



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

September 12, 2019

SUBJECT: FAP Route 370 (Western Ave.)
Project NHPP-FKAK(672)
Section 0103BR-1
Cook County
Contract No. 60K72
Item No. 3, September 20, 2019 Letting
Addendum A

NOTICE TO PROSPECTIVE BIDDERS:

Attached is an addendum to the plans or proposal. This addendum involves revised and/or added material.

1. Revised the Schedule of Prices.
2. Revised page iii of the Table of Contents of the Special Provisions.
3. Added pages 203-232 to the Special Provisions.
4. Revised sheets 10, 11, 14, 22 and 28 of the Plans.
5. Added SGR's and As Built plans to the additional information folder.

Prime contractors must utilize the enclosed material when preparing their bid and must include any changes to the Schedule of Prices in their bid.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jack A. Elston".

Jack A. Elston, P.E.
Bureau Chief, Design and Environment

MTS

| | |
|---|-----|
| STEEL COST ADJUSTMENT (BDE) | 188 |
| STEEL PLATE BEAM GUARDRAIL MANUFACTURING (BDE) | 191 |
| SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE) | 191 |
| SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)..... | 191 |
| TEMPORARY PAVEMENT MARKING (BDE)..... | 192 |
| TRAINING SPECIAL PROVISIONS (BDE) | 194 |
| IDOT TRAINING PROGRAM GRADUATE ON-THE-JOB TRAINING SPECIAL PROVISION. | 197 |
| TRAFFIC CONTROL DEVICES - CONES (BDE)..... | 199 |
| WARM MIX ASPHALT (BDE) | 200 |
| WEEKLY DBE TRUCKING REPORTS (BDE)..... | 202 |
| ENGINEER'S FIELD OFFICE TYPE A (SPECIAL) | 203 |
| METROPOLITAN WATER REHABILITATION DISTRICT AGREEMENT | 205 |
| RAILROAD PROTECTIVE LIABILITY INSURANCE | 232 |

ENGINEER'S FIELD OFFICE TYPE A (SPECIAL)

Effective: December 1, 2011

Revised: May 1, 2013

Revise the first paragraph of Article 670.02 to read:

670.02 Engineer's Field Office Type A (Special). Type A (Special) field offices shall have a ceiling height of not less than 7 feet and a floor space of not less than 3000 square feet with a minimum of two separate offices. The office shall also have a separate storage room capable of being locked for the storage of the nuclear measuring devices. The office shall be provided with sufficient heat, natural and artificial light, and air conditioning. Doors and windows shall be equipped with locks approved by the Engineer.

Revise the first sentence of the second paragraph of Article 670.02 to read:

An electronic security system that will respond to any breach of exterior doors and windows with an on-site alarm shall be provided.

Revise the last sentence of the third paragraph of Article 670.02 to read:

Adequate all-weather parking space shall be available to accommodate a minimum of twelve vehicles.

Revise the fifth paragraph of Article 670.02 to read:

Sanitary facilities shall include hot and cold potable running water, lavatory and toilet as an integral part of the office where available. Solid waste disposal consisting of seven waste baskets and an outside trash container of sufficient size to accommodate a weekly provided pick-up service. A weekly cleaning service for the office shall be provided.

Revise subparagraph (a) of Article 670.02 to read:

(a) Twelve desks with minimum working surface 42 inch x 30 inch each and twelve non-folding chairs with upholstered seats and backs.

Revise the first sentence of subparagraph (c) of Article 670.02 to read:

(c) Two four-post drafting tables with minimum top size of 37-½ inch x 48 inch.

Revise subparagraph (d) of Article 670.02 to read:

(d) Eight free standing four-drawer legal size file cabinets with lock and an underwriters' laboratories insulated file device 350 degrees one hour rating.

Revise subparagraph (e) of Article 670.02 to read:

(e) Twenty folding chairs and two conference tables with minimum top size of 44 inch x 96 inch.

Revise subparagraph (h) of Article 670.02 to read:

Added 4/12/2019

(h) Three electric desk type tape printing calculator and two pocket scientific notation calculators with a 1000 hour battery life or with a portable recharger.

Revise subparagraph (i)(2) of Article 670.02 to read:

(i)(2) Telephones lines. Five separate telephone lines including one line for the fax machine, and two lines for the exclusive use of the Engineer. All telephone lines shall include long distance service and all labor and materials necessary to install the phone lines at the locations directed by the Engineer. The TELCOM company shall configure ROLL/HUNT features as specified by the engineer.

Revise subparagraph (j) of Article 670.02 to read:

(j) Two plain paper network multi-function printer/copier/scanner machines capable of reproducing prints up to 11 inch x 17 inch within automatic feed tray capable of sorting 30 sheets of paper. Letter size and 11 inch x 17 inch paper shall be provided. The contractor shall provide the multi-function machines with IT support for setup and maintenance.

Revise subparagraph (k) of Article 670.02 to read:

(k) One plain paper fax machine including maintenance and supplies.

Revise subparagraph (l) of Article 670.02 to read:

(l) Six four-line telephones, with touch tone, where available, and two digital answering machines, for exclusive use by the Engineer.

Revise subparagraph (m) of Article 670.02 to read:

(m) One electric water cooler dispenser including water service.

