

OFFICIAL FILE

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I.C.C. DOCKET NO. 04-614

Complainant's
REG:CL:STM:nm Exhibit No. 7

REV. 1-26-04

Witness _____

Date 6-17-05 Reporter J.Y. EASEMENT AGREEMENT
(Environmental)

THIS AGREEMENT, made and entered into this 16th day of October 2003 by and between the METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a municipal corporation organized and existing under the laws of the State of Illinois, hereinafter called the "District" and SBC, an Illinois corporation, hereinafter called the "Grantee."

WHEREAS, the Grantee desires a 36-year non-exclusive easement to construct, reconstruct, operate, maintain, repair and remove underground and aboveground communication lines, together with appurtenances thereto, upon, over, across, under and through the real estate located at 3014 West 31st Street in Chicago, Illinois, and known as Main Channel Atlas Index Parcels 42.08 and 42.12 and 3154 South California Avenue in Chicago, Illinois, and known as Main Channel Atlas Index Parcels 42.05 and 42.16 legally described and depicted in Exhibit A which is attached hereto and made a part hereof;

WHEREAS, Recycling Systems, Inc. (RSI) occupies a portion of the easement area (that part running through Main Channel Atlas Index Parcels 42.08 and 42.12) under that certain Lease Agreement between the District and RSI dated June 15, 2000, for the period commencing July 15, 2000, and expiring June 14, 2039, on approximately 6.79 acres of real estate located at 3014 West 31st Street in Chicago, Illinois;

WHEREAS, Connelly-GPM, Inc. (Connelly) occupies that portion of the easement area (that part running through Main Channel Atlas Index Parcels 42.05 and 42.16) under that certain Lease Agreement between the District and Connelly dated May 1, 1918, for the period commencing May 1, 1918, and expiring April 30, 2017, for the premises located at 3154 South California Avenue in Chicago, Illinois, and that other certain Lease Agreement dated January 7, 1999, for the period commencing February 1, 1999, and expiring April 30, 2017, for property located at 3154 South California Avenue in Chicago, Illinois; and

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

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

ARTICLE ONE

1.01 The District hereby grants unto the Grantee a non-exclusive easement, right, privilege and authority for 36 years commencing on October 16, 2003, and terminating on June 14, 2039, for the sole and exclusive purpose to construct, reconstruct, operate, maintain, repair, and remove underground and aboveground communication lines, together with appurtenances thereto, hereinafter for convenience sometimes called "Improvements and Facilities" together with the right of access to the same and the right, from time to time, to trim or remove trees, bushes, and saplings and to clear obstructions from the surface and subsurface as may be reasonably required or incident to the grant herein given, subject to prior written ap-

proval of the District's Chief Engineer, in, over, under, across, along and upon the real estate legally described and depicted in Exhibit A which is attached hereto and made a part hereof, hereinafter called the "Easement Premises".

1.02 The District reserves the right of access to and use of the surface of the Easement Premises to the extent such use does not unreasonably interfere with the rights granted to Grantee hereunder.

1.03 The 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 AND NO/100 DOLLARS (\$2,000.00), which is payable contemporaneously with Grantee's execution and delivery hereof.

1.04 In addition to the aforesaid, the Grantee shall also pay, when due, all real estate taxes and assessments that may be levied, charged or imposed upon or against the Easement Premises described in Exhibit A resulting from the presence of the Improvements and Facilities on the Easement Premises.

ARTICLE TWO

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

ARTICLE THREE

3.01 Any future construction and installation of the Improvements and Facilities of the Grantee on the Easement Premises shall be in accordance with plans and specifications therefor prepared at Grantee's expense and supplied to the District by the Grantee. No work shall commence until said plans and specifications have been approved in writing by the Chief Engineer of the District, such approval not to be unreasonably withheld or delayed.

3.02 Any future construction and installation of the Improvements and Facilities by the Grantee on the Easement Premises shall be done to the satisfaction of the Chief Engineer of the District.

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

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

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

B. In the event that any agency of government, having jurisdiction over said channel, waterway or reservoir requires the relocation or removal of said improvements; or

C. In the event that said relocation or removal is required for the corporate purposes of the District.

3.05 In the event any such relocation or removal is required under any of the circumstances identified hereinabove, the District shall, to the extent it has unencumbered land available, grant Grantee such easements over the District's adjoining land as may be required for the relocation of the Grantee's Improvements and Facilities.

