

may become liable, growing out of any injury to or death of persons or loss or damage to property which shall at any time during the term of this Lease be caused by or resulting from the migration of Hazardous Materials brought on the Demised Premises by Lessee to adjacent properties. In case any action, suit, proceeding or investigation shall be commenced against one or more of the Indemnified Parties growing out of any such loss, damage, cost or expense, Lessee shall give immediate written notice of the same to Lessor, and Lessee shall attend to the defense of the same and save and keep harmless the Indemnified Parties from all expense, attorney's fees, costs, disbursements and liabilities in any manner growing out of, pertaining to or connected therewith. Lessee shall not be responsible for attending to any defense without notice as provided herein.

Lessee shall be responsible for all costs for remediation of the Demised Premises for contamination that migrates from adjacent property during the term of the Lease but Lessor and Lessee may seek recovery from any responsible third party.

10.06 ENVIRONMENTAL COVENANTS

Lessee agrees to and covenants as follows:

- A. It has no knowledge of any pending or threatened:**
 - (1) Intentionally Deleted**
 - (2) complaints, notices, or requests for information directed to Lessee regarding potential liability under any Environmental Law, relating to or arising from the Demised Premises or other District property.**
- B. Lessee covenants and agrees that, throughout the term of the Lease, all Hazardous Materials which may be used by any person for any purpose upon the Demised 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.**
- C. Lessee 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, relating to the Demised Premises or other District property.**
- D. Lessee, to the best of its knowledge, is not a potentially responsible party with respect to any other facility receiving**

waste of Lessee (from the Demised 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.

- E. None of the manufacturing or distribution facilities of Lessee is subject to any environmental lien. "Environmental Lien" means a lien in favor of any government entity for any liability under any law relating to the environment or costs incurred by such government entity in response to the release or threatened release of any substance into the environment.**
- F. Lessee will take all reasonable steps to prevent and has no knowledge of any conditions on the Demised Premises that is or was alleged by any government entity or third party to be in 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 Lessee or any persons on the Demised Premises.**
- G. Intentionally Deleted**
- H. Intentionally Deleted**
- I. Lessee will not allow the installation of asbestos on the Demised Premises, or any item, article, container or electrical equipment, including but not limited to transformers, capacitors, circuit breakers, reclosers, voltage regulators, switches, electro-magnets and cable, containing PCBs.**
- J. Upon request from Lessor, Lessee shall prepare and submit a general statement to Lessor of its operations and maintenance program for any activities conducted on Demised Premises, describing its layout, process, method of inspections, reporting procedure, and maintenance of equipment, which shall be updated annually and submitted to Lessor on the anniversary date of the execution of the Lease.**
- K. Intentionally Deleted**
- L. Lessee shall notify Lessor in writing of any proposed significant renovation or improvement on or to the Demised Premises, which notice shall include any drawings, plans and specifications thereof, at least 30 days prior to beginning construction of any such renovation or improvement. For purposes of this subsection**

(L), renovation shall be deemed significant when the total cost exceeds \$10,000.00.

- M. To the event Lessee installs new underground utilities at the Demised Premises, Lessee 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 if necessary 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.**
- N. The aforesaid representations and warranties shall survive the expiration or termination of the Lease.**

10.07 DEFAULT (ENVIRONMENTAL)

The occurrence of any one or more of the following events shall constitute a default under this Lease Agreement, but said default shall not terminate the Lease unless Lessor notifies Lessee of termination in writing:

- A. The Demised Premises are listed or proposed for listing on the National Priorities List pursuant to Section 1.05 of the CERCLA, 42 U.S.C. Section 9605, on the CERCLIS, or on any other similar state list of sites or facilities requiring environmental investigation or cleanup.**
- B. Lessee is determined to have liability for underground storage tanks, active or abandoned, including petroleum storage tanks, on or under the Demised Premises, including any release of Hazardous Materials therefrom, that, singly or in the aggregate, have or may reasonably be expected to have a material adverse effect on the financial condition, operations, assets or business, properties or prospects of Lessee or its parent company.**
- C. Lessee is determined to have liability for polychlorinated biphenyls (PCBs) that require immediate remediation or cleanup or friable asbestos in such condition to cause or threaten to cause, a present health hazard on the Demised Premises or other District property that, singly or in the aggregate, has or may reasonably**

be expected to have a material adverse effect on the financial condition, operations, assets, business, properties, or prospects of Lessee, or its parent company.

- D. Lessee is determined to have liability under any Environmental Laws for any condition that exists at, on, or under the Demised Premises or other District property that, with the passage of time or the giving of notice, or both, gives rise to liability that, singly or in the aggregate, has or may reasonably be expected to have a material adverse effect on the financial condition, operations, assets, or business properties or prospects of Lessee, or its parent company.

10.08 COVENANTS (ENVIRONMENTAL)

Lessee 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 Demised Premises in compliance with all applicable Environmental Laws, keep all material permits, approvals, certificates, and licenses relating to Environmental Laws 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;
- (3) Provide notice to Lessor of the operation of any on-site non-hazardous waste disposal facility. For purposes of this subsection (A)(3), the term "waste" means any discarded or abandoned material, and the term "disposal facility" means any facility in which wastes are placed for disposal or storage, in each case, for longer than three (3) months.
- B. Notify Lessor by telephone within two hours of a known 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 Lessor within 72 hours of the event, with copies of all written notices by Lessee, its parent and its subsidiaries that are reported to government regulators or received from the government regulators.