Add the following subparagraphs to Article 670.02:

(s) One 4 foot x 6 foot chalkboard or dry erase board.

(t) One 4 foot x 6 foot framed cork board.

Add the following to Article 670.07 Basis of Payment.

The building or buildings, fully equipped, will be paid for at the contract unit price per calendar month or fraction thereof for ENGINEER'S FIELD OFFICE, TYPE A (SPECIAL).

Added 4/12/2019

METROPOLITAN WATER REHABILITATION DISTRICT AGREEMENT

DOCUMENT PREPARED BY AND AFTER
RECORDING, RETURN TO:

Metropolitan Water Reclamation District
Of Greater Chicago
Law Department/Real Estate Division
100 E. Erie St.
Chicago, IL 60611
Attn: Mark L. Dressel

This space reserved for recorder's use only.

| | |
|-------------------|---|
| Owner | The Metropolitan Water Reclamation District Of Greater Chicago |
| Address | |
| Route | Western Avenue over Cal Sag Channel |
| County | Cook |
| Job No. | R-90-005-013 |
| Parcel No. | 0JN007TE(MWRD Cal-Sag Channel Parcel 15.03) |
| P.I.N. No. | 24-36-413-013-0000 |
| P.I.N. No. | 25-31-334-001-0000 |
| Sta: | 137+72.06 to |
| Sta: | 138+49.62 |
| Parcel No. | 0JN010TE(MWRD SEPA Station No. 3) |
| P.I.N. No. | 25-31-327-001-0000 |
| Sta: | 140+80.83 to |
| Sta: | 141+39.28 |
| File No. | 14-MD-008 |

TEMPORARY EASEMENT AGREEMENT

THIS TEMPORARY EASEMENT AGREEMENT, hereinafter called the "Agreement" or "Easement", is made and entered into this 18th day of June, 2015, 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 PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, hereinafter called the "Grantee".

WHEREAS, Grantee desires a five (5) year temporary, non-exclusive easement (identified as IDOT Parcel Nos. 0JN007TE and 0JN010TE) on 0.024± acres of District real estate located on the north and south banks of the Cal-Sag Channel at Western

Added 4/12/2019

Avenue, in Blue Island, Illinois, and known as portions of SEPA Station No. 3 and Cal-Sal Channel Parcel 15.03, respectively, to use for construction staging and all purposes related thereto; and

WHEREAS, Grantee will be rebuilding the south approach of the elevated Western Avenue Bridge structure in Blue Island, Illinois ("Western Avenue Bridge Project"); and

WHEREAS, Cal-Sag Channel Parcel 15.03 is subject to an existing lease to the City of Blue Island, dated June 11, 2013, that expires May 31, 2052; and

WHEREAS, Grantee acknowledges that this Easement is subject to the written consent of the City of Blue Island, with said consent being obtained by Grantee; and

WHEREAS, the District is willing to grant to 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 Grantee a temporary non-exclusive easement, right, privilege and authority for five (5) years commencing on June 1, 2019, and terminating on May 31, 2024, for the sole and exclusive purpose to use 0.024± acres of District real estate located on the north and south banks of the Cal-Sag Channel at Western Avenue, in Blue Island, Illinois, and known as portions of SEPA Station No. 3 and Cal-Sal Channel Parcel 15.03, respectively, for construction staging in conjunction with the Western Avenue Bridge Project, and for no other purposes, the real estate legally described and depicted in Group 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; provided, however that the District's access to and use of the surface of the Easement Premises does not unreasonably interfere with Grantee's use of the Easement Premises.

1.03 Grantee covenants and agrees in consideration of the grant of said easement to pay to the District a one-time lump sum easement fee in the amount of TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,500.00), said easement fee being payable contemporaneously with Grantee's execution and delivery hereof.

1.04 In addition to the aforesaid, in the event real estate taxes and assessments are actually levied, charged or imposed upon or against the Easement Premises on account of Grantee's use of the Easement Premises, Grantee shall pay such taxes and assessments, when due, and submit to the District evidence of such payment within 30 days thereafter. Grantee shall have the right to contest any such levy or charge.

1.05 Within ninety (90) days from the effective date of this Easement, Grantee shall record this Easement 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 thirty (30) days thereafter.

ARTICLE TWO

2.01 The use of the Easement Premises shall be in accordance with plans and specifications that have been prepared for the Grantee at the Grantee's expense which have been provided to and approved by the District. It is not expected that Grantee will be constructing any Improvements and Facilities on the Easement Premises.

2.02 In the event Improvements and Facilities are constructed on the Easement Premises, such construction and installation by Grantee on the Easement Premises, if any, shall be done to the satisfaction of the Executive Director of the District, which shall not be unreasonably withheld, conditioned or delayed.

2.03 Grantee shall cause its contractors to construct, install, operate, maintain and remove the Improvements and Facilities, if any, in a good and workmanlike manner at their sole cost, risk and expense.

2.04 To the extent authorized by law, Grantee shall cause its contractors to compensate the District for any reasonable 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, if any, of Grantee on the Easement Premises.