ARTICLE FOUR

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

4.02 The Grantee shall be solely responsible for and shall defend, indemnify, keep and save harmless the District, its Commissioners, officers, agents and employees, against all injuries, deaths, losses, damages, claims, patent claims, liens, suits, liabilities, judgments, costs and expenses which may in any wise accrue against the District, its Commissioners, officers, agents or employees, as a result of Grantee's use and/or occupancy of the Easement Premises or the acts or omissions of the Grantee, its employees, agents and contractors (collectively, the "Grantee Group") hereunder, or which may in anywise result from such use and/or occupancy or from any work done hereunder by or on behalf of the Grantee, in connection with Grantee's use and/or occupancy of the Easement Premises, whether or not it shall be determined that the act was caused by the negligence of the Grantee Group (subject to the indemnity limitation contained in the last sentence of this paragraph), and the Grantee shall, at Grantee's sole expense, appear, defend and pay all reasonable charges of attorneys and all reasonable costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the District, its Commissioners, officers, agents or employees, in any such action, the Grantee shall, at the Grantee's sole expense satisfy and discharge the same provided that Grantee shall first have been given prior notice of the suit in which judgment has been or shall be rendered, Grantee shall have been given prior notice of the suit in which judgment has been or shall be rendered, Grantee shall have been given an opportunity to defend the same and the District shall have given Grantee its full cooperation. Grantee expressly understands and agrees that any performance bond or insurance protection required by this Easement or otherwise provided by Grantee, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the District as herein provided. Grantee will not indemnify the District for the District's own negligence or the negligence of his employees, agents and contractors.

4.03 The Grantee prior to entering upon said premises and using the same for the purposes for which this Easement is granted, shall prepare and transmit to the District an acknowledged statement that the Grantee is a self-insurer, and that it undertakes and promises to

insure the District, its Commissioners, officers, agents, servants and employees on account of risks and liabilities contemplated by the indemnity provisions of this Easement (Article Four, Paragraph 4.02) above, and that such statement is issued in lieu of policies of insurance or certificates of insurance in which the District, its Commissioners, officers, agents, servants and employees would be an additional insured, and that it has funds available to cover those, liabilities in the respective amounts therefor, as set forth as follows:

COMPREHENSIVE GENERAL LIABILITY
Combined Single Limit Bodily Injury Liability
Property Damage Liability
(Including Liability for Environmental Contamination of Adjacent Premises)
in the amount of not less than \$4,000,000.00
per Occurrence
and
Coverage for Environmental Contamination of Easement Premises
in an Amount of Not Less Than \$4,000,000.00 per Occurrence.

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

ARTICLE FIVE

5.01 In the event of any default on the part of the Grantee to faithfully keep and perform all and singular the covenants, agreements and undertakings herein agreed by it to be kept and performed, or if said Improvements and Facilities are abandoned, the District shall give the Grantee notice in writing of such default or abandonment; and if such default or abandonment shall not have been rectified within ninety (90) days after receipt of such notice by the Grantee, or such additional time as may be reasonably agreed upon to effect cure by continuous, diligent acts of Grantee, all rights and privileges granted herein by the District to the Grantee may be terminated by the District; and upon such termination, the Grantee shall immediately vacate the Easement Premises and remove its improvements and Facilities from said real estate and restore the land to its condition prior to the Grantee's entry thereon, all at the sole cost of the Grantee.

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

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

5.03 The Grantee understands and agrees that upon the expiration of this Easement, Grantee shall have removed or caused to be removed its Improvements and Facilities and any other things which Grantee has erected or placed upon said Easement Premises. In connection with the foregoing, Grantee agrees to yield up said Easement Premises in as good condition as

when the same was entered upon by the Grantee, ordinary wear and tear excepted. Upon Grantee's failure to do so, the District may do so at the sole expense and cost of Grantee.

ARTICLE SIX

6.01 The Grantee also agrees that if the District incurs any additional expense for additional work resulting from Grantee's use and/or occupancy of the Easement Premises which the District would not have had to incur if this Easement had not been executed, then, in that event, the Grantee agrees to pay to the District such additional expense as determined by the Chief Engineer of the District, promptly upon rendition of bills therefor to the Grantee.

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

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

ARTICLE SEVEN

7.01 Detailed plans of subsequent construction or material alteration of the Grantee's Improvements and Facilities shall first be submitted to the Chief Engineer of the District for approval. Construction work shall not begin until such approval is given to Grantee in writing, such approval not to be unreasonably withheld or delayed.

7.02 The Grantee, prior to entering upon said premises and using the same for the purposes for which this Easement is granted, shall, at Grantee's sole cost and expense, obtain any permits, consents and licenses applicable to Grantee's activities on the Easement Premises which may be required under any and all statutes, laws, ordinances and regulations of the District, the United State's of America, and any other regulatory body having jurisdiction over the Easement Premises, the Grantee or its activities thereunder, the State of Illinois, the County, or the city, village, town or municipality in which the subject property is located, and furnish to the District suitable evidence thereof.