- C. Provide such information that Lessor may reasonably request from time to time to determine compliance by Lessee with this Article.**
- D. Lessee covenants and agrees to cooperate with Lessor in any inspection, assessment, monitoring or remediation instituted by Lessor during the Lease term and to allow prospective tenants or purchasers reasonable access to the Demised Premises one year prior to the expiration of the Lease.**

10.09 COMPLIANCE (ENVIRONMENTAL)

Lessee 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. Lessee shall conduct a Phase I Environmental Assessment, at its own expense, with respect to the Demised Premises every 10th anniversary of the execution of this Lease, unless waived by the District, and submit such report within 90 days of completion. Lessee shall also submit the written report to Lessor within 90 days after each known spill or leak of a Hazardous Material. After review of each Phase I Environmental Assessment, or at any other time, upon receipt of any information or report Lessor, at its sole discretion, may require Lessee, at Lessee's expense, to obtain a Phase II Environmental Assessment with respect to the Demised Premises. The written report of the Phase II Environmental Assessment shall be submitted to Lessor within 120 days of Lessor's request for same. If the Phase II Assessment discloses the presence of any Hazardous Materials contamination on the Demised Premises or adjacent property, Lessee shall take immediate action to remediate the contamination and to restore the Demised Premises to a clean and sanitary condition and to the extent required by any and all environmental laws. Lessor may require Lessee to obtain a Phase I and Phase II Environmental Assessment with respect to the Demised Premises at any other time.**
- B. Intentionally Deleted**
- C. Capacitators, transformers, or other environmentally sensitive installations or improvements shall be removed at the end of the Lease at Lessor's election.**
- D. In addition to the Environmental Assessments required in paragraph A of this Article, Lessor shall have the right, but is not required to cause an independent environmental consultant,**

chosen by Lessor at its sole discretion, to inspect, assess and test the Demised Premises for the existence of any and all environmental conditions and any and all violations of Environmental Laws (Environmental Assessment). The scope, sequence and timing of the Environmental Assessment shall be at the sole expense and discretion of Lessor, provided, however, that Lessor shall coordinate the scheduling and timing of any Environment Assessment with Lessee to minimize any interference with Lessee's activities hereunder.

- E. If any Environmental Assessment reveals, or Lessor otherwise becomes aware of, the existence of any violation of any Environmental Laws caused during the term of this lease that either Lessee is unwilling to remediate or that Lessor is unwilling to accept, Lessee shall be in default under this Lease and Lessor shall have the right and option to terminate this Agreement and to declare it null and void.**

- F. Not less than one (1) year prior to the expiration of the Lease, Lessee shall have caused to be prepared and submitted to Lessor 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 Lessor, and dated not more than eighteen (18) months prior to the expiration of the Lease, showing that:**

 - (1) The Demised Premises and any improvements thereon do not materially deviate from any requirements of the Environmental Laws, including any licenses, permits or certificates required thereunder;**

 - (2) The Demised Premises property and any improvements thereon do not contain: (i) asbestos in any form; (ii) urea formaldehyde; (iii) items, articles, containers, or equipment which contain fluid containing polychlorinated biphenyls (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 or maintained on the Demised Premises, the exposure to which is prohibited, limited, or regulated by any Environmental Laws;**

- (4) If any Hazardous Materials were utilized and maintained on the Demised Premises during the term of this lease, the engineer has conducted and submitted a Phase II Environmental Assessment of the Demised Premises, which documents that the Demised 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"), caused by Lessee's use of the Demised Premises and describes any submission by Lessee concerning said environmental matter which it intends to give, has been given or should be given with regard to the Demised 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.**
- G. In the event Lessee should receive a Notice of Environmental Problem relating to the Demised Premises, Lessee shall promptly provide a copy to Lessor, and in no event later than seventy-two (72) hours from Lessee'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) Lessee has violated, or is about to violate, any Environmental Laws relating to the Demised Premises; (ii) there has been a release, or there is a threat of release, of Hazardous Materials, on the Demised Premises, or any improvements thereon; (iii) Lessee will be liable, in whole or in part, for the costs of cleaning up, remediating, removing, or responding to a release of Hazardous, relating to the Demised Premises ; or (iv) any part of the Demised 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 a Hazardous Material.**

10.10 INSPECTION AND RIGHT OF INSPECTION (ENVIRONMENTAL)

- A. In the event Lessee receives a Notice of Environmental Problem as defined in Paragraph 10.10G, Lessee shall, within ninety (90) days, submit to Lessor a written report in scope, form and substance, and prepared by an independent, competent and qualified, professional, registered engineer, satisfactory to Lessor, 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, indicating whether any evidence or indication came to light which would suggest there was a release of substances on the Demised Premises which could necessitate an environmental response action, and which describes the Demised Premises compliance with, or lack thereof, and with all applicable Environmental Laws or certificates required thereunder, and Lessee's compliance with the representations and warranties previously set forth in this Lease. After review of the written report, Lessor may require Lessee to submit a written Phase II Environmental Assessment pursuant to provisions set forth in paragraph 10.10A.**
- B. Lessor hereby expressly reserves to itself, its agents, attorneys, employees, consultants, and contractors, an irrevocable license and authorization to enter upon and inspect the Demised 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 Demised Premises or improvements thereon, as Lessor, in its sole discretion, determines is necessary to protect its interests. The scope, sequence and timing of tests shall be at the sole expense of Lessor, and Lessor shall coordinate the scheduling and timing of tests with Lessee to minimize any interference with Lessee's activities hereunder.**

ARTICLE 11

11.1 The Lessee acknowledges that the District has previously granted the City of Chicago (City) easement rights to a portion of the Demised Premises under that certain Easement Agreement originally dated September 16, 1999 and any subsequent amendments thereto (Easement) and that Lessee's rights hereunder are subject to the rights granted to the City under the Easement.

