waterway system. In order to accomplish this goal, the Sanitary District requires a 60-foot waterway edge easement to be included in its land leases. The lessee will be responsible for bank stabilization and the construction and maintenance of a landscaped visual screen.

The Sanitary District will allow a 20 percent plus or minus variation in the 60-foot scenic easement in order to allow for site development criteria, existing topography, existing vegetation, and the development of a "natural" river's edge.

The Sanitary District will allow its river edge property to be utilized by the lessee for the purpose of waterborne commerce. However, the lessee will be responsible for the construction and maintenance of a docking facility compatible with the visual intent of the scenic easement.

The Sanitary District will not allow the permanent storage of unsightly materials and/or debris within either the scenic easement or the docking area. In addition, the unscreened storage of material will not be allowed anywhere within the lease.

It is the intent of the Sanitary District to maintain, where possible, a "natural" appearance to its properties by retaining existing vegetative cover. However, the Sanitary District recognizes that site development will sometimes necessitate the removal of existing vegetative cover. In those cases, the Sanitary District will require the lessee to reestablish vegetative cover in the same quantities and qualities as those removed. The reestablished plan materials are to be considered as an addition to the landscaping required within the scenic easement.

The Sanitary District, within its leasing procedures, requires that the lessee comply with local zoning and setback requirements. In addition, the Sanitary District will reserve the right to retain access across the leased parcel to obtain access to the water-edged lands.

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WATERWAY STRATEGY RESOLUTION R84-005 .

WHEREAS, The Metropolitan Sanitary District of Greater Chicago is entrusted with and dedicated to the preservation of clean water; and

WHEREAS, The Metropolitan Sanitary District of Greater Chicago recognizes that dramatic improvements in water quality will occur in the inland waterway system upon completion of the initial phases of the Tunnel and Reservoir Plan in 1985; and

WHEREAS, The Metropolitan Sanitary District of Greater Chicago is the owner of more than 7,000 acres of property adjacent to the inland waterway system;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of The Metropolitan Sanitary District of Greater Chicago:

1. That henceforth all Metropolitan Sanitary District waterway property leases will encourage public open space, recreation and water edge accessibility in harmony with appropriately scaled industrial, commercial, and residential development thus motivating an extension of the benefits of Chicago's magnificent lakefront throughout the inland waterway system.
2. This Resolution shall be effective immediately upon its passage.

DATED: February 23, 1984.

Approved as to Form & Legality:

FREDERICK M. FELDMAN
Head Assistant Attorney

ALLEN S. LAVIN
Attorney

Approved:

NICHOLAS J. Melas
President,
Board of Commissioners of
The Metropolitan Sanitary
District of Greater Chicago

On roll call the motion was carried by the following vote:

Yeas: Mrs. Alter, Mr. Fuller, Mr. Kirie, Mrs. Peters; Messrs. Troy, Viverito, Voss, Melas - (EIGHT)

Nays: None.

ORDINANCE

WHEREAS, The Metropolitan Sanitary District of Greater Chicago is empowered to prevent pollution of waterways within its jurisdiction;

WHEREAS, The Metropolitan Sanitary District of Greater Chicago is charged with the duty to study, investigate, and from time to time determine ways and means for removing from the waters within such Sanitary District so far as practicable all pollution and to determine methods of abating pollution that is detrimental to public health or to animals, fish, or aquatic life or detrimental to the practicable use of the waters for the purposes of recreation, industry, or agriculture;

WHEREAS, in recent years, the introduction of debris into waterways under the jurisdiction of The Metropolitan Sanitary District of Greater Chicago from privately-owned lands adjacent to such waterways has been experienced with increasing frequency;

NOW, THEREFORE, BE IT ORDAINED, by the Board of Commissioners of The Metropolitan Sanitary District of Greater Chicago:

ARTICLE I

Section 1) That all persons, whether legal or natural, who own land adjacent to waterways under the jurisdiction of The Metropolitan Sanitary District of Greater Chicago shall maintain his property in such a way as to prevent any debris, garbage, wastes, or other wastes as defined in Ch. 42, Ill. Rev. Stat., Sec. 326bb (1), from entering waterways under the jurisdiction of The Metropolitan Sanitary District of Greater Chicago.