7.03 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 General Superintendent, 100 East Erie Street, Chicago, Illinois 60611, or to the Grantee in care of:

SBC
2427 Union Street
Blue Island, Illinois 60406

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

ARTICLE EIGHT

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

8.02 The Grantee agrees to take such precautions as may be reasonably required to avoid any injury or damage by Grantee to all existing District facilities within the Easement Premises, including, but not limited to, intercepting sewers, sludge lines, utility lines, drop-shafts, connecting structures, siphons and manholes.

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

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 all the United States, state and political subdivision 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 applicable to Hazardous Materials 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, liquified natural gas, gasoline, diesel fuel, petroleum, petroleum products, petroleum hydrocarbons, petroleum by-products, petroleum derivatives, crude oil and any fraction of it, polychlorinated biphenyls (PCBs) trichloroethylene, ureaformaldehyde and radon gas;
- (2) any substance (whether solid, liquid or gaseous in nature), the presence of which (without regard to action level, concentration, or quantity threshold) requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law;
- (3) any substance (whether solid, liquid or gaseous in nature) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, reactive or mutagenic;
- (4) any substance (whether solid, liquid or gaseous in nature) other than electricity, 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 immediately adjacent premises owned by the District prepared under the direction of and certified by a registered professional engineer or geologist licensed in Illinois (who may be an employee of Grantee) with experience and expertise in conducting environmental assessments of real estate and said assessment shall include, but not necessarily be limited to an historical review of the use (abuse) of the Easement Premises, a review of the utilization and maintenance of Hazardous Materials on the Easement Premises, a review of the Easement Premises' permit and enforcement history (by review of regulatory agency records), a site reconnaissance and physical survey, inspection of Easement Premises, interviews of Grantee's personnel having knowledge of Grantee's site operations 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, consistent with the most recent protocol

established therefor by the American Society for Testing Materials ("ASTM"), except as modified herein.

D. "Phase II Environmental Assessment" shall mean:

- (1) an assessment of the Easement Premises and a reasonable area of the immediately adjacent property owned by the District prepared under the direction of and certified by a registered professional engineer or geologist licensed in Illinois (who may be an employee of Grantee) with experience and expertise in conducting environmental assessments of real estate and said assessment shall include representative sampling of soils, groundwaters 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, recommendations, chain of custody documents and laboratory test results, consistent with the most recent protocol established therefor by ASTM.

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

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

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

9.03 USE OF PREMISES (RESTRICTIONS - ENVIRONMENTAL)

Grantee shall use the Easement Premises only for purposes expressly authorized by Article 1.01 of this Easement Agreement. Grantee will not do or permit any act by any person or entity acting by, through or under Grantee that may impair the value of the Easement Premises or any part thereof 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 make any use of the Easement Premises in any manner (i) which could cause the Easement Premises to become a hazardous waste treatment, storage, or disposal facility within the meaning of, or otherwise bring the Easement Premises within the ambit of, the Resource Conservation and Recovery Act of 1976, Section 6901 et seq. of Title 42 of the United States Code, or any similar state law or local ordinance, (ii) so as to cause a release or threat of release of Hazardous Materials from the Easement Premises within the meaning of, or otherwise bring the Easement Premises within the ambit of, the Comprehensive Environmental

Response, Compensation and Liability Act of 1980, Section 9601 et seq. of Title 42 of the United States Code, or any similar state law or local ordinance or any other Environmental Law or (iii) so as to cause a discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions, which would require a permit under the Federal Water Pollution Control Act, Section 1251 of Title 33 of the United States Code, or the Clean Air Act, Section 741 of Title 42 of the United States Code, or any similar state law or local ordinance.

9.04 CONDITION OF PROPERTY (ENVIRONMENTAL)

A. In the event Grantee has used the Easement Premises under a prior easement agreement, Grantee warrants and represents that as a result of Grantee's prior use and/or occupancy of the Easement Premises, the Easement Premises and improvements thereon, including all personal property, have not been exposed to contamination by any Hazardous Materials, that Grantee has not caused and has no knowledge of having caused thereon a release, discharge, or emission, of any Hazardous Materials during its occupancy of the premises as defined by any Environmental Laws, and that the Easement Premises do not contain, or are not affected by underground storage tanks, landfills, land disposal sites, or dumps by Grantee Group or in any way connected to their use, occupancy or presence on the Easement Premises or arising out of such acts or omissions of Grantee Group.

B. In the event of a release, emission, discharge, or disposal of Hazardous Materials in, on, under or about the Easement Premises or the improvements thereon as a result of the activities of any member of the Grantee Group, after the execution date of this Agreement Grantee will take all appropriate response action, including any removal and remedial action .