11.2 Nothing provided herein shall be construed as a waiver of either the Lessor's or the Lessee's rights under the Local Government Employees Tort Immunity Act as it relates to claims from third parties.

IN WITNESS WHEREOF, the METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO has caused this instrument to be executed in triplicate by the Chairman of the Committee on Finance of its Board of Commissioners and attested by its Clerk, and its corporate seal to be hereunto affixed; and Lessee has caused this instrument to be executed in triplicate by its President and attested by its Secretary and its corporate seal to be hereunto affixed all the day and year first above written.

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

By:


Marcelino Garcia
Chairman of Committee on Finance

ATTEST:


Jacqueline Torres, Clerk



Board of Education of the City of Chicago

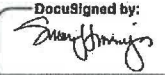
By:

DocuSigned by:

Jianan Shi
President

DS


ATTEST

DocuSigned by:

By: **Susan J. Narrajos**
Secretary

DocuSigned by:

By: **Pedro Martinez**
Chief Executive Officer

Approved as to legal form:  
By: **Ruchi Verma, General Counsel**

Board Report No: 23-0628-OP2

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Michelle M. Valdez Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Marcelino Garcia 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 9th day of August, A.D. 20 23.

Michelle M. Valdez
Notary Public

My Commission expires:

5/22/2026



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jianan Shi, is the President of the Board of Education of the City of Chicago, an Illinois municipal corporation, and Pedro Martinez is the Chief Executive Officer of said municipal corporation, and that they authorized this instrument to be executed with their signatures through the use of an electronic system provider (DocuSign) and that said executed instrument be delivered as their own free and voluntary act and as the free and voluntary act of said municipal corporation for the uses and purposes therein.

Given under my hand and notarial seal this 24th day of July, 2023.

Barbara White



My Commission Expires: 12/28/2026

APPROVED AS TO FORM AND LEGALITY:

Brendan Dailey
Head Assistant Attorney or

Susan T. Morakos / Kama
General Counsel

APPROVED:

Brian Beckovich
Executive Director

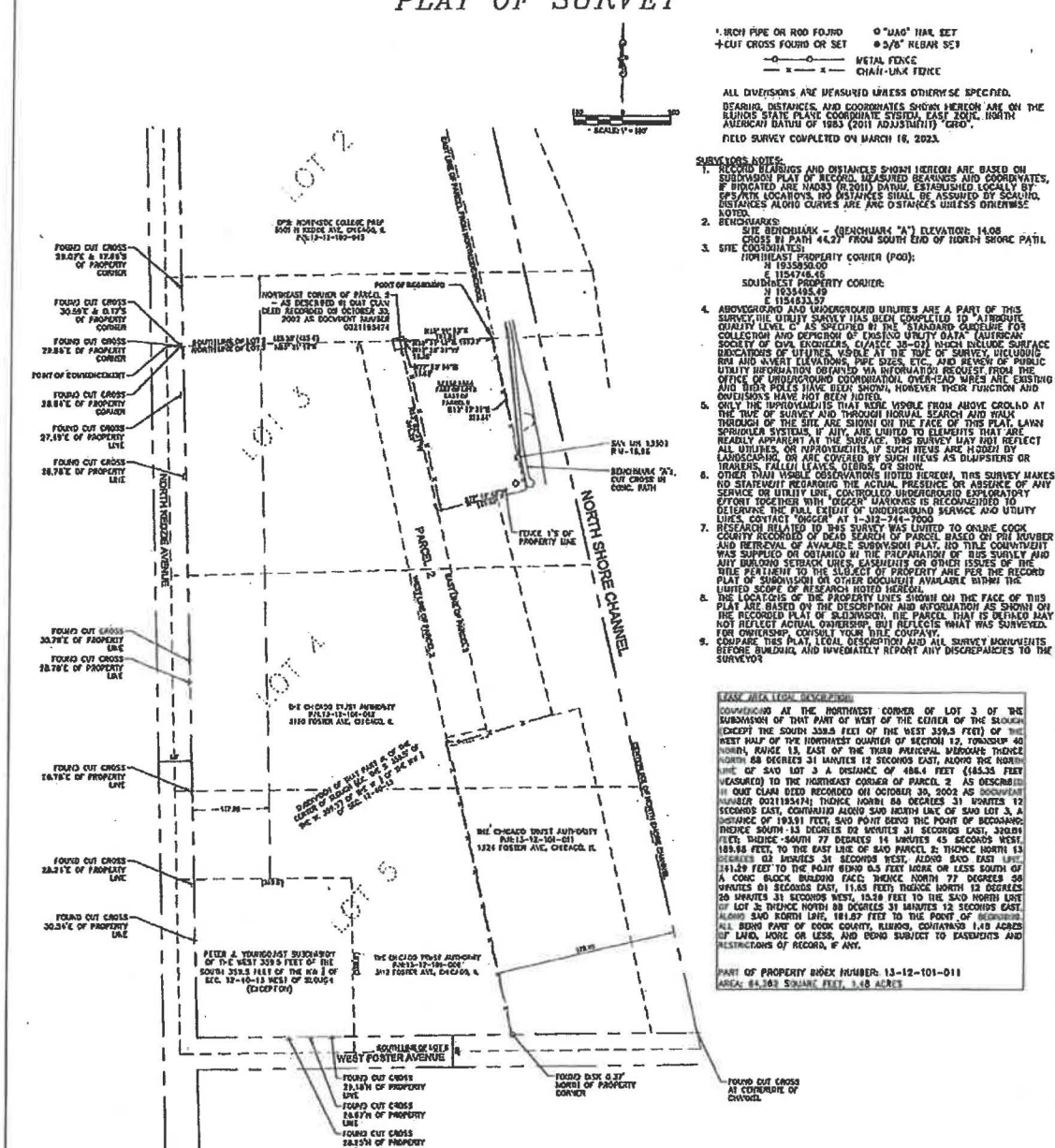
RECEIVED:

Fee Pending

Insurance

Bond _____

PLAT OF SURVEY

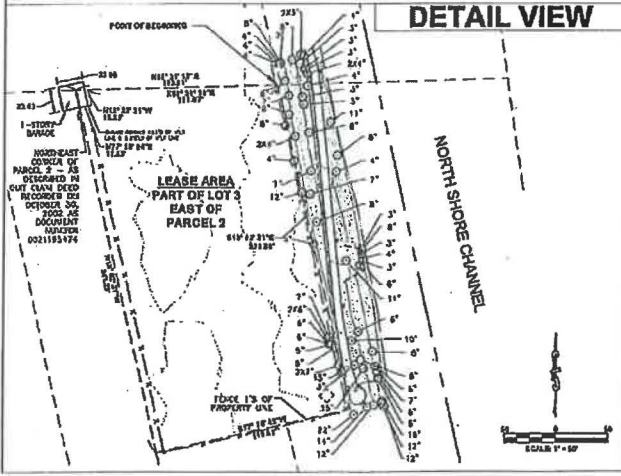


- 1. IRON PIPE OR ROD FOUND
- 2. CUT CROSS FOUND OR SET
- 3. "UAG" MARK SET
- 4. 3/8" REBAR SET
- 5. METAL FENCE
- 6. CHAIN-LINK FENCE

ALL DIMENSIONS ARE MEASURED UNLESS OTHERWISE SPECIFIED.
 BEARING, DISTANCES, AND COORDINATES SHOWN HEREON ARE ON THE ILLINOIS STATE PLATE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT) "CRD".
 FIELD SURVEY COMPLETED ON MARCH 16, 2023.