Section 2) Failure of landowners for property adjacent to waterways under the jurisdiction of The Metropolitan Sanitary District of Greater Chicago to use, operate, or maintain their property as set forth in Section 1 herein shall be deemed a violation of this Ordinance.

Section 3) When, in the opinion of the General Superintendent of The Metropolitan Sanitary District of Greater Chicago, the landowner of property has acted contrary to the terms of this Ordinance, the General Superintendent shall, by conference, conciliation, or persuasion, endeavor to the fullest extent possible to eliminate or remedy such violation.

If those efforts have been unsuccessful, the General Superintendent may order any person who causes or allows actions contrary to this Ordinance to show cause before the Board of Commissioners of the Sanitary District why such actions should not be discontinued. A notice shall be served on the offending party specifying the time and place of a hearing to be held by the Board of Commissioners regarding the violation and directing the offending party to show cause before the Board why an order should not be made directing the discontinuance of such actions. The notice of the hearing shall be served personally or by Registered or Certified Mail

at least ten (10) days before the hearing; service may be had on any agent or officer of a corporation or municipality.

The Board of Commissioners may, itself, conduct the hearing and take the evidence or may designate any of its members or any officer or employee of the District:

- (a) to issue in the name of the Board notices of hearings requesting the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in any such hearings;
- (b) to take the evidence; and
- (c) to transmit a report of the evidence and hearing, including transcripts and other evidence, together with recommendations to the Board of Commissioners for action thereon.

At any public hearing, testimony taken before the Board or any person designated by it, must be under oath and recorded stenographically. The transcript so recorded will be made available to any member of the public or any party to the hearing upon payment of the usual charges therefor.

After the Board has reviewed the evidence, it may issue an order to the party responsible for the action directing that within a specific time period the discharge be discontinued unless adequate facilities or devices shall have been installed or existing adequate facilities or devices are properly operated to prevent actions contrary to the terms of this Ordinance and any other such orders as the Board may deem necessary.

ARTICLE II

Court Proceedings

Section 1) Violation of Order to be Considered Nuisance.

A violation of an Order of the Board of Commissioners shall be considered a nuisance. If any person maintains or operates his property so as to be in violation of the Order of the Board of Commissioners, the Sanitary District, acting through the General Superintendent, may commence an action or proceedings in the Circuit Court in and for the county in which the Sanitary District is located or operates facilities for the purpose of having the violation stopped either by mandamus or injunction.

Section 2) Penalties.

Whoever fails to comply with any provisions of this Ordinance or with an Order of the Board of Commissioners issued in pursuance of this Ordinance shall be fined not less than \$100.00 nor more than \$1,000.00 for each offense. Each day's continuance of such failure is a separate offense. The penalties so imposed, plus reasonable attorneys' fees, court costs, and other expenses of litigation, are recoverable by the Sanitary District upon its suit, as debts are recoverable at law.

Section 3) Injunctive Relief.

In addition to the penalties provided in the foregoing Section, whenever a person violates any provision of this Ordinance or fails to comply with any Order of the Board of Commissioners, the Sanitary District, acting through the General Superintendent, may apply to the Circuit Court of Cook County for the issuance of an injunction restraining the person violating the Ordinance or failing to comply with the Board Order.

ARTICLE III

Savings Clause

If the provisions of any paragraph, section, or article of this Ordinance are declared unconstitutional or invalid by the final decision of any court of competent jurisdiction, the provisions of the remaining paragraphs, sections, or articles shall continue in full force and effect.

ARTICLE IV

Effective Date

This comprehensive Amendment shall take effect immediately upon passage by the Board of Commissioners.

DATED: THIS 7TH DAY OF FEBRUARY, 1985.

Respectfully submitted,

RICHARD J. TROY, Vice President

Approved as to Form and Legality:

Michael H. Rosenberg
Principal Assistant Attorney

Allen L. Levine
Attorney

0504 Approved:

0504

NICHOLAS J. MELAS, President Member
of the Commissioners of The Metropolitan
Sanitary District of Greater Chicago