9.05 INDEMNIFICATION (ENVIRONMENTAL)

A. In consideration of the execution and delivery of this Easement Agreement, the Grantee indemnifies, exonerates, and holds the District and its officers, officials, Commissioners, employees, and agents ("Indemnified Parties") free and harmless from and against any and all actions, causes of action, suits, losses, costs, liabilities, damages and expenses incurred in connection with Grantee's use and/or occupancy of the Easement Premises 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 Group's activities, or (ii) any investigation, litigation, or proceeding related to any environmental response, audit, compliance, or other matter relating to the protection of the environment relating to the Grantee Group, or (iii) the release or threatened release by Grantee Group, its subsidiaries, or its parent company, of any Hazardous Materials, or the presence of Hazardous Materials on or under the Easement Premises, or any property to which the Grantee, its parent company or any of its subsidiaries has sent Hazardous Materials (including any losses, liabilities, damages, injuries, costs, expenses, or claims asserted or arising under any Environmental Law) caused by or within the control of the Grantee Group, its parent company or its subsidiaries, provided that, to the extent District is strictly liable under any Environmental Laws, Grantee Group's obligation to District under this indemnity shall be as a result of any act or omission of the Grantee Group or in any way connected to their use or occupancy of the Easement Premises or arising out of such acts or omissions of Grantee Group which result in liability to District.

9.06 ENVIRONMENTAL COVENANTS

Grantee agrees to and covenants as follows:

A. Grantee covenants and agrees that, throughout the term of the Easement Agreement, all Hazardous Materials which may be used upon the Easement Premises by Grantee Group shall be used or stored thereon only in a safe, approved manner, in accordance with all generally accepted industrial standards and all Environmental Laws.

B. Grantee has been issued and is in compliance with all permits, certificates, approvals, licenses, and other authorizations relating to environmental matters and necessary for its business on the Easement Premises, if any.

C. Grantee, to the best of its knowledge, is not a potentially responsible party with respect to any other facility receiving waste of the Grantee from the Easement Premises under CERCLA or under any statute providing for financial responsibility of private parties for cleanup or other actions with respect to the release or threatened release of any Hazardous Materials.

D. Grantee will take all reasonable steps to prevent a violation of any Environmental Laws as a result of its operations on the Easement Premises. There will be no spill, discharge, leaks, emission, injection, escape, dumping, or release of any toxic or Hazardous Materials by any persons on the Easement Premises as a result of the activities by the Grantee Group.

E. Subsequent to the effective date of this Agreement, Grantee will not allow the installation by the Grantee Group of asbestos on the area described in Exhibit A or any item, article, container or electrical equipment, including but not limited to transformers, capacitors, circuit breakers, reclosers, voltage regulators, switches, electro-magnets and cable, containing PCBs.

F. The aforesaid representations and warranties shall survive the expiration or termination of the Easement Agreement.

9.07 COVENANTS (ENVIRONMENTAL)

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

- A. (1) Use and operate all of the Easement Premises in compliance with all applicable Environmental Laws, keep any materials, permits, approvals, certificates, and licenses in effect and remain in material compliance with them; and
- (2) undertake reasonable and cost-effective measures to minimize any immediate environmental impact of any spill or leak of any Hazardous Materials caused by the Grantee Group.

B. Notify District by use of the District's telephone hotline (telephone # 312/787-3575) within four (4) hours of the discovery of the release of Hazardous Materials, on the Easement Premises caused by the Grantee Group including the extent to which the identity of the Hazardous Materials is known, the quantity thereof and cause(s) of the release, and provide District within 72 hours of the event, with copies of all written notices by Grantee, its parent and its subsidiaries that are reported to government regulators or received from the government regulators.

C. Provide such information that District, may reasonably request from time to time to determine compliance by the Grantee with this Article.

D. Grantee covenants and agrees to cooperate with District in any inspection, assessment, monitoring or redemption instituted by District during the Easement Agreement.

9.08 COMPLIANCE (ENVIRONMENTAL)

The Grantee will cause its parent company and each of its subsidiaries, if any, to exercise due diligence to comply with all applicable Environmental Laws directly related to Grantee's activities on the Easement Premises.

A. In the event of a spill, leak or release of Hazardous Material affecting the Easement Premises and caused by Grantee, its employees or its agents, Grantee shall notify the District thereof in accordance with Section 9.07B hereof and the District shall determine whether Grantee shall be required to obtain a Phase 11 Environmental Assessment with respect to the affected premises used under the Easement Agreement. The written report of the Phase 11 Environmental Assessment shall be submitted to District within 120 days of District's request for same. If the Phase 11 Assessment discloses the presence of any Hazardous Materials contamination on the Easement Premises or immediately adjacent premises, resulting from activities by the Grantee Group, Grantee shall take immediate action to remediate the contamination as provided in Section 9.08E(4) hereof and to restore the Easement Premises described in Exhibit A and adjacent premises owned by the District and to the extent required by any and all Environmental Laws.

B. Capacitors, transformers, or other environmentally sensitive installations or improvements shall be removed by Grantee prior to the termination 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 on the Easement Premises resulting from activities by Grantee Group that either Grantee is unwilling to remediate or that District is unwilling to accept, District shall have the right and option to terminate this Agreement after ninety (90) days written notice and to declare it null and void.