- SURVEYOR'S NOTES:**
1. RECORD BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON SUBDIVISION PLAT OF RECORD, MEASURED BEARINGS AND COORDINATES, IF INDICATED ARE NAD83 (2011) DATA ESTABLISHED LOCALLY BY GPS/RTK LOCATIONS. NO DISTANCES SHALL BE ASSUMED BY SCALING. DISTANCES ALONG CURVES ARE AND OBTAINED UNLESS OTHERWISE NOTED.
 2. BENCHMARKS:
 SITE BENCHMARK - (BENCHMARK "A") ELEVATION: 14.08
 CROSS IN PATH 44.27' FROM SOUTH END OF NORTH SHORE PATH
 NORTH-EAST PROPERTY CORNER (POD):
 N 155890.60
 E 115476.45
 SOUTHWEST PROPERTY CORNER:
 N 155890.60
 E 115483.35
 3. SITE COORDINATES:
 NORTH-EAST PROPERTY CORNER (POD):
 N 155890.60
 E 115476.45
 SOUTHWEST PROPERTY CORNER:
 N 155890.60
 E 115483.35
 4. ABOVEGROUND AND UNDERGROUND UTILITIES ARE A PART OF THIS SURVEY. THE UTILITY SURVEY HAS BEEN COMPLETED TO ADEQUATE EXTENT AS SHOWN IN THE STANDARD SEARCH AND YOUR COLLECTION AND DEFINITION OF EXISTING UTILITY DATA (AUTOMATIC SOCIETY OF CIVIL ENGINEERS, CHAPTER 38-02) WHICH INCLUDE SURFACE INDICATIONS OF UTILITIES, VERTS, AT THE TIME OF SURVEY. INCLUDING BUT NOT LIMITED TO: CEMENT, METAL, PLASTIC, AND IRON. THE OFFICE OF UNDERGROUND COORDINATION OVERHEAD WIRES ARE EXISTING AND THEIR POSITIONS HAVE BEEN SHOWN, HOWEVER THEIR FUNCTION AND DIMENSIONS HAVE NOT BEEN NOTED.
 5. ONLY THE IMPROVEMENTS THAT WERE VISIBLE FROM ABOVE GROUND AT THE TIME OF SURVEY AND THROUGH NORMAL SEARCH AND YOUR THROUGH THE SITE ARE SHOWN ON THE FACE OF THIS PLAT. LAYON EXISTING UTILITIES IF ANY, ARE UNLESS STATED OTHERWISE THAT ARE READILY APPARENT AT THE SURFACE. THIS SURVEY MAY NOT REFLECT ALL UTILITIES OR IMPROVEMENTS IF SUCH ITEMS ARE HIDDEN BY OBSTRUCTIONS OR ARE COVERED BY SURFACE OBSTRUCTIONS OR IRREGULAR FOLIAGE, LEAVES, BRANCHES, OR OTHER OBSTRUCTIONS.
 6. OTHER THAN USUAL CONSIDERATIONS HEREON, THIS SURVEY MAKES NO STATEMENT REGARDING THE ACTUAL PRESENCE OR ABSENCE OF ANY SERVICE OR UTILITY LINE CONTROLLED BY UNDERGROUND EXPLORATORY EFFORT TOGETHER WITH "LOGGER" DEVICES IS RECOMMENDED TO DETERMINE THE FULL EXTENT OF UNDERGROUND SERVICE AND UTILITY LINES. CONTACT "LOGGER" AT 1-312-741-7000.
 7. RESEARCH RELATED TO THIS SURVEY WAS LIMITED TO ONLINE COOK COUNTY RECORDS OF DEED SEARCH OF PARCEL BASED ON PLOT NUMBER AND RETRIEVAL OF AVAILABLE SUBDIVISION PLAT. NO TITLE COMMITMENT WAS SUPPLIED OR OBTAINED IN THE PREPARATION OF THIS SURVEY AND ANY UNDERGROUND UTILITY, EXISTENCE OR OTHER ISSUES OF THE TITLE PERTAINING TO THE SUBJECT OF PROPERTY ARE PER THE RECORD PLAT OF SUBDIVISION OR OTHER DOCUMENT AVAILABLE WITHIN THE LIMITED SCOPE OF RESEARCH NOTED HEREON.
 8. THE BEARINGS OF THE PROPERTY LINES SHOWN ON THE FACE OF THIS PLAT ARE BASED ON THE DESCRIPTION AND INFORMATION AS SHOWN ON THE RECORDED PLAT OF SUBDIVISION. THE PARCEL THAT IS DELETED MAY NOT REFLECT ACTUAL OWNERSHIP, BUT REFLECTS WHAT WAS SURVEYED FOR OWNERSHIP. CONSULT YOUR TITLE COMPANY.
 9. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY BEFORE BUILDING, AND IMMEDIATELY REPORT ANY DISCREPANCIES TO THE SURVEYOR.

TASK AREA LOCAL DESCRIPTION:
 COMMENCING AT THE NORTHWEST CORNER OF LOT 3 OF THE SUBDIVISION OF THAT PART OF WEST OF THE CORNER OF THE SECTION (EXCEPT THE SOUTH 338.8 FEET OF THE WEST 319.5 FEET) OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, BEARING S 1 DEGREE 31 MINUTES 12 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 3 A DISTANCE OF 486.4 FEET (485.35 FEET MEASURED TO THE NORTHWEST CORNER OF PARCEL 2 AS DESCRIBED IN DEED RECORD NO. 021195474, BEARING S 1 DEGREE 12 SECONDS EAST, CONTAINING ALONG SAID NORTH LINE OF SAID LOT 3, A DISTANCE OF 19.51 FEET, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 13 DEGREES 09 MINUTES 31 SECONDS EAST, 330.01 FEET; THENCE SOUTH 77 DEGREES 14 MINUTES 43 SECONDS WEST, 188.88 FEET; TO THE EAST LINE OF SAID PARCEL 2; THENCE NORTH 13 DEGREES 02 MINUTES 31 SECONDS WEST, ALONG SAID EAST LINE, 381.29 FEET TO THE POINT BEING 0.5 FEET MORE OR LESS SOUTH OF A CONC. BLOCK BUILDING FACE; THENCE NORTH 77 DEGREES 08 MINUTES 01 SECONDS EAST, 11.63 FEET; THENCE NORTH 12 DEGREES 20 MINUTES 31 SECONDS WEST, 10.58 FEET TO THE SAID NORTH LINE OF LOT 3; THENCE NORTH 88 DEGREES 31 MINUTES 12 SECONDS EAST, ALONG SAID NORTH LINE, 181.27 FEET TO THE POINT OF BEGINNING. SAID POINT OF BEGINNING, BEING THE POINT OF BEGINNING OF SAID LAND, MORE OR LESS, AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.



DETAIL VIEW

STATE OF ILLINOIS
 COUNTY OF COOK

THIS IS TO CERTIFY THAT WE, ATLAS ENGINEERING GROUP, LLC, AN ILLINOIS PROFESSIONAL DESIGN FIRM, LICENSE 184-000666, HAVE SURVEYED THE PLAT SHOWN HEREON IN SECTIONS 12, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN HEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE REPLICATED, UNLESS THE DESIGN GROUP, LLC, IN THE STATE OF ILLINOIS.

DATED AT DEERFIELD, ILLINOIS THIS _____ DAY OF _____, 20____ A.D.

BRANK V. ROSSER
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 013-007613
 LICENSE EXPIRATION DATED NOVEMBER 30, 2024

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MAXIMUM STANDARDS FOR A COGNATE SURVEY.