2.05 Subject to subparagraph D below, Grantee shall relocate or remove the Improvements and Facilities, if any, and all personal property and equipment existing or constructed upon the Easement Premises at no cost to the District:

- A. In the event that the Easement 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.
- D. The District has carefully reviewed this easement grant and does not foresee or anticipate any corporate need for this property during the entire term of this Easement. It is therefore not anticipated that any relocation or removal of the Improvements and Facilities will be necessary during the Easement term. In the event of an emergency, the District will use best efforts to relocate Grantee to a comparable and acceptable site on nearby District land should such relocation or removal be necessary for reasons stated above.

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 Grantee's right of use and a reasonable means of access to said

Easement Premises; provided, however, that the District and such other parties' access to and use of the Easement Premises shall not unreasonably interfere with Grantee's access to and use of the Easement Premises.

3.02 Grantee shall cause its contractors working within said Easement Premises to defend, indemnify, keep and save harmless the District, its Commissioners, officers, agents and employees (the "Indemnified Parties") 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 Indemnified Parties, 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 Grantee's contractors, or such contractors' employees, if any, and shall cause its contractors, at Grantee's contractors' sole expense, to appear, defend and pay all reasonable attorneys' fees and all actual court costs and other expenses arising directly therefrom or incurred in connection therewith. If any judgment shall be rendered against the Indemnified Parties in any such action, Grantee's contractors shall, at Grantee's contractors' sole expense, satisfy and discharge the same, provided that Grantee and its contractors shall first have been given prior written notice of the suit in which judgment has been or shall be rendered, and Grantee's contractors shall have been given the opportunity to defend the same. The Indemnified Parties and the District shall give their full cooperation in such defense. Notwithstanding anything to the contrary contained herein, Grantee does not make any indemnification or hold harmless covenants itself but will require such indemnification and hold harmless covenants as described above be made by its contractors.

3.03 Grantee shall cause its contractors using or working within said Easement Premises, prior to entering upon or using said Easement Premises and using such for the purposes for which this Easement is granted, to procure, maintain, and keep in force, at Grantees' contractors' expense, for the duration of any activity within said Easement Premises on behalf of Grantee, the following public liability and property damage insurance in which the District, its Commissioners, officers, agents, and employees, are named as additional insureds, as well as fire and extended coverage, and all-risk property insurance ("CLAIMS MADE" policies are unacceptable) in which the District is named a loss payee from a company to be approved by the District. Each afore-referenced policy shall have limits of not less than the following:

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 the Easement Premises)
in the amount of not less than \$4,000,000.00
per Occurrence

Prior to entering upon the Easement Premises, and thereafter on the anniversary date of such policies, Grantee shall furnish to the District certificates of such insurance or other suitable evidence that such insurance coverage has been procured and is maintained in full force and effect. Upon the District's written request, Grantee's contractors shall provide the District with copies of the actual insurance policies within ten (10) days of the District's request for same. Such certificates and insurance policies shall clearly identify the Easement Premises and shall provide that no change, modification in or cancellation of any insurance shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to the District. The provisions of this paragraph shall in no wise limit the liability of Grantee's contractors as set forth in the provisions of paragraph 3.02 above.

ARTICLE FOUR

4.01 In the event of any default on the part of 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, if any, are abandoned, the District shall give Grantee notice in writing of such default or abandonment; and if such default or abandonment shall not have been rectified or cured within thirty (30) days after receipt of such notice by Grantee, all rights and privileges granted herein by the District to Grantee may be terminated by the District; and upon such termination, 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 Grantee.

4.02 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, Grantee shall have a period of one-hundred twenty (120) days from and after such termination date to remove the Improvements and Facilities, if any, and all personal property and equipment from the Easement Premises and to restore and/or repair the Easement Premises 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 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 substantially as good a condition as when the same was entered upon by 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 required by this Easement, or otherwise provided by Grantee's contractors, shall in no way limit the responsibility of Grantee's contractors to defend, indemnify, keep and save harmless the District, as hereinabove provided.

ARTICLE FIVE

5.01 Grantee agrees that if the District incurs any reasonable 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, Grantee agrees to pay to the District such additional reasonable expense promptly upon rendition of bills therefor to Grantee detailing such expenses. Payment of any such bills shall be made by Grantee in accordance with the State Prompt Payment Act.

5.02 Grantee covenants and agrees that it will cause its contractors to reimburse the District, make all necessary repairs at its sole cost and expense and otherwise keep and save harmless the District from any reasonable 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 Grantee's contractors and their agents, employees, subcontractors, or anyone else acting through or on behalf of Grantee's contractors, their agents, employees, or subcontractors.

5.03 During the term of this Easement, the District shall not be liable to Grantee for any loss, cost or expense which 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 except for losses, costs and expenses caused by District's negligence, acts or omissions.

ARTICLE SIX

6.01 It is not expected that Grantee will be constructing any Improvements and Facilities on the Easement Premises. In the event Improvements and Facilities are constructed on the Easement Premises, detailed plans of subsequent construction or material alteration of Grantee's Improvements and Facilities shall first be submitted to the Executive Director of the District for approval, which approval shall not be unreasonably withheld, conditioned or delayed. 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 Grantee in care of:

Illinois Department of Transportation
Attention: Region One Engineer
Division of Highways
201 West Center Court
Schaumburg, Illinois 60196
Telephone No.: (847) 705-4110
Facsimile No. : (847) 705-4218

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

ARTICLE SEVEN

7.01 To the extent required by law, Grantee agrees to cause its contractors, prior to entering upon the Easement Premises and using the same for the purposes for which this Easement is granted, at their sole cost and expense, to 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 Easement Premises is located, and furnish to the District suitable evidence thereof.