D. In the event Grantee should receive a Notice of Environmental Problem, Grantee shall promptly provide a copy to the District, and in no event later than seventy two (72) hours from Grantee's receipt or submission thereof. "Notice of Environmental Problem" shall mean any notice, letter, citation, order, warning, complaint, inquiry, claim, or demand from any governmental entity that: (i) the Grantee has violated, or is about to violate, any Environmental Laws

in connection with its use and/or occupancy of the Easement Premises; (ii) there has been a release, or there is a threat of release, of Hazardous Materials, on the Easement Premises, or any improvements thereon; (iii) the Grantee will be liable for the costs of cleaning up, remediating, removing, or responding to a release of Hazardous Materials affecting the Easement Premises or land adjacent thereto as a result of the acts or omissions of Grantee Group; (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 affecting the Easement Premises or land adjacent thereto as a result of the acts or omissions of Grantee Group, Grantee shall promptly provide a copy to the District, and in no event later than seventy-two (72) hours from Grantee's receipt or submission thereof.

E. Within six months of execution of this Easement Agreement (or renewal of prior easements) and not less than one (1) year prior to the expiration of the Easement, Grantee, shall have caused to be prepared and submitted to the District a written report of a site assessment prepared in conformity with the latest protocol established therefor by ASTM standards as described in Section 9.01C hereof and prepared under the direction of and certified by a registered professional engineer or geologist licensed in Illinois (who may be an employee of Grantee) with experience and expertise in conducting environmental assessments of real estate, and dated not more than eighteen (18) months prior to the expiration of the Easement, showing that:

- (1) the Grantee has not caused the Easement Premises and any improvements thereon to violate any requirements of the Environmental Laws, including any licenses, permits or certificates required thereunder;
- (2) the Grantee has not caused the Easement Premises and any improvements thereon to contain in violation of applicable Environmental Laws: (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, maintained or conveyed on or within the property, the exposure to which is prohibited, limited or regulated by any Environmental Laws;
- (4) if any Hazardous Materials were spilled, leaked or released on the Easement Premises, the engineer or geologist has conducted and submitted a Phase 11 Environmental Assessment of the Easement Premises, if required by Section 9.08A, which documents that the Easement Premises and improvements conform to Tier 1 Soil Remediation Objectives for Residential Properties specified at 35 Ill. Admin. Code 742, Appendix B, Table A, except where remediation

activities are rendered technically impracticable due to the risk of undermining the structural integrity of the adjacent electrical transmission towers. To the extent that any portion of the Easement Premises remains unremediated due to technical impracticability as set forth in the preceding sentence, Grantee will, at its sole cost and expense, in a timely manner, take all steps necessary to (i) protect any persons entering on the Easement Premises from casual exposure to the Hazardous Materials; (ii) prevent migration of the Hazardous Materials off the Easement Premises; and (iii) remediate the site to the specifications set forth above within five (5) years after the technical impracticability which prevented remediation ends. This last provision shall survive the termination or expiration of this Easement Agreement;

- (5) the engineer has identified and then describes, the subject matter of any past, existing, or threatened investigation, inquiry, or proceeding concerning environmental matters by any federal, state, county, regional or local authority, ("the Authorities"), and describing any submission by Grantee concerning said environmental matter which has been given or should be given with regard to the Easement Premises to the Authorities; and
- (6) the engineer includes copies of any submissions made pursuant to the requirements of Title III of the Superfund Amendments and Reauthorization Act of 1986, (SARA) Section 11001 et seq. of Title 42 of the United States Code.

9.09 INSPECTION AND RIGHT OF INSPECTION (ENVIRONMENTAL)

A. In the event Grantee gives notice pursuant to the provisions of Notice of Environmental Problem, within ninety (90) days Grantee shall submit to District a written report of a site assessment and environmental audit prepared in conformity with the latest protocol established therefor by ASTM standards and prepared under the direction of and certified by a registered professional engineer or geologist licensed in Illinois (who may be an employee of Grantee), showing that the engineer made all appropriate inquiry consistent with the aforementioned ASTM standards, 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 as a result of the activities of the Grantee Group which could necessitate an environmental response action, and which demonstrates that Grantee's use and/or occupancy the Site and Property complies with, and does not violate any applicable environmental statutes, laws, ordinances, rules, and regulations, including licenses, permits, or certificates required thereunder, and that the Grantee is in compliance with, and has not deviated from, the representations and warranties previously set forth.

B. District hereby expressly reserves to itself, its agents, attorneys, employees, consultants, and contractors, an irrevocable license and authorization to enter upon and inspect the Easement Premises and improvements thereon, and perform such tests, including without limitation, subsurface testing, soils, and groundwater testing, and other tests which may physically invade the Easement Premises or improvements thereon, as the District, in its sole discretion, determines is necessary to protect its interest. The District will cause reasonable safety precautions in accordance with applicable industry standards to be taken when performing work in the immediate vicinity of Grantee's electrical Facilities.