Any electronic reproduction of this plat shall be void unless it is a true and correct copy of the original plat as shown on the original plat, in conformance with statutory requirements.

DESIGNED BY: [Signature]
 CHECKED BY: [Signature]
 SURVEYED BY: [Signature]

ATLAS ENGINEERING GROUP, LLC
 624 DePuy Group, LLC
 201 N. Lincoln Ave., Suite 200
 Chicago, Illinois 60610

PLAT OF SURVEY

SHEET 1 OF 1

PARCEL TAKE EXHIBIT

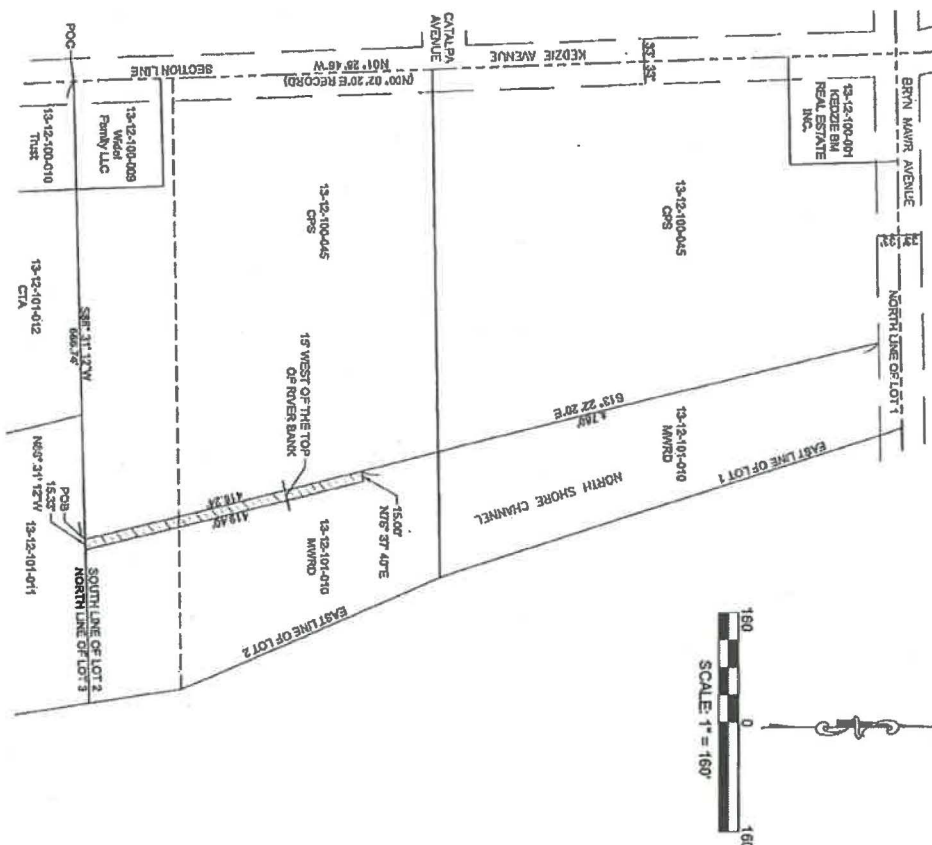


EXHIBIT A

Any electronic/reproducible signature shown herein is for electronic transmittal only. The original plot and all authorized hard copy prints will have an original signature, in conformance with statutory requirements.

LEGAL DESCRIPTION

THAT PART OF LOT 2 IN THE SUBDIVISION OF THAT PART WEST OF CENTER OF SLUGH OF THE WEST 1/2 OF THE NORTHEAST QUARTER OF SECTION 12 TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS BOUNDED AND DESCRIBED AS FOLLOWS:
 THE WEST 15 FEET FROM THE TOP OF THE RIVERBANK OF THE 30 FEET WEST OF THE TOP OF RIVERBANK, SOUTH FROM A POINT +/- 780 FEET SOUTH OF BRN MAWR AVENUE'S SOUTH RIGHT-OF-WAY LINE AS DESCRIBED IN THE CITY OF CHICAGO PD; SAID STRIP OF LAND COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 88 DEGREES 31 MINUTES 12 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT TWO, 686.74 FEET TO THE SOUTHEAST CORNER OF THE CPS PROPERTY UNDER THE PIN 13-12-100-045 AND THE POINT OF BEGINNING; THENCE NORTH 13 DEGREES 22 MINUTES 20 SECONDS WEST, ALONG THE EAST LINE OF SAID CPS PROPERTY, 416.24 FEET; THENCE NORTH 76 DEGREES 37 MINUTES 40 SECONDS EAST, 15.00 FEET; THENCE SOUTH 13 DEGREES 22 MINUTES 20 SECONDS EAST, 419.40 FEET TO THE SOUTH LINE OF SAID LOT 2; THENCE SOUTH 88 DEGREES 31 MINUTES 12 SECONDS WEST, 16.33 FEET TO THE POINT OF BEGINNING.

PART OF PROPERTY INDEX NUMBER: 13-12-101-010
 AREA: 6,279 SQUARE FEET, 0.144 ACRES

Surveyor's Certification:

STATE OF ILLINOIS }
 COUNTY OF COOK } S.S.
 I, Rank V. Rogers, an Illinois Professional Land Surveyor, hereby certify that the property herein described was surveyed under my supervision and that the plot hereon shown is a representation of said survey. This professional service conforms to the current Illinois Minimum Standards for a Boundary Survey. Dated at Chicago, IL, this _____ day of _____, 20____.
 Atlas Engineering Group, LTD.