7.02 To the extent required by law, Grantee agrees to cause its contractors to covenant and agree that they 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 Easement Premises is located, which in any manner affects this Easement, or any work done hereunder.

7.03 Grantee agrees to cause its contractors 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 cause its contractors 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.

7.06 Tree Mitigation. Although tree removals are not contemplated by Grantee's plans, if any tree removals are subsequently planned within the Easement Premises, Grantee agrees that:

- A. No alterations, construction or maintenance work upon the Easement Premises involving any material change in the location, installation or construction of facilities, or involving the removal of any trees on District property, shall be performed by any person or municipality without having first obtained District approval. However, Grantee may conduct routine trimming of trees, brush or other overgrown vegetation to the extent it interferes with the safety or proper functioning of any improvements.
- B. If the proper maintenance and operation of facilities or improvements on the Easement Premises necessitates the removal of any trees on District property, Grantee shall give no less than 14-day written notice, exclusive of Saturdays, Sundays and holidays, of its intent to remove any trees on the premises, setting forth the number, location and species of trees to be removed.
- C. Grantee shall submit to the District a plan to replace any trees removed that provides for planting the same or greater number and quality of

trees on the premises, or on alternate areas owned by the District as designated and approved in writing by the District.

- D. Grantee is responsible for obtaining any local permits necessary for tree removal.

ARTICLE EIGHT

8.01 Grantee shall not voluntarily or by operation of law assign, or otherwise transfer or encumber all or any part of Grantee's 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 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 except by operation of law or act of the legislature 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, urea-formaldehyde 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 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, covenants that it will cause its contractors to agree 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's 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.

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 and its contractors shall use the Easement Premises only for purposes expressly authorized by Article 1.01 of this Easement Agreement. Grantee and its contractors 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)

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 arising out of Grantee's contractors' use of the premises, Grantee will cause its contractors to 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, Grantee shall cause its contractors working within said Easement Premises, to indemnify, exonerate, and hold 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 contractor's activities on the Easement Premises, or (ii) any investigation, litigation, or proceeding related to any environmental response, audit, or compliance resulting from Grantee's contractor's activities on the Easement Premises, or (iii) the release or threatened release by Grantee's contractors of any Hazardous Materials on or under the Easement Premises or the presence of Hazardous Materials on or under the Easement Premises arising out of Grantee's contractor's activities on the Easement Premises, or any property to which Grantee's contractors have sent Hazardous Materials (including any losses, liabilities, damages, injuries, costs, expenses, or claims asserted or arising under

any Environmental Law) to the extent caused by or within the control of Grantee's contractor.

9.06 ENVIRONMENTAL COVENANTS

Grantee agrees to cause its contractors to agree to and covenant as follows in connection with their performance of work on the Easement Premises:

- A. 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. All permits, certificates, approvals, licenses, and other authorizations relating to environmental matters, if any, will be obtained.
- C. Grantee's contractors, to the best of their knowledge, are not a potentially responsible party with respect to any other facility receiving waste of 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. All reasonable steps will be taken to prevent a violation of any Environmental Laws, and to prevent any spill, discharge, leaks, emission, injection, escape, dumping, or release of any toxic or Hazardous Materials by any persons on the Easement Premises.
- E. No asbestos shall be installed on the Easement 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.
- F. If applicable, "plugs" shall be installed 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 contractors 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 the District by telephone within two hours of discovering 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 such discovery 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 Grantee's contractors with this Article.
- D. Grantee covenants and agrees and will cause its contractors to agree to cooperate with the District in any inspection, assessment, monitoring, or remediation instituted by the District during the Easement Agreement.

9.08 COMPLIANCE (ENVIRONMENTAL)

Grantee will cause its contractors 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 or its contractors, Grantee shall cause its contractors to 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 cause its contractor to obtain a Phase II Environmental Assessment with respect to the Easement Premises. 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 cause its contractors to take immediate action to remediate the contamination and

to restore the Easement Premises 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 (if installed by or through Grantee) shall be removed by Grantee's contractors 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 caused by Grantee or its contractors that either Grantee is unwilling to remediate or that District is reasonably unwilling to accept, District shall have the right and option to terminate this Agreement and to declare it null and void upon 10-days written notice to Grantee.
- D. In the event Grantee should receive a Notice of Environmental Problem, as such term is defined hereinbelow, 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) Grantee or its contractors 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) Grantee or its contractors 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 by Grantee's contractors.

9.09 INSPECTION AND RIGHT OF INSPECTION (ENVIRONMENTAL)

- A. In the event Grantee or its contractors gives notice pursuant to the provisions of Notice of Environmental Problem, within ninety (90) days, Grantee shall cause its contractors to 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 Grantee is in compliance with, and has not deviated from, the representations and warranties previously set forth.

- B. The 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 subject to the proviso set forth in Section 1.02 above.

ARTICLE TEN

10.01 This Easement is subject to Grantee obtaining the written consent of the City of Blue Island.

10.02 Grantee shall take all reasonable steps to ensure that all District facilities located within the Easement Premises are protected, and that 24-hour access for the District to its facilities located thereon is maintained.

10.03 Grantee and its contractors shall have reasonable access to the Easement Premises and Grantee agrees to coordinate (or cause its contractors to coordinate) its activities under this Easement, including accessing either site, with any current or future District lessee or permittee of SEPA Station No. 3 and/or Cal-Sag Channel Parcel 15.03 on the site.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

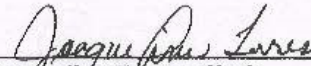
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, on the day and year written below, the parties hereto have caused these presents, including exhibits, to be duly executed and notarized.

**METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO**

By: 
Frank Avila
Chairman of Committee on Finance

ATTEST:


Jacqueline Torres, Clerk

THE PEOPLE OF THE STATE OF ILLINOIS,
DEPARTMENT OF TRANSPORTATION

By: *Anthony J. Coughlin*

Title: Region One Engineer

Approved as to form:

By: *R.A. Kalaber* *4/15/19*

Title: *Deputy Chief Counsel*

STATE OF ILLINOIS)
) SS.
COUNTY OF *Cook*)

This instrument, and the signatures on behalf of The People of the State of Illinois, Department of Transportation, were acknowledged before me on *4/30/19* by *Anthony J. Coughlin* of The People of the State of Illinois, Department of Transportation.

(SEAL)



Sheila J. Derka
Notary Public

My Commission expires: *3/30/23*

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Michelle Valdez Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Frank Avila 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 23rd day of May, A.D. 2019.

Michelle Valdez
Notary Public

My Commission expires:

5/22/22



APPROVED AS TO FORM AND LEGALITY:



Head Assistant Attorney



General Counsel

APPROVED:



Executive Director

RECEIVED:

Fee Pending

Insurance Pending

Bond N/A

GROUP EXHIBIT A

TO

TEMPORARY EASEMENT AGREEMENT

See attached Legal Description and Plat

Route: Western Avenue over Cal Sag Channel
Section:
County: Cook
Job No: R-90-005-013
Parcel No: 0JN010TE
Sta.: 140+80.83 to Sta. 141+39.28
Index No.: 25-31-327-001

That part of Lot 1 in Block 58 of Blue Island (formerly Portland), lying south and east of the easterly Right-of-Way line of the Chicago, Rock Island and Pacific Railway, in the West Half of the Southwest Quarter of Section 31, Township 37 North, Range 14 East of the Third Principal Meridian, described as follows, using bearings and grid distances referenced to Illinois State Plane Coordinate System, East Zone, NAD 83 (2007-Cors):

Commencing at the northeast corner of said Lot 1; thence South 88 degrees 13 minutes 50 seconds West along the north line of said Lot, being also the south line of Devonshire Street, vacated by Ordinance No. 88-142, recorded as Document No. 89042042, a distance of 10.18 feet to the easterly Right-of-Way of said Chicago, Rock Island and Pacific Railway; thence South 41 degrees 56 minutes 42 seconds West along said easterly Right-of-Way line, 12.43 feet to a line that is 5.00 easterly of (as measured at right angles to) the easterly Right-of-Way line of Western Avenue Relocated, as taken by the United States of America in Case 69C1366, and the Point of Beginning; thence South 03 degrees 11 minutes 17 seconds West along said line, parallel with said easterly Right-of-Way line, 58.25 feet to the north line of the Calumet Sag Channel (as occupied); thence North 89 degrees 06 minutes 41 seconds West along said north line, 5.00 feet to the said easterly Right-of-Way line of Western Avenue; thence North 03 degrees 11 minutes 17 seconds East along said easterly Right-of-Way line, 52.22 feet to said easterly Right-of-Way of the Chicago, Rock Island and Pacific Railway; thence North 41 degrees 56 minutes 42 seconds East along said easterly Right-of-Way, 7.99 feet to the Point of Beginning, in Cook County, Illinois.

Said parcel 0JN010TE containing 0.006 acre, or 276 square feet, more or less.