9.10 ADDITIONAL COMMENTS

A. In the event that the District undertakes to remediate and restore the Easement Premises due to an environmental spill, release, discharge or any other emission of Hazardous Materials, other than by Grantee Group's actions -or omissions, then Grantee shall relocate or, in the event Grantor has no unencumbered land available for relocation of Grantee's Improvements and Facilities, remove, upon the written direction of the District, any and all Improvements and Facilities upon the Easement Premises that unreasonably interfere with the District's cleanup efforts. Such relocation or removal shall be done in a workmanlike and careful manner and without relocation or interference or damage to any equipment, structures or property of the District on the Easement Premises. All costs and expenses for the relocation or removal of the Improvements and Facilities shall be borne by Grantee and Grantee shall not look to the District for payment of such costs and expenses.

B. In the event that the District incurs additional costs and expenses in an environmental cleanup that it would not otherwise have incurred if Grantee's Improvements and Facilities were not present on the Easement Premises, then Grantee shall promptly reimburse the District for any such additional costs and expenses. In no way should this Section 9.10 be construed to place any affirmative duty upon the District to undertake an environmental cleanup on the Easement Premises nor in any way limit Grantee's liability under Article Nine.

C. Nothing in this Easement Agreement shall relieve Grantee from its duty to exercise due care with respect to all of its activities on the Easement Premises.

D. Nothing contained in this Easement Agreement shall limit Grantee's right to pursue any third party actions for payment or recovery of any relocation or removal costs incurred by Grantee hereunder.

ARTICLE TEN

10.01 It is agreed by and between the parties that the Grantee shall not assign this Easement without the prior written consent of the District. Grantee shall notify the District in writing not less than sixty (60) days prior to any proposed assignment. Grantee shall identify the name and address of the proposed assignee and deliver 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 reasonably requested by the District. The District shall not unreasonably withhold the consent to assignment.

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

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

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

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

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

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

10.04 Prior to assignment, Grantee will comply with Section 9.08E hereof.

10.05 Any contamination of the site identified pursuant to said Section 9.08E which exceeds standards set for therein must be remediated or reasonable and timely arrangement made for such remediation in accordance with said Section. Such arrangements may require, among other things, that prior to a grant of consent to the assignment the Assignee shall provide a Restoration/Remediation Bond in a form satisfactory to the District, in a penal sum reasonably determined by the Chief Engineer of the District to cover the cost of the Remediation/Restoration of the contamination found on the Easement Premises pursuant to the Section 9.08E review.

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

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

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

ARTICLE ELEVEN

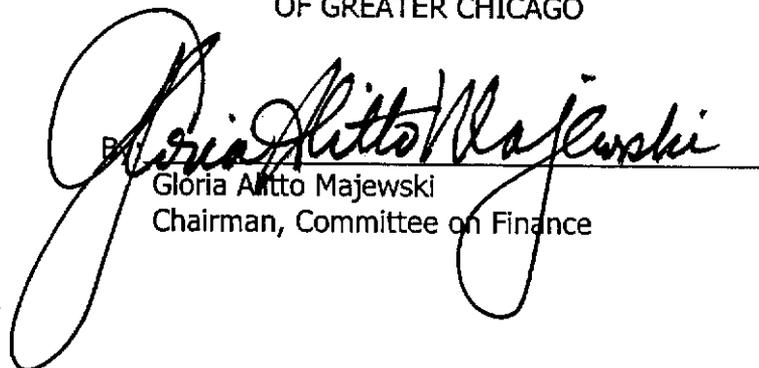
11.01 On or before the commencement of the last three year period of the easement term hereunder, Grantee may submit a letter of intent to renew and within eighteen (18) months prior to expiration, execute the renewed easement. If a renewed easement is not executed prior to eighteen (18) months prior to expiration, Grantee shall lodge with the Grantor its Environmental Easement Premises Restoration/Remediation Bond in the penal sum of \$10,000.00 secured either by cash, irrevocable letter of credit or a commercial bond with surety to secure Grantee's performance of and compliance with the provisions and intent of this Easement. Any cash posted as a bond hereunder will be placed in an interest bearing account established by the Grantor specifically for this purpose. Any interest paid on account of said deposit shall be the property of and payable periodically to the Grantee. Such account shall be drawable only by Grantor upon Grantee's failure to cure any default under this Easement Agreement within any applicable cure period. At no time shall the amount on deposit in said account be less than the penal sum of this Bond. Any commercial bond with surety shall be fully prepaid by the Grantee and documented as such at the time it is lodged with the Grantor. Said Bond shall be in a form approved by the Grantor and shall be maintained in full force and effect until such time as Grantee has demonstrated and documented to the reasonable satisfaction of Grantor (and Grantor has executed its written release thereof to the issuer), full compliance with all provisions hereof. This provision shall survive the termination/expiration of this Easement.