Rank V. Rogers
 Illinois Professional Land Surveyor No. 3765
 License Expires November 30, 2022
 Field Work Completed: January 1, 2022



		535 Lexington Plaza, Ltd. 535 Lexington Plaza, Ltd. 535 Lexington Plaza, Ltd. 535 Lexington Plaza, Ltd.	
PARCEL TAKE EXHIBIT		SHEET 1 OF 1	



EXHIBIT B

Metropolitan Water Reclamation District of Greater Chicago
Green Infrastructure ("GI") Land-Use Policy Form for Public Leases
 (Complete All Applicable Sections Fully)

- 1) **Lessee's Name:** The Board of Education of the City of Chicago
- 2) **Leased Premises:** Address: 5501 N. Kedzie Ave & 3024 W. Foster Ave, Chicago, Illinois District Channel Atlas Parcel No.: 9.16 & 9.17
 Street City/Township
 Approx. # of acres: 1.62 Ac. Approx. surface area of impervious surfaces (e.g., paved surfaces, rooftops): 2,001 sq. ft.
- 3) **Location of GI:** (check one box) on Leased Premises off-site both
 If off-site, address where GI will be installed: 5501 N. Kedzie Ave, Chicago, Illinois 13-12-100-045
 Street City/Township Permanent Index Number

- 4) **Volume Control Storage to be Provided:** The District's Comprehensive Land Use Policy requires new or renewed leases to governmental entities to incorporate green infrastructure. Please complete the blanks below to demonstrate the Design Retention Capacity ("DRC") to be provided and maintained over the lease term.

STEP 1. DETERMINE GROSS REQUIRED DRC: Lessees must provide gross volume control storage equal to the capture of 1-inch of runoff (or .083 feet) from impervious surfaces located or to be located on the Leased Premises or 5,000 gallons per leased acre, whichever results in greater retention.

	Leased Premises	Area	Multiplier	Required DRC (gal)		BOX A	
Method 1	Total Site (ac)	1.62 ac	5000 gal/ac	8,100	}	Gross Required DRC (gal):	8,100
Method 2	Impervious Surfaces (sq ft)	2,001 sf	0.623 gal/sq ft*	1,247			

Select larger volume

*This multiplier is equal to the capture of 1-inch of runoff (0.623 gal/sq ft = 1/12 ft x 7.48 gal/ft³)

STEP 2. DETERMINE TOTAL CREDITED DRC: If Method 2 resulted in a greater volume, enter 0 gal in Box B and proceed to Step 3. If Method 1 resulted in a greater volume, Lessees may seek DRC credit for existing green infrastructure on the leasehold, provided that plans are submitted to preserve and maintain that infrastructure over the lease term. The plans must be stamped by a licensed Professional Engineer. In reviewing these plans, the maximum DRC credited by the District for existing infrastructure on the leasehold will be based on the following guidelines:

Pervious Surfaces	DRC (gal/acre)	Acres	Credited DRC (gal)
Naturalized Preserve Areas	5000		
Existing Green Infrastructure	5000 or PE calculated		
Open Space Areas	4700	1.48 ac	6,956
Preserve Enhancement Areas	5130		

BOX B

Total Credited DRC (gal):	6,956
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Naturalized Preserve Areas include but are not limited to the following: unmowed grasslands; meadows; prairies; woodlands; forests; riparian environments; and surface waters including streams, rivers, lakes, reservoirs, detention basins, lagoons, and wetlands.

Existing Green Infrastructure includes but is not limited to the Green Infrastructure technologies listed on the GI Table on page 2 and as further defined in the Watershed Management Ordinance and the Consent Decree. These areas must be maintained and appropriately managed by the lessee during the entire duration of the lease term.

Open Space Areas include pervious land cover that is undeveloped (no significant built structures) and intended for recreation. Open space may also include sidewalk, bike path, and nature or walking trail development less than or equal to fourteen feet in width. These areas must be maintained and appropriately managed by the lessee during the entire duration of the lease term.

Preserve Enhancement Areas include hydrologic and hydraulic improvements to Naturalized Preserve Areas or Open Space Areas. These enhancements are not limited to the following: removing underdrain/field tile; planting deep-rooted native vegetation; and grading to create depressional storage areas. A site grading drawing showing hydrologic/hydraulic improvements and/or detailed description of specific improvements and how the enhancement will benefit the naturalized preserve area must be submitted by the landscape architect, qualified wetland specialist, or a professional engineer for review and approval by the MWRD. The Preserve Enhancement Area shall have a minimum plant density of 75% plant coverage and a minimum plant height of 1.5 feet. These areas must be maintained and appropriately managed by the lessee during the entire duration of the lease term.



STEP 3. DETERMINE DRC REQUIRED FROM NEW GI PROJECTS: Lessee must meet its Gross Required DRC through Total Credited DRC and new green infrastructure projects. The lessee must pay for and install new green infrastructure to meet its Required DRC.