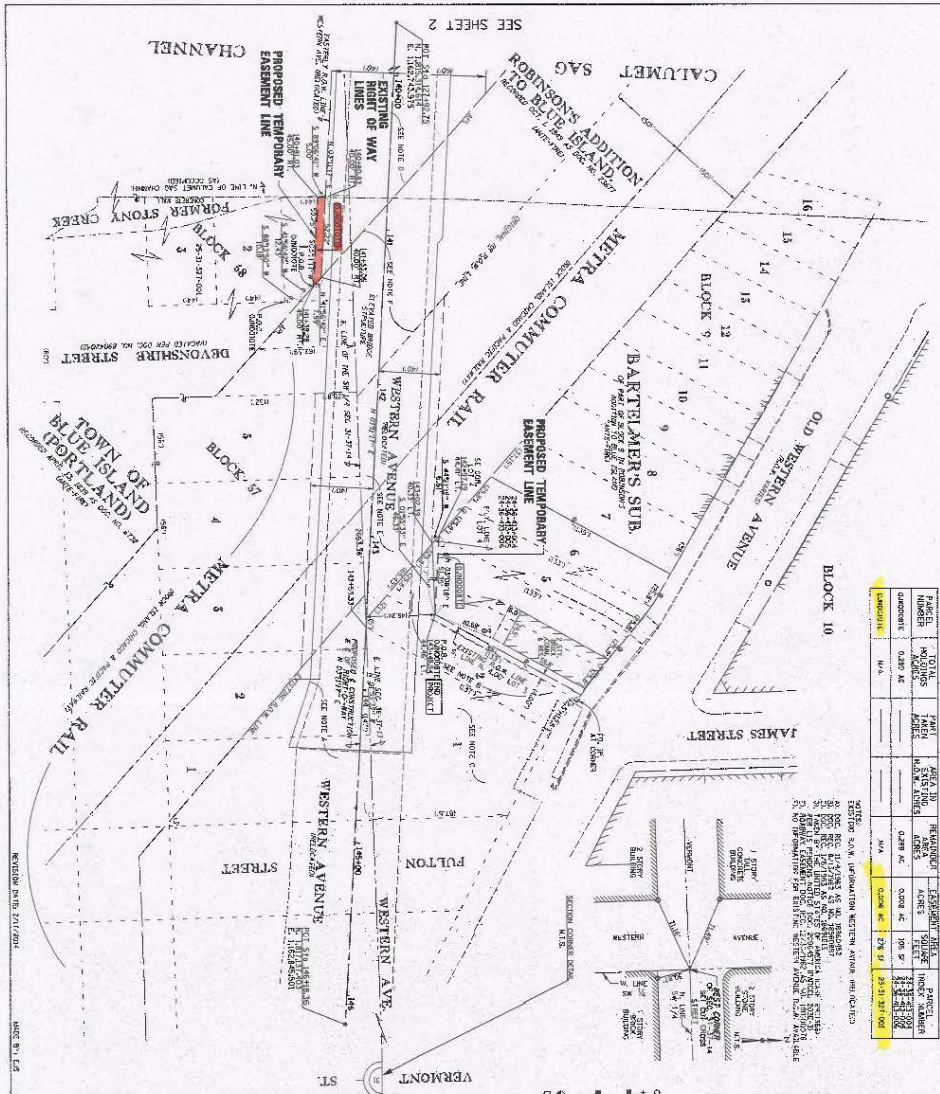
0JN010TE.dwg 2/17/2014

EXHIBIT A

RECEIVED
67 FEB 17 2014
PLATS & LEGALS

Added 4/12/2019

PART OF THE SW 1/4 OF SECTION 36, TWP. 57N., R.13 E. & PART OF THE SW 1/4 OF SECTION 31, TWP. 57N., R.13 E. OF THE 3RD P.M. IN COOK COUNTY, ILLINOIS.



| TRACT NUMBER | TOTAL ACRES | PART TAKEN | AREA IN TAKEN | REQUIREMENT | PERCENTAGE | REMARKS |
|--------------|-------------|------------|---------------|-------------|------------|---------|
| 1 | 1.00 | 0.00 | 0.00 | 0.00% | 0.00% | |
| 2 | 1.00 | 0.00 | 0.00 | 0.00% | 0.00% | |
| 3 | 1.00 | 0.00 | 0.00 | 0.00% | 0.00% | |
| 4 | 1.00 | 0.00 | 0.00 | 0.00% | 0.00% | |
| 5 | 1.00 | 0.00 | 0.00 | 0.00% | 0.00% | |
| 6 | 1.00 | 0.00 | 0.00 | 0.00% | 0.00% | |
| 7 | 1.00 | 0.00 | 0.00 | 0.00% | 0.00% | |
| 8 | 1.00 | 0.00 | 0.00 | 0.00% | 0.00% | |
| 9 | 1.00 | 0.00 | 0.00 | 0.00% | 0.00% | |
| 10 | 1.00 | 0.00 | 0.00 | 0.00% | 0.00% | |
| 11 | 1.00 | 0.00 | 0.00 | 0.00% | 0.00% | |
| 12 | 1.00 | 0.00 | 0.00 | 0.00% | 0.00% | |
| 13 | 1.00 | 0.00 | 0.00 | 0.00% | 0.00% | |
| 14 | 1.00 | 0.00 | 0.00 | 0.00% | 0.00% | |
| 15 | 1.00 | 0.00 | 0.00 | 0.00% | 0.00% | |
| 16 | 1.00 | 0.00 | 0.00 | 0.00% | 0.00% | |

NOTICE: A 10' wide utility easement is required for the proposed Metra Commuter Rail line. The easement is shown in yellow on this plan. The easement is required for the proposed Metra Commuter Rail line. The easement is shown in yellow on this plan.



THIS IS TO CERTIFY THAT I, COMPTON P. GIBBS, AN ELIGIBLE PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE REAL PROPERTY SHOWN HEREON FOR THE PURPOSES OF THE METRA COMMUTER RAIL PROJECT. I HAVE FOUND THAT THE PROPERTY IS AS SHOWN ON THIS PLAN AND THAT THE METRA COMMUTER RAIL PROJECT IS AS SHOWN ON THIS PLAN. I HAVE FOUND THAT THE METRA COMMUTER RAIL PROJECT IS AS SHOWN ON THIS PLAN AND THAT THE METRA COMMUTER RAIL PROJECT IS AS SHOWN ON THIS PLAN.

AMERICAN
 ENGINEERS & ARCHITECTS, INC.
 201 WEST CENTER COURT
 SCHENKLENDEN, ILLINOIS 60195

PLAT OF HIGHWAYS
 STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION
 WESTERN AVENUE
 LIMITS: 0.50N CAL. 1.50S CHANLER, COUNTY: COOK
 SECTION: 104-000 TO STATION: 144+00
 STATION: 140+00 SHEET: 3 OF 3
 SCALE: 1"=30'

REMOVED
 07/28/17 SHI

BUREAU OF LAND ACQUISITION
 201 WEST CENTER COURT
 SCHENKLENDEN, ILLINOIS 60195

Route: Western Avenue over Cal Sag Channel
Section:
County: Cook
Job No: R-90-005-013
Parcel No: 0JN007TE
Sta.: 137+72.06 to Sta. 138+49.62
Index No.: 24-36-413-013; 25-31-334-001

That part of Block 16 and Block 17 in Robinson's Addition to Blue Island, together with that part of the former Calumet Feeder, both in the East Half of the Southeast Quarter of Section 36, Township 37 North, Range 13 East, and that part of the West Half of the Southwest Quarter of Section 31, Township 37 North, Range 14 East of the Third Principal Meridian, described as follows, using bearings and grid distances referenced to Illinois State Plane Coordinate System, East Zone, NAD 83 (2007-Cors):

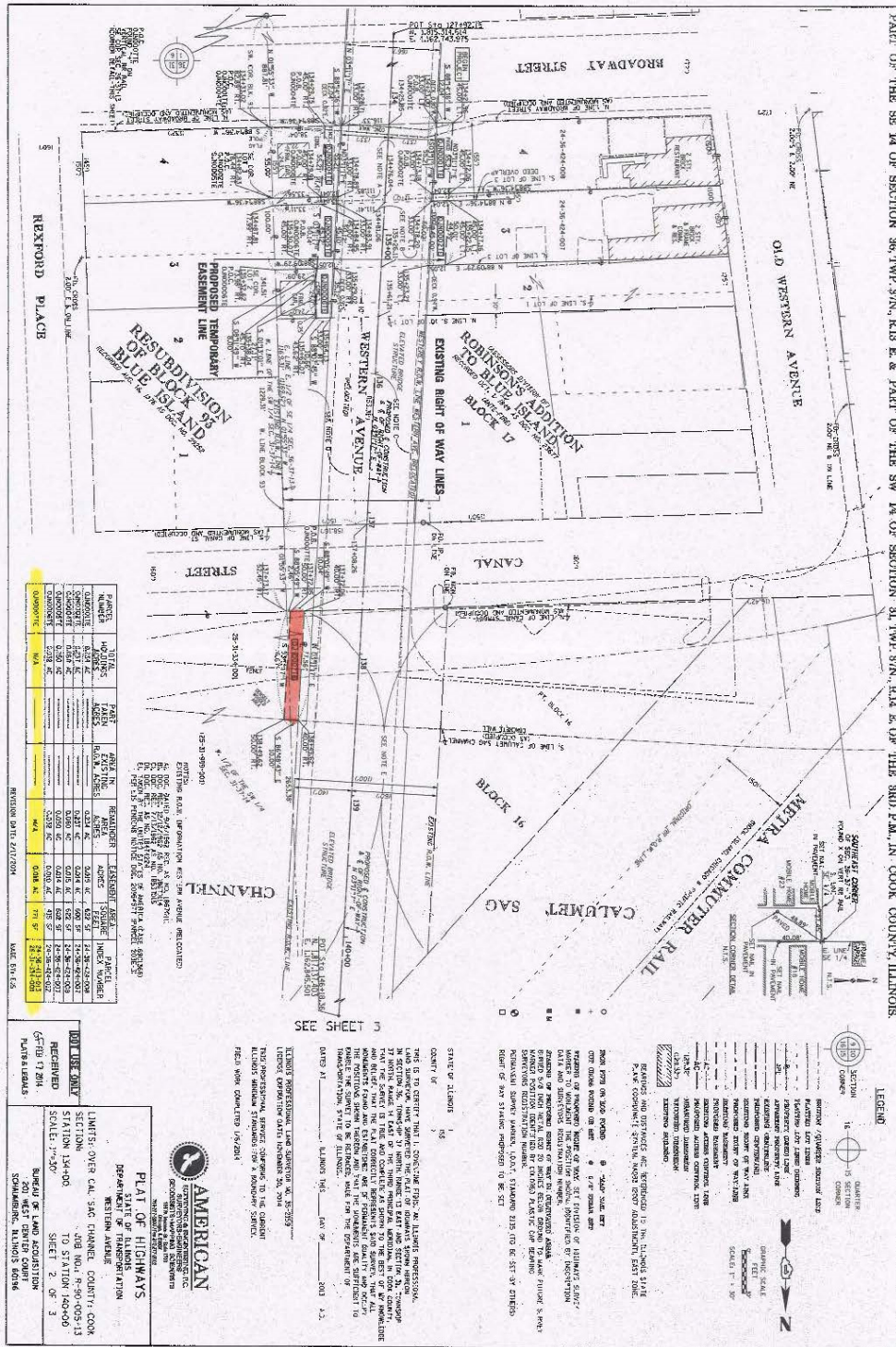
Commencing at the southeast corner of the East Half of the Southeast Quarter of said Section 36, also being the southwest corner of the West Half of the Southwest Quarter of said Section 31; thence North 01 degrees 55 minutes 33 seconds West along the east line of the East Half of the Southeast Quarter of said Section 36 and the west line of the West Half of the Southwest Quarter of said Section 31 a distance of, 1229.31 feet to the North line of Canal Street (as monumented and occupied, 60.00 feet wide); thence South 88 degrees 05 minutes 49 seconds West along said north line, 2.46 feet to the Point of Beginning; thence continuing South 88 degrees 05 minutes 49 seconds West, 10.04 feet to the easterly Right-of-Way line of Western Avenue (Relocated, 100 feet wide), as taken by the United States of America in Case 69C1366; thence North 03 degrees 11 minutes 17 seconds East along said easterly Right-of-Way 77.56 feet to the south line of the Calumet Sag Channel (as occupied); thence South 86 degrees 48 minutes 43 seconds East, 10.00 feet; thence South 03 degrees 11 minutes 17 seconds West parallel with said easterly Right-of-Way, 76.67 feet to the Point of Beginning, in Cook County, Illinois.

Said parcel 0JN007TE containing 0.018 acre, or 771 square feet, more or less.

0JN007TE.doc 2/17/2014

RECEIVED
FEB 17 2014
PLATS & LEGALS

Added 4/12/2019



Added 4/12/2019

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:

EXHIBIT B

Added 4/12/2019

1. **Uses Permitted Under Pre-Existing Leases:** The use is authorized by the terms of an unexpired lease agreement with the District that was entered into before the date of passage of this Comprehensive Land use Policy. Such use shall continue to be permitted until such time as the lease agreement expires or is terminated, unless otherwise extended by the Board of Commissioners.
2. **Variations:** The use is authorized by a variance granted by the Board of Commissioners whenever, and to the extent, it deems that the variance is necessary and in the best interests of the District considering the location, existing topography and vegetation, and use or proposed use of the leased premises. All variances shall be granted only by approval of the Board of Commissioners at its sole discretion, with recommendation by the Executive Director.
3. **Waterborne Commerce:** The use is for the purpose of waterborne commerce pursuant to a lease agreement with the District. In such instances, no variance from the Board of Commissioners is necessary. However, the lessee shall, to the extent possible, construct and maintain a docking facility compatible with the visual intent of the scenic easement, with the District maintaining the sole discretion to determine whether compatibility has been achieved.

Added 4/12/2019

RAILROAD PROTECTIVE LIABILITY INSURANCE

FAP Route 370 (Western Ave.)
 Project NHPP-FKAK(672)
 Section 0103BR-1
 Cook County
 Contract No. 60K72

RAILROAD PROTECTIVE LIABILITY INSURANCE (5 and 10) (BDE)

Effective: January 1, 2006

Description. Railroad Protective Liability and Property Damage Liability Insurance shall be carried according to Article 107.11 of the Standard Specifications, except the limits shall be a minimum of \$5,000,000 combined single limit per occurrence for bodily injury liability and property damage liability with an aggregate limit of \$10,000,000 over the life of the policy. A separate policy is required for each railroad unless otherwise noted.

| NAMED INSURED & ADDRESS | NUMBER & SPEED OF PASSENGER TRAINS | NUMBER & SPEED OF FREIGHT TRAINS |
|---|--|--|
| METRA** 547 West Jackson Blvd. Chicago, IL 60661 | 91 trains/day @ 80 mph | 18 trains/day @ 80 mph |
| DOT/AAR No.: 608 938W RR Division: Rock Island District (RID) | RR Mile Post: 15.85 RR Sub-Division: Joliet | |
| For Freight/Passenger Information Contact: Alvin Terry For Insurance Information Contact: Marilyn Schlismann | | Phone: 312-322-6695 Phone: 312-322-7093 |

** The Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation, and its affiliated separate Public corporation known as the Northeast Illinois Regional Commuter Railroad Corporation, both operating under the service mark Metra, as now exists or may hereafter be constituted or acquired, and the Regional Transportation Authority, an Illinois municipal corporation.

Approval of Insurance. The original and one certified copy of each required policy shall be submitted to the following address for approval:

Illinois Department of Transportation
 Bureau of Design and Environment
 2300 South Dirksen Parkway, Room 326
 Springfield, Illinois 62764

The Contractor will be advised when the Department has received approval of the insurance from the railroad(s). Before any work begins on railroad right-of-way, the Contractor shall submit to the Engineer evidence that the required insurance has been approved by the railroad(s). The Contractor shall also provide the Engineer with the expiration date of each required policy.

Basis of Payment. Providing Railroad Protective Liability and Property Damage Liability Insurance will be paid for at the contract unit price per Lump Sum for RAILROAD PROTECTIVE LIABILITY INSURANCE.

80157

Added 4/12/2019