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

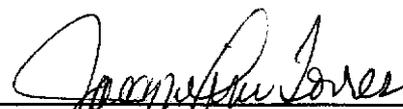
11.03 This Easement Agreement shall be recorded in the office of the Recorder of Deeds of Cook County, Illinois at Grantee's expense.

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

METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO


By: Gloria Antto Majewski
Gloria Antto Majewski
Chairman, Committee on Finance

ATTEST:


By: Jacqueline Torres, Acting Clerk

SBC

By: 

Title: Area Manager ROW

ATTEST

By: 

Title: CAC Manager

Rev. 3/93

EXHIBIT **B**

WATERWAY STRATEGY RESOLUTION

On March 21, 1985, the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago ("District") adopted an Order establishing Generic Criteria for Implementation of the Waterway Strategy Resolution in connection with the leasing or long-term permit occupancy of District waterways lands. A copy of that Order, transmittal letter, and Waterway Strategy Resolution are attached. Also attached is a copy of Commissioner Troy's Ordinance prohibiting storage of solid materials in proximity to a waterways bank where there is risk that the materials will fall into the water.

These Criteria must be addressed and specifically provided for in connection with each District waterways land lease and permit. Prospective bidders or permittees are advised that these Criteria will be imposed as conditions of the occupancy of District land.

March 21, 1985

7777
R.E. 2f
Re la

To the Honorable, the President and Members of
the Board of Commissioners of The Metropolitan
Sanitary District of Greater Chicago

Ladies and Gentlemen:

The General Superintendent reports that he is in receipt of a communication from the Attorney consisting of two (2) pages and attachment, concerning a request for Order approving Generic Criteria for Implementation of the Waterway Strategy Resolution of the Board of Commissioners of The Metropolitan Sanitary District of Greater Chicago with respect to Sanitary District Lands which Abut Waterways (a copy of which letter is attached hereto and made a part hereof).

The General Superintendent recommends passage of appropriate orders as requested in said letter.

Your Committee, having considered the matter, recommends passage of the following orders:

ORDERED: That the Generic Criteria for Implementation of the Waterway Strategy Resolution of the Board of Commissioners of The Metropolitan Sanitary District of Greater Chicago with respect to Sanitary District lands which abut waterways, as set forth in the attachment to the transmittal letter under this agenda item, be and the same is hereby authorized and approved; and it is further

ORDERED: That the attached letter be printed in full in the Record of Proceedings.

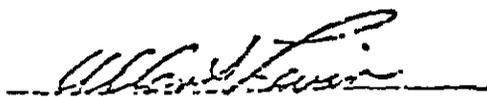
Respectfully submitted,

Joanne H. Alter, Chairman,
Committee on Real Estate.

Approved as to Form & Legality:


Head Assistant Attorney

APPROVED:


Attorney

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



THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO
Transmittal Letter For Board Meeting

February 26, 1985 for the
March 7, 1985 Board Meeting
Deferred and Resubmitted for the
March 21, 1985 Board Meeting

Mr. Raymond R. Rinkus
General Superintendent
O F F I C E

AGENDA SUMMARY: Request for Order Approving Generic Criteria for Implementation of the Waterway Strategy Resolution of the Board of Commissioners of The Metropolitan Sanitary District of Greater Chicago with respect to Sanitary District Lands which Abut Waterways.

Dear Sir:

Since the adoption of the Waterway Strategy Resolution by the Board of Commissioners of The Metropolitan Sanitary District of Greater Chicago on February 23, 1984, which Resolution established the policy whereby the Metropolitan Sanitary District dedicated a portion of its real estate adjacent to waterways to recreational and aesthetic interests which would be balanced with the desire to commercially rent and develop said lands, the Chief Engineer, under the direction of the General Superintendent, has been working to establish specific criteria for the uniform implementation of the Resolution with respect to all of the Sanitary District's waterways lands. This has proved to be a Herculean task.

At the meeting of the Board of Commissioners of The Metropolitan Sanitary District of Greater Chicago on February 21, 1985, authority was granted to the General Superintendent to develop site-specific criteria for addressing the Waterway Strategy Resolution with respect to three particular parcels of Sanitary District land on the Sanitary and Ship Canal due to the fact that overall criteria for all of the waterways had not yet been developed and the Chief Engineer advised against any long-term leasing activity until uniform procedures implementing the Board's policy as stated in the Waterway Strategy Resolution were prepared and presented to the Board of Commissioners for its approval. Under separate agenda items, we are presenting the matter of the request to commence statutory procedures for lease of those three specific parcels previously alluded to, addressing not only the usual matters relating to leasing but the site-specific Waterway Resolution implementing criteria for each parcel.

Mr. Raymond R. Rinkus
General Superintendent

- 2 -

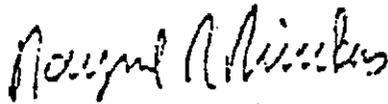
March 7, 1985 Board Meeting
Deferred & Resubmitted for the
March 21, 1985 Board Meeting

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

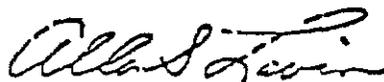
Accordingly, it is respectfully requested that the General Superintendent recommend to the Board of Commissioners that it accept and approve the attached criteria as being adequate to provide general guidance in addressing the impact of the Waterway Strategy Resolution with respect to leasing or development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

Respectfully submitted,

Recommended:



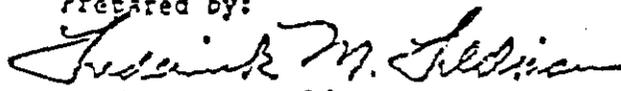
Raymond R. Rinkus
General Superintendent


Allen S. Lavin, Attorney

Approved:


Frank E. Dalton
Chief Engineer

Prepared by:


Frederick M. Feldman
Head Assistant Attorney

ASL:FMF:sg

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

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

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

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

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

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

WATERWAY STRATEGY RESOLUTION R34-005

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

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

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

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

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

DATED: February 23, 1984.

Approved as to Form & Legality:

FREDERICK M. FELDMAN
Head Assistant Attorney

ALLEN S. LAVIN
Attorney

Approved:

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

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

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

Nays: None.

ORDINANCE

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

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

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

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

ARTICLE I

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

Section 2) Failure of landowners for property adjacent to waterways under the jurisdiction of The Metropolitan Sanitary District of Greater Chicago to use, operate, or maintain their property

set forth in Section 1 herein, shall be deemed a violation of this Ordinance.

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

If those efforts have been unsuccessful, the General Superintendent may order any person who causes or allows actions contrary to this Ordinance to show cause before the Board of Commissioners of the Sanitary District why such actions should not be discontinued. A notice shall be served on the offending party, specifying the time and place of a hearing to be held by the Board of Commissioners regarding the violation, and directing the offending party to show cause before the Board why an order should not be made directing the discontinuance of such actions. The notice of the hearing shall be served personally or by Registered or Certified Mail at least ten (10) days before the hearing; service may be had on any agent or officer of a corporation or municipality.

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

(a) to issue in the name of the Board, notices of hearing requesting the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in any such hearings;

(b) to take the evidence; and

(c) to transmit a report of the evidence and hearing, including transcripts and other evidence, together with recommendations to the Board of Commissioners for action thereon.

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

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

ARTICLE II

Court Proceedings

Section 1) Violation of Order to be Considered Nuisance.

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

Section 2) Penalties

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

Section 3) Injunctive Relief

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

ARTICLE III

Savings Clause

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

ARTICLE IV

Effective Date

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

DATED: THIS 7TH DAY OF FEBRUARY, 1985.

Respectfully submitted,

Approved as to Form & Legality:

Michael H. Rosenberg
Principal Assistant Attorney

Albert S. Levine
Attorney

RICHARD J. TROY, Vice Pres:

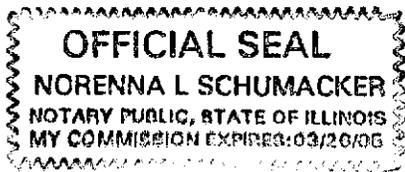
Approved:

NICHOLAS J. MELAS, Preside
of Commissioners of The Ne
Sanitary District of Great

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that ANTHONY BILY (Name) personally known to me to be the AREA MANAGER (Title) of said SBC (Name of Corporation/Partnership), and LYNETTE GRADISEK (Name) personally know to me to be the MANAGER (Title) of said corporation/partnership and personally known to me to be same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such AREA MANAGER (Title) and MANAGER (Title) of said corporation/partnership, duly executed said instrument in behalf of said corporation/partnership as their free and voluntary act and as the free and voluntary act and deed of said corporation/partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, A.D. 2004.



Norena L. Schumacker
Notary Public

My Commission expires:

3.26.05 0514

480217

APPROVED AS TO FORM AND LEGALITY:

[Signature]
Head Assistant Attorney

SM

[Signature]
Attorney

APPROVED AS TO PLAT AND LEGAL DESCRIPTION:

1/2 1/2 1/2 1/2

[Signature]
Engineer of Infrastructure Management

[Signature]
Assistant Chief Engineer of Infrastructure & Budget Management Division

Acting *[Signature]*
Chief Engineer

APPROVED:

[Signature]
General Superintendent

RECEIVED:

Fee *yes*

Insurance

Bond *N/A*