Gross Required DRC (gal) from Box A	8,100
subtract	
Total Credited DRC (gal) from Box B	6,956
equals	
Required DRC from new GI Projects (gal):	1,144

For new GI projects, the DRC may be calculated through either of the following methods:

- **Project Plans:** You may submit project plans stamped by a Professional Engineer along with this form. The Plans must specify the maximum available retention capacity of the green infrastructure technology in any individual storm event, and the calculations used to determine the green infrastructure technology's retention capacity in gallons. Plans must show topography and area tributary to any new GI. Tributary area can be onsite or offsite impervious areas (roadways, parking lots, etc).
- **GI Table:** In the absence of project plans stamped by a Professional Engineer, refer to the chart below to determine your new GI project's DRC. A site drawing that adequately depicts the location of all buildings, impervious surfaces, and proposed GI, as well as a cross-section detail of the proposed GI, must be enclosed with this form.

Green Infrastructure Technology	Quantity	Unit	DRC (gallons)	Quantity Proposed	DRC of GI (gal)
Rain Gardens	100	sq. ft.	200		
Native Plants/Landscaping	100	sq. ft.	150		
Stormwater Trees	100	Trees	1000		
Porous Pavement	100	sq. ft.	1000		
Bio-Swales	100	sq. ft.	500		
Green Roofs	100	sq. ft.	300		
Greenways	100	sq. ft.	63		

Total DRC of new GI Projects:	1,298 gal
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5) **Watershed Management Ordinance ("WMO"):** GI provided herein must be above and beyond what is required under the District's WMO. Article 503 of the WMO, in particular, requires non-residential development or redevelopment greater than 1/2 acre to provide volume control storage for the first inch of runoff from newly created impervious surfaces. If the WMO requirements apply to the leased premises, provide:

WMO Permit No(s): N/A

Volume Control in Gallons Required under WMO: N/A

CERTIFICATION: I certify that I am an authorized representative of Lessee, that the information contained in this form and its attachments is true and correct to the best of my knowledge, and that the GI referenced herein is not otherwise required by federal, state, or local law, including the District's ordinances and policies other than the GI provisions contained in the District's Comprehensive Land Use Policy.

Date: 05/31/2023

Signature: 

Printed Name: John Helfrich, PE, ENV SP

Title: Senior Project Manager - TERRA Engineering, Ltd.

For MWRD Use Only:

The tenant's proposed plan, including this form and all indicated attachments, meets the MWRD technical requirements for DRC compliance.

Checked By:  Digitally signed by Peter Duhon
DN: cn=Peter Duhon, o=MWRD, ou=Engineering, email=Peter.Duhon@mwrdd.org

Date: 6/09/2023

Approved By:  **Contact Info:** feltesd@mwrdd.org

Date: 6/20/2023

Completion date when all GI is to be installed for DRC Requirements: 6/20/2025

The District's Waterway Strategy

A. District Lands Contiguous to Waterways

1. **Setback Requirements:** It is the intent of the District to have a well-maintained and attractive river edge of all of the property it owns adjacent to waterways, including the Chicago River, the Chicago Sanitary & Ship Canal (a.k.a. Main Channel), the North Shore Channel, and the Cal-Sag Channel. In order to accomplish this goal, the District requires a waterway edge easement to be included in its land leases. Unless otherwise authorized by the Board of Commissioners, the width of the easement shall be a minimum of 60 feet and up to 100 feet, when feasible. Such width shall be measured from the edge of the water at normal water levels, then inward across the leased premises at a 90 degree angle, or best approximation thereof, from the water's edge. No lessee of the District shall cause, or allow to be caused, any impediment to be constructed or placed upon such easement, whether it be a permanent structure such as a building, or moveable objects such as unsightly materials and debris. Buildings existing at the time this policy is enacted shall be grandfathered in.
2. **Bank Stabilization and Landscaped Visual Screening.** All lessees shall be responsible for bank stabilization and the construction and maintenance of a landscaped visual screen that effectively screens the leased premises from the viewpoint of the waterway edge easement. The recommended landscaped visual screen, whenever possible, shall consist of native vegetative cover. In the event that site development necessitates removal of existing vegetative cover, the lessee shall be required to promptly reestablish native vegetative cover in the same quantities as those removed during the development.
3. **Penalties:** Any lessee's failure to comply with the requirements contained in subsections A(1) and A(2) above shall constitute a breach of the lease agreement by the lessee and shall be grounds for the District, at its option, to terminate the lease agreement. The District shall also have the right to recover from the lessee any and all reasonable costs associated with correcting each such violation, including, but not limited to, remediation costs to have the violations corrected, as well as court costs and attorneys' fees for filing an action in circuit court seeking an order to have the lease agreement terminated on these grounds.

B. North Shore Channel – Additional Requirements

1. **Limitations on Use of Lands Contiguous to North Shore Channel:** All District lands contiguous to either side of the North Shore Channel, starting from the south at Devon Avenue and continuing north to, and including, Wilmette Harbor, shall be dedicated and used exclusively as open green space and public recreational use.
2. **Special Lease Conditions:** All District leases pertaining to lands contiguous to the North Shore Channel shall require continuous trails, boat access, and bank stabilization; however, in the case of renewed District leases to public agencies, the stated policy shall apply only to the extent it is economically feasible and consistent with existing public uses.

- C. **Exceptions:** Any use of District land that is prohibited by or inconsistent with the terms of this Paragraph 3.4 shall be permitted only upon one or more of the following conditions:

